

Terms of Use for Customers of Helmholtz Munich Core Facilities

PREAMBLE

Helmholtz Munich operates a set of eight scientific service platforms, called Core facilities (CF). Core Facilities provide a centralized infrastructure for fast, convenient and affordable access to state-of-the-art technologies, services and training. They are operated by highly experienced staff with the expertise and skills needed to maximize their utility. Continuous method development within the CFs keeps them at the cutting edge of science. CF services are open to internal and, capacity permitting, to external academic and industry customers, and operate on a cost recovery basis. Helmholtz Munich is dedicated to continuous investment in its core facilities, guided and driven by science. Expert steering committees consult CFs on scientific and technology-driven investment and service development, with the Core Facility Advisory Board responsible for overall strategy integration. The Core Facility Head Office supports the seamless function and administration of all cores.

The Terms of Use for Helmholtz Munich Core Facilities apply to all users of CF services. The Terms of Use summarize the CF work concept and regulations to use their services. All Helmholtz Munich CF CUSTOMERS must abide by these terms of use.

Definitions

CORE FACILITIES (CFs): Centralized research infrastructures of Helmholtz Munich.

INTERNAL CORE CUSTOMER: All users who's substantial employment is with Helmholtz Munich. Holders of guest contracts are not automatically treated as internal users but must clarify their status with their hosting institute prior to first use of CFs.

EXTERNAL CORE CUSTOMER: All users who's substantial employment is NOT with Helmholtz Munich. CFs services are open to external academic and commercial customers, each of which has a defined pricing category (tiered costing structure).

COST-BEARING INSTITUTION: Legal entity/person who's employees, representatives or otherwise affiliated person use Helmholtz Munich CFs as an external core customer.

ilab: Digital online booking platform for all Helmholtz Munich CFs.

PROJECT: Service(s) ordered at CF by CORE CUSTOMER.

MATERIAL: Sample material, reagents or a copy of data provided by CUSTOMER to CF to fulfill the PROJECT.

STEERING COMMITTEE: Scientific advisory committee composed of Helmholtz Munich group leaders/senior staff that are experts and frequent users of the CF at hand, organized and instated by the scientific head of core facilities (Prof Eleftheria Zeggini).

CORE FACILITY BOARD (CFB): Senior advisory

board on overarching strategic CF topics to the directors of Helmholtz Munich, composed of scientific and operative head of all Helmholtz Munich Core Facilities (Prof Eleftheria Zeggini, Dr Susanne Heck).

FINDINGS shall mean all data related to the PROJECT as generated during the analysis process and as laid down in the final report. FINDINGS shall not include improvement of existing technologies or methods, new technologies or methods or know-how and inventions reached during the measurements directly related to the analysing methods, which shall be the sole property of CORE FACILITY.

1. Scope and General Information

1.1 Helmholtz Munich CFs are structured in individual units focused on specific services and are each lead by a Head of Core Facility. The range of services provided by CFs includes:

- Research support by providing state-of-the-art methods, know-how and technology.
- Provide a training and knowledge platform for state-of-the art methods and instrumentation.
- Implementation and evaluation of new methods and instrumentation (early technology access).
- Independent method development to further enhance core services.

1.1.1 CF heads report to the operational Head of Core Facilities at Helmholtz Munich (susanne.heck@helmholtz-munich.de). CFs are supported by expert scientific steering committees, lead by the scientific head of core facilities (Prof Eleftheria Zeggini).

1.1.2 All services, instruments and contacts are published on the Helmholtz Munich Webpage: <https://www.helmholtz-munich.de/core-facilities/> and in the ilab booking system of Helmholtz Munich (<https://helmholtzmunich.ilab.agilent.com/>)

1.2 Services are offered primarily to employees of Helmholtz Munich, however, are open to external scientists subject to available capacity.

1.3 All CUSTOMERS must register with Helmholtz Munich Core facilities via the ilab booking tool, thereby accepting these terms of use. Upon registration, CUSTOMER contact details, affiliation and details of the cost bearing institution are captured.

1.4 Services can be booked via the ilab booking system (<https://helmholtzmunich.ilab.agilent.com/>) by all categories of CUSTOMERS and prices are published in the booking system according to CUSTOMER category.

1.5 Know-how of CFs is provided by direct consultation prior to, during and after execution of projects as well as by individual training of personnel from scientific groups. Most technologies are offered as a full service while some instruments and bioinformatics analysis tools are available in self-service mode.

1.6 CFs are focused on research support and conduct own research for method development only. Collaborations with internal and external partners for method/technology development will be covered by

separate legal contracts.

1.7 Any data created in Helmholtz CFs are for research use and may not be used for diagnostic purposes.

1.8 For general questions regarding core services please contact the Head of Core Facilities (Susanne.Heck@helmholtz-munich.de, Team email: corefacilitykoord@helmholtz-munich.de).

2. Types of Services offered by CFs

2.1 Full service options: CFs provide advice in project planning and execute the service including all or part of the analysis and interpretation of resulting data. Most services are structured in modules, CUSTOMERS can choose all or part of the complete package.

2.2 Self-service options: CUSTOMERS receive training/instruction by CF prior to first use and can then carry out the analysis independent of CF staff. External CUSTOMERS can not gain access to self-service mode.

2.3 Training: CFs provide courses and mentoring options. Internal CUSTOMERS can book select trainings via the Helmholtz Munich online Campus management System (CaMS), or directly with the CF via the ilab booking system. External CUSTOMERS may partake in select courses on a fee for service basis and book those with the CF via ilab directly.

3. Terms of Access to Services

3.1 Services are provided on a first-come first served basis in the order they were received. Replies to all service requests are executed by CF personnel.

3.1.1 In case of limiting CF capacity INTERNAL CORE CUSTOMERS will have priority access to services. The extent of CF resource assignment to external CUSTOMERS is at the reasonable discretion of the head of the respective Core Facility and the operational Head of Cores at Helmholtz Munich, who may further seek advice from the respective steering committee.

3.2 Booking of services is done via the ilab booking system (<https://helmholtzmunich.ilab.agilent.com/>).

3.3 All service requests must have been accepted by CF before the start of any work. Acceptance of all projects is subject to:

3.3.1 A consultation meeting was conducted

3.3.2 Registration with ilab and submission of required forms being fully completed

3.3.3 Required biological samples were received in accordance with respective CF's quality requirements and the rules of these Terms of Use.

3.3.4 Valid payment number (PSP or PO) was provided.

3.4 Self-Service instrumentation/software is provided by CFs to trained INTERNAL CORE CUSTOMERS only and reserved via respective online booking calendars in ilab.

CUSTOMERS are responsible for keeping the safety regulations that apply to the rooms where instrumentation is located.

3.5 CUSTOMER must not run samples on behalf of others or bring unauthorized personnel to the core

facility.

3.5.1 Visitors/tours must be registered and approved at least 24hrs in advance with the CF head and always have to be accommodated by CF staff.

3.6. Use of any CF instrumentation by unauthorized persons is not permitted, even if under the supervision of authorized CORE CUSTOMERS.

3.6 CFs will use reasonable effort to deliver results within the period of time agreed upon with the CORE CUSTOMER. However, delivery times agreed upon are not binding and delays in delivery shall not give rise to cancellation of the order or damages claimed from HMGU.

4. Booking and Cancellation of CF services

4.1 For every instance of use (instrument or service), a booking must be made with CF.

4.2 Except in individual cases in which the head of the CF decides differently, the following rules apply to bookings of (self-service) facility instruments:

4.2.1 Bookings may be made no more than 3 month in advance and should not exceed 3 bookings per week of 3 hours or more per CUSTOMER.

4.2.2 CF staff retains the right to adjust times in agreement with the CUSTOMER for optimal and fair use of the resource.

4.2.3 Block bookings (e.g. for student courses) shall be discussed with CF ahead of time. This also applies if intense booking is scientifically required for a period of time.

4.2.4 CUSTOMER may access self service instruments for the time booked and can extend when there is no follow-on booking. CUSTOMER is responsible for extending the booking time to any elongation of the original reservation. Fees are based on booked time on the calendar system.

4.2.5 Cancellations have to be indicated to the CF at the earliest possible time.

4.2.6 Cancellations of instruments with at least 24 hrs notice are free of charge, unless otherwise regulated in the individual CF for select services.

4.2.7 Cancellations with less than 24 hrs notice are charged in full for the reserved time slot, unless it is taken over by another CUSTOMER. It is in the discretion of the head of core facility to waive the cancellation fee if the CUSTOMER demonstrates plausible cause for late cancellation (e.g. no-show of a patient).

4.2.8 Frequent cancellations or excessive booking and then not using the slot by a CUSTOMER or group may result in increasing cancellation fees and/or in revoking of CUSTOMER privileges.

4.3 Premature termination of a full service request can be initiated by the CF or the CUSTOMER and has to be done by written

notification, with at least 14 days prior to termination of the service. Payment for all reagents and services performed up to the date of termination will be due and payable.

- 4.4 If CORE CUSTOMER orders training courses at any CORE FACILITY of Helmholtz Munich, the following terms apply:
 - 4.4.1 You may use the course documents/images/texts according to the license indicated in the course documents, provided that the use is in connection with Helmholtz Munich. The course materials/ images/texts/graphics can be used in print as well as online Extensive adaption of the documents for other courses/providers is not permitted. /graphics
 - 4.4.2 Copyright proof must always be provided in full. The copyright notice must be given directly in the course documents/images/texts/graphics, in the image credits or in the imprint.
 - 4.4.3 You may not resell the course materials/pictures/texts/graphics.
 - 4.4.4 Alienation of the course documents/images/texts/graphics is not permitted.
 - 4.4.5 It is prohibited to use the course materials/pictures/texts/graphics in pornographic or illegal contexts or for the purpose of political election advertising
 - 4.4.6 It is prohibited to use any of the film and image data for defamation or disparagement of products and natural or legal persons.

5 Pricing and Invoicing

5.1 CFs operate on a cost recovery basis. For an up-to-date price list of all services CUSTOMERS are referred to the ilab booking system (<https://helmholtzmunich.ilab.agilent.com/>), where CUSTOMER type specific pricing is displayed for all accessible services. Prices are valid for one calendar year (January 1 to December 31). Unexpected mid-year price increases in consumables cost will be communicated in advance and passed on to the CUSTOMER.

5.2 Tariffs are set in Euros and are fixed and exclusive of VAT or other relevant taxes. These will be added as applicable at the time of invoicing.

5.3 Pricing is dependent on CUSTOMER affiliation (Tiered pricing structure) with internal rates exclusively available to staff with HMGU work contract.

5.3.1 Helmholtz Munich employees must not share CF pricing with external CUSTOMERS.

5.4 Helmholtz Munich employees must not submit grant applications without prior cost calculation for

CF services checked/done by SPR pre-awards.

INVOICING RULES FOR INTERNAL CUSTOMERS:

5.5 INTERNAL CUSTOMER/their head of laboratory (PI) is responsible to provide a valid PSP element and ensure sufficient funds are available for the service booked. When booking on grants CUSTOMER/PI must ensure the requested services can be charged on the selected grant.

5.6 Billing of completed service requests is done on a monthly basis. Debiting and invoicing of internal CUSTOMERS is done via the central finance department of Helmholtz Munich.

5.7 For each billing cycle INTERNAL CUSTOMERS have a defined review period to raise disputes. After the review period no further changes are possible at CF level.

5.8 Prepayment is possible only under very few exceptional circumstances and have to be discussed and granted in advance by the Head of Core Facilities (susanne.heck@helmholtz-munich.de) and the finance department. CFs cannot reimburse CUSTOMER for prepaid services.

INVOICING RULES FOR EXTERNAL CUSTOMERS:

5.9 External CUSTOMERs must first discuss their intended PROJECT with the CORE FACILITY and register with ilab. Registration will capture external CUSTOMER name, PI, institution and shipping and billing address.

5.9.1 CORE FACILITY will generate a project specific quote. EXTERNAL CORE CUSTOMER has to accept and return the signed quote and an official purchase order (PO) to the core facility prior to the start of any service.

5.9.2 Specific for each PROJECT and prior to PROJECT start, EXTERNAL CORE CUSTOMER and CORE FACILITY shall jointly agree on the content of the final report. The deliverables – as jointly agreed upon – are listed on the quotation.

5.9.3 Quotes generated for services spanning more than one calendar year will contain a 10% risk surcharge to cover unpredictable cost increases. The final invoice will show cost actually incurred only, using the tariffs of the current calendar year.

5.9.4 If services exceed the initial quote amount EXTERNAL CUSTOMER has to submit a further PO to cover the difference.

5.10 Billing of completed service requests is done on a monthly basis. Invoicing of EXTERNAL CUSTOMERS is done via the central finance department of Helmholtz Munich.

5.11 Except in the event particular payment schedules are indicated on the quote, the EXTERNAL CUSTOMER shall be invoiced in full for all services related to the PROJECT upon delivery of the results of the services. The invoice shall show the services

provided by the CORE FACILITY and the applicable individual prices. PO number and related quote number shall be displayed on the invoice. Payment is due within 14 calendar days of the invoice date without reduction.

6 MATERIAL, Data and Data Storage

6.1 By default MATERIAL submitted to CF will not be returned to CUSTOMERS after completion of service. CUSTOMERS are encouraged to submit only the amounts of MATERIAL required for the respective service.

6.1.1 Any biological sample material (see also 10.2 for data protection statement) submitted to CFs must comply with biosafety S1/L1 classification. If biosafety S2/L2 biomaterials shall be handled, CF must be contacted and approval of CF must be obtained prior to sample submission. Samples above biosafety level S2/L2 can not be accepted by any Helmholtz Munich CF.

6.1.2 CUSTOMER must inform CF if sample material is toxic, infectious, hazardous or subject to Export Control Laws, so CUSTOMER and CF can agree upon required specific procedures before sample submission. Furthermore, CF reserves the right not to perform analyses with the respective sample material at all.

6.1.3 CUSTOMERS can apply for a return of remaining MATERIAL when submitting the service request and will take full responsibility to retrieve, transport, cover all costs and store the remaining MATERIAL.

6.2 CUSTOMER-provided reagent MATERIAL (such as kits, microarrays etc.) can be accepted by CFs for select services. CUSTOMER will then pay the appropriate facility use fee without reagents.

6.2.1 CUSTOMER is solely responsible for proper shipment and storage of the reagent material. CF is in no way responsible or liable for customer reagents or any results generated by them, also not, when reagents were temporarily stored at the CF prior to performing the service. Any claims to a vendor are the sole responsibility of the CUSTOMER.

6.3 CFs provide data resulting from analyses in raw data format or as analyzed data set alongside appropriate reports as agreed during the consultation meeting/part of the service.

6.4 Data are made available in a suitable format to the respective CUSTOMER. CUSTOMERS are notified via ilab Notification or e-mail where the data can be accessed.

6.5 Three month after completion of PROJECT by CF, CUSTOMER's data will be deleted and unclaimed MATERIAL will be destroyed.

6.5.1 CF may not and cannot assume any responsibility for CUSTOMER's Data. The CUSTOMER is responsible for the scientific integrity of the data and for long term storage of the original data. CF recommends to store all data in the original file format at

least twice on independent storage devices to mitigate against hardware failure. It is noted that the DFG guidelines on Safeguarding scientific data suggest a storage time of ten years (<https://tinyurl.com/mruefvb6>).

6.6 Although quality standards have been developed to keep tight quality control during all CF processes, resulting data are intended for research use only.

6.7 The CF is entitled to receive, store and use, to the extent necessary, all data required for the processing of service use, including personal data of the CUSTOMER. A transfer to third parties for a purpose other than that stated above does not occur.

7 Good Scientific Practice and Publications

7.1 Use of CF services has to be acknowledged by CUSTOMERS in appropriate ways following the Helmholtz Munich Core Facility Publication policy (<https://tinyurl.com/33vxvppf>) and Good Scientific Practice regulations of Helmholtz Munich (<https://tinyurl.com/33euj6mu>).

7.2 Acknowledgment of CFs in publications is mandatory when standard services, data sets, tools, training and basic data analysis were delivered by using a simple statement. The suggested minimal format is: "We acknowledge the technical support of Core Facility XX (Insert name of CF) at Helmholtz Zentrum München"

7.3 Co-authorships on publications are warranted when CF personnel have contributed intellectually as outlined in the Helmholtz Munich Core Facility Publication policy <https://tinyurl.com/33vxvppf>.

7.3.1 CUSTOMERS are required to discuss potential and pending publications based on these intellectual contributions with the relevant CF scientist to identify appropriate co-authorship.

7.3.2 Co-authors must be given the opportunity to review and approve any manuscript prior to submission.

7.3.3 CUSTOMERS are obliged to inform the respective CF unit head and CF Koordination (corefacilitykoord@helmholtz-munich.de) about publications with acknowledgement or co-authorship of the CF (e.g. Pubmed ID).

8 Liability and Confidentiality

8.1 CF does not assume any warranty or guarantee for the successful completion of service requests, and neither is the CF liable for delays caused by breakdown of instruments, delayed delivery of supplies, etc.

8.2 CF does not accept any liability if submitters make wrong statements upon sample submission.

8.3 Each Party shall bear its own loss and damage arising from the performance of a CF service except where such loss, damage, or injury results in the death or heavy injury of a person or is the result of gross negligence or willful misconduct on the part of the other Party. That Party's liability is limited to the compensation of the direct loss or damage.

8.4 Neither Party will be liable for any consequences, including commercial consequences, arising out of

the utilization of the results of the work forming the subject matter of a CF service agreement.

8.5 Each Party to a CF service agreement shall be solely liable towards third parties, including employees of the other Party, for damages caused by itself or its agents.

8.6 CORE CUSTOMER shall hold harmless HMGU and its respective directors, officers and employees for any loss, claim or demand which could be raised by CORE CUSTOMER, or made against Helmholtz Munich by any other party, due to, or arising from, the use and exploitation of the FINDINGS by CORE CUSTOMER except to the extent caused by the gross negligence or willful misconduct of Helmholtz Munich or for personal injury or death resulting from the negligence of Helmholtz Munich or its employees, officers, directors, agents, or representatives.

8.7 CORE CUSTOMER declares that at the time of delivery of MATERIAL to Helmholtz Munich he is not aware of any rights of third parties which could be affected by the transfer to and use by Helmholtz Munich under a service agreement. CORE CUSTOMER shall hold harmless from and indemnify Helmholtz Munich, Helmholtz Munich operating institutions and Helmholtz Munich scientists against any claims, demands, suits, legal actions, costs, expenses etc. which could be made by any other party against Helmholtz Munich operating institutions and scientists, due to or arising from, the use of the MATERIAL in the scope of a service agreement.

8.8 The work done in CFs will be carried out in accordance with high technical standards and reasonable endeavors will be made to achieve the degree of reliability and accuracy appropriate to work of this kind. Neither Party of a service agreement shall be liable to the other, nor held to be in breach of this agreement, to the extent that it is prevented, hindered or delayed in performance or observance of its obligations hereunder by reason beyond its control.

8.9 All applications for access are treated confidential.

9. Intellectual property and Co-Inventorship on patents

9.1 Each Party (CF and CUSTOMER) shall retain title to any intellectual property right (including material, any know-how, technology or invention) owned prior to the ordered PROJECT or which it has developed independently of the ordered PROJECT. Helmholtz Munich will retain all rights in any new technologies, methodologies, processes and procedures that may be developed by Helmholtz Munich personnel that do not rely on or encompass customer materials.

9.2 Any FINDINGS (see "Definitions") and intellectual property rights relating to the PROJECT shall belong to the CORE CUSTOMER, unless mutually agreed otherwise at time of ordering the PROJECT.

9.3 Where FINDINGS result in an invention, CORE FACILITY and EXTERNAL CORE CUSTOMER shall decide in common about inventorship, taking in due consideration CORE FACILITY's intellectual contribution to the invention in contributing to the

design and interpretation of experiment. Decisions about all further proceedings, such as filing of patent application or exploitation, shall be made after inventorship is determined. Should FINDINGS be exploitable without being patentable, this shall apply analogously.

9.4 If CF personnel contributed to the conception of an invention in whole or in part he/she MUST be named as inventor according to patent law. In arriving at the conception the inventor may consider and adopt ideas and materials derived from many sources such as a suggestion from a CF employee, so long as he/she maintains intellectual domination of the work of making the invention down to the successful testing.

9.1 CF personnel that contribute solely to the reduction of the invention to practice are not considered inventors.

10 Ethics and Data Privacy Statement

10.1 Any MATERIAL deriving from human subjects (e.g., patient tissue) may only be submitted to and processed in the CF if written informed consent of the donors has been obtained by the CUSTOMER allowing the kind of analysis that shall be executed by CF.

10.1.1 With submission of such samples the CUSTOMER ascertains that such written consent has been obtained and that the consent form as well as the requested services have been approved by an ethics vote of the appropriate ethics committee according to the declaration of Helsinki.

10.1.2 The CUSTOMER indemnifies and holds harmless Helmholtz Munich in respect of any third party claims made against Helmholtz Munich, which are based on missing or inappropriate patient consents or donor consents related to the provided biological samples.

10.2 As processing of biological samples deriving from human subjects necessitates the collection, storage and transfer of personal data, CF and CUSTOMER are committed to comply with the General Data Protection Regulation (GDPR, in the version promulgated on 27 April 2016) in order to protect the individual against his/her right to privacy being impaired through the handling of his/her personal data. In case new versions of the General Data Protection Regulation or other applicable regulations and laws are released, always those regulations and laws apply that are valid at the time of the submission of samples.

11. Security and Safety

11.1 All instructions and warnings of CF staff must be strictly observed.

11.2 CFs emphasize the scientific nature of their instruments and premises.

11.2.1 All CUSTOMERs are requested to apply the caution and care necessary for work in laboratories and experimental environments.

- 11.2.2 In particular, CUSTOMERs must observe (not a complete list):
- Occupational safety regulations
 - Laws pertaining to genetic engineering
 - Laws pertaining to animal welfare
 - Laws and rules pertaining to ethical conduct
 - Laws and rules pertaining to biological safety
 - Rules and regulations for proper disposal of chemical waste
 - Rules for lone working in a laboratory

12. Consequences of improper use / violations of rules and instructions

12. 1 Knowing, intentional, or reckless violation of the rules of these Terms of Use will lead to reporting to the Head of the Core Facility in the first instance. CF Head will take mitigating action, which may include temporary exclusion from the CF.

12.2 Repeated violation of rules will result in a report to the Core Facility Board and the Steering Committee of the respective CF and may lead to a temporary or permanent exclusion from CF and termination of all access rights.

13. Disputes and complaints

13. 1 In case a dispute arises between CF and CUSTOMER, CUSTOMER shall first approach the Head of the respective Core Facility to discuss the issue and find mitigating steps to solve it.

13.2 If no solution can be found with the respective CF Head, CUSTOMER shall approach the operational head of core facilities (Dr Susanne Heck), who will involve the scientific head of cores (Prof Eleftheria Zeggini) and thus the Core Facility Board (CFB), if needed.

13.3 If CFB cannot find a satisfying outcome or if an issue relates to several CFs, the CFB will inform the directors of Helmholtz Munich.

14. Other provisions

Individual CFs may issue Special Terms of Use, detailing strategies and procedures applying to its services in particular, such as access rules, training requirements, access hours to the CF, instrument usage, submission of samples, data transfer regulations etc. Individual CF Special Terms of Use must be approved by the Core Facility Board and are published on HINT (Helmholtz Munich Intranet). Unless expressly stated the Terms of Use set forth in this document shall prevail.