

## SAMPLE ACCEPTANCE

1. **Sample Submission** – A CrossLab account and appropriate Core reservation or submission form is required prior to submission of any samples to the ICBR.
2. **Sample Labeling, De-identification and Documentation** – All submitted samples must be properly labeled and accurately documented on the appropriate Submission Forms for each ICBR Core at the time of submission. The Customer agrees that all human samples submitted to the ICBR conform with IRB approved protocols and are appropriately de-identified in accordance with HIPPA regulations.
3. **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.
4. **Declaration of High Value Samples** – Customer 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.
5. **Hazardous Materials** – THE ICBR DOES NOT ACCEPT SHIPMENT OR RECEIPT OF ANY RADIOACTIVE SAMPLES OR BIOHAZARDOUS MATERIALS EXCEEDING BSL-2 CRITERIA.
6. **Sample Shipping** – Samples should be packaged per appropriate ICBR Core sample submission instructions (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.
7. **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.
8. **Perishable Samples** – For samples requiring immediate processing Customer should contact the specific core to prearrange shipping and handling.

## DELIVERABLES

1. **Data Delivery** – All data files are delivered to Customers via electronic means, through online servers or, if necessary, an encrypted hard drive – by mail or pick up. (Note hard drive delivery incurs additional charges.) Customers assume full responsibility for prompt data retrieval following notification of data delivery.
2. **Data Use and Retention** – ICBR maintains storage of Customer data for 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. ICBR data storage is on a best effort basis. ICBR does not back up data off-site. This data storage responsibility does not extend to Customers who self-manage services hosted on ICBR computing resources nor to Customer data on self-use instruments. ICBR is not liable for any misuse of data once it leaves ICBR’s computing environment.
3. **Third-Party Data** – ICBR can work with selected third parties to arrange for data delivery and analysis services on your 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.
4. **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.
5. **Sample Derivatives** – All sample derivatives including but not limited to hybridoma cell lines, monoclonal antibodies, FACS sorted cells, processed cells/tissue samples, purified nucleic acids and proteins, produced by the ICBR cores are provided to Customers “as is,” without warranty of any kind. Materials produced by ICBR are not certified to be free of contamination or pathogens.
6. **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. The ICBR reserves the right to discard unwanted cells if no response is received from the Customer. ICBR is not responsible for loss of cell viability during cryopreservation or for loss of cell line viability during unexpected freezer malfunction and/or power loss.

## PROJECTS

1. **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.
2. **Quotes** – All ICBR quotes are valid for 30 days from the date of issuance, unless otherwise stated.
3. **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.
4. **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.
5. **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](#).
6. **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. Any Customer with invoices outstanding more than 60 days will be locked out of ICBR services until the past due invoices are cleared. Chart field payment will be collected 7 days after invoice creation, unless an invoice dispute has been filed.
7. **Invoice Dispute** – All invoice disputes must be filed within 7 days for chart field payments or prior to payment collection for all other payment methods. Disputes must be created and tracked through the dispute feature in CrossLabs. Disputes filed up to 30 days after billing date will be processed, but only a credit can be issued. No disputes will be processed after 30 days. Payment is expected to be received by ICBR within 30 days of this invoice. If your invoice is not paid, your account may be put on hold and you may not be able to submit samples or receive services from ICBR.
8. **Payment Responsibility** – The Customer is responsible for payment of services even if results are not as expected or desired when ICBR QC data is within technical/instrumental specifications.
9. **Expiring Funds** – Samples submitted less than 90 days before expiration of the funding source (the project grant or contract end date) must be declared on the submission form at the time of sample submission.

## SELF-SERVICE INSTRUMENTS

- 1. 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. Self-service users are expected to follow established protocols for instrument use, including start up and shutdown procedures. Users leaving instruments in untidy or unusable conditions may be denied further access. Customers may not allow untrained users access to any ICBR instruments. Violation of this policy may result in suspension of customer access to all ICBR instruments.
- 2. Instrument Reservation** – All self-service users must create an instrument reservation in CrossLabs prior to arrival. Self-service users who do not arrive for their reservation within allowed start time or who exceed their reservation time may be billed for the maximum combined time. Frequent non-arrivals may result in revoked instrument access.
- 3. Safety in ICBR laboratories** – Customers are responsible for the safe transfer and handling of biological specimens, reagents or chemicals to and from the ICBR. Analysis of samples on ICBR instruments is limited to all biological samples that meet BSL-2 level or below. Customers are responsible for supplying and wearing required personal protection equipment including gloves and lab coats and for proper disposal of biohazardous waste and work space decontamination. Eating, drinking, smoking, handling contact lenses, applying cosmetics and storing food for human consumption is not permitted in any ICBR laboratory space. When working in any ICBR laboratory, full-coverage shoes constructed of sturdy material shall must be worn 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.
- 4. Insurance** – Non-UF Customers will procure and maintain, at Customer's cost and expense, commercial general liability insurance insuring against bodily injury and property damage liability, including liability arising out of Customer's presence or activities at, and use of, the ICBR, with a combined single limit of not less than \$1,000,000.00 per injury or occurrence with respect to any insured liability. UF shall be named as an additional insured on Customer's general liability insurance. Customer's insurance shall provide that such policy or policies may not be cancelled or modified, except upon not less than thirty (30) days' prior written notice to UF. All policies procured by Customer shall be on standard policy forms issued by insurers qualified to do business in Florida. A certificate evidencing the foregoing insurance coverage shall be provided to UF.
- 5. Self-service Timer** – All users must use the self-service time.

## EVENTS

1. **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.
2. **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.
3. **[Sponsor an Event](#)**

## MISCELLANEOUS

1. **Compliance with Laws** – Customer shall comply with all applicable laws, rules and regulations in connection with this Agreement.
2. **Export Controls**
  - a. Each party acknowledges that it is subject to, and agrees to abide by, the U.S. laws, regulations, and sanctions controlling the export, release, or transfer of defense articles, defense services, commodity, technology, software, and other items, (hereinafter “export controlled items and information”) including, but not limited to, the Arms Export Control Act (“AECA”), as amended, and enumerated in the International Traffic in Arms Regulations (“ITAR”) (Title 22, CFR Parts 120-130); the Export Administration Act (“EAA”) of 1979, as amended, and enumerated in the Export Administration Regulations (“EAR”) 15 CFR Parts 730-774; and U.S. economic sanctions programs.
  - b. Customers are responsible for ensuring all necessary and required conditions regarding export-controlled items and information are fully met prior to submitting samples to the ICBR. Customer shall inform the ICBR if it intends to transmit export-controlled items and information to the ICBR and receive written consent from the ICBR prior to such transmittal. Once the ICBR has provided written consent, Customer is responsible for maintaining the security of such export-controlled items and information. The process and costs to ensure compliance are the responsibility of the customer. Customer acknowledges that the ICBR may have employees who are foreign persons, and that it shall not be responsible for any transfer of export-controlled items and information to such foreign persons.
3. **Limitation of Liability** – In no event shall UF be liable to Customer or to any third part for any loss of use, revenue or profit or loss of data or diminution in value, or for any consequential, incidental, indirect, exemplary, special or punitive damages whether arising out of breach of contract, tort, or otherwise, regardless of whether such damages were foreseeable and whether or not UF has been advised of the possibility of such damages, and notwithstanding the failure of any agreed or other remedy of its essential purpose.
4. **Indemnification** – Customer agrees to indemnify, defend, and hold UF, its officers, directors, trustees, employees, and agents harmless from and against any and all liabilities arising in connection with this Agreement.

5. **Sovereign Immunity** – Licensee acknowledges and agrees that nothing contained in this Agreement shall be construed or interpreted as (i) denying to Licensor any remedy or defense available to Licensor under the laws of the State of Florida; (ii) the consent of the Licensor or the State of Florida, or their agents and agencies, to be sued; or (iii) a waiver of sovereign immunity of the Licensor or of the State of Florida beyond the limited waiver provided in section 768.28, Florida Statutes (2013).
6. **Intellectual Property and Ownership** – ICBR performs work in accordance with [UF policies](#) as they pertain to any sample derivatives, information, data and results derived or created during work performed by the ICBR, [including any intellectual property rights, as set forth in the UF IP Policy](#).
7. **Governing Law and Venue** – This Agreement constitutes a contract under the laws of the State of Florida, and shall be construed according to the laws thereof. In the event of any legal or equitable action arising under this Agreement, the parties agree that the jurisdiction and venue of such action shall lie exclusively within the courts of record of the State of Florida located in Alachua County, Florida, and the parties specifically waive any other jurisdiction and venue.

## CTAC POLICIES

1. At CTAC @ ICBR, our mission is to provide a hazard-free, efficient workspace for our clientele. As a result, we have developed a number of policies in order to protect you, our equipment and the wider facility at large.
2. All users accept to be bound by CTAC policies in their account setup agreement. If you have a CTAC account, you HAVE agreed to abide by the policies herein.
3. [CTAC Hazardous/Biohazardous Waste Policy](#), effective October 1st, 2017
4. This policy covers the use and disposal of all items presenting a hazardous or biohazardous waste threat. This covers the use and disposal of sharps, isoflurane waste, biohazards and chemical hazards. This policy has been developed in conjunction with [Environmental Health & Safety](#) (EHS).
5. [CTAC Policy on Sanitization](#), effective January 5th, 2011
6. This policy covers the steps required to maintain a clean workspace and instrumentation for all users.
7. Additionally, we have adopted all the standard policies for use of our instruments and facilities from ICBR. These additional policies can be found described on this page above.