

**TERMS & CONDITIONS FOR
VIRAL RESEARCH AND EXPERIMENTAL MEDICINE CENTRE @
SINGHEALTH DUKE-NUS 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 Viral Research and Experimental Medicine Centre @ SingHealth Duke-NUS Facility of Duke-NUS Medical School, National University of Singapore (“**ViREMiCS**”).

Please read these Conditions carefully before ordering any services from ViREMiCS 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 ViREMiCS, these Conditions, together with the Service Order duly signed by ViREMiCS and the Customer, shall create a binding contract between ViREMiCS and the Customer for the provision of services and deliverables by ViREMiCS (the “**Contract**”).

B. TERMS AND CONDITIONS

Section I – Services; Responsibilities of the Parties

1. Services by ViREMiCS

1.1 The services provided by ViREMiCS are as follows:

- i. RNA extraction from serum
- ii. Qualitative detection of dengue virus, Zika virus and yellow fever 17D virus RNA from serum
- iii. NanoString profiling of RNA extracted from whole blood
- iv. NanoString Sprint – instrument use only

The services above includes RNA extraction from serum, and qualitative detection of dengue virus (DENV), Zika virus (ZIKV) or yellow fever 17D virus (YFV), as well as RNA extraction from whole blood collected from Tempus tubes and NanoString profiling of RNA (hereinafter referred to as “the Services”). The Services shall at all times be rendered according to ISO 15189-compliant SOPs.

2. Submission of Samples by Customer

2.1 The Customer is responsible for aliquoting of samples for the required assays according to sample requirements in Table 1 of Annex A. and shall have to declare if the samples contain biological or other hazards.

2.2 Samples provided by Customer should be of appropriate type for the services rendered by ViREMiCS and should be submitted in the manner as recommended by ViREMiCS, including those set forth in Clause 1.1, unless otherwise agreed by ViREMiCS.

2.3 The Customer shall submit the samples to ViREMiCS for use in the performance of the Services as described in the Service Order by delivering to Academia, 20 College Road, Discovery Tower, Level 13, Bench 7A, Singapore 169856. The Customer is solely responsible for the costs of shipping or transporting such samples to ViREMiCS.

2.4 Samples to be sent to ViREMiCS must be clearly labelled and placed in microcentrifuge tubes sealed with parafilm or Tempus blood RNA tubes. These tubes must be placed in sealed secondary container followed by outer packaging before sending to ViREMiCS. Frozen samples should be transported on dry ice, with dry ice added between secondary container and outer packaging.

2.5 ViREMiCS reserves the rights to refuse acceptance or processing of any sample (i) not securely packed in the way provided in Clauses 2.1 to 2.4 above; (ii) which, in the opinion of ViREMiCS, is likely to pose any risk in handling and/or analysis; or (iii) is not suitable for the services for which it was provided.

3. Return and Disposal

The Customer shall, within one (1) month of delivery of the Report, collect the leftover or unused samples from ViREMiCS. If such collection is not made within the stipulated one (1) month, ViREMiCS shall dispose or destroy such samples at its discretion.

4. Hazardous Samples

4.1 All biohazardous samples will have to be pre-approved by the PI in-charge of ViREMiCS.

4.2 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/docs/librariesprovider7/news-updates-documents/list-of-biological-agents-and-toxins.pdf>
- b. Radioactive samples

5. Delivery of Final Report By ViREMiCS

5.1 Results shall be delivered by ViREMiCS in the form of a report {"the Report"} on such dates/times as specified at Annex A (Quotation and Confirmation Form).

5.2 For the avoidance of doubt, where multiple samples are received at the same time from the Customer, ViREMiCS is under no obligation to complete the services for all the samples at the same time.

5.3 For NanoString profiling (full service), the standard final output files for RNA quantification are in Microsoft Excel format. Raw data files (.RCC file) from NanoString profiling will also be sent to users in a zipped folder (.ZIP folder) via nBox.

5.4 All raw and final output files will be deleted permanently by ViREMiCS after 1 year from delivery of the Report.

5.5 Reports for ISO-accredited tests will be endorsed with the Singapore Accreditation Council (SAC) accreditation mark.

6 Property and Ownership

All samples furnished by the Customer shall remain the property of the Customer, and shall only be used by ViREMiCS solely to perform the services. All deliverables to be provided by ViREMiCS to the Customer as part of the services, which include results and data generated in ViREMiCS' performance of the service (the "Deliverables"), shall be owned by the Customer. For avoidance of doubt, ViREMiCS 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 ViREMiCS for or in the course of performing the service(s).

Section II – Pricing, Payment Terms and Cancellation

7 Fees

7.1 Prices for the services shall be in Singapore Dollars and charged by ViREMiCS in accordance with the rates provided in the price list as set out in *Annex C* hereto and as updated from time to time at the ViREMiCS facility website at <https://www.duke-nus.edu.sg/research/research-facilities/viremics> (the “**Price List**”).

7.2 In consideration of the services provided by ViREMiCS, the Customer shall pay ViREMiCS an amount computed at the rates set forth in the Price List based on the actual services performed (the “**Fees**”).

7.3 The Customer shall pay ViREMiCS, 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**”).

8 Invoicing and payment of Fees

8.1 ViREMiCS shall invoice the Customer based on the terms set forth in the Service Order.

8.2 As and when the services or any part thereof are completed, ViREMiCS and the Customer shall acknowledge the Fees payable in respect of the services performed by signing the Acknowledgement of Completion of Services as set out in *Annex B* hereto.

8.3 Upon signing of the Acknowledgement of Completion of Services, ViREMiCS shall issue its invoice for such amount of Fees as stipulated in the Acknowledgement of Completion of Services.

8.4 The Customer shall make payment within thirty (30) days from the date of the invoice duly issued by ViREMiCS. Payment shall be made to the bank account designated by ViREMiCS.

9 Cancellation

No cancellation shall be allowed after the acceptance of the Service Order by ViREMiCS.

Section III – Confidentiality and Publicity

10 Confidentiality

10.1 Any confidential information furnished in connection with the Services by the Customer to ViREMiCS 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.

10.2 ViREMiCS shall use such confidential information of the Customer solely for the purpose of performing the Services.

11 Publication and Publicity

11.1 The Customer has the right to publish the Deliverables received from ViREMiCS or any part thereof, and the Customer agrees to acknowledge the support rendered by ViREMiCS and where appropriate, the scientific and other contributions of ViREMiCS in accordance with established norms.

11.2 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

12 The Customer agrees that while its representatives are on ViREMiCS' premises, its representatives shall adhere, at all times, to all applicable rules, regulations, policies and procedures of ViREMiCS.

13. 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 ViREMiCS 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.

14. The Customer hereby agrees to indemnify and hold harmless ViREMiCS 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 10.

15. The services and Deliverables are provided on an "AS IS" and "AS AVAILABLE" basis. ViREMiCS 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 ViREMiCS, 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.

16. 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.

17. ViREMICS' 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 ViREMICS in respect of the relevant services performed.

Section V – GENERAL PROVISIONS

18. Force Majeure

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.

19. Entire Agreement

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.

20. Governing Law

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.

21. Third Party Rights

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.