IMBA Stem Cell Core Facility Service Terms & Conditions

I. Human IPS Reprogramming

1. Service Terms

These are the service terms and conditions under which the ISCCF provides Human iPS Reprogramming Service.

2. Order and Delivery

2.1 Orders are placed via the JIRA system.

2.2 Generation and delivery of iPS CELL Clones can take up 4-6 months from the ordering date. This delivery time is an approximate indication and is not guaranteed. ISCCF will try to meet the delivery dates specified in the order, depending on availability and any lead times that may apply. If speeding up or delaying the date of delivery would be helpful, please contact ISCCF.

3. iPS Reprogramming Service

3.1. ISCCF offer consulting and non-integrating reprogramming technologies to generate induced pluripotent stem cells (iPSC) using the Sendai Virus System.

3.2. Starting Material to be provided are either Fibroblasts from skin biopsies (punch biopsy 5 mm diameter or $1x10^6$ cells required, passage number as low as possible) or Peripheral Blood Mononuclear Cells (PBMCs; $4x10^6$ cells required).

3.3. ISCCF must comply with existing ethics laws. Therefore, all patient material for iPS derivation must have received ethics approval prior to starting the service project.

3.4. ISCCF performs reprogramming routinely, however the starting material (genetic background, quality) may cause reprogramming to fail. Repetitions will be treated as new service request.

3.5. ISCCF hands over to the RECIPIENT three independent feeder-free reprogrammed iPS CELL Clones tested automatically for: Pluripotency, SNP genotyping, STR profiling and mycoplasma. A 3-lineage differentiation assay can be performed upon request.

4. Quality Control

4.1 ISCCF wants RECIPIENT to receive the iPS CELL Clones in good condition. ISCCF only sends out iPS CELL Clones that pass all ISCCF's internal quality control tests.

4.2 Even though the iPS CELL Clones pass this stringent quality control, ISCCF cannot guarantee that they may work for RECIPIENT's specific experiment or that they are appropriate for RECIPIENT's specific requirements, as the iPS CELL Clones supplied to customers are handled in RECIPIENT's laboratories and facilities outside ISCCF's supervision.

5. Product Use and User Restrictions

5.1. RECIPIENT agrees to use the iPS CELL Clones in compliance with all applicable laws, governmental regulations, guidelines, and ethical rules such as, for example, those relating to research involving the use of animals and recombinant DNA. Furthermore, RECIPIENT is responsible for compliance with all regulations and guidelines applicable to the use, handling, disposal (including without limitation those governing disposal of hazardous materials) and storage of the iPS CELL Clones. RECIPIENT will obtain all permits, licenses or other approvals required by governmental authorities in connection with the receipt, handling, use, disposal and storage of iPS CELL Clones. RECIPIENT will take all necessary steps to ensure securest storage of iPS CELL Clones.

5.2. The iPS CELL Clones will not be used (i) for any administration or application to humans, or (ii) for humans or animals for therapeutic, diagnostic or prophylactic purposes, the use including, but not limited to, clinical applications, cell therapy, transplantation and regenerative medicine.

6. Intellectual property, exploitation, and publications

6.1. The results of a service project shall be owned by RECIPIENT and will be analyzed as to potential intellectual property rights. Intellectual property pertaining to the research area of the RECIPIENT and which directly relate to the RECIPIENT'S product(s), shall belong to that RECIPIENT. Intellectual property pertaining to any other area (i.e., any area other than the RECIPIENT'S area and product(s)), including without limitation the ISCCF technology shall belong to ISCCF. Each party agrees to render its full assistance and cooperation to the other party in obtaining and enjoying such ownership rights. The RECIPIENT is granted the limited license to use the ISCCF intellectual property resulting from the research cooperation project solely for research purposes.

6.2. The RECIPIENT is obliged to describe the contribution of ISCCF and the ISCCF in appropriate way under "acknowledgements" in all its own publications.

7. Limitations of Liability

7.1. All risks of the service project are borne by the RECIPIENT. ISCCF does not assume any liability for the breach of third-party rights to intellectual property in course of the service.

7.2. To the extent permitted by applicable law, ISCCF will not be liable under any legal theory (including but not limited to negligence, strict liability in tort or warranty of any kind) for any indirect, special, incidental, punitive, multiple, exemplary, or consequential damages (including but not limited to costs of cover, lost data or loss of goodwill) that RECIPIENT might incur, or that may arise from or in connection with use of the iPS CELL Clones.

7.3. Any iPS CELL Clones delivered are understood to be experimental in nature and may have hazardous properties such as containing viruses, latent viral genomes, and other infectious agents. RECIPIENT expressly agrees to treat iPS CELLS as if they are not free of contamination and to ensure that they are handled by trained personnel under laboratory conditions that afford adequate biohazard containment. RECIPIENT assume full responsibility for safe handling of iPS CELL Clones.

7.4. RECIPIENT hereby agrees to indemnify ISCCF against any demands, claims, suits, or actions against ISCCF arising out of or in connection with RECIPIENT's use of the iPS CELL Clones, except for those caused by ISCCF's willful misconduct or gross negligence.

8. Service Agreement

8.1. ISCCF's offer to provide iPS CELL Clones is expressly limited to the Service terms and conditions set herein and cannot be amended or modified unless ISCCF agrees in writing.

8.2. ISCCF reserves the right to change these the Service terms and conditions at any time. Any changes made to these the Service terms and conditions will not apply to a service agreement between the parties for any order ISCCF receives before the changes are made.

9. Miscellaneous

9.1. ISCCF will not be responsible or liable for failing to perform its obligations under the Service terms and conditions to the extent caused by circumstances beyond its reasonable control.

9.2. RECIPIENT agrees to keep confidential any non-public technical information, instructions (including any gene sequences, oligo types or sequences) received because of discussions, negotiations and other communications between the parties in relation to products or services from ISCCF.

II. Genome Editing in Human and Mouse Stem Cells

1. Service Terms and Conditions

These are the service terms and conditions under which ISCCF provides Genome Targeting Service in human and murine stem cells for RECIPIENT.

2. Order and Delivery

2.1 Orders are placed via the JIRA system.

2.2 Generation and delivery of genome-edited STEM CELL Clones can take up 4 months from the ordering date. This delivery time is an approximate indication and is not guaranteed by ISCCF. ISCCF will try to meet the delivery dates specified in the order, depending on availability and any lead times that may apply. If speeding up or delaying the date of delivery would be helpful, please contact ISCCF.

3. Genome Editing Service Considerations

3.1. ISCCF offers consulting on project strategy and generation of genome-edited lines.

3.2. When RECIPIENT chooses to provide ISCCF with reagents for genome targeting (cell lines, gRNAs, donors, primers, enzymes or other), RECIPIENT is fully responsible for the design, preparation, quality, and quantity of those reagents.

3.3. If ISCCF is requested to target a previously uncharacterized human or mouse stem cell line, it will run diagnostic tests to determine suitability of the line for targeting. Diagnostic tests may include: (1) growth and expansion, (2) transfection efficiency with control plasmids, (3) clonality and editing efficiency on a pool level; (4) specifically, for human stem cells genomic stability (SNP) and pluripotency; (5) for mouse stem cells, cell culture optimization, i.e. usage of specific FCS batches. These extra steps will increase the time of the targeting procedure. The RECIPIENT may choose to perform some or all the tests in their lab.

3.4. ISCCF cannot predict genome targeting success of a specific gene locus and thus cannot guarantee delivery of clonal edited lines. Repetitions will be treated as new service request.

3.5. ISCCF provides clonal cell lines validated via Sanger sequencing on the DNA level only for the requested modification (e.g. indels, point mutation, reporter). Once results confirm the modification, the facility is not responsible for the gene behavior beyond the DNA level, e.g. mRNA, protein or other biological contexts.

3.6. ISCCF cannot guarantee that after targeting, the line will be suitable for downstream applications (e.g. differentiation, blastocyst injection, screening).

4. Quality Control

4.1 ISCCF wants RECIPIENT to receive the STEM CELL Clones in good condition. ISCCF only sends out genome-edited STEM CELL Clones that pass all internal quality control tests.

4.2 Even though ISCCF's genome-edited STEM CELL Clones pass this stringent quality control, ISCCF cannot guarantee that they are suitable for RECIPIENT's specific requirements, as the genome-edited STEM CELL Clones, once supplied to customers, are handled in in external facilities outside ISCCF's control and supervision.

5. Product Use and Restrictions

5.1. RECIPIENT agrees to use the genome-edited STEM CELL Clones in compliance with all applicable laws, governmental regulations, guidelines, and ethical rules such as, for example, those relating to research involving the use of animals and recombinant DNA. Furthermore, RECIPIENT is responsible for compliance with all regulations and guidelines applicable to the use, handling, disposal (including without limitation those governing disposal of hazardous materials) and storage of the STEM CELL Clones. RECIPIENT will obtain all permits, licenses or other approvals required by governmental authorities in connection with the receipt, handling, use, disposal and storage of STEM CELL Clones. RECIPIENT will take all necessary steps to ensure securest storage of STEM CELL Clones.

5.2. The genome-edited STEM CELL Clones will not be used (i) for any administration or application to humans, or (ii) for humans or animals for therapeutic, diagnostic, or prophylactic purposes, the use including, but not limited to, clinical applications, cell therapy, transplantation and regenerative medicine.

6. Intellectual property, exploitation, and publications

6.1 The results of a service project shall be owned by RECIPIENT and will be analyzed as to potential intellectual property rights. Intellectual property pertaining to the research area of the RECIPIENT and which directly relate to the RECIPIENT'S product(s), shall belong to that RECIPIENT. Intellectual property pertaining to any other area (i.e., any area other than the RECIPIENT'S area and product(s)), including without limitation the ISCCF technology shall belong to ISCCF. Each party agrees to render its full assistance and cooperation to the other party in obtaining and enjoying such ownership rights. The RECIPIENT is granted the limited license to use the ISCCF intellectual property resulting from the research cooperation project solely for research purposes.

6.2 The RECIPIENT is obliged to describe the contribution of ISCCF and the ISCCF in an appropriate way under "acknowledgements" in all its own publications.

7. Limitations of Liability

7.1. All risks of the service project are borne by the RECIPIENT. ISCCF does not assume any liability for the breach of third-party rights to intellectual property in course of the service agreement.

7.2. To the extent permitted by applicable law, ISCCF will not be liable under any legal theory (including but not limited to negligence, strict liability in tort or warranty of any kind) for any indirect, special, incidental, punitive, multiple, exemplary or consequential damages (including but not limited to costs of cover, lost profits, lost data, loss of business or loss of goodwill) that RECIPIENT might incur, or that may arise from or in connection with use of the genome-edited STEM CELL Clones.

7.3. Delivery dates and times are estimates only and ISCCF will not be liable for any losses, expenses, claims, or damages caused by a late delivery or in case of a project discontinuation.

8. Service Agreement

8.1. ISCCF's offer to provide genome-edited STEM CELL Clones is expressly limited to the terms and conditions set herein and cannot be amended or modified unless ISCCF agrees in writing.

8.2. ISCCF reserves the right to change these terms and conditions at any time. Any changes made to these terms and conditions will not apply to service agreements between for any order ISCCF receives before the changes are made.

9. Miscellaneous

9.1. ISCCF will not be responsible or liable for failing to perform its obligations under the service terms and conditions to the extent caused by circumstances beyond its reasonable control.

9.2. RECIPIENT agrees to keep confidential any non-public technical information, instructions (including any gene sequences, oligo types or sequences) received because of discussions, negotiations and other communications between the parties in relation to products or services from ISCCF.