

DCI-Lausanne Services Agreement

To help us to successfully enter your contact, billing and project information into our system, please complete all fields in this form **electronically** and submit it by email to alexander.myasnikov@epfl.ch. There is no need to sign the printed version of the document. Typing your name in the designated signature area will serve as your signature.

Project title:

Principal Investigator:

LAST NAME:

First name:

Email address:

Phone number:

Group:

Institute:

Invoicing address:

DCI/UNIL customer

LAST NAME:

First name:

Email address:

**DCI/UNIL member
login at PPMS:**

Phone numbe

Short description of the project in the context of electron microscopy needs

Please, give a short description of your project, while stressing your interest in using cryo-EM and your expectations of the results that you would obtain using the cryo-EM techniques:

General background (Mr, pH, pI, buffer, additives, freezing condition (if any), and so on ...)

EM context and expectations

1. Code of Conduct

- 1.1 **Liability:** No one is permitted to use any equipment at the DCI without prior booking/reservation for a specific time period with the DCI staff member(s) overseeing the ongoing use of the requested equipment. The person who booked/reserved an electron microscope and/or any other equipment should be the one operating it during this time period.

In any case, the person who booked/reserved the equipment for a specific time period holds the full accountability for the equipment during the specific time period booked/reserved. If the equipment is damaged during the specific time period booked/reserved, then the person booked to operate the equipment when the damage occurred will be held financially liable for the damage. Please be mindful that the DCI has no external insurance to cover operational damage.

- 1.2 **Payment:** For all work conducted at the DCI, the DCI will charge an hourly usage fee to serve as a contribution towards the compensation of internal costs (see price list, attached). If a DCI technician performs experiments, an additional service fee will also be charged. This service fee will be based on the initial workload estimation as discussed during project initiation. Whether further funding will be required during the project delivery phase will be determined by a joint discussion between the research group and the members of the DCI.

The research group or the institute responsible for the execution of the research will pay EPFL Financial Services the final agreed-upon amount in full (e.g. the hourly usage fee plus the service fee) upon the conclusion of the allocated delivery timeline, unless agreed otherwise.

- 1.3 **Acknowledgements:** Should the work that you conduct at the DCI contribute to a research publication, you agree to include in the Acknowledgments section of the publication a clause analogous to the following: “We appreciate the assistance from the Dubochet Center for Imaging Lausanne (DCI Lausanne) at the EPFL&UNIL and thank them for their support.”

We also encourage you to acknowledge the specific DCI staff members who were involved in your research by name. In any case, please send us the internet link to the accepted/published manuscript acknowledging the DCI contribution. Your acknowledging us in your research publication is important for our success.

- 1.4 **Co-Authorship:** If DCI staff members were instrumental in any of the following activities that contribute to a research publication: obtaining and interpreting critical results, providing substantial help in designing and conducting experiments, and/or performing advanced analysis of data, then such members would be expected to be listed as co-authors of any relevant forthcoming publication. The decision on co-authorship will be discussed by all members of the research team constructively, in line with the guidelines of SNF.
- 1.5 **Equipment operation:** Please treat equipment with care. Users should follow Startup and Shutdown procedures as explained by DCI staff members during training.

Simplified operation manuals are available for all microscopes and preparation instruments upon request.

While operating the DCI equipment, please notify a DCI staff member immediately if the equipment appears to malfunction in any way. Your notifying a DCI staff member could help to limit or prevent damage to the equipment.

1.6 Confidentiality: DCI members will not present, or publish in any form, data or insights obtained during experimental activities provided as a service, without written consent from the principal investigator (PI) of the project.

2. Terms and Conditions

- This agreement (“agreement”) will come into effect on the date of its mutual acceptance.
- The DCI retains the right to terminate this agreement at any time should any of the Clauses 1.1 to 1.6 be in breach. In case of early termination of this agreement,
 - a) the DCI will issue you a written notice 30 days before the termination comes into effect, and
 - b) the DCI will issue you an invoice for the total cost incurred for the time period that this agreement was in place, prior to the termination, which will be paid by the research group or the institute responsible for the execution of the research as described in Clause 1.2.

I hereby agree with this Service Agreement and will respect the Code of Conduct of the Dubochet Center for Imaging Lausanne (DCI Lausanne) at the EPFL&UNIL and any other instructions that I receive from them concerning usage of their laboratory and equipment.

Please sign electronically here below by typing your name and today’s date:

DCI user:

Date:

Principal investigator:

Date:

DCI member in charge:

Date:

DCI head:

Date:

3. Confidentiality

- 3.1 Throughout this Agreement and for a period of 5 (five) years thereafter, the receiving Party of information (hereinafter referred to as “RECIPIENT”) shall keep confidential and shall not use for any purpose other than for the performance of this Agreement, any valuable information, technical knowledge, experience, data of secret and confidential nature, inventions and any other confidential information of the other Party (hereinafter referred to as “OWNER”), including but not limited to any data or results generated in connection with the samples to be analyzed at the DCI (hereinafter referred to as “Confidential Information”).
- 3.2 The obligations set forth in clause 3.1 does not apply to Confidential Information regarding which RECIPIENT is able to show that: a) it was in the public domain or open to the public at the time it was transmitted to RECIPIENT by OWNER, b) it later fell into the public domain or became open to the public for reasons other than an action or omission attributable to RECIPIENT, c) it already was in RECIPIENT's possession, without any limitation regarding its disclosure at the time it was transmitted to RECIPIENT by OWNER, provided that such prior possession is supported by a written evidence, d) it was obtained in good faith and without any commitment relating to confidentiality from a third party entitled to disclose it, e) is approved for release by written authorization of the OWNER or f) is developed independently of the Confidential Information derived from the OWNER.
- 3.3 No party shall use the name, logo, or trade mark of any of the other parties, its employees or Affiliates or students in any publicity, advertising or news release without the prior written consent of that party.

4. Warranties, liability and insurances

- 4.1 DCI MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE INFORMATION AND THE RESULTS OF ITS SERVICES AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE OR USE. UNIL DISCLAIMS ALL WARRANTIES OF NON-INFRINGEMENT WITH RESPECT TO ANY THIRD PARTY RIGHTS AND TITLE, INCLUDING PATENT RIGHTS, IN THE INFORMATION AND THE RESULTS.
- 4.2 INSTITUTION agrees to defend, indemnify and hold EPFL&UNIL and its employees harmless from claims, liabilities, damages and losses that might arise directly as a result of INSTITUTION's acts in executing this Agreement, unless such claims, liabilities, damages and losses arise from gross negligence or willful misconduct of EPFL&UNIL.
- 4.3 INSTITUTION hereby undertakes to maintain at all times for the duration of this Agreement and for three (3) years thereafter, at its own cost and with a reputable insurer approved by the DCI, a comprehensive and general liability insurance policy. If so requested by DCI/EPFL/UNIL, INSTITUTION shall provide DCI with a certificate of currency and any other evidence of the said insurance policy.
- 4.4 INSTITUTION hereby undertakes to keep the sole responsibility of any own material or information that would stay at DCI or in another place,

property of DCI. DCI makes no warranty of any kind regarding such material or information, which DCI will not indemnify in case of damages.

- 4.5 INSTITUTION guarantees by signing this Agreement (i) that it has the right to use the samples and to forward them to a third person for use, (ii) that the samples are obtained in accordance with all applicable laws and regulations and (iii) that it is duly authorized to undertake the Project.
- 4.6 It is expressly understood that work or service done by the employee of INSTITUTION working for the Project are to be performed by this person in their capacity as an employee of INSTITUTION. Consequently, this person is not entitled to, and will not, receive from the DCI in connection with their execution of this Agreement, any insurance coverage, pension, investment saving plan contribution or other benefits normally provided, or which may be provided, by or on behalf of DCI to its employees. INSTITUTION agrees that it will be responsible for the payment of any federal, state and/or local taxes and any insurance for this person.
- 4.7 It is expressly understood that data (raw images, pre-processed data, processed data) collected/processed by DCI-Laussane **will NOT be stored** for more than two weeks on the server of the DCI-Lausanne. Before data will be deleted from the server User will be notified and after mutual agreement will be permanently deleted.

5. Applicable law and venue

- 5.1 This Agreement shall be governed by and construed under the Swiss law. Any dispute relating to this Agreement shall be referred to and finally resolved by the Courts of Canton de Vaud, Switzerland.

Fees are as follows (1):

Service	Members (2)	Other Swiss Academia	Others (Non-Swiss Academia and For-Profit industry (3))
Titan #1 (300kV CFEG, SelectrisX, FalconIV)	696/day	835.20/day	3600/day
Titan #2 (300kV CFEG, FalconIV)	696/day	835.20/day	3360/day
Glacios (200kV CFEG, FalconIV)	29/hr or 696/day	34.80/hr or 835.20/day	110/hr or 2640/day
Extra Service	78/hr	93.60/hr	130/hr

- (1) All prices in CHF, and without guarantee. Contact us for definite prices.
- (2) Members are EPFL, UNI Lausanne, and Uni Geneva.
- (3) Prices are exclusive of tax.

The instrument fees above include consumables and the operator to set up and supervise the automated data collection, and some preliminary data processing will be done automatically during data collection.

Extensive sample optimization, manual operation of an electron microscope by DCI personnel, data processing, or model building are billed as **Extra Service**.

For Others (i.e., non-Swiss Academia and industry clients), no additional overhead applies, but VAT has to be added where applicable.