



ZMBP Flow Cytometric User Agreement

Name (Lab Representative): _____
Address: _____ Telephone: _____
email: _____@_____

Private Investigator/Group leader (Lab Head): _____
Address: _____ Telephone: _____
email: _____@_____

Research Project:

Sample Type(s):

Machine use: FACS (Sorting) Analysis (only)

Facility Name:

The ZMBP shared resource lab FACS & Transformation is sub-division of the ZMBP Central Facilities.

For simplicity, publications and talks should refer to the collaborative-services as ZMBP Central Facilities.

User-Agreement(s): The PI agrees that use of a FACS service is a collaboration between the ZMBP Cytometric SRL and the PI. **Critical data *must include* the Principle Operator's name and Affiliation(s) on any publication using that data. Critical data is data that cannot be removed from a publication, as the work relies on the data and/or method generated and was necessary for the success of the experiment/s.** Work present in a publication *but not critical to the manuscript*, should be represented by mentioning the name of the Operator and the name "ZMBP Central Facilities" in the Acknowledgement section. We would appreciate you mentioning us in public talks and progress reports. The Principle Operator is the Scientist responsible for establishing and implementing the protocols for ZMBP FACS machine(s) for the particular Guest Scientist on a one-to-one basis. Data is kept confidential between the ZMBP Cytometric SRL and the PI Laboratory.

Fees: Fees are to recuperate costs for maintaining and operating the FACS machine and for any extra materials needed as agreed upon by the PI and ZMBP (calibration beads, sheath fluid, Eppendorf and falcon tubes, fluorescent dyes, pipette tips, etc...). Fees will be assigned to the type of work to be done, on which machine, and type of involvement desired. Service-Operation includes personnel costs as suggested by the DFG.



Definitions:

Self-Operation (Anwendungsbetrieb) – Guest scientists operate the machine on their own, performs their own data analysis and interpretation. Basic data analysis and interpretation included, advanced data analysis and interpretation counts as Service.

Service-Operation (Servicebetrieb) – Facility operates the machine for the guest scientists; Advanced data analysis and interpretation.

Training – Instruction and approval as how to use a machine to a guest scientist in the given Facility. Training is only needed if the guest scientist intends to run a machine under Self-Operation.

Analysis - Analysis is the usage of a flow cytometer without the intention of electrostatic sorting. Any cytometer can be used in this mode.

Sorting – Sorting is the intention of using a FACS flow cytometer for electrostatic sorting. More material is needed to calibrate the machine as well as longer start up and shut down times.

Guest Scientist – the individual coming to the Facility for assistance and/or machine access.

Training Costs

Analysis 320 € = 1 training sessions of 4 hrs =
base Service cost + sheath + Service (personnel) = 4 hrs = 80€*4

Machines

CytoFLEX (BC): 488nm laser, four channels (500 to 650 nm in 50 nm steps).

Usage in Self-Operation and Service-Operation available.

MoFlo XDP (BC): 375/405/445nm laser (3 channels), 488nm laser (4 channels), 561nm laser (3 channels). Channels can be modified for individual experiments.

Usage only in Service-Operation is available due to the complexity of the machine.

Self-Operation or Service-Operation Costs

Operational Modus	Use as	Machine	Lasers	DFG Class	Price per Hour (ZMBP)	Price per Hour (Uni-Tübingen only)
Self	Analyzer	CytoFELX	1	I	1.07 EUR	2.14 EUR
Service	Analyzer	CytoFELX	1	I	47.07 EUR	55.34 EUR
Service	Analyzer	XDP	3-5	II	65.00 EUR	75.00 EUR
Service	Sorter	XDP	3-5	III	80.00 EUR	100.00 EUR

Please contact us if you plan on conducting a project more than 40 consecutive hours for separate offer options.



Additional Stipulations and Regulations:

1. In case any material or data is the property (intellectual or otherwise) of a third party, the Guest Scientist will obtain permission from those parties to use those parts. ZMBP makes no representations that the material is free from any third-party claims or that its use will not infringe any patent or other proprietary right.
2. The Guest Scientist agrees to hold harmless ZMBP and its employees from any and all liabilities or claims brought by third parties resulting from the use of material or data by the Guest Scientist.
3. This agreement is restricted for Research-Purposes-Only; any product or process for commercial purposes must acquire a separate agreement.
4. The Guest Scientist promises to guarantee the health and safety of the ZMBP SRL and personnel by observing both chemical and biological safety regulations. The ZMBP Cytometric SRL is strictly S1 Laboratory and the Guest Scientist promises to stay within this biological safety level. Violation is the responsibility of the Guest Scientist and the Guest Scientist assumes all damage and associated consequences.
Regulatory information is provided in the SRL Facility's "Betriebsanweisungen" and nationally as stipulated by German law. The forms rpt-ref58-formblaufz-1-2 (Angaben zur weiteren gentechnischen Arbeit der Sicherheitsstufe 1) and rpt-ref58-formblaufz-1-3 (Zusammensetzung der gentechnisch veränderten Organismen (GVO)) must be filled out if the guest scientist is coming from another institution other than the ZMBP.
5. The Guest Scientist agrees to cover the cost of repairs for intentional or unintentional damage to a machine.
6. The interpretation and validity of this agreement and the rights of the parties shall be governed by German Law.
7. The Guest Scientist and PI are advised to include any third party funding in their acknowledgements; e.g. "*Funded by the Deutsche Forschungsgemeinschaft (DFG, German Research Foundation) – [Projektnummer(n)]*". If there are more than one Project Numbers, they are to be separated by semicolons.

By signing this, you agree to uphold your agreement(s) with the ZMBP Cytometric SRL. This document is printed in duplicate and countersigned by both parties.

Signatures (date/signature)

FGL/PI/Group Leader:

Printed name:

(date/signature)

ZMBP Cytometric SRL Manager

Printed name:

(date/signature)