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Confidentiality Agreement

This confidentiality agreement is entered into by and between
Protein Crystallization Center @ UZH (PCC),
Department of Biochemistry, Winterthurerstrasse 190, CH-8057 Zürich
and the
[Your Data Here]

hereinafter the "Client".

The following are guidelines under which the PCC agrees to provide its crystallization service to the Client. By the signature, the Client hereby consents to these guidelines regarding any sample provided to PCC and any service performed by PCC on submitted samples.

Use of Service

- 1. Services to be provided:** PCC will perform crystallization on protein samples provided to PCC according to the directions on the order form accompanying such sample (e.g. types of screens to be performed, temperatures, volume ratio). PCC shall perform the service with the same level of care that it uses to process its own samples.
- 2. Protein sample information:** Client will deliver to PCC all information and protein samples necessary for the conduct of the crystallization services. The Client will certify that the delivered sample is not posing a risk to the health of the PCC robot operator when performing the crystallization service. PCC reserves the right to refuse to perform crystallization for any sample for any Client at any time. Should PCC refuse to process a sample, PCC will notify the Client of the refusal and make reasonable efforts to resolve the reason for refusal. If the refusal of service is not resolved within 30 days, the sample will be disposed by PCC.
- 3. Timing of Set-up:** PCC will use good faith efforts to set up delivered sample according to the plate reservation on the "Crystallization Calendar" (<https://booking.core.uzh.ch>), although precise timing for setting up samples is not guaranteed. The protein samples have to be delivered to the crystallization facility for the morning sessions by 8:30AM and for the afternoon sessions by 1:30PM. PCC strongly recommends that delivery of sample to be coordinated with PCC robot operator prior to delivery. Reserved but unused timeslots have to



be cancelled two working days before the reservation by email to xtal@bioc.uzh.ch. PCC reserves the right to charge the Client for reserved but unused plates.

4. Sample Handling: Samples submitted to PCC must be ready to be introduced into the robots except for centrifugation to clarify sample. PCC will not set up precipitated samples or samples deemed harmful to robotics. PCC is not responsible for protein samples received or activity of protein in the sample.

5. Experiment Set-up: Although PCC will use good faith efforts to successfully set up the crystallization experiments, it cannot guarantee that each individual experiment will be successfully performed (i.e. drop of protein and drop of mother liquor set on top of each other). In the event that plates contain more than 10% defective experiments, PCC will, at its discretion, either waive the charge for the corresponding plate, or reproduce the experiments if sufficient protein is available. Because the reliability of setting up experiments is somewhat dependent on the crystallization screen, PCC does not guarantee proper experiment set up with screens provided by Clients. PCC cannot guarantee that crystals will be formed from any sample. Multiple protein constructs may be needed to produce crystals.

6. Incubation: The Client will specify the incubation temperature 20°C or 4°C for their experiments. PCC will use good faith efforts maintain the incubation temperature $\pm 1^\circ\text{C}$ of the temperature set point.

7. Imaging: A minimum of six (6) images of each experiment will be taken by the Rock Imager® over the course of three (3) months. PCC shall use good faith efforts to image plates at days 0, 2, 5, 10, 25, 50 and 100 (± 2 days) of the experiment.

8. Image accessibility: PCC will make an electronic description of each plate setup available to the Client. Images taken of the experiment by the Rock Imager® will be available to the Client through a password protected website. The login with the corresponding password will be setup by the Client at the initial introduction to the Rock Maker® software. It is the responsibility of the Client to view, score, analyze, evaluate and to download those images. PCC shall not be required to provide any tool to download or view the images. Image will be made available in a readily accessible electronic format. PCC shall not be responsible for Client's failure to retrieve images.

9. Sample/Plate/Image Disposal: Unused protein sample will be discarded by PCC seven (7) days after completion of service. Unless pickup, respectively retrieved by Client within 120 days after the last imaging event, Client authorizes PCC to dispose plates, respectively images, without notice. Client shall bear the full risk of loss or damage to the protein samples. PCC shall not be liable to the Client for any loss or damage to the protein samples. The Client's sole remedy for any loss or damage to the protein samples while in the possession of PCC shall be the re-performance of the related crystallization services without any additional cost for the Client.



10. Sample Identification: Client shall identify each sample with a distinct sample ID, made of his Client ID followed by a sequential number starting from 00001 and ranging to 99999.

11. Early Plate Retrieval: In the event that Client needs to retrieve a plate out of the system prior its last imaging event, an advance notice of one (1) working day is needed.

Prices and Payment Conditions

12. Pricing: The pricing schedule for the crystallization services is posted on the PCC website (<https://www.bioc.uzh.ch/research/core-facilities/protein-crystallization-center/>). PCC reserves the right at any time to modify this pricing schedule. Pricing is per plate with either 2x96 or 3x96 experiments. The SWISSCI UVXPO 2 Lens crystallization plate; Cat# UVXPO-2LENS or the ARI Intelli-Plate 96-3 LVR; Cat# 102-0001-03/HR3-185 will be used. Pricing per plate is independent from the number of experiments actually performed on a plate.

13. Payment: PCC will bill the Client after completion of the requested crystallization service. PCC will not perform any services until payment issues are resolved.

Confidentiality and Publication

14. Publication Acknowledgment: Client agrees to acknowledge utilization of the PCC crystallization service in any publication involving crystals or crystal structures derived from crystals or crystallization condition data generated through this service. Neither party will use the other party's name in connection with any publication or promotion without the other party's prior, written consent.

15. Confidentiality: PCC will not attempt to identify the composition of samples submitted to PCC. Any disclosure by the Client regarding any sample's composition, trade secrets, intellectual property, technical specifications and information, development plans, marketing strategies, customer information, and pricing information will not be treated as a confidential disclosure to PCC. PCC will not, without the Client's written consent, use the sample except in connection with its performance of the crystallization service. Provision of the crystallization service by PCC does not preclude PCC from processing samples of the same or similar protein independently developed at PCC or obtained from third parties. All data related to the samples that are produced by PCC through the crystallization services will be maintained and treated as confidential information of Client and will not be disclosed except to Client. Client shall be responsible for safeguarding the username and password for access to the PCC web site and the Rock Maker®. Client shall not share this information outside of his organization and shall only provide it to its authorized personnel.

16. Intellectual property rights

16.1. Client shall own all rights, title and interest in and to the materials and samples and to the results and data of the crystallization services.



16.2. All know how, processes, procedures, methods and developments associated with the crystallization services that are not specifically related to the materials and/or samples and which are solely developed and used by PCC to perform the crystallization services and all intellectual property related thereto, whether created before or after the effective date, shall be owned solely by PCC.

Miscellaneous

17. Warranties: Client warrants that it owns all rights, title and interest to any sample furnished to PCC and intellectual property related thereto, and that PCC's use of the sample to perform the crystallization service does not infringe any third party rights. PCC does not make any warranties of any kind, either express or implied, with respect to the crystallization service. PCC hereby expressly disclaims all warranties for merchantability and fitness for a particular purpose with respect to the service and any crystals and data formed.

18. This crystallization service shall be provided under the laws of Switzerland. Any dispute arising out of or in connection with execution of this service to Client, which could not be solved by an amicable settlement shall be submitted to and settled by the competent Courts of Zurich, Switzerland.

Client

PCC @ UZH

Date:

Date:

Representative of Client

Beat Blattmann