

OMICS RESOURCE CENTRE TERMS & CONDITIONS

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INTRODUCTION

Welcome to the Omics Resource Centre (“ORC”)! Please review the following TERMS & CONDITIONS before preparing your samples. Project submission via ORC’s Laboratory Information Management System (“LIMS”; <https://usaskomics.mon.slims.agilent.com/slims/login>) platform or ORC’s Sample Submission Template (“SST”) and accessing, using, or visiting the ORC website (<https://wcvm.usask.ca/research/orc/centre.php>; “Site”), confirms the acceptance of the TERMS & CONDITIONS outlined below. Access and use of the ORC Site or ORC’s LIMS or ORC’s SST requires all users to have accepted the TERMS & CONDITIONS.

ORC may modify these TERMS & CONDITIONS, in whole or in part, at any time and at its sole discretion. Such modifications will be effective when posted on the ORC Site or any other ORC document. ORC may also terminate, change, or otherwise modify any aspect of this Site, or impose limits on features or restrict access, in whole or in part, to this Site at any time and in its sole discretion without liability. If you have any questions, please email us at orc@usask.ca.

In furtherance of ORC's mission, ORC has prepared a quotation ("Quote") that sets forth the genomics and other services ("Services") to be provided to the entity or the individual identified in the Quote ("Customer") under the terms and conditions contained herein ("TERMS & CONDITIONS").

The Customer's acceptance of any Quote is subject to and expressly limited by these TERMS & CONDITIONS, and the Customer's submission of any biological material, other materials, and information provided to ORC ("Customer Materials") and/or acceptance of the Services shall be deemed agreement to these TERMS & CONDITIONS.

Unless otherwise terminated in accordance with the provisions herein (see 'TERMINATION' section), the term of this Agreement shall begin on the confirmation of acceptance of the Customer's order and shall end upon delivery of the sequencing data, quantification and quality data and/or intermediary workflow products, such as nucleic acid extracts, aliquots and/or sequencing libraries ("Results") to the Customer.

These TERMS & CONDITIONS cannot be waived, modified or supplemented without the prior, express written consent of the ORC Laboratory Manager. While ORC may accept purchase orders from the Customer for administrative convenience at its discretion, the Customer understands and agrees that the terms of any such purchase order that purports to replace, modify or supplement the terms of these TERMS & CONDITIONS shall have no effect, notwithstanding any precedence or other clause in the purchase order.

SERVICES

ORC will use reasonable efforts to perform the Services described in the Quote pursuant to the specifications set forth therein and subject to these TERMS & CONDITIONS. ORC reserves the right to choose at its discretion from available technologies and protocols in the performance of the Services without notice to the Customer. The Customer understands that the Results generated by the Services are to be used FOR RESEARCH PURPOSES ONLY and represents and warrants that it will not use the Results or any other deliverables from ORC to make clinical diagnoses or treatment decisions.

PAYMENTS & SUBMISSION REQUESTS

The Customer is required to contact orc@usask.ca to request a Quote prior to receiving access to ORC's LIMS in order to place a service request and to be permitted to submit samples (see "SAMPLE SUBMISSION, HANDLING & SHIPMENT INFORMATION" below). Quote is valid for three months from date of issue, and samples must be received before quote expiration.

The Customer agrees to pay ORC for the Services in accordance with the Quote. All payments shall be made in Canadian dollars. The Customer is liable for all costs incurred as a result of placing a service request. Typically, invoices will be sent out on a quarterly basis.

Unless set forth otherwise in the Quote, ORC's invoices are due and payable within thirty (30) days of receipt by the Customer. Payment status is monitored frequently. Customers are required to pay promptly. In the event that any

payment is more than thirty (30) days late, ORC has the right to suspend performance of the Services until all overdue payments are made current.

SAMPLE SUBMISSION, HANDLING & SHIPMENT INFORMATION

All samples must meet ORC's Sample Requirements (see 'Nucleic Acid Sample Requirements' and 'Crude Sample Requirements' tabs in the SST and in ORC's LIMS; for details refer to the Sample Submission Guide), and as stated in the Quote. The Customer has the responsibility of obtaining any permits or governmental approvals for the export from country of origin and import into Canada of any human, plant or animal samples. The Customer must attach legible copies (or originals if required) of the permits or governmental approvals necessary for ORC to accept delivery of the samples.

Once samples and the SST have been received or the service request has been submitted through ORC's LIMS, the Customer is financially liable for the costs of the Service. For termination requests see "TERMINATION" section.

In the event the Customer chooses to proceed with sequencing for a sample that fails quality control, ORC shall not be responsible for the quality of the Results produced, and all costs associated with the Services will remain due and payable.

ORC does not guarantee sequencing yield on DNA or RNA that is not extracted by ORC. Sequencing yield is dependent on the quality of the DNA/RNA preps and extractions, and ORC does not guarantee the quality of any DNA/RNA preps or extractions not performed by ORC. Failure to meet Quote specifications attributable in any way to the quality of DNA/RNA preps and/or extractions not performed by ORC is not a basis for repeat actions by ORC except at the sole cost of Customer.

ORC does not guarantee sequencing performance of non-ORC created libraries. the Customer is responsible for all sequencing costs associated with submitted libraries.

DATA RELEASE & STORAGE

Upon completion of the Service, data will be made available to the Customer through the Globus platform unless otherwise specified in the Quote.

Samples, libraries and sequencing data will be stored for a **maximum of two (2) months** ("ARCHIVAL PERIOD") from the release email. If the Customer wishes to claim their libraries or leftover crude samples and extracts (if available), please state this in a reply to the data release email. After the ARCHIVAL PERIOD unless otherwise arranged, the Customer's raw data of Results shall be destroyed, without further notice to the Customer, in accordance with these TERMS & CONDITIONS, as may be modified from time to time.

The Customer agrees that any Results retained by ORC may be used by ORC for internal lab purposes, including but not limited to: lab optimization; equipment calibration and testing; creation, testing, refinement, and modification of processes, procedures, methods, and techniques for sequencing and analysis of genomic data; and software development and improvement.

COMPLIANCE WITH LAWS

In carrying out the purpose of this Agreement, each of ORC and the Customer agrees that its activities will be conducted in compliance with all applicable laws.

DISCLAIMER OF WARRANTY – LIMITATION OF LIABILITY

Other than as expressly set forth in these TERMS & CONDITIONS, ORC makes no representations, warranties or guarantees regarding the Services or Results provided by ORC to the Customer, or the use of the Results by the Customer. ORC disclaims all other warranties, whether expressed or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. ORC shall not be liable to the Customer, its affiliates, successors, assigns or any third party with respect to claims on account of or arising from its breach of these TERMS & CONDITIONS, or the manufacture, use or sale of any products or other material or item derived from the Services or Results. In no event will ORC be liable for any consequential, incidental, special or indirect damages, including without limitation, damages for loss of samples or profits, business interruption, loss of business information, loss of business opportunity, or property damage sustained by the Customer from the use of, or inability to use, any samples or Results, even if ORC has been advised of the possibility of such damages. As to any ORC liability not subject to the foregoing, ORC's maximum liability will not exceed the aggregate amount paid under the Quote by the Customer to ORC for the Services in question.

CUSTOMER'S WARRANTIES AND REPRESENTATIONS

The Customer represents and warrants that (i) all samples or materials provided by the Customer for Services are de-identified or coded samples (and no key to be made available by the Customer to ORC); (ii) all samples were lawfully collected, safe, and nonhazardous and do not infringe on the intellectual property rights of any third party; (iii) all persons providing samples or materials to ORC for the performance of the Services have given explicit consent to the Customer for the Services to be performed as required by applicable data protection or Privacy Laws (hereinafter defined) or regulations; and (iv) it will at all times fully comply with all Privacy Laws applicable to the control or processing of all person's personal data/information, as well as the Customer's own privacy notices. For purposes herein, "Privacy Laws" means all applicable Canadian (provincial and federal) laws, other countries' national and local laws, and international laws that regulate the control or processing of personal data/information and specify data protection, privacy, security, and security breach notification obligations. Samples provided by the Customer to ORC shall be, and the Customer represents and warrants that such samples are in compliance with the Nagoya Protocol (<https://www.cbd.int/abs/about/>) for the genetic sequencing and public release of genome sequence data. By submitting an order, the submitter represents and warrants that he/she is a duly authorized officer and/or representative of the Customer and is authorized to legally bind the Customer hereto. The Customer agrees that it will hold ORC harmless from any and all claims, demands, costs, or judgments against ORC, or any liability,

damage, loss, or expense (including reasonable attorneys' fees and expenses of litigation) arising from or related to the Customer's warranties, representations, and covenants contained herein.

FORCE MAJEURE

ORC will not be liable for lost or destroyed Customer Materials, delay or non-performance of any of its obligations hereunder or its performance of the Services to the extent that such performance is prevented, prohibited, or delayed, or such loss or destruction of Customer Materials is caused, by any circumstance or reasons beyond ORC's control including without limitation, labor disputes, fire, flood, natural disaster, war blockade, military operations, riot, civil commotion, plant breakdown, power outage, computer or other equipment failure or non-delivery or delays in delivery by any other suppliers of goods or services utilized in the performance of Services under this Agreement, provided that ORC completes the Services within a reasonable time after such circumstances are resolved.

INTELLECTUAL PROPERTY

The term "Intellectual Property Rights" means any form of intellectual property rights or protection, including without limitation i) patents and patent applications, and any reissue, reexamination, division, continuation, or continuation-in-part application thereof, ii) trademarks or trade dress, iii) trade secret and equivalent rights, and iv) copyrights, mask works, and other authors' rights, whether or not protected by copyright or as a mask work.

Except as expressly provided herein, nothing in this Agreement shall be construed as granting or implying any rights to either party pertaining to background Intellectual Property Rights of the other party under any patents or Intellectual Property Rights associated therewith.

Following the settlement of all invoices, all right, title, and interest in the Results shall be the exclusive property of the Customer and shall be deemed to be works made for hire and/or otherwise assigned to the Customer ("Customer IP"). All Intellectual Property Rights to work resulting from unpaid Services shall remain the exclusive property of ORC. Notwithstanding anything herein to the contrary, intellectual property relating to ORC's processes, procedures, methods, and techniques shall be the exclusive property of the ORC (together with Intellectual Property Rights to work resulting from unpaid Services, "ORC Improvement IP"). Notwithstanding the foregoing, ORC shall comply with USask policies on intellectual property ownership of materials created in the course of employment at USask with respect to Internal Customers.

The terms of this "INTELLECTUAL PROPERTY" section shall survive any termination or expiration of this Agreement.

CONFIDENTIALITY

"Customer Confidential Information" means all information relating to the Customer's Materials, Results, and Customer IP other than ORC Improvement IP, as well as all information disclosed by or on behalf of the Customer to

ORC in connection with the Services that is identified as confidential at the time of initial disclosure. ORC will not use any Customer Confidential Information or Customer Materials for any purpose other than performing the Services without the Customer's prior written consent, and will not disclose such Customer Confidential Information to any third party without the Customer's prior written consent, except where such disclosure is necessary to provide the Services in question or required by law. Notwithstanding the foregoing, in furtherance of ORC's non-profit mission, ORC may use the Results as described herein and for its own current and future quality assurance and methods developments purposes, provided that ORC does not disclose such Results to any third party.

"ORC Confidential Information" means all information relating to ORC Improvement IP, prices, and price schedules, as well as all information disclosed by or on behalf of ORC to the Customer in connection with the Services that is identified as confidential at the time of initial disclosure. The Customer will not use or disclose to any third party any ORC Confidential Information without ORC's prior written consent.

The above obligations of confidentiality and limited use shall not apply to any information that the party receiving such information under this agreement ("Receiving Party") can show (a) was already known to the Receiving Party without restriction on disclosure prior to the time of first disclosure; (b) at the time of disclosure is in the public domain; or after the date of the disclosure, lawfully becomes a part of the public domain other than through breach of this Agreement by the Receiving Party; (c) is received without obligation of confidentiality from a third party having a legal right to disclose the same; (d) is independently developed by the Receiving Party by individuals without access to such information; or (e) is required to be disclosed by the Receiving Party pursuant to a legally enforceable order, direction or other regulation ("Order"), provided however, that the Receiving Party promptly notifies the party that disclosed such information in advance of such disclosure (to the extent permitted by applicable law), and discloses only that information necessary to comply with said Order.

PUBLICATION ACKNOWLEDGEMENT

Any Results generated as part of the Services, which are presented in a publication, grant proposal, poster, or presentation, must be formally acknowledged. Payment for ORC Services does not preclude the recognition of resources used or intellectual contribution to a project.

The best format for acknowledging the ORC depends on the nature of the project and the contribution of ORC staff and can be one of the following: 1) acknowledgment of the facility, 2) acknowledgment of the staff, or 3) co-authorship.

- 1) For research projects using routine ORC workflows, consultation, and data processing (i.e. not involving data interpretation), we request recognition in your publication or presentation. Publications may recognize the ORC in either the Acknowledgments section and/or the Materials and Methods section, varying on the journal's requirements and author's preference; example #1: *"This work was supported by the resources and staff at the University of Saskatchewan Omics Resource Centre (<https://wcvm.usask.ca/research/orc/centre.php>)."*; example #2: *"[insert service/s] was performed at the USASK Omics Resource Centre."*

- 2) If ORC staff provided help that went beyond routine workflows, consultation, or data processing, by providing advanced training, custom sample preparation, or comprehensive guidance in experimental design, please recognize the ORC scientist(s) by name in the acknowledgments, as well as the ORC itself. Example: “We thank [insert name/s] from the University of Saskatchewan Omics Resource Centre for technical assistance with [insert service/s or contribution].”

- 3) If ORC scientists interpreted data, participated substantially in the design of your project, made significant intellectual contributions, wrote a portion of your manuscript, developed bioinformatic tools and pipelines, or implemented novel lab work, please include our contributing scientists as co-authors on publications, posters, reports, and presentations. The ORC should also be recognized in the Acknowledgments section. The final decision on co-authorship is determined by the PI on the publication. For more information, please see the [Authorship Guidelines](#) established by the Association of Biomolecular Resource Facilities (ABRF).

TERMINATION

The Services may be terminated by the Customer at any time upon ORC’s receipt of written notification from the Customer. However, the Customer remains responsible for any costs incurred by ORC in connection with the Services including any Services ORC has in process under the Quote at the time of notification of termination as well as any consumable that was specially ordered for the Services.

The Services may be terminated by ORC (a) upon thirty (30) days prior written notice to the Customer if the Customer fails to pay amounts due to ORC or (b) immediately if the Customer breaches any of the TERMS & CONDITIONS or other Customer obligations outlined in the Quote. Termination shall become effective at the end of the thirty (30) day period in (a) above unless the Customer has cured any such breach or default prior to the expiration of such thirty (30) day period.

In the event of any termination or expiration of this Agreement, the parties acknowledge that all rights, obligations, or liability that by their nature or express duration extends beyond termination will survive termination.

MISCELLANEOUS

This Agreement, and any disputes arising therefrom or related thereto, shall be governed by the laws of the Province of Saskatchewan, without regard to its principles of conflict of law. The parties agree that the sole and exclusive jurisdiction and venue for any action or proceeding arising out of or relating to this Agreement, including for breach hereof, shall be in any court situated in Saskatoon, Saskatchewan, and the parties irrevocably consent to such exclusive jurisdiction in such courts and to the proper venue therein.

Neither this Agreement, nor the rights or obligations hereunder, shall be assignable, transferable (including by way of sale, lease, license, assignment, merger, reorganization, reverse merger, conversion, division, domestication, operation of law or otherwise), sublicensable, or delegable by the Customer without ORC’s prior written consent, and any attempt or offer to do so without the prior written consent of ORC shall be considered a material breach of

this Agreement and considered void.

The parties agree that this Agreement is solely for the benefit of the parties and not for the benefit of any third party and that this Agreement is not intended to be enforced by any third party.

If any section, portion, provision, paragraph, clause, sentence, language, or word of this Agreement is determined to be illegal, invalid, voidable, or unenforceable for any reason whatsoever, the remainder of this Agreement shall continue in full force and effect as though such portion had not been contained herein.

No failure by a party to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver of such right, and no single or partial exercise of any right under this Agreement by a party shall preclude any other or future exercise of such right or any other right under this Agreement by that party.

ORC may subcontract part or all of the Services hereunder to one or more third parties provided that the ORC shall remain fully responsible for the performance of this Agreement in accordance with these TERMS & CONDITIONS.

In performance of all Services hereunder, the parties to this Agreement shall be deemed to be independent contractors, and neither party is a partner, employee, agent, or joint venture of or with the other. Neither the Customer nor the ORC will have the authority to enter into agreements of any kind on behalf of the other or otherwise bind or obligate the other in any manner to any third party, by virtue of the relationship contemplated herein.

Should the Customer wish to pursue a research collaboration with ORC using the Results, the Customer and ORC shall work together in good faith to negotiate and enter into new terms and conditions that shall govern such collaborative research.

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