

## TERMS & CONDITIONS FOR DUKE-NUS METABOLOMICS FACILITY SERVICES

### A. ACCEPTANCE OF SERVICE ORDER AND TERMS & CONDITIONS

The terms and conditions set out herein (the “**Conditions**”) govern the services and deliverables to be provided by the Metabolomics Facility of Duke-NUS Medical School, National University of Singapore (“**Metabolomics @Duke-NUS**”).

Please read these Conditions carefully before ordering any services from Metabolomics @Duke-NUS via the Quotation & Confirmation form as set out in Annex A hereto (the “**Service Order**”). By submitting the Service Order, the requestor as named in Service Order (the “**Customer**”) is deemed to have agreed to be bound by these Conditions.

Upon the acceptance of the Service Order by Metabolomics @Duke-NUS, these Conditions, together with the Service Order duly signed by Metabolomics @Duke-NUS and the Customer, shall create a binding contract between Metabolomics @Duke-NUS and the Customer for the provision of services and deliverables by Metabolomics @Duke-NUS (the “**Contract**”).

### B. TERMS AND CONDITIONS

#### Section I – Services; Responsibilities of the Parties

#### 1. Study Design

1.1 The Customer shall contact Ching Jianhong from Metabolomics @Duke-NUS at [jianhong.ching@duke-nus.edu.sg](mailto:jianhong.ching@duke-nus.edu.sg) to discuss requirements before designing their experiment.

#### 2. Handling of Sample

2.1 After discussion with the personnel in Metabolomics @Duke-NUS, experimental protocols for the appropriate panels to be tested will be sent to the customer via email by Metabolomics @Duke-NUS.

##### Submission

2.2 The Customer is responsible for aliquoting of samples for the required assays and also processing the data required for normalization purposes (eg wet weight of tissue, protein/DNA concentration) according to protocols sent by Metabolomics @Duke-NUS.

2.3 Samples should be of appropriate type for the services rendered by Metabolomics @Duke-NUS and should be submitted in the manner as recommended by Metabolomics @Duke-NUS, including those set forth in Clauses 2.4 and 2.5, unless otherwise agreed by Metabolomics @Duke-NUS.

2.4 The Customer shall submit the samples to Metabolomics @Duke-NUS for use in the performance of the services as described in the Service Order by delivering to National Heart Centre Singapore, 5 Hospital Drive, #09-RDU-33, Singapore 169609, and attention to Ching Jianhong. The Customer is solely responsible for the costs of shipping or transporting such samples to Metabolomics @Duke-NUS.

- 2.5 Samples to be sent to Metabolomics @Duke-NUS must be clearly labelled and placed in microcentrifuge tubes secured by parafilm. These tubes must be placed in capped 50 mL falcon tubes before sending to Metabolomics @Duke-NUS.
- 2.6 Metabolomics @Duke-NUS reserves the rights to refuse acceptance or processing of any sample (i) not securely packed in the way provided in Clauses 2.2 to 2.5 above; (ii) which, in the opinion of Metabolomics @Duke-NUS, is likely to pose any risk in handling and/or analysis; or (iii) is not suitable for the services for which it was provided.

#### Return and Disposal

- 2.7 The Customer shall, within one (1) month of service completion, collect the leftover or unused samples from Metabolomics @Duke-NUS. If such collection is not made within the stipulated one (1) month, Metabolomics @Duke-NUS shall dispose or destroy such samples at its discretion.

#### Hazardous Samples

- 2.8 All biohazardous samples will have to be pre-approved by the PI in-charge of Metabolomics @Duke-NUS.
- 2.9 The Customer must declare in the Service Order if the samples contain any biological hazards or other hazards.

Samples containing the following are not allowed:

- a. Agents listed in Ministry of Health (MOH) Biological Agents and Toxins Act (BATA) Schedules 1, 2 and 5. The list of agents in these schedules is available at [https://www.moh.gov.sg/content/dam/moh\\_web/BioSafety/docs/List\\_of\\_Biological\\_Agents\\_and\\_Toxins.pdf](https://www.moh.gov.sg/content/dam/moh_web/BioSafety/docs/List_of_Biological_Agents_and_Toxins.pdf)
- b. Radioactive samples
- 2.10 The Customer must ensure that cells transduced with viral vectors have been washed thoroughly with appropriate buffers before sorting to eliminate remaining viral particles. The Customer must promptly provide details of the elimination protocol used to the operator in Metabolomics @Duke-NUS when requested.

### **3. Delivery and Performance**

- 3.1 Analysis of samples will only be done on Mondays to Thursdays; Fridays are designated for equipment maintenance.
- 3.2 Sample runs shall be scheduled on such dates/times based on the workload of Metabolomics @Duke-NUS.
- 3.3 Where multiple samples are received at the same time from the Customer, Metabolomics @Duke-NUS is under no obligation to complete the services for all the samples at the same time.

### **4. Property and Ownership**

- 4.1 All samples furnished by the Customer shall remain the property of the Customer, and shall only be used by Metabolomics @Duke-NUS solely to perform the services.
- 4.2 All deliverables to be provided by Metabolomics @Duke-NUS to the Customer as part of the services, which include results and data generated in Metabolomics @Duke-NUS' performance of the service (the "**Deliverables**"), shall be owned by the Customer. For avoidance of doubt, Metabolomics @Duke-NUS shall own all intellectual property rights in any and all analysis

methods, techniques, processes, tools, experimental design or protocol and technology, which are conceived or reduced to practice or otherwise developed by Metabolomics @Duke-NUS for or in the course of performing the service.

## Section II – Pricing, Payment Terms and Cancellation

### 5. Fees

- 5.1 Prices for the services shall be in Singapore Dollars and charged by Metabolomics @Duke-NUS in accordance with the rates provided in the price list as set out in the Service Order (the “**Price List**”).
- 5.2 In consideration of the services provided by Metabolomics @Duke-NUS, the Customer shall pay Metabolomics @Duke-NUS an amount computed at the rates set forth in the Price List based on the actual services performed (the “**Fees**”).
- 5.3 The Customer shall pay Metabolomics @Duke-NUS, in addition to the Fees, a sum equal to the goods and services tax chargeable under the Goods and Services Tax Act (Cap. 117A) (the “**GST**”).

### 6. Invoicing

- 6.1 Metabolomics @Duke-NUS shall invoice the Customer progressively based on the number of samples processed and Deliverables delivered.
- 6.2 As and when the services or any part thereof are completed, Metabolomics @Duke-NUS and the Customer shall acknowledge the number of samples processed and the Fees payable in respect of the services performed by signing the Acknowledgement of Completion of Services as set out in Annex B hereto.
- 6.3 Upon signing of the Acknowledgement of Completion of Services, Metabolomics @Duke-NUS shall issue its invoice for such amount of Fees as stipulated in the Acknowledgement of Completion of Services.
- 6.4 The Customer shall make payment within thirty (30) days from the date of the invoice duly issued by Metabolomics @Duke-NUS. Payment shall be made to the bank account designed by Metabolomics @Duke-NUS.

### 7. Cancellation

- 7.1 No cancellation shall be allowed after the acceptance of the Service Order by Metabolomics @Duke-NUS.

## Section III – Confidentiality and Publicity

### 8. Confidentiality

- 8.1 Any confidential information furnished in connection with the Services by the Customer to Metabolomics @Duke-NUS shall (i) if in tangible form, be clearly marked as proprietary or confidential or words of similar import at the time of disclosure or (ii) if disclosed orally or visually, be identified as confidential concurrent with the oral or visual disclosure and such disclosure has been confirmed and designated in writing as confidential within fourteen (14) days after its disclosure.
- 8.2 Metabolomics @Duke-NUS shall use such confidential information of the Customer solely for the purpose of performing the Services.

### 9. Publication and Publicity

- 9.1 The Customer has the right to publish the Deliverables received from Metabolomics @Duke-NUS or any part thereof, and the Customer agrees to acknowledge the support rendered by Metabolomics @Duke-NUS and where appropriate, the scientific and other contributions of Metabolomics @Duke-NUS in accordance with established norms.
- 9.2 Notwithstanding the foregoing, if the proposed publication or presentation makes any reference to the services provided by Metabolomics @Duke-NUS, the Customer shall provide a copy of the proposed publication or presentation to Metabolomics @Duke-NUS for review to check that the information is correct with regard to the services performed.
- 9.3 Neither party shall use the name or logo of the other party for any purpose, whether in relation to any advertisement or other form of publicity, without obtaining the prior written consent of the other party.

#### **Section IV – Warranties and Limitation of Liability**

10. The Customer agrees that while its representatives are on Metabolomics @Duke-NUS' premises, its representatives shall adhere, at all times, to all applicable rules, regulations, policies and procedures of Metabolomics @Duke-NUS.
11. The Customer warrants that:
  - a) it has obtained all necessary rights, relevant consents or permissions required to provide the data, information and samples for the purposes of the services, have the services carried out and receive the Deliverables;
  - b) it is duly authorised to permit Metabolomics @Duke-NUS to use such data, information and samples for the purpose of providing the services;
  - c) all necessary consents required for the performance of the services, licences and approvals (including, where applicable, the relevant Institutional Animal Care and Use Committee (IACUC), Institutional Review Board (IRB) or ethical approvals), have been or will be obtained prior to the commencement of the services; and that such consents, licences and approvals are valid throughout the performance of the services; and
  - d) the details for the species included in the Service Order are accurate and complete and that the samples furnished have been obtained from the same species.
12. The Customer hereby agrees to indemnify and hold harmless Metabolomics @Duke-NUS from and against all claims (including any claim by any third party), liabilities, damages and costs (including legal costs on a full indemnity basis) arising from or related to any breach by the Customer of any of the provisions in Clause 11.
13. The services and Deliverables are provided on an "AS IS" and "AS AVAILABLE" basis. Metabolomics @Duke-NUS makes no representation or warranty, either express or implied, including, but not limited to, any implied warranty of merchantability or satisfactory quality, or fitness for a particular purpose, or compliance with any description, or any implied warranty arising from course of performance, course of dealing, usage of trade or otherwise, with respect to the services or Deliverables provided by Metabolomics @Duke-NUS, or any warranty that any use thereof will not infringe any patent or proprietary rights of any other person, and all such representations and warranties are hereby excluded to the fullest extent permitted by law.
14. Neither party shall be liable to the other party for any indirect or consequential loss or damage (including loss of profit), regardless of the form of action.

15. Metabolomics @Duke-NUS' total and cumulative liability to the Customer for all damages or losses for any cause shall be limited to the total amount paid by the Customer to Metabolomics @Duke-NUS in respect of the relevant services performed.

## **Section V – GENERAL PROVISIONS**

### **16. Force Majeure**

- 16.1 Neither Party shall be liable for any failure to perform or delay in performance of its obligations hereunder caused by an act of God, an outbreak of hostilities, riot, civil disturbance, act of terrorism, act of any government or authority, fire, explosion, flood, outbreak of an infectious disease or bad weather, strike, power failure, lock out or industrial action of any kind or any other cause or circumstances beyond its reasonable control and the time for performance shall be extended by a period equivalent to that during which performance is so prevented provided that if such delay or failure persists for more than three (3) months, either Party may terminate this Contract by serving not less than four (4) weeks' notice in writing.

### **17. Entire Agreement**

- 17.1 This Contract embodies all the terms and conditions agreed upon between the parties as to the subject matter of this Contract and supersedes and cancels in all respects all previous agreements and undertakings, between the parties hereto with respect to the subject matter hereof whether such be written or oral.

### **18. Governing Law**

- 18.1 The Contract shall be governed by and construed in accordance with the laws of the Republic of Singapore for every purpose. The parties submit to the non-exclusive jurisdiction of the Singapore courts to adjudicate any dispute arising out of this Contract.

### **19. Third Party Rights**

- 19.1 A person or entity who is not a party to this Contract shall not have any right under the Contracts (Rights of Third Parties) Act (Cap 53B) to enforce any term of this Contract.