

UBC Imaging Labs

External Client Agreement

UBC Imaging Labs is a joint initiative of the Centre for High-Throughput Phenogenomics, the Bio-Imaging Facility and the Materials Engineering Electron Microscopy Laboratory (the “**UBC Imaging Labs**”) at The University of British Columbia (“**UBC**”). **UBC Imaging Labs** provides academic and external users access to leading-edge microscopy facilities and the research expertise of highly trained staff.

The services available at **UBC Imaging Labs** (“**Services**”) is listed on the **UBC Imaging Labs**’ website and the websites of the individual labs:

- i. the Centre for High-Throughput Phenogenomics;
- ii. the Bio-Imaging Facility; and,
- iii. the Materials Engineering Electron Microscopy Laboratory.
- iv. the Electron Microbeam & X-Ray Diffraction Facility
- v. High Resolution Macromolecular Cryo-Electron Microscopy

UBC is prepared to provide the **Services** to external users (“**Clients**”) on a fee-for-service basis subject to:

- i. the excess capacity of **UBC Imaging Labs** beyond providing **Services** to academic users;
- ii. the unavailability of similar **Services** from B.C. commercial providers; and,
- iii. the Client’s compliance with the posted policies of **UBC Imaging Labs** and the terms and conditions of this agreement.

1. CLIENT INFORMATION

Client Name:	
Client Company:	
Address:	
Phone:	
Email:	

2. FINANCIAL TERMS

2.1 The rates for **Services** are as posted on the **UBC Imaging Labs** website as updated from time-to-time.

2.2 **UBC Imaging Labs** will invoice **Clients** for **Services** rendered on a monthly basis and after at the completion, or early termination, of the **Services**. Payment is due upon receipt of invoice. Payments may be made by cheque payable to The University of British Columbia and delivered to the lab manager or by electronic transfer (details on website).

2.3 **Clients** with accounts in arrears for more than 60 days will be limited from further booking until outstanding balances are cleared.

3. UBC IMAGING LAB POLICIES

3.1. The Client acknowledges and agrees to be bound to the **UBC Imaging Lab** policies and the policies of the related UBC facilities as posted on their respective websites. In particular, the Client acknowledges the policies related to access to facilities, safety, and the compliance with animal care, human ethics, chemical safety and biosafety protocols where applicable.

4. OWNERSHIP OF SAMPLES, DATA and INTELLECTUAL PROPERTY

4.1. UBC acknowledges and agrees that the Client owns all right, title and interest to samples, all data, results, and intellectual property made in the provision of **Services**.

5. CONFIDENTIAL INFORMATION

5.1. “**Confidential Information**” shall mean any information provided by the Client to UBC relating to the **Services**, whether written or otherwise. In order to constitute “**Confidential Information**” for the purposes of this Agreement, the Client must

clearly identify such information in writing as being confidential, or if the disclosure takes place orally or in some other non-tangible form, the Client must summarize it in writing and identify it as being confidential within 30 days of the disclosure. Furthermore, such information shall not be considered "Confidential Information" for the purposes of this Agreement if and when it:

- (a) is published or becomes available to the general public other than through a breach of this Agreement;
- (b) is obtained by UBC from a third party with a valid right to disclose it, provided that said third party is not under a confidentiality obligation to the Client;
- (c) is independently developed by employees, agents or consultants of UBC who had no knowledge of or access to such information;
- (d) was possessed by UBC on a non-confidential basis prior to its receipt from the Client; or
- (e) is made subject to an order by judicial or administrative process requiring it to be disclosed.

5.2. UBC will keep all Confidential Information in confidence and use the Confidential Information solely for the purpose set forth in this Agreement, and shall use reasonable efforts to protect the Confidential Information from disclosure to third parties.

5.3. The obligations of confidentiality set forth in this Agreement shall survive and continue to be binding upon UBC, its successors and assigns for 5 years after such termination or expiration.

6. DISCLAIMER OF WARRANTY

6.1. UBC makes no representations or warranties, either express or implied, regarding deliverables, data or other results arising from the Services. UBC specifically disclaims any implied warranty of non-infringement or merchantability or fitness for a particular purpose and UBC will in no event be liable for any loss, whether direct, consequential, incidental, or special or other similar damages arising from any defect, error or failure to perform, even if UBC has been advised of the possibility of such damages. The Client acknowledges that the Services is of an experimental and exploratory nature, that no particular results can be guaranteed, and that the Client has been advised by UBC to undertake its own due diligence with respect to all matters arising from this Agreement. This section survives termination of this Agreement.

7. INDEMNITY

7.1. The Client indemnifies, holds harmless and defends UBC, its Board of Governors, directors, officers, employees, faculty, students, invitees and agents against any and all claims (including all reasonable legal fees and disbursements) arising out of: (i) the receipt or use by the Client of any data or other results arising from the Services, and (ii) the Client's use of or presence in the **UBC Imaging Labs**; including, without limitation, loss or damage to the property upon which the **UBC Imaging Labs** is situated, as well as any injury to Client personnel.

8. INSURANCE

8.1. UBC has liability insurance applicable to its directors, officers, employees, faculty, students and agents while acting within the scope of their employment by UBC. UBC has no liability insurance policy that can extend protection to any other person. Therefore, subject to Section 7 (Indemnity), each Party hereby assumes any risks of personal injury and property damage attributable to the negligent acts or omissions of that Party and its directors, officers, employees and agents, and where applicable faculty and students.

8.2. The Client represents and warrants that it will maintain adequate liability insurance and Workers' Compensation coverage for Client personnel.

8.3. The Client assumes the entire risk of any loss or damage to the **UBC Imaging Labs** arising out of an act or omission of Client Personnel.

9. TERM and TERMINATION

9.1. This Agreement will be effective from the date of execution until the end of that calendar year unless sooner terminated in accordance with the provisions of this Section 9.

9.2. Either party may terminate this Agreement upon 30 days' prior written notice to the other party.

10. PUBLIC Disclosure

10.1. Either Party may disclose the identity of the other Party, the Agreement term and amount, and that the Services are provided under the direction of the **UBC Imaging lab** director.

10.2. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada in force therein without regard to its conflict of law rules.

10.3 Except as provided by in section 10.1, neither Party may use the name of the other or of any member of the other's staff, in any publicity, advertising, or news release without the prior written consent of the other Party.

11. GENERAL

11.1. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada in force therein without regard to its conflict of law rules.

The Client hereby acknowledges and agrees to be bound by the terms of the Agreement.

Signed for and on behalf of

by its duly authorized officer:

Signature: _____

Name: _____

Title: _____

Date: _____

SAMPLE