

**Memorandum of Understanding**

Between the Base Institutions of the Core for Life (C4L) Association

CRG

Center for Genomic Regulation  
Barcelona, Spain

CSF

Campus Science Support Facilities  
Vienna, Austria

EMBL

European Molecular Biology Laboratory  
Heidelberg, Germany

FGCZ

Functional Genomics Center Zurich  
Zurich, Switzerland

MPI-CBG

Max Planck Institute of Molecular Cell Biology and Genetics  
Dresden, Germany

VIB

Flanders Institute for Biotechnology  
Gent, Belgium

### Introduction

By this Memorandum of Understanding the Base Institutions of the Core for Life Association signing this document (hereinafter the 'Base Institutions') express their intention to collaborate in organizational and operational aspects of core facility management and scientific support of life science research.

In recent years, the named Base Institutions started to surround their individual research groups and departments with supportive core facilities operating specialized state-of-the-art technology platforms. Those institutional core facilities are staffed with expert scientists, researchers, technologists, engineers & technicians and have ample experience in a specific technology-driven field (e.g. genomics, proteomics, bioinformatics & computational biology, recombinant protein-, antibody- and Nanobody production, microscopy, screening of small molecules, etc.). Services often range from experimental design to data delivery and analysis, whereby the core facilities provide individual research labs the flexibility to outsource technology-demanding projects to centralized, well equipped state-of-the-art facilities. This approach prevents a multiplication of costs through several peripheral investments in equipment run at low capacity, low efficiency and with lack of expertise. A major advantage for the individual research groups is to be able to focus on their research questions and not to spend time and effort on the search for investment in expensive, sophisticated equipment and training of their personnel.

To explore and use the potential of bundling core facility expertise across institutions and countries, a collaborative alliance of cutting-edge core facilities is envisaged. **Core for Life, a European core facilities excellence alliance** pursues the following goals:

1. Drafting and discussing best practices and common standards for core facility management, standards of procedures, quality control, pricing policies, etc.
2. Establishing a training network/curriculum for core facility personnel.
3. Scouting for and validating emerging technologies with non-confidential datasets.
4. Exploring models for capacity sharing and coordinated investments across institutes and countries.
5. Engaging EU and national organizations and funding bodies in a dialogue towards improving the landscape of funding opportunities for core facilities, shared equipment and core facility networks.
6. Creating an open platform to share results such as best practices and core facility management models with the broader scientific community, and to provide training (tools) to core facility staff and their next generation.

The Base Institutions agree to actively support the intended transfer of knowledge and resources and to proceed at their own risk and expense regarding the subject matter of this MoU. Bi-or multilateral agreements between the Base Institutions may complement the provisions of this MoU if deemed necessary for the achievement of any of the goals. As far as no specific provisions are made in a bi-or multilateral agreement, the members accept the compensatory terms put forward in the service terms and conditions of individual Base Institutions as an agreed basis for the cross-facility use of infrastructures and services.

### **Subject**

The members plan to collaborate in the following fields of interest and in the following way:

1. Best practice sharing
  - a. Share QC protocols between facilities with related technology platforms
  - b. Set-up field-specific expert groups and organize regular work group meetings
  - c. Share information on costing and pricing models, and aim to reach comparable pricing structures across European core facilities
    - i. Find models to sell excess capacity to external users on special advantageous terms, to be agreed between the Base Institutions
  - d. Share information on models for core facility management
    - i. Research / technology development / service
    - ii. Participation in publications / acknowledgements
    - iii. Tracking user satisfaction
    - iv. Tracking future demand
    - v. KPI's to measure facility performance
    - vi. Develop matrix that illustrates cost-effectiveness of cores relative to research groups
    - vii. Develop models to operate core facilities jointly between different legal entities
    - viii. Agree on adequate input – output criteria per particular technology platform
2. Technology scouting
  - a. Set-up technology expert groups
  - b. Set-up an online tool to exchange and update information on institutional scouting activities
  - c. Contact companies or foreign institutes and negotiate beneficial conditions for early or even beta-tester access
  - d. Inform each other about the data/content of local technology seminars

3. Training
  - a. Communicate and transfer unique knowledge / technologies / procedures between Base Institutions
  - b. Inform each other regularly about training schemes and reserve slots for training
  - c. Make discrimination between basic and advanced training needs elsewhere. For basic training foresee possibility to join and learn technique. For advanced training, foresee possibility to have mini-sabbaticals for alliance members.
  - d. Jointly organize workshop dealing with technology specific applications
4. Capacity sharing
  - a. Provide access to operating platforms in compliance with the legal frameworks of respective Base Institutions
    - i. Keep each other updated on an institutional inventory of available technologies
    - ii. Identify technologies for which sharing across institutes could make sense
    - iii. Explore and agree on special conditions for Base Institutions: special prices, priority access; limit emergency cases (e.g. broken instruments, backlog) to a certain percentage of the capacity
    - iv. The user will be invoiced directly for the service, based on the service and the fee that has been agreed in a previously signed quotation (in time specific financial models may be developed and agreed upon between the Base Institutions).
  - b. Future technology platforms, two options
    - i. In case of risky technologies, Base Institutions shall consider the possibility to co-finance the purchase by buying a defined usage quota (contracts for one year), on a case-by-case basis
    - ii. Study the feasibility of shared investment
5. Engaging EU (and national) organizations and funding bodies in a dialogue towards improving the landscape of funding opportunities for core facilities, shared equipment and core facility networks
  - a. Identify potential existing / fitting funding schemes
  - b. Depending on the outcome, decide whether and how to approach EU policy makers
  - c. Lobby for the implementation of an overhead for core facilities within research projects

### **Confidentiality**

The Base Institutions will keep secrecy upon their individual contract negotiations and content of exchanged information and agree, that all information communicated to each other and clearly marked with as confidential shall be received in strict confidence and no such information shall be disclosed to third parties by the recipient party, its officers, employees, consultants or agents without the prior written consent of the other party.

For clarification, the following levels of information can be envisaged:

- Own, Base institution-internal information concerning conditions and relationship with suppliers and research partners can be made accessible to Core for Life partners if the respective agreements exist. In general, research data generated at any of the member's sites is treated as own and non-disclosable information, unless the respective agreement exist.
- Conditions of relationships and interactions and services between members of the alliance should be disclosed to all members. Excluded is information that must remain confidential within bi- and multilateral agreements because of indirect limitations (requirements by users / customers / suppliers of the respective members).

The duty of secrecy and the restriction of use are valid for two years upon actual disclosure of the information.

### **Non-binding Provisions**

This MoU is not a complete statement of all terms and conditions of the interactions currently being considered by the parties.

The following essential issues, among others, are not addressed in this MoU but are intended to be addressed in a definitive written agreement, if one is executed:

- Copyright
- Intellectual Property and Publications
- Limitation of Remedies and Liability

It is expressly understood that this MoU is not intended to be enforceable by either party (except with respect to the obligation of confidentiality). If the parties execute a definitive agreement, this legally binding contract will supersede this MoU. On oral agreement or conduct of the parties (including partial performance) each Base Institution shall be deemed to impose any obligation or liability on either party. This MoU creates no relationship of joint venture, partnership, or agency between the parties, and the parties acknowledge that no other facts or relations exist that would create any such relationship.

### **Term and Termination**

## Core For Life (C4L)

The MoU becomes effective on the day of its signature by the Members, and shall take effect for an unlimited time period. Any Base Institution may withdraw from the Core for Life Association upon six (6) months prior written notice.

### Signatures

For	CRG	For	CSF
Date/Signature		Date/Signature	
Name	Dr. Luis Serrano	Name	Dr. Andreas Tiran
Department	Director	Department	Managing Director
For	EMBL	For	FGCZ
Date/Signature		Date/Signature	
Name	Dr. Rainer Pepperkok	Name	Dr. Ralph Schlapbach
Department	Core Facilities and Services	Department	Director
For	MPI-CBG	For	VIB
Date/Signature		Date/Signature	
Name	Dr. Ivan C. Baines	Name	Dr. Geert Van Minnebruggen
Department	Chief Operating Officer	Department	Head of Core Facilities