

GBCF's policy for Collaborative Core Users:

a) Confidentiality

All data shared with the GBCF is kept confidential. All data analyzed in the facility are owned by the investigator and will not be shared unless specific written direction is provided by the owner.

b) Conflict resolution

The GBCF utilizes a Service Level Agreement (SLA) approved by Notre Dame's Office of General Council that, in addition to confidentiality agreements and cost, outlines procedures for conflict resolution consistent with University recharge policy. SLAs must be signed by users and the core prior to the start of a project.

c) Cost Recovery/Payment Policies

Payment for services policies are defined as following:

Users must sign SLAs prior to the start of a project. Fees for services shall be charged as set forth in SLAs. Users at Notre Dame and all Indiana CTSI are charged at calculated internal rates.

Collaborative projects lead by Notre Dame investigators can be eligible for internal rates if the following conditions are met:

1. Project is full collaborative with open data sharing and the expectation of joint publication.
2. Data generated by the GBCF will be used jointly to facilitate future extramural grant submissions.
3. Or, in a case where existing joint funding cannot be subcontracted by regulation of the granting Agency. The first two qualifications apply.

Payments shall be made by sponsor within (30) days of receipt of invoices from the University. In the advent of failed services the core staff will work with the users to identify the underlying causation. If sample quality or User error is identified as the cause the User will be responsible for the full contractual agreement. In the case of error or equipment failure that is the responsibility of the core the service will be repeated without additional cost to the User. Projects that are terminated by a User-core agreement will be prorated based on work completed.

d) Prioritization of work

Priority is given to Notre Dame, IUSM south Bend, IU, and Purdue investigators who are providing funds from external or internal sources. Lowest priority will be given to industry sponsored or commercial work.

e) Publication

All publications resulting from samples and/or processing provided by the GBCF must acknowledge the GBCF in all publications. Authorship is expected for collaborative projects.

Appendix 1: NDGBCF SLA

**Terms of Service
for services provided by the Genomics & Bioinformatics Core Facility**

Agreement Number _____

_____, having a principal place of business at _____ (hereinafter referred to as "Client") has requested that the University of Notre Dame, through its Genomics & Bioinformatics Core, (hereinafter the "University"), perform certain services as specified herein according to these terms and conditions.

RECITALS:

1. University has developed a measurement, composition, fabrication, or analysis expertise and related technologies, equipment, or facilities (hereinafter referred to as "Specialized Services"), in the area of _____;
2. Client desires specialized assistance requiring these Specialized Services;
3. Such Specialized Services are currently available on a limited basis from University;
4. Specialized Services contemplated by this Agreement are of mutual interest and benefit to University and Client, will further the Instructional, Research, and Public Service missions of University, and may derive benefits for both Client and University through the advancement of knowledge;

Terms of Service

Article 1 - Specialized Services

Specialized Services are described in the scope of work described in Appendix A hereof (the "Project"), under the direction of _____ (hereinafter referred to as "Principal Investigator").

Article 2 - Period of Performance

The period of performance shall be _____ to _____.

Article 3 - Fees

Fees for services shall be charged as set forth in Appendix B. Payments shall be made by Sponsor within (30) days of receipt of invoices from the University. Total cost to Client shall not exceed _____ dollars (\$) without prior written approval of Client.

Article 4 - Reports and Publications

University shall provide Client with a written report regarding the data obtained in the course of said Specialized Services to the extent required in Appendix A. The data from the report will not be published by the University without written permission of the Client. Client recognizes that scientific processes, techniques, procedures, or other information resulting from the University's work hereunder which are not unique to processing Client's proprietary materials or do not derive from Client-provided materials or information may be deemed publishable by University, and that the researchers engaged in project shall be free to publish such information.

Article 5 – Client Confidentiality/Proprietary Information

Should it be necessary for Project personnel to receive Client confidential or proprietary information, the parties agree to negotiate in good faith a separate agreement containing the terms and conditions for protection of such information. University may be required to decline to perform the Specialized Services hereunder if it is unable to agree to Client's requirements of confidentiality. In such case, this Agreement shall be terminated, and the University shall refund any fees paid as of the time of termination.

Article 6 - Intellectual Property

University shall not obtain or attempt to obtain ownership rights or patent protection on Client-provided materials or information, without the express written consent of Client. In the event of the development of an invention resulting from the work hereunder that is directly related to the use of, composition of, or improvement to Client-provided materials or information, or a derivative, analogue thereof, such invention shall be promptly disclosed to Client. All inventions, patent applications, or patents made pursuant to the Specialized Services hereunder that legally include as an inventor at least one employee of University shall be owned as follows:

- a) Inventions directly related to the use of, composition of, or improvement to Client-provided materials or information, or a derivative, analogue thereof shall belong to Client; and
- b) Inventions which cover a scientific process, technique, procedure, medium, device or other process which is not unique to processing Client's proprietary materials or does not derive from Client-provided materials or information shall be owned by University.

Article 7 - Publicity

Neither party will use the name of the other party in any publicity, advertising, or news release without the prior written approval of the authorized representative of the other party.

Article 8 - Termination

Either party may terminate this Agreement upon fifteen (15) days prior written notice to the other. All reasonable costs and non-cancelable obligations incurred by University at the time of said termination shall be reimbursed by Client. At the request of Client, all unused Client-provided materials at the time of termination shall either be destroyed by University or returned to Client.

Article 9 - University Status

In the performance of all Specialized Services, hereunder, University shall be deemed to be and shall be an independent contractor.

Article 10 - Warranties and Indemnity

University will conduct the work hereunder in a professional manner consistent with applicable scientific standards and the processes and protocols identified in Appendix A attached hereto. Beyond this, University makes no warranties, express or implied, regarding the results of work performed under this Agreement. Client agrees to indemnify and hold harmless University against any claims and costs (including reasonable attorneys' fees) arising out of Client's or any third party's use of the results of the work performed under this Agreement, or its reliance upon the reports set forth in Article 4, except to the extent that such claim or cost results from the negligent or intentional act or omission of the University. Under no circumstances shall the University's liability hereunder extend to indirect or consequential damages, and University's liability hereunder shall be limited to the amount of fees specified in Article 3 above.

Article 11 – Export Control

The University will not accept export-controlled materials or technical information under this agreement. Client warrants that materials and technical information provided to University are not subject to U.S. Export Control laws.

Article 12 – Disputes

This Agreement shall be governed by the laws of the state of Indiana. Any dispute arising hereunder shall be resolved exclusively in the courts of the state of Indiana located in St. Joseph County, Indiana, and the parties hereby irrevocably consent to the jurisdiction and venue of said courts.

Article 13 – Entire Agreement

This Agreement including any exhibits and associated Non-Disclosure Agreement contains the entire and only agreement between the parties respecting the subject matter hereof and supersedes or cancels all previous negotiations, agreements, commitments and writings between the parties on the subject of this Agreement. Should processing of this Agreement require issuance of a purchase order or other contractual document, all terms and conditions of said document are hereby deleted in entirety. This Agreement may not be amended in any manner except by an instrument in writing signed by the duly authorized representatives of each of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate as of the day and year first above written.

Client:

By _____

Name: _____

Title: _____

Date: _____