BIOINFOMATICS AND DATA CENTRE
CORE FACILITIES
SAHLGRENSKA ACADEMY

Research Service Agreement

Version 2024.V6

This Research Service Agreement ("Agreement") is made and entered into by and between Bioinformatics and Data Centre, herein referred to as "BDC" ("Facility"), and the client (fully defined bellow), herein referred to as "Client".

Facility:

University of Gothenburg, Bioinformatics and Data Centre
Medicinaregatan 3B, 2nd floor (Klinisk Genetik)
SE 405 30, Box 413
Göteborg, Sweden

Authorized signatory:
Facility Contact: Marcela Dávila, Ph.D. Head of Unit

Client: [Name and legal address of employer of the researcher]

Authorized signatory: (Typically head of department if the Client is another university]

PI Contact: [Insert Client Principal Investigator, phone number and e-mail address]
User Contact: [Insert Client Principal Investigator, phone number and e-mail address]

This Agreement is effective as of 01/01/2025 and will remain in force until a subsequent version of this Agreement is released. Parties agree that any updates, modifications, or revisions to this Agreement shall automatically apply once an update has been published at https://www.gu.se/en/core-facilities/infrastructure-at-core-facilities/bioinformatics-and-data-centre-bdc/access-our-services-and-support and shall supersede the terms of the prior version. It is the responsibility of the Parties to review and acknowledge the latest version of this Agreement on a regular basis.

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1. Introduction and Purpose

Welcome to the Bioinformatics and Data Centre (BDC) at the University of Gothenburg (GU). Our mission is to empower researchers at GU and external institutions by providing expert bioinformatics consultation, data analysis services, and cutting-edge NGS Sequencing solutions, among others. BDC closely collaborates with the Centrum för Medicinsk Genomik (CMG) at the Sahlgrenska University Hospital, which enhances patient care by providing advanced genetic analyses for personalized diagnostics within cancer, hereditary diseases, and rare disorders. Together we support biomedical, pre-clinical and clinical research as part of Genomic Medicine Sweden and SciLifeLab Clinical Genomics and are committed to supporting your research and advancing scientific discovery.

This document serves as a binding agreement between the Facility (BDC) and the Client represented in the project by the PI contact. The Document outlines the terms and conditions governing the services that BDC provides to the Client. BDC encourages the PI Contact to review this agreement carefully to ensure a clear understanding of the rights and responsibilities of both Parties involved.

Agreement Updates:

BDC reserves the right to update the terms of this Agreement periodically to adapt to changing needs and regulatory requirements. While BDC strives to provide notice of any significant changes, it is advisable to periodically review the latest version of this agreement, and the policies referred to herein which is always available via our website: https://www.gu.se/en/core-facilities/infrastructure-at-core-facilities/bioinformatics-and-data-centre-bdc

2. Effective Date and Terms

The Parties enter into this Agreement with the understanding that its terms and conditions will govern their relationship and the provision of services as described herein. This Agreement becomes effective when duly signed by authorised signatories of both Parties. The Agreement for BDC Services takes effect upon mutual execution and terminates upon service completion unless terminated earlier in accordance with this Agreement. Either party may terminate the Agreement by 1-month prior written notice.

3. Contact Information

To facilitate effective communication and ensure prompt support, this section provides all necessary contact details for the BDC units. Users are encouraged to use these contacts for any queries, concerns, or feedback related to our services.

Unit	Email
Bioinformatics	bioinformatics@gu.se
Sequencing	cgg_sequencing@gu.se

Agreement updates will be communicated as set out in Section 1 above. All other notices by BDC to Client will be sent to the User Contact at the address set out in the beginning of this Agreement. The User Contact shall confirm receipt of such notice without undue delay.

A notice shall be deemed to have been received by a Party; when sent via e-mail, upon receipt where the e-mail is received at the addressee's e-mail address, provided that receipt is confirmed by e-mail.

4. Service Details

This section outlines the procedures for initiating and executing projects with BDC. It details the steps from initial contact to project completion, ensuring a structured approach to service delivery. This section also delineates the policies regarding user access to our facilities and equipment. By adhering to these procedures, BDC aims to maintain a high level of service quality and efficiency, ensuring successful project outcomes and a positive collaboration experience. The services are split up in two categories; 1) Bioinformatic projects and 2) Sequencing projects, hereinafter referred to collectively as "Project".

General Terms applicable – for all projects

1. **Contacting BDC**

   To initiate a project with BDC, you may reach out using the following contact methods:

   - For data analyses and training inquiries: bioinformatics@gu.se
   - For sequencing services: cgg_sequencing@gu.se
   - Direct contact with BDC experts: You may also email any of our specialists directly for guidance

2. **Initial Meeting**
   BDC recommends an initial, one-hour meeting to discuss project details, layout, and probable timelines. This meeting incurs no charges.
3. **Project Timeline**
   The timeline depends upon the reception of material/data at the agreed time and may be adjusted if unexpected issues arise. We will keep you updated on any schedule changes as clinical work is prioritized. Additionally, it is requested that you promptly inform us of any developments on your side that may impact the project timeline. Good communication is essential for our project's smooth progress and timely completion.
4. **Account Setup**
   Both the Contact User and the Principal Investigator (PI) must set up an account in our project management system (iLab). The iLab system is used for all services provided by the Lab and the Bioinformatic units. Up-to-date instructions are available at our website.
5. **Project Registration and Equipment Booking**
   To initiate a project, the project must be registered through iLAB and confirmation must be obtained from us. To access our lab equipment, it is mandatory to make a booking via iLab prior to its use.
6. **Data Quality Check**
   A mandatory initial data quality check ensures high-quality analyses. BDC reserves the right to decline or terminate projects due to limited resources, technical infeasibility, insufficient data quality, or ethical concerns (see Disclaimer).
7. **Agreement**
   Preferably, both parties must electronically sign this written agreement to queue the project. Alternatively, a copy of the original signed document will suffice while it is uploaded on iLab for record keeping. This document can be downloaded from our website or directly from the iLAB project request form.
8. **Research Use**
   The services provided are for research purposes only, not for clinical nor diagnostic use. Any and all clinical or diagnostic use of the service deliverables is strictly prohibited.
9. **Project Duration and cancelation**
   The duration of the project starts when the User Contact receives confirmation to start the project after BDC's initial review of data/sample QC result. It excludes the period when BDC is waiting for the user responses for information, such as the project request form. The Project terminates upon completion of the deliverables set out in the confirmation. If the confirmation contains a time schedule it is only an estimated time schedule. The Client acknowledges that BDC will have the sole right to allocate and, schedule the project and that BDC at its own discretion may distribute its resources and adjust the time schedule accordingly. If BDC becomes aware of a need to adjust the time schedule for the project, it will inform the Client hereof and provide a revised time schedule. The Client may not hold BDC liable for any losses, expenses or damages caused by late delivery. If the Client has to cancel an agreed project, the Client must as soon as possible inform BDC in writing hereof. In the case the Client cancels a project, BDC shall have the right to charge the Client in accordance with the work done until the timepoint of cancellation and reasonable costs related to the discontinuation of the project, including all non-cancellable obligations, and any occurring costs connected to the cancelation. BDC may terminate this Agreement by giving written notice to the Client if BDC deems that the service cannot be finalized due to unforeseen technical difficulties.

Project Onboarding – For Bioinformatics Projects

General description of included services and deliverables
BDC offers services including data processing, analysis, and interpretation for genomic, transcriptomic, and other omics data, using specialized software and computational tools. Deliverables often include processed datasets, analytical reports, and visualizations from complex biological data.

Onboarding

1. **Data Quality Control**
   The accuracy and depth of bioinformatics analysis largely depend on the quality and integrity of the data provided. It is crucial that the data submitted for analysis meets certain quality benchmarks to ensure meaningful and reliable analysis results.
   a. **Bioinformatics Data QC Standards**:
      i. **Qualified**: This classification means the data meets the required standards for completeness, format, and integrity, making it suitable for comprehensive bioinformatics analysis.
      ii. **Risky**: Data labelled as Risky may have minor issues regarding completeness, format, or integrity that could potentially impact the quality of analysis. While we can proceed with analysis, users should be aware that the results may be limited or less reliable.
      iii. **Unqualified**: Unqualified data significantly lacks the necessary quality standards, making it unsuitable for reliable bioinformatics analysis. We recommend not using this data. However, if the user chooses to proceed with analysis of Unqualified data, the user must acknowledge and accept the potential limitations and risks involved in the analysis outcome.
   b. **Quality Assessment Process**:
      i. **Initial Evaluation**: Upon receipt, data undergoes a quality assessment based on the above standards.
      ii. **Feedback and Recommendations**: Users will be promptly informed about the quality classification of their data and will receive recommendations for improvements, if necessary.
      iii. **Resubmission or Proceeding**: Users may opt to submit improved data or proceed with analysis on Risky or Unqualified data, understanding the associated challenges.
      iv. **Analysis Phase**: Data that meets the quality requirements or for which the user has acknowledged the risks involved will be advanced to the analysis phase.
2. **Data Retention and User Responsibilities**
   In recognition of the critical importance of effective data management and to ensure the integrity and longevity of research outputs, BDC outlines the following policies regarding data retention and user responsibilities:
   a. **User's data**: Data provided by the user (e.g. sequencing files, alignment files, microarray files or any other file above 1GB for any bioinformatics analysis, may be removed 90 days after the start of the project as BDC aims to optimize the storage resources.
   b. **BDC's Commitment to Data Retention**: BDC will retain files considered as deliverables, including but not limited to tables, figures, scripts used during the analysis, and project documentation, for a period of one year following project completion. This commitment is limited to data storage up to 50 GB and is provided free of charge as a part of our support for the research community.
   c. **Results and User Responsibility for Data Preservation**: Users are responsible for saving and archiving their data. While BDC provides temporary storage of up to 50 GB for one-year post-project, users are responsible for ensuring long-term data preservation beyond these limits. BDC strongly encourages users to establish data management strategies that meet their ongoing research and compliance needs.
   d. **Charges for Exceeding Storage Threshold**: Should the size of the deliverables and associated files exceed the 50 GB threshold within the one-year retention period, BDC will implement a charge for the additional storage required. This charge will be assessed on a per GB per month basis. Users will be informed in advance as they approach the storage limit, offering them the opportunity to manage their data or agree to the additional charges. Rates for extra storage will be communicated directly to the user, ensuring transparency and informed decision-making.
   e. **User Action Required**: Users are advised to regularly review their data storage needs and make arrangements to transfer data from the BDC's systems before the expiration of the retention period or upon reaching the storage limit. BDC will provide notifications regarding impending data deletion or storage limit exceedances; however, the ultimate responsibility for data preservation lies with the user.
3. **Maximum Working Hours**
   Should a project require additional hours beyond the maximum hours stipulated by the user, BDC will notify the user and will not continue any analysis unless the user expresses written consent to proceed with the project.

Project Onboarding – For Sequencing Projects

General description of included services and deliverables
BDC provides services such as sample preparation, library construction, high-throughput sequencing, among other laboratory analyses, tailored to specific genomic research needs. Deliverables typically include raw data files and quality control reports.

Onboarding

1. **Sample Quality Control**
   The final quantity and concentration of samples will follow the quality control (QC) results performed by BDC before sequencing the samples.

2. **Sample QC Standards**
   The result of the sample QC will determine whether the sample meets the requirements for the library preparation:
   a. "Qualified" means the sample meets the requirements for the library preparation and sequencing.
   b. "Risky" means the sample does not fully meet the requirements for the library preparation and sequencing. The library preparation can be attempted, but the quality of the sequence is not guaranteed.
   c. "Unqualified" means the sample does not meet the requirements for the library preparation and sequencing. BDC does not recommend using this sample. If the user insists on proceeding with the library preparation of Risky or Unqualified samples, the user must acknowledge and accept the potential limitations and risks involved.
3. **Sample Disposal**
   All remaining samples will be disposed/destroyed by BDC 30 days from sample delivery unless both parties agree to other arrangements and additional costs.
4. **Return of Unused Samples**
   BDC will not be responsible for the return of unused samples unless both parties agree before the project commences.
5. **Shipping Cost**
   BDC will not cover the shipping cost for the return of unused material.
6. **Data Retention**
   All data generated will be automatically deleted by BDC 30 days after release to the user. The user should contact our data analyst for associated costs to retain data beyond the 30-day period before deleting the data.
7. **Research Use**
   The service provided is for research purposes only, not for clinical or diagnostic use.
8. **Sample Labelling and Delivery**
   All samples must be labelled properly as instructed in iLAB during the project request. Additional sample delivery rules, such as packaging requirements, must be followed and will be detailed during the initial meeting.
9. **Lane Sequencing Services**
   Lane sequencing services include one-time demultiplexing based on indices information on the SIF (sample information form) provided by the user. If data cannot be demultiplexed based on the user's indices, BDC will provide data for the full lane without demultiplexing and charge accordingly for further demultiplexing requests during the after-sale stage.

Access user policies

1. **Training**
   All PI Contacts, User Contacts and other relevant personnel of the Client must complete training provided by the BDC prior to accessing any instrument or lab space. This ensures that all users are equipped with the necessary knowledge and skills to use the facility and equipment safely and effectively.
2. **User license**
   Upon successful completion of training, users will be issued a license number. This number must be provided in the corresponding iLab request form for any subsequent bookings. Only licensed users are permitted to use the Lab premises and its instruments. It is essential that other group or lab members undergo training and obtain their own license before accessing and using the instruments. The License is issued under separate conditions which are binding for the Client and the PI Contacts/User Contacts. If a license holder breaches the conditions for the license, BDC may revoke the license and also terminate by written notice any ongoing project and this Agreement with immediate effect.
3. **Lab Introduction Course**
   During the initial training, users will be introduced to the lab's rules and correct procedures, especially for the pre-PCR, post-PCR, and RNA lab rooms. The rules are accessible on our webpage.
4. **Responsibility for personnel and Equipment**
   Users are fully responsible for the equipment they use during their booked session. Should any issues arise, or if users are uncertain about equipment operation, BDC should be contacted immediately for advice. Client shall be fully responsible and liable for any and all costs, damages or claims caused due to the User's actions with BDC's or a third party's equipment. The Client shall ensure that the personnel is duly insured when they access BDC's faclilities and that they follow all of BDC's regulations and policies for a safe work environment in BDC's facilities.
5. **Booking and Usage Hours**
   Instruments may only be used during designated working hours. Bookings must be made at least 24 hrs in advance, and users may only operate the instrument when BDC staff is present.
6. **Costs**
   An initial fee will be charged for training on the instrument. Subsequent sessions will only incur charges for reagents used per sample. If sequencers are used, a fee for data storage and data management will be charged per run. Data processing assistance for up to 2 hours, including fixes in sample sheets or data transfer, are covered in this fee. Additional work will be charged at the normal hourly fee.
7. **Equipment Maintenance**
   Users are expected to maintain cleanliness in workspaces and ensure proper instrument shutdown. All personal items should be removed after each session. Personal items left behind will be disposed of after a week.

8. **Booking Availability and Cancellations**
   Instruments may become unavailable due to technical issues or maintenance, during which bookings will be blocked. Users are required to cancel bookings at least 24 hours prior to their reservation. Late cancellations or not showing up at the booked time will incur penalties or charges, as outlined in the Financials section.
9. **Hazardous Materials**
   Users must consult BDC for permission before bringing any biohazardous or chemical materials into the lab premises and follow recommended precautions.
10. **Waste Management**
    Users are responsible for transporting biohazardous waste back to their labs or disposing of waste as instructed during training.
11. **Lab Safety and Hygiene**
    To prevent contamination, users must wear fresh gloves and the designated lab coat upon each entry.
12. **Facility Amenities**
    Users are encouraged to use the designated common lunchrooms for food and drinks as instructed during training.
13. **Perfume-Free Zone**
    The use of any scented products is strictly prohibited within the lab premises. The term scented products include but is not limited to perfumes, colognes, aftershaves, scented lotions, fragranced hair products, etc.

5. Financials

This section outlines the financial terms and conditions associated with our services. It includes detailed information on our fee schedules, options for express services, and the policies governing invoicing and payment. Understanding these terms will ensure a transparent and smooth financial relationship between users and BDC.

Fees

Hourly rates are available at our website. Other prices vary according to the type of project and are communicated directly to the user. All quotes that state a number of hours or a price are only estimates and if a project requires more work BDC is entitled to adjust the estimates accordingly, subject to prior written information and consent of the user. BDC will not and isn't obliged to carry out any additional work in the project before the User has approved the additional costs.

Commencement of Billing

Billing for services under this Agreement initiates upon BDC's start confirmation set out in Section 4 Service Details.

Additional Costs

Specific services under this Agreement may incur additional material costs, particularly in cases involving unexpected complexities or requirements for supplementary resources. These costs will be itemized and communicated to the PI Contact/User Contact for approval before any financial commitment is made. It is imperative that the users are aware and agree to these potential additional charges prior to their incurrence.

Express Services

1. **Bioinformatics Analysis**
   For an expedited analysis, users have the option to skip the queue by paying twice the standard rate. This express service is applicable only when reanalyzing data for which the necessary data and scripts are already in place or when, during the revision of a manuscript, reformatting of any visualization generated by our experts is needed.

2. **Sequencing**
   For sequencing projects, an express service option is available to book equipment on the same day, subject to availability. This service also incurs a fee of twice the standard rate.

3. **Conditions and Availability**
   Express services are subject to availability and resource constraints. Users are advised to confirm the availability of this service before opting for it. BDC reserves the right to decline the express service option if it cannot be accommodated due to prior commitments or resource limitations.

Invoicing and Payment Terms

1. **Pricing Structure**
   All bioinformatics services are charged at an hourly fixed fee, available at our website. Services provided by the Lab unit depend on the material, number of samples, type of analysis, among others. A quote will be provided via iLAB.

2. **Re-quoting**
   BDC reserves the right to re-quote the project if the scope changes. In such event, BDC will not be required to perform the project unless both parties agree on the terms of the revised quotation.
3. **Invoice Issuance**
   Invoices are issued upon project completion or quarterly for multi-period projects, depending on the nature and duration of the project.
4. **Payment Due Date**
   Users are required to settle the invoice amount in full within 30 days from the date of the invoice issuance.
5. **Project Completion and Final Invoicing**
   Final invoices will be issued close to the project completion, reflecting any additional costs incurred during the project execution, as per the terms of this agreement and the fee schedules.
6. **Late Cancellations fees**
   Any cancellations made less than 2 hours from the accepted booking will incur in a fee of 50% of the booking cost. This fee compensates for the resources ordered and potential loss of other business opportunities.
7. **Payment Methods**
   All payments for services rendered by BDC must be processed through the iLab system. This ensures a streamlined, secure, and efficient handling of all financial transactions. Users will receive the invoice via the University of Gothenburg's invoicing workflow with an enclosed description of the service provided.
8. **Invoicing Inquiries and disagreements**
   In the event of a disagreement regarding invoicing or any other financial matter, User Contact shall contact Marcela Dávila, Co-Head of Unit, as the primary point of resolution at BDC.
   a. **Process:**
      i. *Notification***:** The user should notify Marcela Dávila via email, providing detailed information about the nature of the dispute.
      ii. *Review:* Upon receiving the dispute notification, Marcela Dávila will review the matter, which may involve consultation with relevant members and examination of transaction records.
      iii. *Response:* A formal response will be provided to the user, typically within 7 working days, outlining the findings and any proposed resolution.
   b. **Resolution:** If the proposed resolution is accepted by the user, necessary actions will be taken to rectify the issue. If the user is not satisfied with the proposed resolution, a meeting may be scheduled for further discussion to reach a mutually agreeable solution.
9. **Additional Costs**
   a. Additional costs may be incurred in specific cases, particularly when dealing with risky or low-quality samples. If it becomes necessary to rerun these samples to achieve the desired quality of analysis, the user will be responsible for the extra costs associated with this process.
   b. Users will be notified in advance if their samples are deemed risky or of low quality and will be provided with an estimate of the additional costs for rerunning these samples. Agreement to proceed with the rerunning at the extra cost will be sought before any further action is taken.
10. **Re-quoting**
    BDC reserves the right to re-quote any project if the scope changes. In such an event, BDC will not be required to perform the project unless both parties agree on the terms of the revised quotation.

6. Data Handling and Intellectual Property Rights

BDC is committed to the secure and efficient management of data, which is fundamental to our services and user relationships. This section outlines our policies and procedures for data handling, including access, retention, archiving, software usage, and data integrity.

Data Access

Secure access to project results is provided via our local server, using project-specific account information and robust authentication procedures.

Retention and Archiving of Generated data and Results

BDC commits to secure and efficient management of project data, encompassing all phases from access to retention and eventual archiving. The specific policies are:

- **Lab Project Data**
  Data generated is retained for 30 days post-completion. After this period, data will be deleted unless arrangements for extended storage are made.
- **Bioinformatics Project Data**
  Deliverables, including tables, figures, analysis scripts, and project documentation, are retained for one year post-completion, up to a limit of 50 GB without charge. After this period, only the project documentation, scripts and sample data will be archived to facilitate future projects that reference this data.

- **User Responsibilities**
  It is incumbent upon the user to ensure the long-term preservation of their data beyond the provided retention period or the 50 GB threshold. Users should actively manage their data, including arranging backups and transfers as necessary.
- **Exceeding Storage Threshold**
  Should project data exceed 50 GB within the one-year retention period, additional storage will incur charges on a per GB per month basis, with rates communicated in advance to clients for transparency and planning.
- **Action Required:** Users are advised to review their data storage needs regularly and prepare for data transfer or backup before the expiration of the retention period or upon reaching the storage limit. BDC will issue notifications about upcoming data deletion or storage limit exceedances, emphasizing the client's responsibility for data preservation.

Intellectual property rights

Ownership of the results achieved within the framework of the Project shall belong to the Client or whomever the Client appoints as the owner. BDC is hereby granted at non-exclusive cost-free license to use general techniques, software solutions and methods, also in the form of intellectual property, developed by BDC personnel when performing the Project for further BDC activities and for academic research and education, subject to the terms on confidentiality herein. BDC has a right to sublicense its rights in the results to third parties which participate in the BDC activities.

Data Integrity and Backup Disclaimer

- **Responsibility for Data Integrity**
  BDC exercises utmost care in handling user data but does not guarantee data integrity. We are not liable for data loss or corruption.
- **No Backups During Analysis**
  User data is not backed up during the analysis process. Users are responsible for retaining original data copies.
- **Requirement for Resubmission**
  In case of data reanalysis or loss, users must provide original data again.
- **Recommendation for Data Backup**
  Users are advised to maintain backups of all submitted data to mitigate potential loss or reanalysis needs.

7. Legal and Ethical Compliance

In this section, we detail BDC's commitment to legal and ethical standards. We cover our adherence to laws, regulations, and ethical guidelines vital for ensuring responsible and compliant service delivery.

Ethical Consent

The PI Contact is responsible for obtaining ethical consent from the Swedish Ethical Review Authority, ensuring compliance with all ethical requirements for the project.

Applicable Law and Dispute Resolution

- **Governing Law**
  The policies and services of BDC are governed by Swedish law.
- **Dispute Resolution**
  Any disputes arising under this policy will be resolved in the ordinary courts of Gothenburg, Sweden.

8. Acknowledgments

BDC charges for all services, and fees are not subject to waiver in exchange for authorship on scientific publications.

If you are presenting the results from any of the provided services in a paper, at a workshop or a conference, we require you to acknowledge our contribution and inform us promptly. We recommend following the Association of Biomolecular Resource Facilities (ABRF) guidelines on authorship. This will help our experts to gather evidence for their professional growth.

For sequencing services

- If only sequencing services were provided, include the following text under the ***Acknowledgements*** section:

  The authors would like to acknowledge Clinical Genomics Gothenburg, Science for Life Laboratory, Sahlgrenska Academy, University of Gothenburg, and Centre for Medical Genomics, Department of Clinical Genetic and Genomics, Sahlgrenska University Hospital, Sweden, for providing sequencing and bioinformatic assistance.

- If a method was developed or modified to your needs during our sequencing services, include the expert(s) responsible for the development as a **co-author**:

  Expert's_name, Clinical Genomics Gothenburg, SciLifeLab

For bioinformatics and statistical support

- If **co-authorship** applies, include the expert(s) responsible as follows:

  BDC_expert's_name, Bioinformatics and Data Centre, Core Facilities, Sahlgrenska Academy, University of Gothenburg, Sweden and Clinical Genomics Gothenburg, SciLifeLab

- In other cases, include the name of the expert that handled your project under the ***Acknowledgments*** section, for example:

  We thank BDC_expert's_name from the Bioinformatics and Data Centre at the Sahlgrenska Academy and Clinical Genomics Gothenburg at SciLifeLab for statistical/bioinformatics support/analyses

9. Miscellaneous

- **GDPR Compliance and Data Processing**
  Both Parties confirm that they will adhere to the General Data Protection Regulation (EU 2016/679), ensuring the highest standards of data privacy and protection. The Parties agree that BDC will process only pseudonymized personal data and the Client shall never provide BDC with any directly identifiable personal information of study subjects/donors. The Client will act as the personal data controller with respect to all processing activities that takes place in connection with the services provided under this Agreement and that BDC will only act as a personal data processor of the Client. For this purpose the parties have entered into a Personal Data Processing Agreement enclosed as Appendix I.

- **Confidentiality and use of project information**
  The Parties agree that Confidential Information is information provided by a Party within the Project to the other Party which:
  Is clearly marked as confidential or similar, or if disclosed verbally, is characterised as confidential at the time of disclosure, and has been confirmed in writing within fifteen (15) calendar days from verbal disclosure as confidential information by the disclosing Party.

  The Parties agree that all Confidential Information shall be treated as confidential by the receiving Party and not be disclosed by the receiving Party to any third party or be used for any purpose besides within the Project, unless the receiving Party has obtained a written permission from the disclosing Party for other disclosure or use.

  The obligation arising from previous paragraph shall not apply to information which:
  a) at the time of disclosure is in public domain,
  b) after the disclosure becomes part of the public domain through no fault of the receiving Party,
  c) was legally in the possession of the receiving Party without obligation of secrecy at the time of disclosure,
  d) was received by the receiving Party after the disclosure from a third party who, to the reasonable knowledge of the receiving Party, was entitled to make such disclosure,
  e) is developed independently by individual(s) employed or engaged by the receiving Party without benefit of the information received form the disclosing Party; or
  f) a Party is required to disclose in order to comply with a law or court order (provided that a request for disclosure of information has been made).

  The identity of the Client and the project titles, affiliated organizations, and principal investigator names is not to be regarded as Confidential Information and BDC may publish such non-sensitive information in summaries of BDC's resource usage.

- **Force Majeure**
  Neither Party shall be liable to the other for failure to perform any of its respective obligations imposed by this Agreement provided such failure shall be due to a cause beyond its reasonable control. The affected Party shall notify the other Party of such force majeure circumstances as soon as reasonably practical and shall promptly undertake reasonable efforts to cure such force majeure circumstances.

- **No warranty**
  Although BDC shall carry out the Project with its customary diligence and according to the state of science and technology known to BDC, BDC makes no representation or warranty of any kind as to the usefulness or completeness of the results of the Project or that such results are fit for any particular purpose or to the absence of

any third-party rights in the results.

- **Limitation of Liability**
  Liability of any Party for any breach of this Agreement, or arising in any other way out of the subject matter of this Agreement, will not extend to loss of business or profit, or to any indirect or consequential damages or losses. The aggregate liability of BDC shall only apply to the extent that it is covered by existing insurance coverage and only up to a maximum total amount of the invoiced fees and costs for the relevant Project.

Signatures:

University of Gothenburg	[PI Contact]
Place:	Place:
Date:	Date:
_____	_____
[Name of authorized signatory]	[Name of authorized signatory]

Facility and User may collectively be referred to as “Parties” and individually also as a “Party”.