ICBR GENERAL TERMS AND CONDITIONS

1. Sample Acceptance
   a. Sample Submission – A myICBR submission ID or Sharepoint Calendar Reservation is required prior to submission of any samples to the ICBR.
   b. Sample Labeling, De-identification and Documentation – To avoid unnecessary delays it is imperative that all submitted samples be properly labeled and accurately documented on the appropriate Submission Forms for each ICBR Core at the time of submission. When applicable human samples submitted to the ICBR must be from IRB approved protocols and appropriately de-identified.
   c. Sample Quality – It is the responsibility of ICBR customers to submit samples that meet quality control requirements for the type of services requested. Before submission, please contact the appropriate core laboratory for specific sample requirements.
   d. Declaration of High Value Samples - Customers should notify the ICBR core in writing at the time of submission regarding rare or nonreplicable samples. ICBR reserves the right to reject samples posing an unacceptably high risk of failure unless the customer agrees in writing NOT to hold ICBR liable if the final result is not as expected.
   e. Export Control Policy – If the samples are subject to export controls, ICBR core staff must be notified by the customer upon submission. The process and costs to ensure compliance are the responsibility of the customer.
   f. Hazardous Materials – In cases where samples represent hazardous materials customers must provide the ICBR written notification of potential hazards involved, any special handling requirements, and relevant documentation (e.g., permits, data sheets and manifest, etc.). Upon review the ICBR will notify the customer in writing indicating consent for receiving these materials. NO HAZARDOUS MATERIALS SHOULD BE SHIPPED WITHOUT PRIOR CONSENT. THE ICBR WILL NOT ACCEPT SHIPMENT OF RADIOACTIVE SAMPLES.
   g. Sample Shipping – Samples should be packaged per appropriate ICBR Core guidelines (generally in wet ice or dry-ice) and shipped at the beginning of the week to reduce the possibility of delayed receipt. Samples are not accepted at the ICBR on weekends.
h. **Sample Retention** – Samples received by the ICBR are not stored after the conclusion of services. Upon specific request at the time of submission, unused sample materials that remain after processing may be made available for customer retrieval at the customer’s expense.

i. **Perishable Samples** – For samples requiring immediate processing submitters should contact the specific core to prearrange shipping and handling.

2. **Deliverables**
   a. **Data Delivery Fairness** – All data files are delivered to customers via an encrypted hard drive (mail or pick up) or a secure server. Customers assume full responsibility for prompt data retrieval following notification of data delivery.
   b. **Data Protection** – ICBR is responsible for protecting and managing customer data while it physically resides on ICBR managed computing resources. This responsibility does not extend to customers who self-manage services hosted on ICBR computing resources. ICBR is not liable for any misuse of data once it leaves ICBR’s computing environment.
   c. **Third-Party Data** – ICBR works with selected third parties to arrange for data delivery and analysis services on our customer’s behalf. Customers must explicitly authorize all such arrangements. It is the customer’s responsibility to ensure that all downstream service providers adequately protect their data.
   d. **Time of Delivery** – ICBR will deliver the data once the project or agreed milestone is completed. Anticipated delays in sample processing will be communicated to the customer as soon as they arise.
   e. **Ownership** – ICBR performs work in accordance with the University of Florida policies as it pertains to any sample derivatives, information, data and results derived or created during work performed by the ICBR, including any intellectual property rights.
   a. **Sample Derivatives** – All sample derivatives produced by the ICBR cores are provided to customers or stored “as is,” without warranty of any kind. Materials produced by ICBR are not certified to be free of contamination or pathogens.
   f. **Data Retention** – ICBR does not maintain storage of customer data longer than six months. ICBR presents to the customer all data produced from a service – from raw data files to any analyses that are part of the service agreement – in a form that enables the customer to store, retrieve and reanalyze their projects or to re-engage ICBR in reanalysis.
   g. **Cryostorage** – Frozen stocks of cell lines developed at ICBR or deposited at ICBR will be stored in liquid nitrogen for six months after project completion upon which customers can choose to discard cells, request transfer, or agree to incur an extended storage fee. Cells may be discarded if no response is received from the customer.
3. Projects

a. **Standard of Performance** – ICBR performs its duties in good faith and represents its expertise to perform the services described, with care and without danger to employees, agents or the public. In cases where a failure to meet customer expectations is due to internal ICBR factors, the service will be repeated without added cost to the customer. If failure is related to factors beyond our control, customers are responsible for service fees encumbered.

b. **Quotes** – All ICBR quotes are valid for 30 days from the date of issuance, unless otherwise stated.

c. **Work Agreement** – ICBR may terminate any service agreement if ICBR has not received samples or the information necessary to begin work from the customer within 30 days from the time of request.

d. **Cancelled Project** – In the event that remaining work related to a project is cancelled by ICBR or the customer, any amounts unpaid for previous, current, or non-cancelled services shall immediately become due and payable.

e. **Cost Principles** – The customer acknowledges that the ICBR follows all federal regulations as described in *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

f. **Billing** – Invoices are generated in weekly cycles and customers will be billed in stages for large projects. Payment to ICBR is due within 30 days of invoice posting. Chartfield payment will be collected 7 days after invoice creation, unless an invoice dispute has been filed.

g. **Invoice Dispute** – All invoice disputes must be filed within 7 days for chartfield payments or prior to payment collection for all other payment methods. Disputes must be created and tracked through the dispute feature in myICBR.

h. **Payment Responsibility** – The customer is responsible for payment of services even if results are not as expected or desired, when our QC data is within technical/instrumental specifications.

i. **Expiring Funds** – Samples submitted less than 90 days before expiration of the funding source (the project grant or contract end date) must be declared at the time of sample submission.

4. ICBR Self-service Instruments

a. **Instrument Use** – All self-service users are required to be trained on instruments by ICBR staff prior to first use. Generally, ICBR will not supply consumables or provide laboratory space for experiments associated with self-service instruments. Self-service users agree to abide by additional specific use policies of the individual core instruments. After their experiments, self-service users are expected to clean up any space they use, properly handle trashes produced, and make instruments ready for next user. Users frequently leaving instruments in untidy or unusable conditions may be denied access to the use of ICBR instruments.

b. **Instrument Reservation** – All self-service users must create an instrument reservation on the appropriate SharePoint calendar prior to arrival. Self-service users who do not arrive for their reservation or who
exceed their reservation time may be billed for the maximum combined time. Frequent non-arrivals may result in revoked instrument access.

c. **Clothing and Footwear** – Full coverage shoes constructed of sturdy material shall be worn in the core laboratories at all times. Open toed shoes or sandals are not allowed in any ICBR laboratory. Overly loose or tightly-fitting clothing should not be worn in the core laboratory space.

d. **Cross Contamination Prevention** – When transferring specimens or chemicals from one laboratory room to another, please use one gloved hand to handle the cart or container. The ungloved hand can be used to open doors, push elevator buttons, etc.

5. **ICBR Events**

a. **Food** – Food or beverages served within ICBR are not intended for use by persons employed by any UF departments that prohibit employees from receiving vendor provided refreshments. ICBR will not accept responsibility or liability to check individuals for compliance. No food or drink is permitted to be stored or consumed in core laboratories.

b. **Room Usage** – All ICBR room use is subject to availability, and reservations must be made at least one week in advance. An attendee list must be provided no later than two business days prior to the reservation.

6. **Acceptance of terms and conditions.**

By signing and dating the sample submission form, the users accept the terms and conditions specified above.