

GENERAL TERMS AND CONDITIONS

Article 1 – Area of application

This agreement is entered into between VIB vzw, having its registered office at Suzanne Tassierstraat 1 - 9052 Ghent - Belgium and with company registration number 0456.343.923 (RPR Gent) (“**VIB**”), and the Customer listed above (“**Customer**”), collectively referred to herein as the “parties”, or separately as the “party”, as of the date when parties agreed to start library preparation by the Neuromics Support Facility (“**NSF**”). The terms and conditions of this agreement are applicable to all NSF activities.

For clarity, NSF is embedded in the VIB-UAntwerp Center for Molecular Neurology. VIB and UAntwerp have signed a framework agreement, which grants VIB the sole and exclusive right to manage the valorisation of results jointly owned by both VIB and UAntwerp arising from the research in the VIB-UAntwerp Center for Molecular Neurology.

Article 2 – Project

The project will start upon agreement to the terms and conditions. The Customer agrees with the NSF work agreement by sending either 1) an email with a copy of the signed work agreement (or addendum) or 2) an email including a written agreement and specifying NSF Work agreement ID and (for 1 and 2) arrival of samples at NSF. The agreement should be sent to gsf@uantwerpen.be, or mojca.strazisar@uantwerpen.be.

Article 3 – Price

Our prices are quoted in Euros and are exclusive of VAT. Prices may be subject to change and are available upon request. NSF works in two different arrangements: as a service or in collaboration. Prices reflect the chosen arrangement. Customer is responsible to formally agree with the terms and conditions via email, and with specifying the NSF Work Agreement ID. Email confirmation authenticates the responsible(s) have read and agree with the Terms and conditions of the Work Agreement.

Article 4 – Delivery times

VIB will use reasonable efforts to deliver results within the period agreed upon with Customer. However, delivery times agreed upon are not binding and delays in delivery shall not give rise to cancellation of the order.

Article 5 – Shipment of samples

To ship the samples to be analysed by NSF, Customer shall appropriately pack and label the samples. Shipment of the samples shall be at the charge of Customer. VIB shall not be liable for loss or damage of the samples during shipment, storage or use while performing the services. After performing the services, VIB may, at its option, decide to return to Customer or to destroy any remaining of the samples. If samples are to be returned, the Customer arranges and covers the cost of the shipment.

Article 6 – Confidentiality

NSF will use reasonable effort to keep in strict confidence any information and results, ensuing from an order by Customer. Only Customer will be allowed to access such information and results, except if NSF is required by law to disclose information or results.

Article 7 – Intellectual Property Rights

All rights, titles and interests in and to any results, ensuing from an order by Customer, shall be owned by the Customer. All rights, titles and interests in and to any technology, methods, expertise, and any inventions used by VIB to perform the service to Customer, shall be owned by VIB. VIB shall have no obligation to disclose the details of the technology, or the methods used by VIB to perform the service to the Customer.

Article 8 – Limited warranty

NSF shall use all reasonable efforts to perform the services with utmost care and skill. NSF makes no other warranty, express or implied, including any warranty of merchantability, title, or fitness for a particular use. NSF does not warrant that the use of results will not infringe intellectual property rights of third parties.

Article 9 – Limitation of liability

After delivery of the results to Customer, NSF cannot assume any other liability than that provided under Article 8. In no event shall VIB be held liable for any damages arising from loss of earnings or any other loss arising directly or indirectly from defects in the results unless this is caused by gross negligence or malicious intent of NSF. Customer will indemnify NSF and hold harmless NSF and its directors, employees, researchers and students from any claims or liabilities which might arise because of Customer's use of the results.

Article 10 – Payment

Invoices are payable within thirty calendar days of the invoice date or internal transfer request. All invoices that have not been settled by the due date will, as of right and without formal notice of default, moreover, be increased with interest for overdue payment of 1% per month and an extra compensation of EUR 125.

Article 11 – Termination

NSF shall have the right to terminate the project without being liable for any damages, by notification of the Customer of NSF's intention by registered letter, in the event of non-performance by the Customer of one or more of his contractual undertakings.

Article 12 - Human material and derivatives

Human material, used for scientific research and its derivatives needs to comply with Belgian biobank legislation. Complying with the law is the responsibility of the provider of the material and its derivatives and not the responsibility of VIB.

Article 13 – Collaborations & co-authorship and Service

NSF provides two types of activities, Service, and collaborations.

If Customer agrees to a service, standard prices apply and any additional (intellectual, physical) activity considering this project is to be charged additionally.

If Customer agrees to a collaboration, reduced prices apply. The collaboration agreement also includes reduced or free of charge additional services such as consulting, troubleshooting, data interpretation and sharing expertise, if it is associated with activities covering the service agreement, including, but not limited to help with technical data presentation, co-reading, co-writing, reviewing, and co-rebutting scientific reports. The duration of the access to NSF expertise is for the duration of the project until 2 months after completion of the project, if not specified differently. The assistance is limited to data accessibility and is related to activities described in the service agreement. In return members of NSF who have contributed to this project, directly through the performance or interpretation of experiments or indirectly through intellectual contributions, shall be listed as co-authors in any publication or any other form of disclosure of the data generated by NSF, in accordance with academic standards and customs.

If data is published or disclosed in any other form without co-authorship, NSF reserves the right to, at its own discretion, invoice the Customer for additional service fees.

Article 14 – Right to change the work agreement.

NSF reserves the right to adapt the activities and cost of the initial work agreement based on initial quality control of the samples or changed experimental needs. If a changed agreement results in changed cost, NSF shall inform the Customer of the changes (with addendum) before any further wet or dry lab activities take place. The Customer has the right to terminate the agreement and will be invoiced only for the part already executed. If Customer agrees with changes, they must send confirmation via email, clearly specifying agreement or addendum ID. The adapted activities will only start after the confirmation is received.

Article 15 – Applicable Law

This agreement will be governed and interpreted in accordance with the Belgian law.