

# UNSW RNA Institute - Standard Service Terms

The UNSW RNA Institute (RNAI) is a centre of the University of New South Wales (ABN 57 195 873 179). Use of the RNAI services and consumables are governed by the following conditions:

## 1. DEFINITIONS & INTERPRETATIONS

**"RNAI"** means the RNA Institute of UNSW, Faculty of Science, University of New South Wales.

**"Client"** means the individual/party identified as the client on the Invoice, Quotation, or Proposal.

**"Confidential Information"** means information concerning UNSW, the consultant, the client, the services any product the subject of services,

**"Fee"** means the cost to be paid by the Client to the RNAI for the Services as identified in the Quote.

**"GST"** means goods and services tax, value added to tax and any similar tax whenever introduced and whether payable at the election of any person.

**"Intellectual Property"** means copyright, patents, know-how, trademarks, designs, inventions, plant varieties and all rights and applications to register them and all confidential information and other intellectual property.

**"Proposal"** means the package of documents the RNAI provided to the Client, setting out the details of the Services which may include Quotation, Fees, Study Plan, and Service Terms involved.

**"Quotation"** or **"Quote"** means the document RNAI provided to the Client setting out the details of the estimated costs of services including Fees and GST.

**"Report"** means any report, document or correspondence issued by the RNAI to the Client during or on the completion of the Services.

**"Samples"** means the samples provided by the Client to the RNAI to be analysed as part of the Services.

**"Services"** means production, development, analysis, and related services to be provided by the RNAI, further described in the Proposal.

## 2. FORMATION & TERMS OF CONTRACT

When the Client accepts the Proposal, a binding contract will be formed for the supply of the Services specified in the Proposal, consisting of in order of precedence if there is any inconsistency:

- i. these RNAI Standard Service Terms, and
- ii. the terms of the Study Plan, if issued.

The contract is the entire agreement between the Client and RNAI and supersedes any terms or conditions appearing on any purchase order or other documentation provided by the Client.

## 3. FEES & GST

The Fee named in the Quote is an estimate based on the project requirements as described by the Client. The actual cost may change after all of the project elements have been negotiated and finalised. The Client will be informed of any changes in Fees in advance.

When a GST is introduced, the RNAI may vary any quoted Fee so that the RNAI recovers all GST to which it is liable to pay.

The Client will pay the Fee as set out in the Quote. If the Quote does not so specify, the Client will pay the invoices within 30 days of their issue dates unless stated otherwise. Any additional work not covered in the Proposal will incur additional charges.

## 4. SAMPLES, PROTOCOLS & CONSUMABLES

- a. The Client acknowledges and agrees that Samples may be consumed, damaged, or destroyed during the Service period and that some Samples cannot be preserved or stored. The RNAI will retain Samples for a period of 6 months unless further storage is required by a specific written request of the Client. All costs of storage, preservation, transportation, and disposal of Samples, where relevant, will be charged to the Client.
- b. If Samples do not comply with RNAI Sample submission guidelines. The Client will either:
  - i. submit replacement Samples.
  - ii. arrange for Samples to be returned. The Client will arrange courier collection and liaise with the RNAI on the scheduling of this collection. The RNAI is not responsible for any courier fees incurred for sample return.
  - iii. withdraw their submission. The Client must pay RNAI the costs of any consumables or other materials that have been ordered by RNAI on their behalf to perform the Services outlined in the Proposal.

- iv. can instruct the RNAI to proceed with the Sample at their own risk by a written request. The RNAI does not guarantee the performance of Samples that do not pass RNAI quality/quantity specifications.
- v. If the Client is unable to provide the quantity and/or quality of Samples required for the Services within a 60-day period, the RNAI reserves the right to invoice for any consumables or other materials that have been ordered by RNAI on their behalf to perform the Services outlined in the Proposal.
- vi. RNAI reserves the right to delay milestones and deliverables where delays result from external factors such as Client sample non-compliance and sample submission delays.

## 5. PUBLICATION

The Report shall not be reproduced, except in full, without written approval of the RNAI. If the Client generates publications using materials or data created within or by the RNAI, the RNAI requests appropriate acknowledgement in this publication, subject to approval by the RNAI. For example, "Materials XXX were provided by the UNSW RNA Institute (UNSW Sydney, Australia)."

## 6. INSURANCE

The RNAI, as part of University of New South Wales maintains public liability and professional indemnity insurance.

## 7. INTELLECTUAL PROPERTY

Background Intellectual Property (IP) brought by the client remains with the client. If there is new Intellectual Property created by the RNAI, this will remain the property of the UNSW and the Client will have the first right of refusal to licence the Intellectual Property on terms acceptable to UNSW in its absolute discretion by prior written agreement.

## 8. CONFIDENTIALITY

Each party shall keep Confidential Information classified and not disclose it to any third party without the other party's consent. Subject to the Client's written approval, the RNAI may request to publish papers on any aspect of the project except that it shall not in any circumstances publish confidential information.

## 9. LEGAL WORK

The Client acknowledges and agrees that the research development, testing, and results cannot be used as evidence in court, unless otherwise agreed to in writing.

## 10. CLIENT PUBLICITY

Unless agreed by the RNAI in writing, the Client will not, in any promotional material, use the names "RNAI", "UNSW RNA Institute", "UNSW", "University of New South Wales" or the name of any department, unit or contractor of them.

## 11. LIABILITY & INDEMNITY

If the RNAI is in breach of this agreement, to the full extent permitted by law, the liability is limited to resupplying the Services or refunding the Fee. The RNAI will not be liable for loss of profit, consequential or economic loss. The Client acknowledges and agrees that where the Services involve research, development, and testing, may therefore produce no results, unpredictable results or results which do not favour the Client. The RNAI makes no promise, prediction or warranty concerning the results. The RNAI will not be liable for any loss, injury or damage sustained by the Client from the sale or use of any product, goods, or services. The Client will indemnify the RNAI and keep the RNAI indemnified against any claim, demand or proceedings made or brought arising from such loss, injury, or damage except where the RNAI has been negligent.

**Important notice:** Nothing in this agreement purports to modify or exclude any liability, which may not be excluded or modified under the Competition & Consumer Act 2010 (Cth).

## 12. TERMINATION

If the Client does not pay the Fees or otherwise breaches this Agreement, the RNAI will terminate this agreement, retain any Report, Sample, or other Intellectual Property.

## 13. PROPER LAW

This agreement is governed by the laws of New South Wales.