Terms and Conditions

## Definitions

*Agreement* – refers to the present agreement between the parties defined on the first page of the contract.

*Eukaryotic Single Cell Genomics Facility (ESCG)* – the Party providing the service.

*National Genomics Infrastructure (NGI)* – the Party carrying sequencing on behalf of ESCG.

*User* – the Party obtaining the Services from ESCG.

*Queue date* – The date on which all required documents and samples to be processed have been received and accepted by ESCG.

*Quote* –the dated but unsigned agreement sent from ESCG to the User. Fulfills the purpose of defining the cost of the Service.

*Services* – the work that is to be carried out as part of the Agreement.

*Turnaround time –* change in the estimated date of delivery of data and reports.

*University* – the host legal entity of ESCG is Karolinska Institutet.

**The Agreement**

**Validity of the agreement**

The quote is valid for six (6) months from the date of preparation. To accept the quote, the signed Agreement is returned to ESCG.

### Validity of agreement

After signing, samples must be sent to ESCG within the six (6) months the quote is valid, unless otherwise agreed. Failure to submit samples during this time automatically terminates the Agreement and ESCG may invoice accrued project specific costs.

ESCG reserves the rights to adjust the prices in case of change in project cost due to external reasons, such as revised supplier prices or altered exchange rates.

This Agreement is valid until delivery of all sequence data and (if applicable) best practice analyses.

### Termination

This Agreement may be terminated with immediate effect by either party. In case of premature termination, the terminating Party agrees to compensate the other Party for costs accrued before termination of the project.

## The Services

## Sample requirements, delivery and storage

Samples may be submitted to ESCG by following the instructions provided in our *Sample requirements and submission guidelines*. Samples not fulfilling the requirements may, onUser´s request, be processed. A specific set of policies, including financial, applies for these samples (see *Service policies*).

Upon completion of the Project and delivery of all data, samples and libraries prepared as part of the Service will be stored up to one year or returned to the User at our discretion. During this time, and by the request of the User or ESCG, samples and libraries can be returned to User. The User will cover any costs associated with return of the samples.

### Priority and order of processing of Projects

Projects submitted to ESCG will be processed in order defined by the Queue date.

### Turnaround time

The turnaround times provided by ESCG are estimates only and explicit guarantees cannot be given. In case of severe delays, ESCG will keep the User informed of the reason and estimated length of delay.

### Sample and sequencing library ownership

The Users own the samples and sequencing libraries produced. These will be stored by ESCG for one year after closing the project or returned at our discretion. ESCG will not notify the User about sample destruction.

### Data delivery

Upon completion of a Project, ESCG will provide a final delivery report detailing the results of the Service and make the data available on UPPMAX. If delivery via UPPMAX is not possible due to policy reasons, both Parties will seek the best alternative strategy.

### Data storage

ESCG will store the sequence data including any applicable quality estimates for six months after delivery of data. Any long-term storage of the data is the responsibility of the User.

### Invoicing

The Service will be invoiced in conjunction with the final data delivery. Invoices must be paid within 30 days.

## Publications and rights

### Ownership

The User owns the data produced with the conditions specified below.

### Reporting

The User must report publications originating from the data in this project to ESCG.

### Acknowledgements

Services provided by ESCG should be acknowledged in all scientific dissemination activities, such as publications, presentations, posters, etc. using the following statements:

“The authors acknowledge the Eukaryotic Single Cell Genomics (ESCG) facility in Stockholm funded by Science for Life Laboratory, KI Core and StratRegen.

The User agrees to inform ESCG provide references for scientific disseminations relating to the Services.

### Co-authorship

For standard commissioned Services, no co-authorship for ESCG staff is expected. For Services including development activities, co-authorship for ESCG staff is expected in accordance with established academic principles, and as agreed on prior to or during the commission.

### Rights to publish

ESCG may publish methods, which were developed during the commission covered by the Agreement. If ESCG publications will result from methods developed based on the User’s data, the User shall be properly acknowledged, or offered co-authorship.

### Opportunity to review

In joint publications that arise as a consequence of work carried out as Service, both Parties have fourteen days to review and propose revisions to the manuscripts.

## Confidentiality, complaints and disputes

### Confidentiality

ESCG guarantees full confidentiality towards third parties regarding the connection between a User and the commissioned Service activity, or regarding results that may have become known to the staff of ESCG prior to data publication, if not in conflict with laws of Sweden.

Confidentiality does not apply to information that is, or will become, general knowledge, or information that the User and his collaborators can demonstrate to have been in their possession at the time of signing of the Agreement, or which is lawfully communicated to them irrespective of the User, or information that demonstrably has been developed by the University after signing of the agreement and which is independent of information communicated through this agreement. The Parties recognize that being a part of a University, ESCG applies the principle of public access to official records. Therefore, confidentiality does not apply to information that the University is obliged to disclose due to a statutory or other equivalent regulation.

The confidentiality regulations above apply for three years after the completion of the commission (from the final data delivery date).

### Complaints

Complaints regarding the Services provided as part of this Agreement must be made within six months from the final data delivery.

### Disputes

The laws of Sweden shall govern this Agreement. Any dispute, controversy or claim arising out of, or in connection with this Agreement, or the breach, termination, or invalidity thereof, shall be solved in the first place by mutual negotiations between the parties.

## Biological hazards

ESCG does not accept samples that require Biosafety level 2 (BSL2) or higher, and by signing this agreement the User certifies that all samples will be safe to handle as BSL 1. Human and primate samples must be tested free of infectious agents, and the test result must be supplied before samples are sent to ESCG. Cells that have been infected with modified lentivirus, rabies or other viruses with potential hazard may potentially be used, after approval by the Facility Director in each case.

## Personal data

Data generated from samples derived from living persons will be treated as sensitive personal data as specified in the EU GDPR. While ESCG is processing the personal data on behalf of the User, the User still has the legal responsibility for ensuring that the personal data is processed according to the EU GDPR. In this agreement the User instructs ESCG on how to process the personal data. The legal roles and obligations between the User and ESCG are outlined below.

The *legal entity* to which the User belongs is the ***Controller of personal data*** (“personuppgiftsansvarig”) for the personal data generated. The *Controller of personal data* has the responsibility to ensure that the data is processed according to the EU GDPR.

The University will act as ***Personal data assistant*** (“personuppgiftsbiträde”) on behalf of the *Controller of personal data*. The *Personal data assistant* shall only process the personal data in accordance with the instructions of the *Controller of personal data*, which is to generate and analyze the data on behalf of the User according to the specifications set out in the agreement summary. The *Personal data assistant* shall not transfer the data to any third party. The *Personal data assistant* must take appropriate technical and organizational measures to protect the personal data processed on behalf of the Controller of personal data. The Controller of personal data authorizes the Personal data assistant to use systems at UPPMAX, Uppsala University for the analysis and delivery of data to the User. UPPMAX is bound to the same legal obligations as the Personal data assistant.

ESCG will only process human samples if the User has obtained an ethical approval and the informed consent of the individuals for the study. ESCG has also decided on the following principles regarding human samples:

● Sample identifiers must be pseudonomized, i.e. samples must be accompanied by an identifier that is unrelated to personal number, name, etc of individuals. It must not be possible for personnel at ESCG to decipher the identity of the individual person from the identifier.

● Any accompanying information about the sample should be limited to the information needed for ESCG to perform its obligations under the Agreement.

## Ethical consent, liability and force majeure

### Ethical consent

It is the sole responsibility of the User to ensure that appropriate ethical consent, if required, has been obtained from an appropriate ethical committee.

### Limitations of liability

ESCG assumes responsibility for the project being conducted as thoroughly as possible. ESCG assumes no economic responsibility that the work should lead to the anticipated result.

### Force majeure

Neither Party to this Agreement shall be liable to the other nor held in breach of this Agreement to the extent that it is prevented, hindered or delayed in performance or observance of its obligations by reasons that it could not have foreseen or prevented.

**Service Policies**

### All samples and libraries

ESCG will carry out the Service according to best possible professional standards.

ESCG does not take any responsibility for data quality due to improper sample handling prior to delivery.

Library preparations or sequencing runs that fail due to reasons caused by ESCG, (e.g. experimental error, technical instrument failure or manufacturer’s kit will be repeated.

At arrival each sample is subjected to an arrival quality control step to confirm that samples fulfill the requirements defined in our *Sample requirements and submission guidelines*.

ESCG offer a validation experiment for quality control of the generated sample cDNA. Depending on the result of the validation run the User can decide to terminate or run a full experiment. The User will be charged for the validation run.

If the User asks that ESCG should go ahead with a low-quality sample that does not pass initial QC, the User will be liable for the cost of preparing the library even if the library fails the library QC. ESCG may decline to proceed.

The services offered at ESCG are not routine. The User hereby acknowledges that some failures are to be expected, despite the best efforts of ESCG staff. Users will still be charged if experiments fail, except as stated above.