



Shared infrastructure, shared opportunity

A novel institutional pathway connecting a life-science incubator with academic shared resources

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THE OPPORTUNITY

Make advanced core capabilities part of the startup ecosystem

One agreement creates a governed path from CoLabs tenants to Fred Hutch expertise, equipment, and services.

Why this partnership mattered

Two organizations faced complementary constraints

CoLabs + startup teams

- Need high-end capabilities before capital allows ownership
- Avoid overextending limited early-stage cash
- Access expertise and testbeds that help teams prove, then scale

Fred Hutch Shared Resources

- Extend mission-aligned expertise into the local ecosystem
- Use available capacity while preserving internal priorities
- Create sustainable external engagement with clear controls



The incubator perspective

Infrastructure can be a competitive advantage

“Core facilities and testbeds are instrumental in helping startups scale.”

Uly Rivera

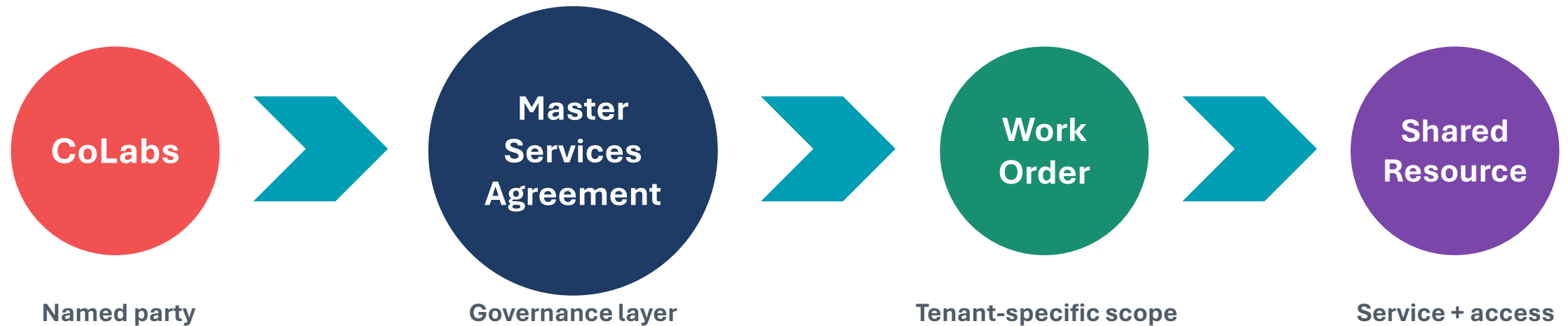
Vice President, Life Science & CoLabs Executive Director

Build the economy we want—through alliances among research institutions, private-sector partners, and the broader community.



The model we built

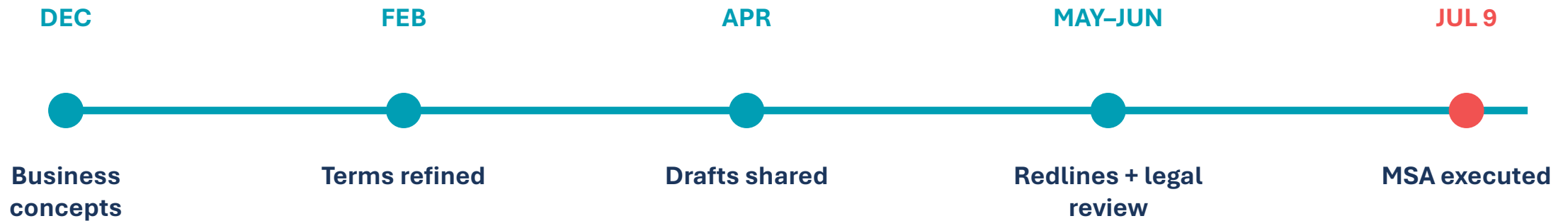
One institutional agreement; project-specific work orders



Fred Hutch collaborates directly with each tenant on scope, schedule, cost estimate, data, and deliverables—while CoLabs remains the contractual counterparty.

From concept to signature

An eight-month path of business alignment and legal iteration



The work was less about drafting from scratch—and more about making a three-party operating reality fit a two-party contract.

THE HARD PART

**Three actors.
Two contracting parties.**

The legal challenge was allocating risk and responsibility while preserving direct scientific collaboration with each startup.

How responsibility was allocated

Clear accountability made the model workable

Fred Hutch

- Sets policies, training, and onboarding
- Performs services using qualified personnel
- Controls availability and internal priority

CoLabs

- Named contractual counterparty
- Approves cost estimates
- Responsible for payment and tenant compliance

Tenant teams

- Define scientific scope with the core
- Provide compliant materials and approvals
- Receive project data and deliverables

The operating guardrails

Six provisions turn access into a manageable program

1 Priority

Fred Hutch and affiliate needs come first.

2 Access

Training and onboarding before systems or equipment access.

3 Pricing

Services are charged at the academic rate.

4 Scope

A separate Work Order defines each tenant project.

5 Protection

Tenant IP, materials, data, confidentiality, and insurance addressed.

6 Flexibility

Services may change with notice; either party may terminate.

How a tenant project moves

A repeatable pathway from inquiry to delivery



What we accomplished

More than a signed contract

- Created a scalable umbrella agreement for multiple startup tenants
- Preserved direct core-to-scientist collaboration
- Made academic pricing available through a governed pathway
- Defined payment, compliance, materials, IP, and liability responsibilities
- Established a reusable Work Order mechanism for future projects

ONE MSA

institution-to-institution

MANY PROJECTS

tenant-specific work orders

CLEAR CONTROLS

mission, risk, and access

What we learned

Five lessons for core facilities considering a similar model

- 1 Start with business rules** Agree on priority, eligibility, billing, insurance, access, and name use before legal drafting.
- 2 Map every relationship** Draw who contracts, pays, approves, performs, receives data, and owns risk.
- 3 Separate governance from science** Keep durable terms in the MSA; put changing scope and costs in Work Orders.
- 4 Design for operations** Do not accept provisions your invoicing, onboarding, or core systems cannot execute.
- 5 Maintain momentum** Use named owners, concise recaps, and regular follow-up across legal and operational teams.

Why the model can endure

VALUE CREATED

- Startups gain capabilities without major capital purchases & at discounted rates
- CoLabs expands its offering without duplicating specialties
- Shared Resources engages new users and strengthens the ecosystem

GUARDRAILS PRESERVED

- Internal and affiliate demand retains priority
- Access is project-specific—not blanket facility access
- CoLabs bears contractual accountability for tenants

Durability comes from balancing access with stewardship.

The agreement is the starting line

Now we move from framework to operating practice

ACTIVATE

Launch initial tenant
Work Orders and
complete
onboarding.

LEARN

Track demand, cycle
time, payment, user
experience, and
core burden.

SCALE

Refine templates
and assess whether
the model can
extend to other
partners.

Thank you!

Questions & discussion

List of CoLabs Tenants

- Access to Advance Health Institute
- Atria Research Institute
- Caffree
- Celogics
- Decycle
- Ember One
- Ex-Immuno Research Institute
- Hox
- Kinea Bio
- Marva Labs
- Ora Biomedical
- Testides

Incubator–Academic Shared Resources

Master Services Agreement

HIGH-LEVEL FRAMEWORK AND BEST PRACTICES, PROVIDED BY FRED HUTCH CANCER CENTER

Purpose

A practical, non-exhaustive guide for research institutions and life-science incubators developing an umbrella agreement that supports tenant access to shared scientific resources. This document summarizes roles and safeguards at a high level; it is not a substitute for the governing agreement or legal advice.

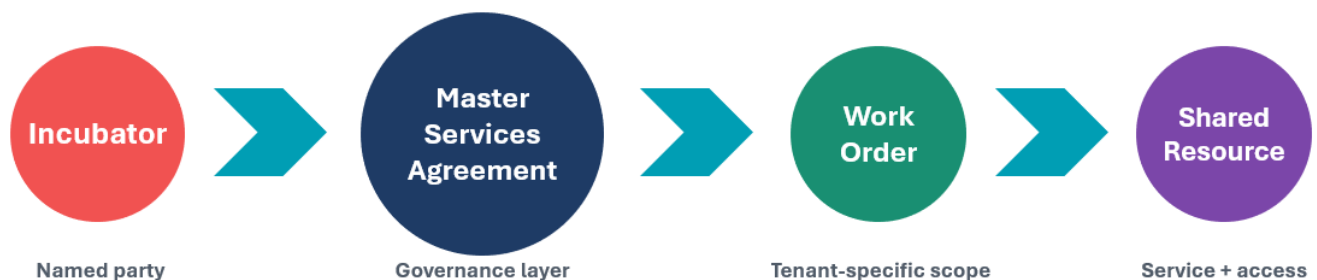
The model uses two layers: an umbrella agreement between the research institution and the incubator, followed by a project-specific work order for each tenant engagement. The incubator remains the contractual and financial counterparty, while the institution's scientific team may work directly with the tenant on project execution.

Model at a Glance

Party	Primary role	Core accountability
Research institution	Provides specialized services, equipment access, data, and defined deliverables.	Controls scientific operations, safety, capacity, institutional policies, and service quality.
Incubator / sponsor	Serves as the agreement holder and administrative bridge for participating tenants.	Assumes contracting, payment, compliance flow-down, insurance, confidentiality, and allocated liability obligations.
Tenant company	Defines the scientific need and participates in the project under the umbrella structure.	Meets project, safety, training, material, regulatory, confidentiality, and insurance requirements.

The model

One institutional agreement; project-specific work orders



The research institution collaborates directly with each tenant on scope, schedule, cost estimate, data, and deliverables—while the incubator remains the contractual counterparty.

Incubator / Sponsor Commitments

The umbrella entity should accept clear responsibility for administration and for ensuring that participating tenants meet the institution's requirements.

- **Contractual counterparty.** Enter into the master agreement and each tenant-specific work order with the research institution.
- **Financial responsibility.** Review and approve project estimates, accept invoices, and pay the institution according to the agreed schedule, including while a tenant-level scientific dispute is being resolved.
- **Tenant eligibility and flow-down.** Confirm that each participating company is an eligible tenant and ensure that applicable agreement terms, institutional policies, and work-order requirements are binding through the incubator–tenant relationship.
- **Onboarding and conduct.** Ensure tenant personnel complete required onboarding, training, health or vaccination requirements, and comply with facility, equipment, safety, security, and conduct rules.
- **Materials and biosafety.** Ensure tenant materials are properly described, packaged, labeled, transported, and accompanied by safety information; accept the cost of return or disposal when applicable.
- **Authority and regulatory readiness.** Confirm that tenants own or lawfully possess submitted materials and data, can authorize their use, do not knowingly infringe third-party rights, and have necessary regulatory approvals.
- **Confidentiality.** Protect the institution's proprietary information and ensure tenants do the same; accept responsibility for tenant breaches as allocated in the agreement.
- **Insurance and risk.** Maintain required organizational coverage, ensure tenants maintain required equipment or other coverage, and accept negotiated indemnification responsibilities for the incubator and tenant acts or omissions.
- **Communication and escalation.** Designate administrative, billing, and legal contacts; support timely issue resolution, notices, suspension, termination, and tenant offboarding.

Tenant Commitments

Because the tenant may not be a signatory to the umbrella agreement or work order, these expectations should be expressly incorporated into the incubator's tenant agreement, participation terms, onboarding acknowledgement, or another enforceable flow-down mechanism.

- **Project definition.** Work directly with the scientific resource to provide complete requirements, designate scientific contacts, review the scope, and confirm that requested deliverables meet the intended research need.
- **Policy compliance.** Follow all applicable institutional, facility, equipment, safety, security, privacy, and conduct requirements; complete required training before receiving system, site, or equipment access.
- **Safe materials.** Provide samples and other materials at the tenant's expense in appropriate containment and packaging, with accurate labels, hazard disclosures, safety data, and storage or handling instructions.
- **Legal authority.** Represent that the tenant owns or legally possesses the materials, data, and related know-how; has authority to provide them; and has obtained required regulatory and institutional approvals.
- **Permitted use.** Use facilities, equipment, data, and deliverables only for authorized purposes and do not introduce prohibited materials or conduct unapproved clinical, diagnostic, or regulated activities.
- **Confidentiality.** Safeguard institutional and third-party proprietary information encountered through the engagement and promptly report suspected unauthorized access, use, or disclosure.
- **Insurance and care of equipment.** Maintain required coverage, use instruments only as trained and authorized, promptly report damage or incidents, and accept responsibility as allocated through the incubator–tenant arrangement.
- **Scientific coordination.** Communicate promptly about scheduling, sample readiness, technical changes, and quality concerns; participate in good-faith resolution of scientific quality disputes directly with the resource.

- **Materials at closeout.** Provide return or disposal instructions and bear applicable shipping, storage, or disposal costs; retrieve or authorize disposition of remaining materials on time.

Work-Order Best Practices

Use a separate work order for each tenant and project. Keep scientific specificity in the work order while preserving consistent legal and administrative terms in the umbrella agreement.

Include	Recommended content
Project identity	Tenant, resource, project title or identifier, effective period, and administrative, scientific, and billing contacts.
Scope and deliverables	Services, assumptions, exclusions, data formats, reports, acceptance criteria, and any tenant activities or dependencies.
Budget and billing	Rate basis, estimated or not-to-exceed amount, invoicing cadence, preapproval requirements, and treatment of scope changes.
Schedule	Start and end dates, milestones, turnaround assumptions, tenant deadlines, and notice requirements for delays.
Materials	Type, quantity, hazard classification, packaging, shipping, storage, return, destruction, and cost responsibilities.
Risk conditions	Resource-specific safety, biosafety, data, privacy, export-control, human-subject, animal, or other special terms.
Data and IP	Ownership of tenant materials and project results, institutional ownership of platform methods and general know-how, and permitted uses.
Dispute path	Direct scientific discussion between the resource and tenant, administrative escalation through the incubator, and continued payment for completed work.
Authorization	Approval by authorized representatives of the institution and incubator, with documented tenant acknowledgement where appropriate.

Drafting Principles

Make the responsibility triangle explicit. State what the institution controls, what the incubator guarantees, and what each tenant must do. Avoid gaps created by assuming the tenant is a direct contracting party.

Separate science from payment. Let the resource and tenant resolve scientific quality issues directly, while the incubator remains responsible for undisputed and completed charges.

Protect institutional priority and capacity. Clarify that internal research needs, safety, law, staffing, and equipment availability may affect scheduling, access, rates, or service continuity.

Define ownership without overreaching. Preserve tenant ownership of its preexisting materials and project-specific results while preserving the institution's platform methods, general know-how, and independently developed improvements.

Build an orderly exit. Address suspension, termination, outstanding payment, return or disposal of materials, confidentiality survival, data delivery, and removal of access credentials.