

GENOMEAST PLATFORM TERMS AND CONDITIONS OF BUSINESS

1 Definitions

- 1.1 “The Platform” shall mean the GenomEast Platform of the CERBM GIE, 1 rue Laurent Fries, 67404 Illkirch CEDEX, France.
- 1.2 “The Beneficiary” shall mean the scientific project manager to receive Services.
- 1.3 “Services” shall mean the processing of RNA, DNA, cells or tissue samples from quality control of starting material up to delivery of raw data, using technologies of high-throughput sequencing, single cell analysis or transcriptomic spatial profiling. Any additional data analysis requiring mathematical or bioinformatics expertise is provided by the Platform as scientific collaboration, off services.

2 Terms of business

- 2.1 Following submission of a project, the Platform shall send a quotation to the Beneficiary describing the Services planned and their prices.
- 2.2 The Beneficiary shall return the quotation signed with an order form addressed to the CERBM GIE, 1 rue Laurent Fries, 67404 Illkirch CEDEX, France.
- 2.3 Projects will be started only **AFTER RECEIPT OF THE SIGNED QUOTATION and ORDER FORM.**
- 2.4 The starting date of the project and its approximate duration will be communicated to the Beneficiary by the Platform after quality control of the starting samples. The Platform is entitled to refuse any sample that does not meet its quality requirements.
- 2.5 **Invoices shall be paid 30 days after receipt.** According to European directive n°2011/7/EU, in case of delay in payment, will be due, a compensation based on the interest rate applied by the European Central Bank to its most recent operation of refinancing increased by 10 points of percentage, as well as a fixed sum of 40-euro as compensation for recovery costs.

3 Services

- 3.1 As a service provider, the Platform shall use Illumina, MGI, 10X Genomics and NanoString products only for experimental purposes and scientific collaborations.
- 3.2 The Beneficiary shall insure that the use of Illumina, MGI, 10X Genomics and NanoString products does not violate any patent, registered trademark, intellectual property, and copyright.
- 3.3 The Platform makes a commitment to use Illumina, MGI, 10X Genomics and NanoString products and instrument according to supplier's recommendations.

4 Confidentiality and intellectual property

- 4.1 All scientific results and data obtained by the Beneficiary from the Services provided by the Platform shall remain the Beneficiary's property. The technical and/or scientific knowledge used by the Platform to provide the services remains the property of the Platform; consequently, any improvements will also remain the property of the Platform. The Platform reserves the right to use any technical and/or scientific information generated in the course of providing the services, provided that such information does not claim or is not based on the Beneficiary's scientific results or data.
- 4.2 The Platform shall keep confidential any experimental results from the Beneficiary and shall not communicate them to a third party without prior written permission from the Beneficiary (e-mail included).
- 4.3 According to usual scientific practice, the contribution of the Platform scientists shall be acknowledged in any written or oral presentations relative to the results obtained from the Services provided by the Platform. In scientific publications, these scientists shall be cited either in the acknowledgement section either as co-authors when the contribution is substantial.
- 4.4 To be able to justify ourselves to our public financiers, the Beneficiary is further requested to acknowledge the work of the Platform as follow, in all publications: “Sequencing was performed by the GenomEast platform, a member of the “France Génomique” consortium (ANR-10-INBS-0009)”.
- 4.5 The Beneficiary shall inform the Platform when publishing data relative to the Services provided by the Platform.

5 Responsibilities

- 5.1 The Beneficiary shall insure that he has all necessary rights and agreements (ethic, patient consent, ...) for the transfer of the biological samples to the Platform and their processing.
- 5.2 The Platform makes quality controls on samples during the project. If one sample does not meet the Platform quality requirements, the Platform shall inform the Beneficiary who shall decide to replace the defective sample or to pursue with it. In that latter case, the Platform shall decline any responsibilities regarding the quality of the final results.
- 5.3 The Platform shall not be held responsible if results from one or several samples are made unusable because of an Illumina, MGI, 10X Genomics and NanoString defective product or equipment dysfunction. In case of a problem, the Platform shall contact the concerned supplier that shall decide whether the unusable products must be replaced.

5.4 The Platform guarantees the technical quality of its Services; however, it may not be held responsible for the scientific value of the data produced from these Services.

5.5 The Platform shall preserve and maintain the integrity of biological samples transmitted by the Beneficiary during the project.

5.6 The Platform shall not be held responsible for any loss of data following their delivery to the Beneficiary. Considering the large size of the informatics data files generated, the Platform cannot maintain copies on its server on long term. Following their delivery to the Beneficiary, the Platform shall make its best efforts to ensure the conservation of raw data for a limited period of 6 months. After these deadlines, if the Beneficiary requests further expertise on data analysis, he may be asked to transfer back the raw data to the Platform.

5.7 The Platform will destroy all remaining samples and libraries 6 months after the end of the project (excluding collaborations), UNLESS OTHERWISE AGREED IN WRITING by the beneficiary.

6 Management of personal data

6.1 The Platform collects and processes the Beneficiary's personal data in compliance with the General Data Protection Regulation (RGPD), which came into force on May 25, 2018, and in accordance with the French Data Protection Act of January 6, 1978.

6.2 The Platform only collects the Beneficiary's personal data required to process their request: their business contact details and the purpose of their request.

6.3 The Beneficiary's personal data is stored in electronic format on a secure local server with restricted access.

6.4 The Beneficiary may modify or delete his personal data at any time by accessing the user profile on the Platform's project management web interface (<https://ngs-lims.igbmc.fr>) or by contacting his administrator (matthieu.jung@igbmc.fr).

6.5 The Beneficiary's personal data is shared internally with GIE CERBM's financial department for the purpose of issuing quotations and invoices. In addition, as an official partner of the national program "France Génomique" financed by the "Investissements d'Avenir", the Platform has to report its sequencing activity to this infrastructure. As such, and UNLESS OTHERWISE SPECIFIED IN WRITING by the beneficiary, the professional and administrative information of the Beneficiary, the object of the project as well as the nature of the required service will be recorded on the intranet of the infrastructure "France Génomique", for purpose of good management of this infrastructure (www.france-genomique.org); these data will be accessible by the administrators and the management of "France Génomique".

6.6 The Platform will delete personal data stored on its local server after 10 years of inactivity of the user file associated with the project management web interface (<https://ngs-lims.igbmc.fr>).

7 Governing law-litigation

The General Terms shall be governed by French Law. In the event of any dispute between the Platform and the Beneficiary in connection with the service provided, failing to be settled amicably, the dispute shall be referred to the Courts of Strasbourg.

Christelle THIBAUT-CARPENTIER
Platform Manager
GenomEast Platform