

MASS SPECTROMETRY FACILITY

DEPARTMENT OF PHARMACEUTICAL CHEMISTRY

UNIVERSITY OF CALIFORNIA, SAN FRANCISCO, CA 94158-2517

APPLICATION FOR RESEARCH PROJECT APPROVAL

Before completing this form initial contact should be made with the facility director A.L. Burlingame (alb@cgl.ucsf.edu) to discuss your research project and what preliminary work is necessary to determine feasibility of your project.

Fees: Fund Authorization Form (Internal/Affiliate Users) / User Fee Agreement Form (External Users)

You will be charged a user fee according to the fee schedule below. **Internal/Affiliate users** must complete a *Fund Authorization Form* (internal and recognized affiliate users are funded by UC sources and provide a valid UCSF fund and Speedtype information for payment). **External users** must complete an *External User Fee Agreement* (external users are funded by non-UC sources and charged via invoice and pay via check). Please complete the appropriate attached form.

Fee Schedule:

Internal/Affiliate Rate: \$30/per hour

External Rate: \$46/per hour

Submission of Samples:

- After your research project is approved you will receive notification of your assigned project number via email. **Each project** must have its own project number that must be entered on each sample submission form.
- A *Sample Submission Form* must be completed for **all** samples submitted. These forms may be obtained at: <http://msf.ucsf.edu/projects.html> or at the address below. **The signature of the Research Director is required on each sample submission form.**
- Contact the lab manager, Mark Burlingame (mark.burlingame@ucsf.edu) regarding information sought, preparation, the amount of sample, and submission tubes.
- All samples **must** have labels bearing, **project number, requester name, and sample name** (code names are desirable if chemical name is lengthy). Mail or drop off samples and sample submission forms to the address below. If you wish to submit more than 10 samples at one time please notify the facility for authorization *before* submitting samples.

Mandatory Funding Acknowledgement

- **It is your responsibility to acknowledge data provided by this Facility.** Contact the Facility for grant acknowledgement information.
- Send this form via email and also a signed hard copy to Ronde Stephens-Pitts (ronde@cgl.ucsf.edu) and Kris Casler (lck@cgl.ucsf.edu) at the address below.

Mass Spectrometry Facility
University of California, San Francisco
600 16th street, Genentech Hall, Room N472, Box 2240
San Francisco, CA 94143-2517
(415) 476-4893 Fax: (415) 502-1655
www.msf.ucsf.edu

FOR FACILITY USE ONLY

Principal Investigator:

(last name & initials)

Project No

PROJECT DESCRIPTION AND INVESTIGATORS

PROJECT TITLE: Use a descriptive title of **80 or fewer characters (including spaces)**. Avoid the use of *a, an, the, study of, investigation of, role of, evaluation of, research on/in* at the beginning of the title.

AIDS RELATED?

YES

NO

ABSTRACT: Provide a brief summary description of the study in layperson's language including background, rationale for the project, study question(s), design, study population (if applicable), and outcome measures. Address how the UCSF Mass Spectrometry Facility will assist in obtaining your research goals. It may be up to 250 words. **Abstracts should not contain proprietary and/or confidential information.**

Signature of Principal Investigator: _____ **Date:** _____

NOTE: When mass spectral data subsequently used in publications, please acknowledge UCSF Mass Spectrometry Facility (A.L. Burlingame, Director) and indicate supporting grant(s) per the funding agency and grant number(s). Contact Facility for grant acknowledgement information at 415-476-4893.

PROJECT INVESTIGATORS: Please provide information about **ALL** investigators involved in this project.

Principal Investigator Name and Degree(s): Institution and Department: Address: Telephone and E-Mail Address:
Investigator 2: Name & Degree(s): Institution & Department: Address: Telephone & E-Mail Address:
Investigator 3: Name & Degree(s): Institution & Department: Address: Telephone & E-Mail Address:
Investigator 4: Name & Degree(s): Institution & Department: Address: Telephone & E-Mail Address:
Investigator 5: Name & Degree(s): Institution & Department: Address: Telephone & E-Mail Address:
Investigator 6: Name & Degree(s): Institution & Department: Address: Telephone & E-Mail Address:
Investigator 7: Name & Degree(s): Institution & Department: Address: Telephone & E-Mail Address:

SOURCES OF FINANCIAL SUPPORT: Provide sources of support for the **Principal Investigator** and **ALL** other investigators directly **related to the research project(s)** supported by the Mass Spectrometry Facility. Please follow NIH Other Support guidelines.

Principal Investigator Support: Source/Type: Grant/Contract number: Total Funds (direct and indirect): \$
Name of Investigator: Source/Type: Grant/Contract number: Total Funds (direct and indirect): \$
Name of Investigator: Source/Type: Grant/Contract number: Total Funds (direct and indirect): \$
Name of Investigator: Source/Type: Grant/Contract number: Total Funds (direct and indirect): \$
Name of Investigator: Source/Type: Grant/Contract number: Total Funds (direct and indirect): \$



UCSF MASS SPECTROMETRY FACILITY FUND AUTHORIZATION FORM

600 16TH STREET, GENENTECH HALL, ROOM N472, BOX 2240
SAN FRANCISCO, CA 94143-2517 ✧ 415-476-4893

Principal Investigator _____

Department _____

Address & Box# _____

Phone _____

Email Address _____

Project Number(s) _____

UCSF Fund Information

Account Administrator

Fund Name _____

Name _____

Grant # _____

Phone & Box# _____

FUND (4-digits) ___ ___ ___ ___

Email Address _____

Dept ID (6-digits) ___ ___ ___ ___ ___ ___

Project (7-digits) ___ ___ ___ ___ ___ ___ ___

Activity (2-digits) ___ ___ Function (2-digits) ___ ___

Speedtype _____

Additional Users:

User 1 - Name _____

User 2 - Name _____

Phone _____

Phone _____

Email _____

Email _____

User 3- Name _____

User 4 - Name _____

Phone _____

Phone _____

Email _____

Email _____

Authorized Signature _____ Date: _____

Please submit via email to Jules Taffe (taffe@cgl.ucsf.edu) or fax 415-502-1655

EXTERNAL USER FEE AGREEMENT

BETWEEN

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

AND

THIS EXTERNAL USER AGREEMENT (the "AGREEMENT") is entered into by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a constitutional corporation under Article IX, Section 9 of the Constitution of the State of California, acting for and on behalf of its San Francisco Campus, with administrative offices at 3333 California St., Suite 315, San Francisco, CA 94143-0962 (the "UNIVERSITY") and _____ <NAME OF USER>, having its principal offices at _____ <USER'S ADDRESS> (the "USER").

Collectively, UNIVERSITY and USER may be referred to as the "Parties" and either individually as a "Party."

WHEREAS, USER would like to have UNIVERSITY perform certain services on behalf of USER as it has determined that those services cannot be adequately performed by other agencies or commercial firms.

WHEREAS, UNIVERSITY, through the Bio-Organic Biomedical Mass Spectrometry Resource Center (A.L. Burlingame, Director), has the experience, capabilities, and expertise (including supplies, equipment, material, and labor) necessary to perform the services contemplated by this AGREEMENT and the performance of such services is consistent with its educational, research, and patient care activities.

NOW THEREFORE, in consideration of the mutual agreements contained herein, the Parties agree as follows:

- 1.0 Term of Agreement.** The term of this Agreement shall begin as of the last date of signature by the Parties (the "EFFECTIVE DATE"), and shall continue indefinitely unless terminated in accordance with paragraph 10.0.
- 2.0 Scope of Services.** UNIVERSITY agrees to perform the services described in Exhibit A, attached hereto and incorporated herein (the "SERVICES"), in accordance with all applicable State and Federal laws and regulations.
- 3.0 Payment.** USER agrees to remit payment to the UNIVERSITY for invoiced amounts, made in accordance with Exhibit A. USER agrees to pay all amounts within 60 days of invoice. UNIVERSITY shall submit invoices monthly to the following address

USER:
NAME _____
TITLE _____
ADDRESS _____

- 4.0 Materials.** USER may provide materials, including, without limitation, organisms, cell lines, biological samples, tissues, chemicals, proteins, and/or nucleic acids to UNIVERSITY for use in the performance of the SERVICES (the "MATERIALS"), subject to the following terms:

Legal title to MATERIALS will be unaffected by this AGREEMENT or the provision of such MATERIALS by USER to UNIVERSITY hereunder.

The provision of MATERIALS by USER to UNIVERSITY constitutes a non-exclusive license to use the MATERIALS solely in the performance of the SERVICES under this AGREEMENT. MATERIALS will not be used for any other purpose than the performance of the SERVICES.

MATERIALS will only be made available to UNIVERSITY employees who are responsible for the performance and administration of the SERVICES.

USER warrants that any MATERIALS provided pursuant to this Agreement were collected or will be collected in accordance with applicable laws, regulations, patient consent forms and authorizations pursuant to Institutional Review Board (IRB) approval and will be de-identified in accordance with the Health Insurance Portability and Accountability Act (HIPAA), and agrees to properly label, package, and transport the Material in accordance with all applicable State and Federal laws and regulation. All unused MATERIALS will be returned to USER to the following address: _____ <USER'S ADDRESS>.

- 5.0 Deliverables.** UNIVERSITY agrees that results and other deliverables described in Exhibit A (collectively, the "Deliverables"), prepared by UNIVERSITY for USER, or developed by USER during USER's use of the UNIVERSITY core lab facility, under this AGREEMENT, shall be owned by USER.

Notwithstanding the foregoing, if USER engages in research activities on the UNIVERSITY campus or with UNIVERSITY employees or students beyond the SERVICES described in EXHIBIT A, then any inventions created as a result will be subject to the University of California Patent Policy, which may be found at <http://www.ucop.edu/ott/> and U.S. patent laws.

- 6.0 Indemnification.** UNIVERSITY shall defend, indemnify and hold USER, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent that such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of UNIVERSITY, its officers, employees and agents.

USER shall defend, indemnify and hold UNIVERSITY, its officers, employees, agents, guests or invitees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent that such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of USER, its officers, employees and agents.

USER and UNIVERSITY represent that they have sufficient insurance or self-insurance to cover the activities described in Exhibit A, and the indemnification obligations detailed above.

- 7.0 DISCLAIMER OF WARRANTY.** SERVICES AND/OR DELIVERABLES PROVIDED BY UNIVERSITY TO USER UNDER THIS AGREEMENT ARE PROVIDED WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF NON-INFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHT.

- 8.0 LIMITATION OF LIABILITY.** NEITHER PARTY SHALL BE LIABLE FOR ANY LOST PROFITS, COSTS OF PROCURING SUBSTITUTE GOODS OR SERVICES, LOST BUSINESS, OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES, SUFFERED BY THE OTHER PARTY, ITS AFFILIATES, EMPLOYEES, AGENTS, SUBLICENSEES, OR JOINT VENTURERS ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ALL CAUSES OF ACTION OF ANY KIND INCLUDING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY AND BREACH OF WARRANTY. IN NO EVENT SHALL EITHER PARTY'S TOTAL CUMULATIVE LIABILITY FOR ANY AND ALL CLAIMS ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE FEES PAID UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE WRITTEN NOTICE OF THE CLAIM FOR LIABILITY HEREUNDER.

- 9.0 Interruption of Service.** Either Party shall be excused from any delay or failure in performance required hereunder if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war or terrorism, fire, insurrection, laws, proclamations, edits, ordinances or regulations, strikes, lock-outs or other serious labor disputes, riots, contamination or disease affecting the use of animal or research facilities, earthquakes, floods, explosions or other acts of nature. The obligations and rights of the Party so excused shall be extended on a day-to-day basis for the time period equal to the period of such

excusable interruption. When such events have abated, the Parties' respective obligations hereunder shall resume. Except for mandatory services set forth in Exhibit A, in the event the interruption of the excused Party's obligations continues for a period in excess of thirty (30) days, either Party shall have the right to terminate this AGREEMENT upon ten (10) days' prior written notice to the other Party.

10.0 Effect of Termination. Either Party may terminate this Agreement at any time for any reason upon thirty (30) days' prior written notice. BUYER shall reimburse UNIVERSITY for all costs incurred within the scope of this AGREEMENT by UNIVERSITY prior to receiving notice of termination or as a result of termination or expiration.

In the event that either Party shall be in default of any of its obligations under this AGREEMENT and shall fail to remedy such default with thirty (30) days after written notice thereof, the Party not in default shall have the option of terminating this AGREEMENT by giving written notice of termination with an immediate effect to the defaulting Party.

Termination of this AGREEMENT shall not affect the rights and obligations of the Parties accrued prior to termination.

Upon termination or expiration of this Agreement, any provisions herein which are intended to continue and survive such termination or expiration (including without limitation, Sections 6, 8, 12, 13, 16, 17 and 18) shall survive expiration or termination of this Agreement.

11.0 Notice. Any notice required or permitted under this AGREEMENT shall be effective only if given in writing and delivered by one Party to the other by personal service, by US Mail, or by electronic mail.

To UNIVERSITY:	To USER:
Attn. Director, Contracts & Grants University of California San Francisco BOX 0962 San Francisco, CA 94143-0962 Email: cgawardteam@ucsf.edu	NAME _____ TITLE _____ ADDRESS _____ _____ _____

12.0 Public Records. The Parties acknowledge that UNIVERSITY is a California constitutional corporation subject to California Government Code 6250, et seq. also known as the California Public Records Act ("Act") and that all records and files of UNIVERSITY except those that may be excepted by the Act are available to any member of the public who makes a request pursuant to the Act.

13.0 Confidentiality. "CONFIDENTIAL INFORMATION" shall mean proprietary and confidential information communicated by one party to the other in writing, marked as "Confidential" or, in the case of oral disclosures, identified at the time of such oral disclosure as confidential, and reduced to writing and identified as "Confidential" within thirty (30) days of disclosure. The receiving party shall use reasonable efforts not to disclose the disclosing party's CONFIDENTIAL INFORMATION to anyone except as necessary for purposes of the SERVICES. The receiving party will use the CONFIDENTIAL INFORMATION only in the performance of the SERVICES. The obligations of confidentiality set forth herein shall remain in effect for a period of five (5) years from the EFFECTIVE DATE. The receiving party shall have no obligations under this paragraph with respect to information which:

- a. was known to it prior to receipt hereunder, as demonstrated by written records;
- b. at the time of disclosure was generally available to public, or which after disclosure becomes generally available to the public through no fault attributable to receiving party;
- c. is hereafter made available to receiving party for use or disclosure by disclosing party from any third party having a right to do so;
- d. is required to be disclosed by law, governmental rule or regulation or order of a court with competent jurisdiction; or
- e. is independently developed by receiving party without reference to the CONFIDENTIAL INFORMATION.

- 14.0 Waiver.** No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. The failure of either Party to exercise any right or remedy hereunder shall not be deemed to be a waiver of such right or remedy or other right or remedy hereunder.
- 15.0 Exhibits.** Any and all exhibits attached hereto are incorporated herein by reference and made a part of this AGREEMENT.
- 16.0 Use of Names.** Neither party will use the name or derivative thereof of the other party or its employees, contractors or affiliates in any advertisement, press release, or other publicity without prior written approval of the other party. USER understands that the California Education Code section 92000 provides that the name "University of California" is the property of the State and that no person will use that name without permission of University.
- 17.0 Governing Law; Severability.** California law shall govern the interpretation and enforcement of this AGREEMENT, without regard to the conflict of law principles thereof. Each section of this Agreement shall be deemed to be severable. If a court of competent jurisdiction holds any section or part of this Agreement invalid, illegal, or unenforceable, the validity of the remaining sections shall not be affected.
- 18.0 Counterparts; Electronic Copies.** This AGREEMENT may be executed in one or more counterparts. Delivery of an executed counterpart of this AGREEMENT by facsimile or a .pdf data file or other scanned executed counterpart by email shall be equally as effective as delivery of a manually executed counterpart of this AGREEMENT. Each duplicate and counterpart shall be equally admissible in evidence, and each shall fully bind each party who has executed it. The Parties to this document agree that a copy of the original signature (including an electronic copy) may be used for any and all purposes for which the original signature may have been used. The Parties agree they will have no rights to challenge the use or authenticity of this document based solely on the absence of an original signature.
- 19.0 Integration Clause.** This AGREEMENT, together with any Exhibits hereto, represents the entire understanding of the Parties and supersedes any prior or contemporaneous agreements or understandings between UNIVERSITY and USER with respect to the subject matter hereof. No modification of this AGREEMENT may be executed between the Parties with respect to the subject matter hereof without formal written amendment of this AGREEMENT signed by duly authorized representatives of both Parties.

IN WITNESS, WHEREOF, intending to be legally bound, each Party has caused this AGREEMENT to be signed by its duly authorized officer as of the day and year written below.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

USER

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: Contracts & Grants Officer

TITLE: _____

DATE: _____

DATE: _____

EXHIBIT A

SERVICES AND PRICING

The UCSF Mass Spectrometry Facility will perform sample preparation, acquire mass spectrometry data, provide data analysis, and consultation for accepted collaborative project samples submitted to the facility by [insert client name] on an as needed basis. The UCSF Mass Spectrometry Facility is located on the Mission Bay campus, 600 16th street, Genentech Hall, Room N472, SF, CA. The results of the mass spectrometry experiments will be communicated to _____ <NAME OF USER> in a form mutually agreed upon by the Parties. _____ <NAME OF USER> will pay the UCSF Mass Spectrometry Facility a user fee to recover costs incurred by the facility according to standard external user recharge rates approved by the UCSF Office of Budget and Resource Management. UCSF will bill [insert client name] on a monthly basis to recover costs for samples submitted to the UCSF Mass Spectrometry Facility.

External User Fee Rate: \$46.00/hour. User fees are calculated based on the hours of instrument time used.

Prices are subject to annual review and may change without notice.