



CIBM MRI EPFL Preclinical Research
Infrastructure Access Policy
("Policy")

Procedures and documents

Animal Imaging and Technology Section
Operational Committee
Section Head: Prof. Dimitri Van De Ville

Lausanne, November 2021

Note: this document is applicable only for access to infrastructure at the CIBM MRI at Ecole polytechnique fédérale de Lausanne

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CIBM MRI EPFL Preclinical Research New Study Information

Dear Principal Investigator (PI) and User of Infrastructure at the CIBM MRI EPFL Animal Imaging and Technology Section (hereafter CIBM MRI EPFL),

The following step-by-step procedure should assist you in getting started with a new research study and to familiarize yourself with the rules and regulations of the CIBM MRI EPFL. This will not only grant fair access to the CIBM MRI EPFL Infrastructure (or Equipment) for all investigators but it will also provide you with the resources needed to maximize the likelihood of success for your planned research while assuring a safe environment

Contents

Phase A: Approval to perform a new study	1
Phase B: Booking, Fees and Billing	2
Formal Protocol Application	5
Scanner Use Conditions	8
Enclosure 1 - Definitions	13
Enclosure 2 - USE OF EQUIPMENT AGREEMENT	14

Phase A: Approval to perform a new study

1. A PI or researcher of a new study is invited to contact Prof. Dimitri Van De Ville, CIBM MRI EPFL Head, at dimitri.vandeville@epfl.ch or a relevant CIBM MRI EPFL staff, if known. Please put “New MRI Research Protocol Application at CIBM MRI EPFL” into the subject header of your e-mail.
2. After this initial contact, the CIBM MRI EPFL Head and associated staff will briefly discuss the planned project and may ask further questions should clarifications be needed.
3. The PI will then be asked via e-mail to submit a “[CIBM MRI EPFL Preclinical Research Formal Protocol Application](#)” (page 5) to cibmprojects@epfl.ch for the purpose of allocating the required resources at CIBM MRI EPFL.
4. The CIBM MRI EPFL Operational Committee will allocate the required resources, determine the related costs, and send the document “[CIBM MRI EPFL Preclinical Research Scanner Use Conditions](#)” to the PI for review and signature.
5. For users external to EPFL, their Institution is required to sign a separate additional use of equipment agreement with EPFL, see [Enclosure 2 \(hereafter "Agreement"\)](#).
6. The PI completes, dates and signs the “[CIBM MRI EPFL Preclinical Research Scanner Use Conditions](#)” (and where applicable the Agreement, also as approved and signed by the PI's Institution authorised representative(s)) indicating that s/he has read and understood the rules and regulations. The signed document(s) can be submitted electronically to CIBMprojects@epfl.ch
7. If the study involves live animals, an approved authorization for animal experiments is mandatory and a copy of the [Form A: Application for licence to perform animal experiment](#) and Form B need to be submitted to staff members of the CIBM MRI EPFL vet team (cibm-vets@groupes.epfl.ch).
8. If one or many CIBM MRI EPFL staff members are to perform experiments, their names and the location of the experiment should be explicitly included in the animal authorization.
9. Upon receipt of the signed document “[CIBM MRI EPFL Preclinical Research Scanner Use Conditions](#)” (and where applicable the Agreement) and the copy of the approved authorization for animal experiments [Form A](#) and B (if required), the permission to conduct the planned study will be granted to the PI via email through the CIBM MRI EPFL Head.

Phase B: Booking, Fees and Billing

Booking

The Calpendo online booking system cibm.calpendo.com was chosen by CIBM so as to give the project PI and researchers easy access to the booking and scanner usage information throughout the project. Once the study is approved, the PI and designated researchers will be sent user account login information.

For users who rely on CIBM MRI EPFL staff for scanning, the scan time bookings will be done internally, allowing for both scanner and staff availability.

For autonomous users of the MRI systems at CIBM MRI EPFL, the scan time bookings can be made independently.

Please note that access to the scan time booking for resources approved in the project will be granted after proper training - if required - and successful completion of an on-line MR safety test. All researchers entering the scanner room will have to repeat the safety test on an annual basis.

A tutorial for properly booking in Calpendo will be provided to each user before the first booking. For any enquiries on the Calpendo booking system please contact Florian Iannalfo itsupport@cibm.ch.

Time slots:

Users are allowed to book scanner time 60 days in advance. Exemptions to the 60-day notice may be considered upon application to the CIBM MRI EPFL Head (dimitri.vandeville@epfl.ch) for extraordinary reasons, such as logistics peculiar to the specific research study. All scanner bookings including nights and weekends have to be registered in the online calendar. Investigators with calendar bookings are entitled to have access during their reserved time.

MONDAY TO FRIDAY:

- A maximum of two time slots/week can be booked for each study during weekdays, if available.

NIGHTS AND WEEKENDS:

- Over-the-weekend slots are permitted for very long ex vivo acquisitions and can be started on Friday afternoon (3pm) and finished on Monday morning (7am). Presence alone in the building outside office hours (6pm - 8am) is not permitted, and investigators who are not in possession of an EPFL Camipro Card with building access should be accompanied by CIBM MRI EPFL technical or scientific staff on evenings and weekends.
- Scanning of phantoms, ex vivo samples and technical developments which do not require veterinary support are strongly encouraged during nights and weekends.

Fees

Since 2013, it has been mandated that the use of magnet time be subject to a time slot rate without exception (CIBM Annex Convention Execution n°17). The scanning fees will depend on the type of scan (whether it is for development or application) and the affiliation of the PI or researcher. Please see rates in Table 1 for the MRI scanner and PET scanner.

Billing Fees for Equipment usage		Affiliation of Principal Investigator / Researcher			
		CIBM Founding Institutions (CHUV, UNIL, EPFL UNIGE, HUG)	Swiss Institution	Non Swiss Institution	Industry
Scan Type	MR Development	CHF 100/slot	CHF 120/slot	CHF 160/slot	To be discussed
	MR Application	CHF 250/slot	CHF 300/slot	CHF 400/slot	
	PET Data Acquisition	CHF 100/slot	CHF 120/slot	CHF 160/slot	
	PET Data Acquisition and Analysis	CHF 250/slot	CHF 300/slot	CHF 400/slot	

Table 1 Indicative fees / slot for 9.4T, 14T MRI and PET scanner

Scan Type

- **Development:** corresponds to time slots used to develop an acquisition sequence, a protocol or a new RF coil which can be added to the CIBM portfolio.
- **Application:** corresponds to time slots used for data acquisition of biological samples, animal cohorts or any closed-access development.

Duration

- The time duration of one **slot** for **9.4T MRI and 14.1T MRI scanners** is of **8 hours** and according to the following: 7am to 3pm, 3pm to 11 pm and 11 pm to 7am (overnight)
- The duration of the time slots for the **PET scanner** is of **5 hours** according to the availability of the Operational manager and of the availability of the tracer which is coming from off-site and on specific days.

Extra services of a CIBM MRI EPFL staff, extra equipment, and the use of contrast agents or other drugs are not included in the slot rates, these will be predefined and charged separately, if any.

Billing

The billing will occur twice annually in accordance to the hours reserved in the Calpendo booking calendar.

A project booking and usage report will be sent to the Principal Investigator for validation

- early May for bookings occurring between November 1st - April 30th
- early November for bookings occurring between May 1st - October 31st

An invoice according to the booking and usage report will follow mid-May, mid-November, respectively.

Should a booked slot not be used, justification is required and cancellations are accepted until 24 hours prior to the slot at no charge.

Should payment for the prior cycle be outstanding, the CIBM may revoke your permission for scheduling.

Should a study end before the billing periods, an invoice may be requested at that time.

CIBM MRI EPFL Preclinical Research Formal Protocol Application

Project Title	<i>Please provide a descriptive title</i>		
Project Tag*	<i>Please provide a short title</i>		
Principal Investigator (PI)		E-mail	
Department/Laboratory (acronym)		Institution	
Contact		Tel	
MRI Expert*		E-mail	
Scanner Operator(s)*		Email	
People with Data Access:			
Funding source		Start date	
		End date	
Authorization for animal experiments #	Please provide form A.		
# of animals or ex vivo samples involved			
Resource requested	<input type="checkbox"/> 9.4 T MRI	<input type="checkbox"/> 14.1 T MRI	<input type="checkbox"/> PET
Scan Type	<input type="checkbox"/> Development	<input type="checkbox"/> Application	<input type="checkbox"/> Both, Development and Application
# of time slots requested			
Other special requirements and services:			
<input type="checkbox"/>	Pilot slot for testing the feasibility of the protocol, 1 max		
<input type="checkbox"/>	Training for operating scanner independently		
<input type="checkbox"/>	Assistance with data acquisition		
<input type="checkbox"/>	Assistance with data analysis		
<input type="checkbox"/>	Vet needed for animal monitoring during MRI scans		
<input type="checkbox"/>	Vet needed for surgery before MRI scans		
<input type="checkbox"/>	Other (Please describe)		

To complete the Formal Protocol Application, please provide a short description of your proposed study (2 pages maximum). Be sure to address the following items:

Keywords : (example species, organ, type of acquisition, relevant to the study)

- |
- |
- |
- |
- |

Background and Significance:

|

Research Plan:

|

Imaging Protocol:

|

Approach to Image Data Analysis:

|

|

Please e-mail your completed 'Preclinical Research Formal Protocol Application' to: CIBMprojects@epfl.ch with subject " new Preclinical Research Formal Protocol Application"

(This area will be completed by CIBM)

Date Reviewed []

Date Approved []

Starting date []

Expiration Date []

Slots allocated []

Project ID []

CIBM MRI EPFL Operational Manager: []

Recommendations []

CIBM MRI EPFL Preclinical Research Scanner Use Conditions

The CIBM MRI EPFL Preclinical Research Scanner Use Conditions (hereafter "Conditions") is applicable to the CIBM MRI EPFL Infrastructure (hereafter "Equipment").

Words starting with a capital shall have the meaning as defined in this Policy, these Conditions or as defined under the Definitions section (Enclosure 1).

The User is active in the field of [] and is interested in using the Equipment in the framework of R&D work related to the project [] (hereafter "Project")

1. Fees:

The fees applicable to the use of the Equipment are those indicated in [Table 1, "Phase B: Booking, Fees and Billing"](#).

It is hereby agreed that the User falls under the following category:

Type of User: []

Booking and billing shall be pursuant to ["Phase B: Booking Fees and Billing"](#)

The User's billing information is as follows.

Last Name: []

First Name: []

Institution: []

Laboratory/Department []

Street Address: []

City: []

Country: []

2. Special Provisions

Studies in vivo animals / ex vivo samples:

No animal study can be performed without a current, valid, authorization for animal experiments delivered by the appropriate authority. It is the User's responsibility to ensure

that a valid authorization for animal experiments is in place, and that all aspects of the animal study shall be performed consistent with that approval.

Specific quarantine rules apply for animal transfers from and to other animal facilities. The User should contact the CIBM MRI EPFL vets (cibm-vets@groupes.epfl.ch) for details.

- Study feasibility needs to be discussed in advance.
- Approval to conduct animal MR studies must be obtained via the steps '[Phase A](#)' and '[Phase B](#)' outlined above.
- Studies in animals must be performed by a CIBM MRI EPFL research/technical staff scientist or by an investigator employed by the USER who has written approval by the CIBM MRI EPFL Operational Manager to scan independently (hereafter "Scanner Operator").
- The Scanner Operator is responsible for the safety of the scan.
- The CIBM MRI EPFL staff can perform feasibility studies, when Acquisition Protocols are already available, involving a max of 5-6 animals or 6 time slots. If the requirements of the Project are higher, then a person from the User's Principal Investigator's group needs to be trained to perform the study under the Project or a CIBM MRI EPFL Scanner Operator needs to be requested. EPFL may invoice additional costs for such training or for extended assistance with scanner operation.
- After 6pm and on weekends, a minimum of two investigators either from EPFL or the USER, including the Scanner Operator need to be present simultaneously on site.

Phantom Studies:

Should there be a need to scan a new and non-standard phantom (mimicking a real object) such as self-made phantoms, moving phantoms, phantoms with electronic components etc., their use first has to be approved by the designated CIBM MRI EPFL Operational Manager via email CIBMprojects@epfl.ch.

MRI Scanning Training:

All investigators who want to scan independently without CIBM MRI EPFL staff support must undergo a training period of 2 months done by the CIBM MRI EPFL Operational Managers or a researcher already accredited to scan alone. In this case a final approval by the CIBM MRI EPFL Operational Manager will be needed.

MRI Safety Test:

An annual safety test for working in an MRI environment must be successfully completed by the User in order to maintain their booking rights of MRI scan time in the Calpendo online booking system. Information is provided by the CIBM MRI EPFL Operational Manager on the process and modalities of such safety test.

Support and Services:

Data Acquisition, Data Analysis, Technical and Veterinary Support

CIBM MRI EPFL may offer research/technical support and it should be clearly requested in the formal study protocol application.

For studies on animals CIBM MRI EPFL offers veterinary support for monitoring animal physiology under anesthesia during MRI experiments. If veterinary support is needed, it should be clearly requested in the formal protocol application. If veterinary support is requested outside the scanning time, this also needs to be clearly stated in the formal protocol application and a pre-determined fee may be charged.

Grant Submissions:

Should grant submissions be planned that include MR as part of the study protocol, the feasibility of the MR study and the allocation of resources needs to be discussed with the CIBM Section Head, Operational Manager and assigned CIBM MRI EPFL staff prior to submission. For grants that are submitted without prior discussion, access to the scanner and adequate support may not be guaranteed.

Scanner Upgrades:

Software and or hardware upgrades on the Equipment may occur occasionally. Such upgrades lead to improved scanner performance and the CIBM MRI EPFL can therefore continuously provide its users with the latest MR technology and methodology. While most of the scanner protocols can easily be transferred from one software release to the next, there may be exceptions. For those users who program their own sequences upgrades may necessitate additional steps. For these reasons, notifications will be sent via email to all the PI's 6-8 weeks prior to the planned upgrade. You can request to be added to the list of recipients of that e-mail by contacting CIBMprojects@epfl.ch

Non-Standard Use of Equipment:

The CIBM MRI EPFL provides MRI machine time and is not responsible for the success or failure of an MRI study nor of the Project in general, or for failures due to non-standard MRI pulse sequences, study protocols, detector coils, interface electronics or ancillary equipment owned in full or in part by the investigator or by other third parties. Research involving installation of a research software or hardware modifications requires the prior approval of the CIBM MRI EPFL Head (dimitri.vandeville@epfl.ch). At the end of each session, the system must be put back into its original state.

While CIBM MRI EPFL staff will apply best scientific standards to support the study performed under the Project, the User acknowledges that such study is to be construed as research which by its nature, involves uncertainty. CIBM MRI EPFL staff is not responsible for the failure of the study to deliver the desired results or any results.

Conduct of Study & Citizenship:

It is the responsibility of the User to ensure on-time arrival of animals, their suitability for the study, and the availability of any non-standard materials (hardware, coils, software, pulse sequences, ancillary equipment) required for the study. The User needs to follow a specific protocol for animal arrival in the CIBM MRI EPFL animal facility and should contact the CIBM MRI EPFL vets (cibm-vets@groupe.epfl.ch).

As a courtesy to the others and for fair access, the User is responsible for finishing their study on time. Time for set-up, clean-up and data storage must not infringe on the time of the following investigator. Unforeseen events such as failure of the equipment, etc. do occur and may shift or prolong the examination with a resultant infringement of the right of the subsequent investigator to start on time. While this should be a very rare exception and flexibility of all involved parties is expected, an overtime that exceeds 15min is not tolerated. The User on whose watch the overtime occurs is responsible to communicate the delay to all the investigators with reservations who follow.

Data Storage, Handling and Transfer:

The capacity of the scanner for data storage is limited. To ensure successful operation of the scanner, the database on the scanner needs to be cleared periodically. For this reason, it is the User's responsibility to store and backup their data on their own external hard drives.

Clean Up:

It is the responsibility of the User to clean up when finished:

- (a) trash is to be emptied;
- (b) clean the computer and animal preparation rooms;
- (c) all coils and scanner equipment are to be cleaned and put away properly;
- (d) any scanner or equipment problem is to be reported immediately to CIBM MRI EPFL staff;
- (e) animals must be returned to the animal facility (needs to be discussed in advance with the vet team)

Enclosure 1 - Definitions

Acquisition Protocols means a standard or simple way of acquiring the data with an existing sequence on the scanner.

CIBM Annex Convention Execution n°17 concerns the billing for access to major CIBM equipment.

CIBM MRI EPFL means the EPFL unit as directed by Prof. Dimitri Van Der Ville.

CIBM MRI EPFL Operational Committee includes Head, Operational Managers of Equipment, Vets, Scientific and Technical staff.

CIBM MRI EPFL Operational Manager means the person who manages and provides recommendations on the CIBM MRI EPFL Infrastructure to the USER regarding a new project.

MRI Expert means the person who oversees the scanner use and who understands the MR part of the project as proposed to the CIBM MRI EPFL. This person can advise/check on the protocol set-up and is a person who can assure the success of the scanning. The MRI Expert can be either from CIBM MRI EPFL or from any other thirdparty institution.

Scanner Operator means the primary person(s) present during scanning; he/she may be running the scanner and/or accompanies the study subject/animals. The Scanner Operator can be either from the CIBM MRI EPFL or from any other thirdparty institution.

User means

- i) the individual user in the case of a Principal Investigator from EPFL
- or
- ii) the institution or company in the case of a Principal Investigator external to EPFL

Enclosure 2 - USE OF EQUIPMENT AGREEMENT

between

École polytechnique fédérale de Lausanne (EPFL)

Bâtiment CE – 3.316

Station 1

CH- 1015 Lausanne

represented by

Prof. Dimitri Van Der Ville,

Head of CIBM MRI EPFL

and

Dr. Pierre-Yves Bolinger,

Head of Equipment and Centers Management Office

(hereafter referred to as "EPFL")

and

| *company/institution* |

| *address* |

| *address* |

Represented by | *first name, name, title* |

(hereafter referred to as "USER")

concerning the Use of Infrastructure at the CIBM MRI EPFL

Preamble

USER is | *company/institution* | active in the field of | |
USER would like to use EPFL's MRI Infrastructure at the CIBM MRI EPFL (hereafter "Equipment") in the framework of R&D work related to | |

Words starting with a capital shall have the meaning as defined in this Agreement [or in the CIBM MRI EPFL Infrastructure access for preclinical research policy \(hereafter "Policy"\)](#).

EPFL agrees to allow USER to have access to such facilities at the following conditions:

Article 1. CIBM MRI EPFL Infrastructure access for preclinical research policy

The Policy (including the CIBM MRI EPFL Preclinical Research Scanner Use Conditions) shall apply to the use of the Equipment and shall form an integral part of the present agreement.

Article 2. Fees

2.1 The applicable fees for the use of the Equipment are those set out in the Policy.

Service fees (if applicable) are the following: | |

Article 3. Access Conditions

3.1 Prior to the use of the Equipment, USER shall submit to EPFL a study protocol proposal pursuant to "[Phase A: Approval to perform a new study](#)" as per the Policy. It shall also provide EPFL a list of its employees who USER wishes to be able to use the Equipment (name, business contact details); USER hereby confirms that it is the employer of any person sent to EPFL to use the Equipment. USER is responsible for its employees to have proper health and accident insurance according to the federal law on health and accident insurance; EPFL may require USER to provide written confirmation by the insurance carriers.

3.2 Employees announced through the list mentioned in Section 3.1 above have to follow the training procedures in place at the CIBM MRI EPFL Infrastructure facilities as per the Special Provisions of the Conditions of the Policy. Those employees are also instructed by the CIBM MRI EPFL Operational Manager or his/her staff members of any particular safety procedures related to the use of Equipment. Only once successful training is done can access to the Equipment can be granted. The training by EPFL shall not release USER from its liability in connection with the use of the Equipment.

3.3 EPFL does not guarantee the availability and the functionality of the Equipment, even if the booking has been successfully made on the Calpendo booking system. EPFL own activities on the Equipment shall have the priority in any case.

3.4 USER shall use the Equipment in full conformity with EPFL and the manufacturers' and suppliers' directives and instructions. The Equipment shall be used only within EPFL facilities. The USER's employees must follow any directives given by the CIBM MRI EPFL Operational Manager and his/her authorized staff members. They shall also abide by all security, behavior and premises access rules of the Equipment.

3.5 Pursuant to the Policy, each use of the Equipment by USER shall be registered in the Calpendo booking system with the relevant information defined by the CIBM MRI EPFL

Operational Manager (for ex. dates, user name, duration of use, consumable used, CPU usage, particular events, breakdowns, etc). USER shall leave the Equipment and the buildings in their initial state.

3.6 The use of the Equipment hereunder is limited to research work.

3.7 The USER shall be solely responsible to comply with all laws and regulations applicable to the research work USER carries out on the Equipment and shall obtain any authorisation required from the competent authorities.

3.8 Where the Equipment includes third party software as indicated in the Agreement, the USER shall be responsible to hold (or buy) and maintain an appropriate license under such software for the purpose of using the Equipment.

Article 4. Intellectual Property

4.1 As among EPFL and the USER, the results, and any intellectual property rights pertaining thereto, obtained solely by USER's employees through the use of the Equipment belong to USER, unless otherwise agreed in any separate written agreement among USER and EPFL. USER recognizes that the Equipment is a facility open to other users, and it is USER's responsibility to take any measures USER deems appropriate not to expose its results to other users.

4.2 The use of the Equipment shall not give USER any right on research results and intellectual property rights of EPFL or third parties, whether related to the Equipment or not.

4.3 EPFL shall remain the owner of all of its methods and tools used or developed in the performance of any service it may provide to the USER when supporting it in its study, as well as any intellectual property rights pertaining thereto. In case of scientific publications by the USER, the USER should submit the manuscript to the Head of CIBM MRI EPFL in order to verify the description of methods and tools applied by the CIBM MRI EPFL staff having supported the USER in its study.

4.4 USER will credit the contribution of CIBM MRI EPFL (the use of the Equipment as a whole or individual employees) in any scientific publication of the results obtained through the use of the Equipment according to good scientific practices and as per the Policy.

4.5 USER shall treat as confidential all documents, prototypes, models, plans, etc... of which they may come into contact during the use of the Equipment.

Article 5. Personal Data

5.1 USER hereby agrees not to use the Equipment to process any personal data (i.e. any information related to an identified or identifiable person). EPFL shall in no case be liable for any damage, loss, expense or claims by third parties arising in connection with any personal data stored or processed by user with the Equipment.

5.2 In order to use the Equipment, employees of the USER need to communicate personal data to EPFL. EPFL will use the personal data for the purpose of managing the use of scientific equipment belonging to EPFL. Employees of the USER will be requested to sign an appropriate consent form.

Article 6. Process Flow

6.1 The CIBM MRI EPFL Operational Manager may require the USER to provide a written Process Flow, which defines the specifics of the research work that may be performed on the Equipment (e.g. each step of the process, any substrates used etc.) or a written Data Workflow (notably in case of computing facilities). Where a Process Flow or Data Workflow is required, it must be approved by the Equipment Manager before USER may start using the Equipment.

6.2 The following confidentiality terms shall apply to any Process Flow or Data Workflow when required by the Equipment Manager in accordance with Section 6.1 :

- i) the Process Flow or the Data Workflow shall be considered as USER confidential information, provided the Process Flow or the Data Workflow is duly handed over to and approved by the Equipment Manager and bears a “confidential” stamp or notice;
- ii) any information related to the processes used by EPFL in connection with the Equipment shall be considered as EPFL confidential information, provided that

such information is disclosed in writing to USER by the Equipment Manager or his/her staff and bears a “confidential” stamp or notice.

The party receiving any confidential information as defined in this Section 6.2 above agrees to keep such information in confidence and not to disclose it to any third party nor to use it for any other purpose than the use of the Equipment in accordance with the Agreement.

The confidentiality obligations under this Section 6.2 shall not apply to any confidential information that:

- were in the public domain or open to the public at the time they were transmitted to the receiving party, or
- became public or open to the public for reasons other than an action or omission attributable to the receiving party, or
- were in the receiving party's possession, without any limitation regarding their disclosure at the time they were transmitted to the receiving party, or
- were obtained in good faith by the receiving party from a third party entitled to disclose them.

Those obligations shall neither apply to any portion of confidential information required to be disclosed as a result of a court order or pursuant to a government action, provided that the receiving party shall inform the other party of any such order or action to give the latter the opportunity to request a protective order.

The confidentiality obligations under this Section 6.2 shall remain effective for five (5) years after the date the respective confidential information was communicated.

Article 7. Liability

7.1 USER bears solely the responsibility for the study performed with the Equipment and is responsible to maintain adequate insurance covering its Project and study.

7.2 USER shall be responsible for all damages caused by USER to the Equipment as well as to any person, third party or any EPFL facilities during the use of Equipment. EPFL shall bear no responsibility toward USER and its employees while they use the Equipment. USER shall maintain adequate insurance coverage in order to indemnify EPFL for any damage caused in connection with the Agreement; if USER is a public university or research institution, it can instead maintain an appropriate self-insurance scheme. USER acknowledges that the use of the Equipment may involve the use of hazardous materials, machines or apparatus.

7.3 Research work performed by USER through the Equipment shall be at USER sole risks. EPFL does not extend any warranty as to the achievement of any results through the use of the Equipment and shall bear no responsibility with respect to such results. If EPFL staff provides support to the study performed under the Project, EPFL will apply best scientific standards to support the study performed under the Project. However, the User acknowledges that such study is to be construed as research which by its nature, involves uncertainty. EPFL is not responsible for the failure of the study to deliver the desired results or any results. In particular, EPFL provides no warranties, whether expressed or implied, including (without limitation), as to the expertise of its research/technical staff in performing or attempting to perform a particular research protocol or study, accuracy, fitness for a particular purpose, merchantability, non-infringement.

7.4 EPFL shall not be considered in breach of this Agreement if the Equipment cannot be made available or be used due to circumstances beyond its reasonable control or due to restrictions related to Covid-19 pandemic.

Article 8. Term and Early Termination

8.1 The present Agreement shall become effective on | | for | | months.

8.2 Each party shall be authorized to terminate the Agreement without cause with a two month prior written notice. Any termination for justified grounds is reserved; justified grounds include without limitation, non-payment of the fees due by USER hereunder, any use of the Equipment not complying with the rules as described in the Agreement, any damage caused by USER to the Equipment or to EPFL.

8.3 Any extension or modification of the Agreement shall be subject to a written amendment signed by both parties.

Article 9. Applicable Law – Place of Jurisdiction

9.1 The Agreement shall be governed by the laws of Switzerland, without regard to its conflict of law provisions.

9.2 In case of dispute, the parties shall first seek an amicable settlement. The exclusive place of jurisdiction shall be Lausanne, Switzerland.

Article 10. Miscellaneous

10.1 The Agreement is not assignable.

10.2 The Agreement shall not be deemed a lease contract for EPFL premises.

10.3 Should a provision of these General Conditions prove to be wholly or partly invalid, the parties shall seek an arrangement having a legal and economic effect, which will be as similar as possible to the invalid provision.

10.4 The Agreement is the sole agreement between the parties on the subject matter herein, and supersedes and replaces all previous oral or written agreements and understandings.

Article 11. Specific provisions in case of Services

In the event that XXX requests specific services to be provided by EPFL with the Equipment (such specific services to be agreed upon in a Statement of Work to be attached hereto and hereinafter "Services"), the following terms shall apply:

11.1 Scope of Services and fees:

EPFL shall perform the Services in accordance with the present Agreement and the Statement of Work.

- i) Whenever it is deemed necessary during the performance of the Services, the Parties shall mutually agree upon meetings (to be held in person or via tele/videoconference).
- ii) If necessary for EPFL's performance of the Services, the XXX shall furnish EPFL in due time with the materials, documentation, information or data ("Materials"). XXX hereby declares that the Materials were obtained in strict compliance with all applicable laws and regulations.
- iii) For the performance of the Services, XXX shall pay to EPFL the following amount (excluding VAT):-----. EPFL shall send invoices to XXX according to the following schedule: -----. Payments shall be made by XXX to EPFL within thirty (30) days of receipt of the invoices.

11.2 Intellectual Property:

- i) XXX shall be the owner of the data obtained by EPFL in the performance of Services (such as results of tests, measurements, routine analysis) and of any intellectual property rights pertaining thereto. For sake of clarity, the foregoing does not grant any license or right to use any research results of EPFL even if they are issued from the performance of the Services. Any rights on these research results shall be negotiated in a separate written agreement.
- ii) EPFL shall remain the owner of all its methods and tools used or developed in the performance of the Services as well as any intellectual property rights pertaining thereto. In case of scientific publications by the XXX, the XXX should submit the manuscript to the Head of CIBM MRI EPFL in order to verify the description of

methods and tools applied by the CIBM MRI EPFL staff having performed the Services.

- iii) It is hereby agreed that neither right of use nor license of any kind is hereunder granted to the XXX on EPFL's intellectual property obtained before, after and/or outside of this Agreement.
- iv) XXX will credit the contribution of EPFL in any publication according to standard good scientific practices (acknowledgement, co-authorship)
- v) Subject to 11.2. iv, XXX shall not use EPFL name or logo, nor any EPFL institutes, laboratories or researchers' name without the prior written consent of EPFL, including, without limitation, in connection with any public disclosure of the data resulting from the Services.
- vi) Notwithstanding anything to the contrary, EPFL shall have the right to disclose any data obtained in the performance of the Services and assigned to the USER pursuant to 11.2i) to the extent that such disclosure is required by prevailing public interests.

11.3 No warranties

- i) EPFL shall perform the Services by applying its best scientific knowledge and best scientific standards. EPFL has only an obligation of means in the performance of the Services.
- ii) EPFL makes no warranties, either express or implied, including but not limited to warranties of novelty, patentability, accuracy, non-infringement, merchantability and fitness for a particular purpose of the Services and of the data resulting from the Services.

11.4 Liability

- i) EPFL shall be liable towards XXX only in the event of fraud or gross negligence for damages suffered in connection with the performance of the Services.
- ii) In the event that the XXX decides to commercialize products and/or services based on the Services, USER shall bear the sole responsibility for the conception, use and commercialization of such products or services and shall be liable towards third parties in connection with this conception, use or commercialization. USER agrees to indemnify and defend EPFL against any such claim from third parties brought against EPFL.
- iii) EPFL shall not be considered in breach of this Agreement if the Services cannot be performed due to circumstances beyond its reasonable control or due to restrictions related to Covid-19 pandemic.

11.5 Termination

- i) XXX shall have the right to terminate the Services at any time upon sixty (60) days prior written notice. In the event of such termination, USER shall have no further obligation to EPFL except for the payment of those accrued expenses due to EPFL for the Services performed up to the date of termination as well as any non-cancellable expenses incurred by EPFL prior to the receipt of termination notice. Such expenses shall be paid by XXX to EPFL within thirty (30) days of receipt of the invoices. Upon receipt of a termination notice, EPFL shall discontinue the Services, and shall immediately deliver XXX all written reports and other materials already prepared by EPFL in the performance of the Services.

11.6 General: any subject matter not covered by this article 11 pertaining to Services shall be supplemented by articles 1 through 10.

The present agreement is duly signed by the authorized representatives of the Parties hereto, as printed below:

Ecole polytechnique fédérale de Lausanne

USER

Place and date: _____

Place and date: _____

Title and name

Title and name

Title and name

Title and name