

UNIVERSITY OF CAMBRIDGE (“University”)  
**Eastern Sequence and Informatics Hub**  
Department of Medical Genetics  
 (“EASIH”)

STANDARD TERMS FOR SEQUENCING SAMPLES (“Service”)

**Samples for sequencing are only accepted on the terms set out below. Each time you send samples for sequencing to the EASIH you indicate your agreement to a contract on these terms. If you do not wish to abide by these terms, do not send samples for sequencing.**

1. The contract between you and the University comprises your Sample Booking Form and Quotation and these terms and conditions. It will come into effect when an EASIH project number is assigned. The University will use reasonable care and skill and will provide the Service in accordance with the Quotation and the Sequencing Services Information Sheet (“Procedures”) on the EASIH web site.
2. Samples shall comply with the requirements set out in the Quotation and the Procedures. You shall advise EASIH of any health and safety hazards and any special handling or storage requirements. It is a condition of the contract that you have obtained all necessary consents and ethical approvals necessary for the processing of the samples and that the information you supply on your Sample Booking Form is true, accurate and complete.
3. Time shall not be of the essence of this Agreement. The University is not liable for any non-performance due to circumstances beyond its reasonable control, including without limitation equipment failure, software bugs or failure of power or consumable supplies. You acknowledge that laboratory testing on DNA is affected by the quality of the samples and other external variable factors and that there is a risk that the Service may not deliver the end result that you are seeking. The University shall not be responsible for any hacking into results files held electronically by EASIH or interception of or interference with any electronic data access or transfer.
4. The applicable fee for the Service is that stated in the Quotation. Interest on any money due is payable from the due date until payment at the higher of 4% per annum above Barclays Bank plc base rate for the time being and the rate applying under the Late Payment of Commercial Debts (Interest) Act 1998.
5. The University will not disclose the samples, any accompanying written information marked confidential or results of the samples analysis to any person other than its employees who need to deal with them in order to provide the Service. They will be made aware of the need to keep them confidential. Confidentiality obligations do not apply to samples or information which are in or become part of the public domain in a lawful manner or which must be disclosed by law. Note also paragraph 12.
6. Except as set out in paragraph 1 no representation or warranty, express or implied, statutory or otherwise, regarding the Service is given and all such representations and warranties are excluded to the maximum extent permitted by law.
7. Nothing in this contract excludes or restricts liability for any fraudulent misrepresentation or death or personal injury caused by negligence.
8. Subject to paragraph 7 and 9, any liability of the University or its employees for direct loss in contract, tort or otherwise arising out of in connection with this contract is limited for one incident or a series of incidents to the total amount of the fee actually received by the University from you for the Service provided under this contract.
9. Subject to paragraph 7, in no circumstances will the University or its employees be

liable for any loss of profits, revenue, goodwill, business opportunity or any indirect, consequential, financial or economic loss or damage, costs or expenses whether in contract, tort, negligence, breach of statutory duty or otherwise whatsoever or howsoever arising out of or in connection with this contract.

10. You shall indemnify the University and its employees in full against all direct, indirect, incidental, consequential or special liability, loss, damages, costs or expenses, which are awarded or incurred by them as a result of any claim or threatened claim by any third party arising out of or in connection with your use of the results provided through the Service.
11. This contract shall be governed by the laws of England and Wales and the parties hereby irrevocably submit to the exclusive jurisdiction of the English Courts.
12. All samples and Service analysis results, including all intellectual property rights in them, shall remain your property subject to a free, non-exclusive, non sub-licensable licence to the University to use the samples and results for the sole purpose of providing the Service to you. The University retains all intellectual property in any generic knowledge, bioinformatics, skills expertise, programming tools, problem solving methodologies and associated checklists, templates or forms developed in performance of the Service which may have general application for other clients or research.