

DZNE Core Research Facilities and Services General Terms of Use

approved by the Executive Board on 12 November 2012

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CRFS – General Terms of Use

Please note:

This is an unofficial English translation of the „Zentrale Forschungseinrichtungen und Dienstleistungen des DZNE – Allgemeine Nutzungsordnung“. The English version is for reading purposes only and intended solely for better understanding. Legally binding and valid in case of any dispute is only the original German version.

Mission

The DZNE is a research institute within the Helmholtz Association. Its mission is to understand the causes and risk factors that lead to a predisposition for neurodegeneration and to develop new therapeutic and health care strategies. In order to promote high quality research in the field of neurodegeneration, the DZNE has established a number of core research facilities and core research services.

The mission of these core research facilities and services is to assist scientists in their work by providing state-of-the-art technologies and qualified scientific support and to serve as a repository for relevant methods, processes and techniques.

Art. 1 Definitions of terms

- The **CRFS** are the DZNE's centralized scientific facilities and services.
- **Instruments** means devices and equipment available for use by all relevant persons.
- **Internal users** means all persons who are either DZNE staff or who work for the DZNE in an ancillary capacity. It also includes persons who have MoV Status (staff in unremunerated stay) with the DZNE.
- **External users** means all persons who are not internal users and who, upon application, may receive usage access to the CRFS; **this also includes** persons who belong to an organization with which the DZNE maintains contractually documented scientific or strategic cooperation.
- **Privileged status** means a status whereby external users can receive expanded access authorization and price reductions.
- **Cost-bearing institution** means any legal entity whose staff, agents, representatives or affiliates use the CRFS as external users.

Art. 2 Use of the CRFS

The CRFS are available both to internal users and to external users. In use of the CRFS, internal users have priority over external users. The head of the CRFS decides, exercising reasonable discretion, the extent to which external users may use the CRFS, and he/she reports to the Executive Board regarding such use.

Art. 3 Access rights for internal users

Internal users may reserve and use the CRFS 24/7. When registering, internal users must state that they are internal users.

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Art. 4 Access rights for external users

External users normally have access on Monday through Friday, from 7 a.m. to 7 p.m..

A privileged status may be granted by the DZNE Executive Board.

Art. 5 Requirements applying to CRFS bookings

To be able to book and use any CRFS instrument

- You must register as a user (a sample registration is included in the Annex; the currently applicable version is available for download from our Website);
- You must have been properly trained / familiarized, by CRFS staff, for/with the particular setup you wish to use, and you must assert, via your signature, that you have received such training / familiarization.

By signing the registration form you accept the applicable Terms of Use.

Bookings are valid for one year. Please note that activation of the booking database can take up to 48 hours.

Art. 6 Procedure for making a CRFS booking

For every instance of use, a booking must be made with the core facility being used.

Such bookings are made online, via the database for the core facility in question. Except in individual cases in which the head of the CRFS, or a staff person appointed by him/her for this purpose, decides differently, the following rules apply to booking of research-facility instruments:

- Bookings
 - may be made no more than 4 weeks in advance
 - may be made for no more than 3 appointments per week and instrument
 - may be made for no longer than 4 hours/day
- A booking may be cancelled at no charge if the cancellation is made at least 24 hours before the commencement of the booked time. A user who cancels a booking late (i.e. fails to cancel at least 24 hours before the commencement of the booked time) will be charged for the pertinent booked time.
- Long-running experiments should be scheduled to run at night, between 7 p.m. and 7 a.m..

Art. 7 Publications

Users are required to do the following, to the extent such actions accord with good scientific practice:

- In publishing their results, to acknowledge the contribution of the CRFS to their work;
- To send the CRFS a copy of every publication that is based on research conducted in the CRFS.

Art. 8 Confidentiality – Protection of intellectual property

The work of the CRFS / its users is considered to be the intellectual property of the CRFS / its users and must therefore be treated with confidentiality except as expressly stated otherwise. In any case, we advise you to take all precautions to protect your work against any threats to your intellectual property.

Unless agreed otherwise in writing by DZNE, DZNE shall retain all rights, title and interest in and to, and possession of, all its proprietary technology (e.g. assays), including, but not limited to, all copyright, patent, trade secret and other intellectual property rights associated with any ideas, concepts, methods, processes, techniques, inventions or works of authorship (including algorithms, programs and documentation) developed or created by or on behalf of DZNE for providing services under any order accepted by the CRFS.

Art. 9 Data storage

While users may temporarily store data on the CRFS systems, they must transfer their data to another location as soon as possible. For this reason, data files more than 2 weeks old will be deleted automatically. The CRFS may not and cannot assume any responsibility for users' data.

The CRFS explicitly note that automatic storage of any research data on the CRFS systems could infringe on the relevant owners' rights to the data.

The CRFS are entitled to save, and to use, to the necessary extent, all data required for management and administration of usage, including personal data of users. No data are made available to third parties, except as required in connection with the aforementioned purpose.

Art. 10 Security and managerial authority

All instructions and warnings of CRFS staff must be strictly observed.

In the interest of ensuring conformance with the safety requirements for the use of the core facility involved in each case, in booking a specific instrument a user must declare that he or she has been instructed in the use of the instrument and the core facility involved.

The CRFS emphasizes the scientific nature of its instruments and premises. In addition, all users are strongly requested to apply the caution and care necessary for work in laboratories and experimental environments.

In particular, users must observe (not an exhaustive list):

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- Occupational safety regulations (including regulations regarding use of lasers, etc.)
- Laws pertaining to genetic engineering
- Laws pertaining to animal welfare
- Rules and regulations for proper disposal of chemical waste

Prior to making a booking and proceeding with his or her use, a user must check whether the intended use is subject to specific legal conditions. The reason for this is that the CRFS may be used only in accordance with the applicable legal provisions and the internal DZNE regulations issued for their implementation.

Art. 11 Prices

Use of the CRFS is subject to charges. The relevant rates are based on the actual costs of the CRFS and on users' status, in keeping with the applicable legal regulations.

The price tables for the CRFS are always posted, in their most recent versions, on the Website. Price changes are announced in advance.

Every user is responsible for informing himself/herself of currently applicable prices.

Art. 12 Invoicing

All costs accruing in connection with usage by an internal user are charged, directly and automatically, to the relevant cost center. On a monthly basis, the CRFS inform the relevant cost-center manager, and the Controlling and Finance Department, regarding the services provided for the user. Such notifications are provided as detailed statements of costs (on a special cost form). The Controlling and Finance Department automatically charges such costs to the CRFS budget or to a budget of the cost center in question.

In the case of an external user, the Controlling and Finance Department invoices either the user, or the relevant cost-bearing institution, on a monthly basis. The relevant invoices show the services provided by the CRFS, the time used by the user and the applicable individual prices.

Art. 13 Consequences of improper use / violations of rules and instructions

In cases of improper use of the CRFS, of violation of rules or regulations for usage or of violation of instructions of the CRFS staff (Art. 10), the head of a core facility has the right to temporarily exclude the affected user from further use of the CRFS. The DZNE Executive Board, acting in cooperation with the head of the CRFS, decides on any permanent revocations of usage privileges.

Art. 14 Liability

The CRFS wish to prevent any and all harm to their users and their instruments. Any and every instance of damage or malfunction must be reported immediately to the CRFS staff.

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Any damage to CRFS instruments that can be attributed to intentional or grossly negligent actions on the part of an internal user will be brought to the attention of the head of the CRFS. The CRFS may ask the Executive Board to assign the resultant costs to the cost center of the responsible user.

The cost-bearing institution is liable for all damages caused by external users affiliated with it.

The DZNE shall neither be liable for, with respect to external users, nor compensate external users for, any personal, material and property damage incurred by external users, or their cost-bearing institutions, their staff members or their agents, unless such damage has been caused intentionally or through gross negligence. This exclusion of liability shall not apply to personal injuries.

The DZNE cannot guarantee that know-how, work results, documents and items made available are correct, useful and complete and may be used without infringing the rights of third parties.

Art. 15 Other provisions

The CRFS will issue Special Terms of Use that set forth the strategies and procedures applying to its various core research facilities and services. Such Special Terms of Use will cover such matters as access to core research facilities, instrument usage, submission of samples, usage of scientific results and other relevant issues. Unless expressly stated otherwise in such Special Terms of Use, the General Terms of Use shall prevail.

Registration form for access to the Core Research Facilities and Services of the DZNE (Internal Users)

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(Please note that an access authorization is valid for only one year from the date on which it is issued).

Please complete ALL spaces, to expedite processing and thus obtain the fastest possible access to the research facility in which you are interested. Once you have provided all the necessary information, the booking database will be activated for you within 24 – 48 hours.

Please send your completed and signed application (original) to *[enter postal address]* or fax it to *[enter fax number]*.

Applicant's contact data:

First name:	Title:
Last name:	
Address:	
Postal code, city:	
State:	
Telephone number:	
E-mail:	

Application for:

<input type="checkbox"/> New registration
<input type="checkbox"/> Renewal of registration
<input type="checkbox"/> Other reason (change of institute, new job title, etc.)

Please check as appropriate:

<input type="checkbox"/> Employee of the DZNE
<input type="checkbox"/> Not an employee of the DZNE
<i>If you are not an employee of the DZNE, please name your employer</i>
Name of employer
Employer's address
Is your employer
<input type="checkbox"/> An academic institution
<input type="checkbox"/> A non-profit organization (please include relevant certification/documentation)
<input type="checkbox"/> An industrial / a biotechnology company
<input type="checkbox"/> Other (please state)

For which research facility and service are you requesting access?

<input type="checkbox"/> Animal behavior analysis
<input type="checkbox"/> Image and data analysis
<input type="checkbox"/> Laboratory-automation technologies
<input type="checkbox"/> Optical microscopy
<input type="checkbox"/> Small-animal imaging

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Annex (sample)

- Techniques relative to viral vectors
 Other (please state)

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I hereby declare that I have read and understood the General Terms of Use and, if applicable, the Special Terms of Use. In addition, I declare that I will observe the rules and provisions of the General Terms of Use and of the Special Terms of Use (if applicable). I also declare that I understand that in case of violation my privileges to use the research facility will be revoked.

Place, date

Applicant's signature:

Consent of the research group head

First name: _____ Title: _____

Last name: _____

Address: _____ City _____ Street _____ Number _____

Postal code: _____

State: _____

Telephone number: _____

E-mail: _____

Name of the research group: _____

Cost center for invoicing: _____

Order for invoicing: I _____

I hereby declare that I have read and understood the General Terms of Use, the Special Terms of Use (if applicable), the conditions for access and the rules and procedures for the research facility (facilities) for which the member of my research group wishes to apply. I therefore declare that I will observe the rules and provisions of the General Terms of Use and of the Special Terms of Use (if applicable). I also declare that I understand that in case of violation by a member of my research group the relevant privileges to use the research facility will be revoked.

I understand that the accruing costs will be charged to my account and that a pertinent statement of costs will be e-mailed to me on a monthly basis.

Place, date

Signature of the head of the research group

Registration form for access to the Core Research Facilities and Services of the DZNE (External Users)

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(Please note that an access authorization is valid for only one year from the date on which it is issued).

Please complete ALL spaces, to expedite processing and thus obtain the fastest possible access to the research facility in which you are interested. Once you have provided all the necessary information, the booking database will be activated for you within 24 – 48 hours.

Please send your completed and signed application (original) to *[enter postal address]* or fax it to *[enter fax number]*.

Applicant's contact data:

First name:	Title:
Last name:	
Address:	
Postal code, city:	
State:	
Telephone number:	
E-mail:	

Application for:

<input type="checkbox"/> New registration
<input type="checkbox"/> Renewal of registration
<input type="checkbox"/> Other reason (change of institute, new job title, etc.)

Employer information

Name of employer
Employer's address
Is your employer
<input type="checkbox"/> An academic institution
<input type="checkbox"/> A non-profit organization (please include relevant certification/documentation)
<input type="checkbox"/> An industrial / a biotechnology company
<input type="checkbox"/> Other (please state)

For which research facility and service are you requesting access?

<input type="checkbox"/> Animal behavior analysis
<input type="checkbox"/> Image and data analysis
<input type="checkbox"/> Laboratory-automation technologies
<input type="checkbox"/> Optical microscopy
<input type="checkbox"/> Small-animal imaging
<input type="checkbox"/> Techniques relative to viral vectors
<input type="checkbox"/> Other (please state)

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Annex (sample)

I hereby declare that I have read and understood the General Terms of Use and, if applicable, the Special Terms of Use. In addition, I declare that I will observe the rules and provisions of the General Terms of Use and of the Special Terms of Use (if applicable). I also declare that I understand that in case of violation my privileges to use the research facility will be revoked.

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Place, date

Applicant's signature:

Information and consent of the cost-bearing institution

To be completed for all invoice recipients:

Name of the institution:

Invoice address:

Operational site / location for which the service is to be provided:

If the invoice recipient has its main location in Germany / an EU Member State:

- VAT identification number (USt-ID):
- *If the recipient has no USt-ID: Proof of entrepreneurship subject to VAT obligations (such as certificate of entrepreneurial status, certificate of tax status, or other similar document).*

If the invoice recipient has its main location in a non-EU country:

- Certificate of entrepreneurial status
- If applicable, VAT number or similar number issued by the non-EU country for purposes of identifying companies

I hereby declare that I have read and understood the General Terms of Use, the Special Terms of Use (if applicable), the conditions for access and the rules and procedures for the research facility (facilities) for which the employee of my institution wishes to apply.

I hereby accept the General Terms of Use and the Special Terms of Use (if applicable).

I understand that in cases of violation privileges for use of the research facility in question could be revoked for users from my institution. I understand and agree that the institution I represent will be liable for any damages caused by users from my institution.

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I understand that the accruing costs will be invoiced to my institution on a quarterly basis, via the invoice address listed above.	
_____ City, date	_____ Signature of an authorized representative of the cost-bearing institution

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