



Terms and Conditions for Use of the Facilities of The Centre for Applied Genomics (TCAG) at The Hospital for Sick Children (SickKids)

Services

- All services are provided for research purposes only.
- All services are provided on a fee-for-service basis. An invoice will be issued at the completion of the experiment. For projects where the reagent cost is greater than \$25,000, You will be billed for the reagents upfront, with processing fees billed at the completion of the project. Payment will need to be received prior to placing the reagent order.
- Experiments generating data meeting technical quality control standards will be invoiced. Biological significance is not evaluated in determining the success of an experiment.
- Experiments that fail for any reason other than technical problems will be billed.
- TCAG is not responsible for data quality in experiments where samples have been partially processed by You. TCAG is only responsible for the portion of the experiment under its control. TCAG reserves the right to refuse samples it feels will not yield quality results.
- Experiments are performed on a first-come, first-served basis.
- Experiments are performed to the best of TCAG's abilities given the current state of knowledge and technology at the time of sample submission.
- TCAG is not responsible for the interpretation of data, unless such a service is ordered. TCAG is not responsible for any incorrect interpretation of the data by You.

Sample submission and handling

- You assure all samples have been collected in a lawful manner.

- You assure, where applicable, samples have been collected under approved Research Ethics Board (REB) protocols.
- You assure, where applicable, the services requested conform to the approved use of such samples under the REB protocol.
- Human biological samples must be submitted without any identifying information.
- Biological samples and all derivatives will be destroyed three months after completion of the requested service. If requested, TCAG will return the biological samples to You upon completion of the service, at cost to You.

Data

- Data will be kept by TCAG for three months after notification by TCAG of the completion of the requested service. It is Your responsibility to ensure the data has been retrieved from the TCAG servers and backed up. TCAG will make all reasonable efforts to contact You prior to data deletion.
- Concerns or questions regarding the experiment, sample preparation, data quality or technology, are to be raised within three months of the completion of the service (ie. before the samples are destroyed and data are deleted).
- Data will only be released to You requesting the service or Your Principal Investigator, or their designate upon written confirmation.

Acknowledgement

- TCAG normally neither requires nor requests co-authorship on studies using data generated solely on a fee-for-service basis by our facilities. In cases where significant intellectual contributions have been made by TCAG scientists, co-authorship may be appropriate, following usually-accepted scientific practice.
- You shall not use the name of SickKids or TCAG in any publication, news release, promotion, advertisement, or other public announcement, whether written or oral, that endorses services, organizations or products, without the prior written permission of SickKids' Director of Public Affairs. Specifically, You shall not use or permit others to use the name of SickKids or TCAG or to refer to them for any sales or promotional purposes.
- In order to satisfy reporting requirements of our funding partners, and to monitor our scientific impact, we require that customers acknowledge work performed by TCAG. This can be done in either or both of the following ways:

1. In the acknowledgments section of peer-reviewed publications. When TCAG personnel have been especially helpful (in study design, data interpretation, or technology selection), and where the author(s) feel that it is warranted, the following sentence should be incorporated. "The authors wish to thank [name of TCAG employee(s) and/or director(s)] of The Centre for Applied Genomics, The Hospital for Sick Children, Toronto, Canada for assistance with [activities or services performed]"

2. In the body text of peer-reviewed publications (for example, in Methods and Materials or Results sections). When TCAG has provided a service, the following language should be used. "[Service] was performed by The Centre for Applied Genomics, The Hospital for Sick Children, Toronto, Canada."

Indemnity & Limitation of Liability

- You agree to assume your own liability for and to rely on your respective institutional and professional liability insurance(s) or professional protective association, as the case may be, to indemnify You against any direct liability, loss, damage and expense (including attorney's fees and reasonable legal costs) in connection with any claim or lawsuit, regardless of merit, brought against You for any and all damages alleged to have been caused pursuant to the services.
- You shall defend, indemnify and hold harmless SickKids and its directors, officers, trustees, invitees, employees, agents, students and staff from and against any and all liabilities, claims, actions, suits, damages, costs and expenses (including legal fees and expenses) arising in connection with or arising out of the services.

THE SERVICES TO BE PROVIDED SHALL BE SUPPLIED TO YOU WITH NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SICKKIDS BE LIABLE UNDER ANY LEGAL THEORY

(INCLUDING BUT NOT LIMITED TO CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR WARRANTY OF ANY KIND) FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS), RELATING TO THIS SERVICES. THE ENTIRE RISK AS TO THE USE OF THE SERVICES IS ASSUMED BY YOU.

Intellectual Property

- SickKids shall be the owner of intellectual property developed by SickKids. You shall be the owner of intellectual property developed by You. Ownership of Inventions shall be consistent with inventorship and determined in accordance with the United States patent law.

Privacy

- You will comply with all applicable federal and provincial privacy legislation including but not limited to the Personal Information Protection and Electronic Documents Act, S.C. 2000, c. 5 ("PIPEDA") and the Personal Health Information Protection Act, 2004, S.O. 2004, c. 3 ("PHIPA"). You shall be responsible for damage, loss or cost to the extent arising from your breach of the laws.

General

- You and SickKids are independent contractors. Nothing contained herein shall be deemed or construed to create between the parties a partnership or agency or joint venture or employment relationship. You do not have the authority to act on behalf of or to assume, create or commit SickKids in any manner.
- No part of this arrangement may be assigned, delegated, transferred or subcontracted by You to any third party without the prior written approval of SickKids.
- These Terms & Conditions shall not be amended or supplemented except in writing and signed by duly authorized representatives of You and SickKids.
- Waiver of any term or condition of these Terms & Conditions shall not be binding on either party unless agreed to expressly in writing by both parties. Waiver of any provision of these Terms & Conditions shall not constitute a waiver of any other provision nor shall any waiver constitute a continuing waiver unless otherwise provided in writing.
- The Terms & Conditions shall be interpreted and governed by the laws in force and in effect in the Province of Ontario, without regard to conflict of laws rules therein. The parties agree irrevocably to attorn to the exclusive jurisdiction of the courts of the Province of Ontario, the federal courts of Canada and all courts competent to hear appeals in connection with any dispute or controversy arising out of or in connection with the services.
- The Terms & Conditions shall enure to the benefit of and shall be binding upon and enforceable by the parties and their respective successors and permitted assigns.
- The Terms & Conditions sets forth the entire understanding between the parties with respect to the services, and shall supersede all prior and contemporaneous agreements, understandings, negotiations, representations and warranties, whether written or oral.

- In the event that any part, article, clause, paragraph or subparagraph of the Terms & Conditions shall be held to be indefinite, invalid, illegal or otherwise voidable or unenforceable, the entire Terms & Conditions shall not fail on account thereof, and the balance of the Terms & Conditions shall continue in full force and effect.
- Completion of the services shall not affect the survival and continuing validity of any provision which is expressly or by implication intended to continue in force or to be relied upon by any party after such termination or expiration.
- No party shall be responsible for any failure or delay in the performance of the services resulting from causes beyond its reasonable control, including fire, explosion, flood, war, riot, outbreak, acts of government, acts of terrorism, court order, civil unrest, sabotage, adverse weather conditions, labour troubles and unavoidable shortage of materials or services, or without prejudice to the generality, any other circumstance or occurrence beyond the reasonable control of the party. The delayed party shall give timely notice to the other party of any such event of force majeure and shall endeavour to avoid or remove the causes and resume performance with minimum delay and with reasonable dispatch whenever such causes are removed