



# Order form

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For further details please contact: juha.maatta(at)uta.fi

Contact information (where vector(s) will be send):

Name: \_\_\_\_\_  
Street address: \_\_\_\_\_  
Postal code and City: \_\_\_\_\_  
Country: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Phone: \_\_\_\_\_

Billing Address if not previous:

Name: \_\_\_\_\_  
Street address: \_\_\_\_\_  
Postal code and City: \_\_\_\_\_  
Country: \_\_\_\_\_

**Project or protein(s) name:** \_\_\_\_\_

Choose your preferable production system (expression can be done in both):

*Sf9*   
CHO   
HEK293-f

Vector to be used: pFASTBac1 (Baculovirus)   
pFASTBacDual (Baculovirus)   
pEFIRES-P (mammalian cells)   
pEFIRES-N (mammalian cells)   
pTriEx-1.1 (Both)

Please, contact me to help choosing my vector

Scale Up: \_\_\_\_\_ Size: \_\_\_\_\_ liters

Please, contact me to help choosing my expression system

Please, I need help to design my gene if interest

I confirm that DNA and produced proteins are Biosafety level 1

The customer herewith additionally confirms that the DNA can be handled in a Biosafety Level 1 environment and that no special safety precautions are needed for such DNA production, handling and shipping.  
Notwithstanding any of the foregoing, BF service and/or its affiliates are entitled to withdraw from any order confirmation provided to the customer at any time for Biosafety reasons without any liability towards the customer.

Sequence information (in Fasta format or Genebank entry number):

Predicted (ProtParam; <http://web.expasy.org/protparam/>) pI: \_\_\_\_\_ MW: \_\_\_\_\_

Predicted localization?    Intracellular      
                                  Extracellular      
                                  Trans membrane   

Storage of cells:                                    In freezer (-20 °C)      
  In fridge (+4 °C)   

I am interested in protein purification option

Other information

By sending an order form to UTA the customer accepts and agrees to comply with all the terms of the attached UTA Research agreement and General Terms and Conditions for Business Operations.

BY SENDING AN ORDER FORM TO UTA THE CUSTOMER ACCEPTS AND AGREES THAT UTA DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EITHER EXPRESSED OR IMPLIED, CONCERNING THE OUTCOME OF THE ORDER, THE FITNESS FOR A PARTICULAR PURPOSE OR THAT THE USE OF THE OUTCOME OF THE ORDER WILL NOT INFRINGE ANY PATENT OR ANY OTHER PROPRIETARY RIGHTS OF THIRD PARTIES.

Date (dd.mm.yyyy): \_\_\_\_\_

Place: \_\_\_\_\_

Signature: \_\_\_\_\_



## RESEARCH AGREEMENT Business Operations

### 1. PARTIES TO THE AGREEMENT

- 1.1 University of Tampere, Business ID 0155668-4, 33014 TAMPEREEN YLIOPISTO (hereinafter 'the University')
- 1.2 [NN, Business ID, address] (hereinafter 'the Client').

### 2. PURPOSE AND OBJECT OF THE RESEARCH AGREEMENT

- 2.1 Name of Research: [XX], (hereinafter 'the Research').
- 2.2 The purpose of this Research Agreement is to agree on a Research Project to be purchased from the University by the Client. The details of the Research Project are specified in the enclosed Research Plan (Appendix 2).
- 2.3 The General Terms and Conditions concerning the business operations of the University of Tampere (Appendix 1) shall apply to this contractual relationship.
- 2.4 The University agrees to carry out the Research Project in accordance with this Research Agreement and the Appendices specified in paragraph 8 of the Agreement.

### 3. CONTACT INFORMATION

#### 3.1 University

Unit carrying out the Research: [XX]  
Researcher responsible: [name, e-mail, telephone]  
Contact person (if not the researcher responsible): [name, e-mail, telephone, postal address]

#### 3.2 Client

Contact person: [name, e-mail, telephone, postal address]  
Invoicing address (if not the postal address):

### 4. RESEARCH PERIOD

[XX]

**5. PRICE AND SCHEDULE OF PAYMENTS**

5.1 The Client shall pay the University a total of €XXXX (exclusive of VAT) for the Research Project or according to a separate price list to be included as an Appendix.

5.2 The University shall invoice the Client as follows: [edit]

- dd.mm.yyyy, €XXXX
- dd.mm.yyyy, €XXXX
- dd.mm.yyyy, €XXXX
- dd.mm.yyyy, €XXXX

**6. VALIDITY OF THE AGREEMENT**

This Research Agreement shall become effective upon signature by the Parties and shall remain effective until both Parties have fulfilled their obligations as defined in the Research Agreement.

**7. PROJECT-SPECIFIC TERMS AND CONDITIONS (IF ANY)**

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**8. APPENDICES TO THE AGREEMENT**

Appendix 1: General Terms and Conditions of the University of Tampere – Business Operations  
Appendix 2: Research Plan

**9. SIGNATURES**

This contract is drawn up in two identical copies, one for each contracting Party.

University of Tampere

Client

\_\_\_\_\_ / \_\_\_\_\_ 20

\_\_\_\_\_ / \_\_\_\_\_ 20

\_\_\_\_\_  
[print name]

\_\_\_\_\_  
[print name]



## GENERAL TERMS AND CONDITIONS

### Business Operations

#### 1. SCOPE OF APPLICATION AND CONTRACTUAL DOCUMENTS

- 1.1 These General Terms and Conditions shall apply to the research project (hereinafter 'the Research Project') carried out as a customer funded research between the University of Tampere and the Client.
- 1.2 The contents, schedule and price of the Research, as well as invoicing schedule and any other project-specific terms, shall be agreed on in a separate Research Agreement (hereinafter 'the Research Agreement').
- 1.3 The Parties may agree in writing on the amendment of these General Terms and Conditions or any additional terms to be included therein.

#### 2. ORDER OF PRECEDENCE

- 2.1 Where a contradiction exists between the Research Agreement and its Appendices, the Research Agreement shall take precedence over any Appendices, followed (in this order) by these General Terms and Conditions, the Research Plan, and thereafter the Appendices to the Research Agreement in numerical order.

#### 3. DEFINITIONS

- 3.1 'Confidential Information' refers to business or professional secrets or comparable information relating to business operations or research activities which a Party has disclosed to another Party as confidential, or which otherwise is clearly to be construed as being confidential in nature.

- 3.2 In addition to material rights, right of ownership refers to intellectual property rights.

- 3.3 'Background Material' refers to information or material owned or held by a Party produced or to be produced outside the Research. Background Material includes all ideas, methods, solutions, devices, materials, inventions, software etc., regardless of their form or whether they are protected or protectable through intellectual property rights.

- 3.4 'Results' refers to information and results produced during the Research Project by a Party or a third party working for it, such as ideas, methods, solutions, devices, materials, inventions, software etc., regardless of their form or whether they are protected or protectable through intellectual property rights.

#### 4. MANAGEMENT TEAM

- 4.1 Where necessary, the Parties may appoint a Management Team for the Research. The Management Team supervises and steers the Research Project in accordance with the Research Agreement.

#### 5. BASIS FOR CHARGING AND INVOICING

- 5.1 Invoicing and schedule of payments concerning the Research Project are agreed on in the Research Agreement.

- 5.2 Payment shall be effected within 21 days of the invoice date. Any unpaid amounts shall accrue penal interest in accordance with the current Interest Act.

- 5.3 Instead of penal interest, the University may charge an overdue fee of ten (10) Euros if the amount payable is less than this. Any collection expenses will be charged separately.

- 5.4 If the Client fails to effect payment within the agreed schedule, the University shall have the right to postpone its payments correspondingly, or, if the delay is significant, to take action as described in paragraph 17.

5.5 Value Added Tax to be payable on the basis of the Value Added Tax Act shall be paid by the Client.

## **6. RIGHTS TO THE RESULTS**

6.1 The Client shall have the right of ownership to the Results. The right of ownership shall be transferred to the Client once the remuneration specified in the Research Agreement has been paid to the University in its entirety.

6.2 Right of ownership to any scientific publications produced as a result of the Research Project or in conjunction with it shall not be transferred to the Client.

6.3 The University shall be responsible for acquiring the rights to the Results from the persons carrying out the Research.

6.4 The transfer of rights notwithstanding, the University shall have the right to utilise the Results for teaching and research purposes, provided that this does not violate the terms and conditions concerning confidentiality.

## **7. RIGHTS TO THE BACKGROUND MATERIAL**

7.1 The owner of the Background Material shall decide on any Background Material to be used in the project and the contents of the right of use to the Background Material. The right of ownership to the Background Material shall remain with the owner of the Background Material.

7.2 Unless agreed otherwise, right of use shall be granted only for the purpose of carrying out the tasks included in the Research Project during the period of validity of the Research Agreement. The recipient of the right of use shall not transfer the right of use to a third party.

## **8. INVENTIONS**

8.1 The University shall ensure that its staff agrees to report immediately to the University any inventions included in the Results.

8.2 The University shall report any inventions included in the Results to the Client's

Contact Person or the Research Management Team, if one was appointed.

8.3 If the financial value of the invention is significant, the Parties shall negotiate on the payment of additional remuneration to the University.

## **9. PUBLICATION**

9.1 The University shall have the right to publish the Results. However, the publication shall not endanger the patentability of the Results or disclose any confidential information held by the Client.

9.2 To ensure the above, the Client is entitled to inspect all publications in the planning stage and demand that any confidential information or information that endangers patentability contained therein be removed. The Client shall consider the planned publication confidential information until its publication.

9.3 The Client shall submit in writing an itemised claim on the removal of the aforementioned information and the grounds thereto within thirty (30) days of having been provided with access to the material planned for publication.

9.4 The University shall be entitled to publish said material once the information specified in paragraph 9.3 has been removed.

9.5 If the Client fails to submit its claim within the stipulated time, the University shall have the right to publish said material.

## **10. THESES**

10.1 As a rule, all theses are public. The Parties shall agree separately on procedures to ensure the publication of any theses included in the Research.

## **11. CARRYING OUT THE RESEARCH**

11.1 The Client shall provide the University, free of charge, with the basic data necessary for the Research Project as well as the equipment and other resources to be agreed on separately.

11.2 The University shall be required to return the materials provided by the Client only if this has been agreed on. The University shall be entitled to dispose of any materials in its possession after two (2) months of the expiry of the Research Agreement.

11.3 The right of ownership for all equipment, software and other materials acquired through funding provided by the University for the Research Project belongs to the University.

11.4 The Parties shall immediately inform one another of any circumstances that may endanger the carrying out of the Research Project or cause extra costs.

## **12. COOPERATION WITH A THIRD PARTY**

12.1 The Parties shall have the right to cooperate with third parties, provided that the Parties observe the confidentiality obligations specified herein.

## **13. CONFIDENTIALITY**

13.1 Confidential Information shall not be disclosed to a third party or made public without the consent of the party that provided the information. Confidential Information shall not be used for purposes other than the tasks included in the Research Project that are the responsibility of the Party in question.

13.2 However, the obligation to maintain confidentiality shall not apply to Confidential Information that

- a) is in the Public Domain or otherwise public at the time the information was disclosed;
- b) has, for a reason not attributable to the Party that received the information, entered the Public Domain or otherwise become public after the information was disclosed;
- c) was already in the possession, without any obligation to observe confidentiality, of the Party receiving the information at the time of disclosure;
- d) was legally acquired from a third party without an obligation to observe confidentiality;

e) was independently developed by the receiving Party without any Confidential Information held by the other Party; or is

f) public on the basis of an act, decree, official decision, or other such provision.

13.3 The University and its staff shall be entitled to use the expertise created in conjunction with the Research Project also for other purposes than those mentioned in the Research Agreement.

13.4 The Parties shall observe these confidentiality obligations for the duration of the Research Agreement as well as for three (3) years after the expiry or dissolution of the Research Agreement.

## **14. RESPONSIBILITY**

14.1 The University shall carry out the Research Project meticulously, using professional staff.

14.2 The University shall make every effort to ensure that the Results are free from errors. The University shall not issue any guarantees for the Results or any intellectual property rights relating to them. The use of the Results is solely the responsibility of the Client.

14.3 Each Party shall be responsible for any direct damage caused to the other Party through a breach of the Agreement. However, the University shall not be responsible for any damage caused in testing activities to bodies, samples or other tested items in conjunction with the Research.

14.4 Neither Party shall be liable for any indirect or consequential damages caused to the other Party through a breach of the Agreement.

14.5 The University's liability to the Client shall not exceed the amount paid by the Client to the University on the basis of the Research Agreement, however, no more than €100,000.

14.6 However, the limitation of liability shall not apply to damages caused deliberately or through gross negligence.



14.7 Any claims for damages against the University shall be filed within six (6) months of the time when the damage was caused or the time when the Client learnt of the damage. However, all claims for damages shall be filed no later than one (1) year after the expiry of the Research Agreement.

## **15. LIABILITY FOR RISKS**

15.1 The Client shall be responsible for any equipment and materials provided by it to the University for the duration of the Research.

15.2 The liability for risks concerning the Results shall be transferred to the Client upon the delivery of the Results. If the delivery is delayed for a reason attributable to the Client, the liability for risks shall be transferred at the time it should have been transferred at the latest according to the Research Agreement.

## **16. FORCE MAJEURE**

16.1 'Insurmountable impediment' (Force majeure) refers to such extraordinary and contributing events preventing the consummation of the Agreement that the Parties cannot within reason have anticipated upon signing the Agreement, and that have been outside the influence of the Parties, and whose impact cannot be eliminated without unreasonable extra costs or loss of time. Among such impediments are war, rebellion, import or export ban, natural catastrophe, disruption in traffic or the supply of power, industrial conflict or fire, or another circumstance that is not dependent on the Parties to the Agreement and that is equally significant and unusual in terms of its consequences.

16.2 A delay suffered by a Party's sub-contractor for reasons stated above shall be considered an insurmountable impediment for the Party in question.

16.3 The inability to work of a University employee who is in a key position in terms of the carrying out of the Research Project shall also be considered an insurmountable impediment.

16.4 A Party wishing to appeal to Force majeure shall without delay inform the other Party of this in writing.

16.5 If the fulfilment of a contractual obligation is delayed as a result of Force majeure, the time limit for the fulfilment of the contractual obligation shall be extended for as long as can be considered reasonable considering the circumstances.

16.6 In case of Force Majeure, neither Party shall be liable to the other Party for damages or delays.

## **17. DISSOLUTION OF THE AGREEMENT**

17.1 Each Party is entitled to revoke the Research Agreement if the other Party essentially violates the obligations of the Research Agreement and does not make good its breach of agreement within thirty (30) days of having been advised of this in writing.

17.2 Each Party shall also be entitled to revoke the Research Agreement if the other Party is obviously about to be declared insolvent or is placed in liquidation, debt adjustment, corporate reorganisation, or declared bankrupt.

17.3 Each Party shall be entitled to revoke the Research Agreement if, owing to an insurmountable impediment, the fulfilment of the obligations of the Agreement becomes impossible or is delayed by no less than four (4) months.

17.4 Instead of the dissolution of the Research Agreement, the University shall have the right to temporarily suspend the research work until it becomes apparent whether the breach of agreement will result in the dissolution of the Research Agreement. If the Research Agreement is dissolved, the Client shall pay as agreed for all research work already carried out up until the date of the dissolution of the Agreement, or, if it is agreed that work shall be carried out after the date of the dissolution of the Agreement, until the work is stopped entirely.

17.5 If the dissolution of the Research Agreement was caused by neglect on the part of the Client or a circumstance that

the Client is liable for, the University shall have the right to receive compensation for any costs, financial losses and direct damages suffered by it.

#### **18. TRANSFER OF THE AGREEMENT AND SUB-CONTRACTING**

18.1 The Agreement or its obligations shall not, either partly or in their entirety, be transferred to a third party without the written consent of the other Party to the Agreement. The University shall, however, be entitled to use sub-contractors.

18.2 The University shall be liable for a sub-contractor's work as it would for its own, and it shall ensure that its contractual obligations relating to confidentiality and the transfer of rights are included in the sub-contracting agreement.

#### **19. AGREEMENT AND THE AMENDMENT THEREOF**

19.1 Together with its Appendices, including these General Terms and Conditions, this Research Agreement supersedes any and all previous negotiations, commitments and writings concerning the Research.

19.2 Any additions and amendments to this Contract must be made in writing and shall enter into force upon signature by the authorised representatives of both Parties.

#### **20. OTHER TERMS AND CONDITIONS**

20.1 The contractual terms pertaining to the Results, confidentiality, liabilities, and arbitration of disputes shall remain effective even after the expiry of the Agreement. Additionally, any other contractual terms that, by their nature, are intended to remain effective, shall remain effective despite the expiry of the Agreement.

20.2 If a contractual term is found to be invalid, such invalidity shall have no effect on the validity of other contractual terms.

20.3 Each Party shall replace an invalid contractual term with a valid one that best represents the Parties' joint intent upon the signature of the Research Agreement.

#### **21. APPLICABLE LAW AND PLACE OF JURISDICTION**

21.1 This Agreement shall be governed by Finnish law.

21.2 Any disputes arising from this Research Agreement shall primarily be resolved through negotiations between the Parties. If the Parties fail to reach agreement, the matter shall be forwarded to Pirkanmaa District Court for resolution.