



# Australian National University Biomolecular Resource Facility

## Oxford Nanopore Sequencing Service

### Terms & Conditions

#### General

1. The BRF is an NCRIS Bioplatforms Australia (BPA) genomics node, supported by BPA, ANU and JCSMR. The BRF is a core facility housed within JCSMR and does not endorse any samples that it processes. The Clients for which the BRF performs services are not permitted to use the name or logo of the ANU or BRF facility in any marketing, advertising or promotional material.
2. The BRF defines a 'sample' as nucleic acids (or material containing nucleic acids) that have not been prepared for sequencing. Once a sample is prepared for sequencing, it is referred to as a 'library'.
3. No samples or orders will be processed without a sample submission and valid charge code or billing address, authorised by the signature of the PI/Lab Head, or by granting of electronic access to BRF ordering systems with the authority of the PI/Lab Head.
4. All work performed in the BRF, whether full service or not, and the use of any BRF resources should be acknowledged in all publications arising from that work. This should be in the "Material and Methods" section of the paper. Any further individual acknowledgements are solely at the Client's discretion.
5. A reference to the publication should be sent to the Manager of the BRF once the paper is published (includes theses).
6. BRF collaborations and co-authorship: although the BRF is primarily a service unit, there are instances where BRF staff make significant contributions to either the technical or intellectual input of the project. This should be discussed with the staff member concerned prior to the commencement of the collaboration.
7. The BRF retains intellectual property rights generated in the processing of samples.
8. The Client is responsible for ensuring they have secured the necessary ethics approvals prior to requesting services from the BRF.
9. Libraries and other materials generated by the BRF are the property of the BRF and can only be manipulated or sequenced on instrumentation owned by the BRF. The BRF reserves the right to refuse handover of BRF-owned samples and material for the purpose of manipulation or sequencing on third party instrumentation.
10. The BRF may require the Client to provide personal identification information for the purpose of contacting the Client. This information includes, but is not limited to, email address, workplace phone number, institution address, laboratory group leader(s) and their contact information etc.

#### Services & Payment

1. Unless indicated, amounts indicated in quotations and correspondence are exclusive of GST.
2. The BRF is not responsible for importation fees and customs clearance fees for samples/libraries being submitted by the Client to the BRF.
3. ANU Clients must supply a valid ANU charge code or alternative billing information in submission documents and digital orders for the BRF to proceed with services. The BRF reserves the right to delay services and NGS data handover until valid billing information is supplied.
4. For Clients external to the ANU, services provided by the BRF that amount to less than the credit card limit within the Clients' institutional guidelines can be paid for by a credit card. The Client agrees to provide the BRF with a submission document containing their contact information for the issuing of an invoice.

5. Client contact information will be used solely for communication with the BRF regarding services and projects and will not be distributed to third parties.
6. For Clients external to the ANU requesting services that amount to more than the credit card limit of the Clients' institutional guidelines, the BRF will issue a quote to the Client for the agreed services.
7. If a Client external to the ANU indicates the use of an external payment portal that charges the ANU a percentage of the invoice amount, this additional amount will be included as a surcharge on the invoice issued to the Client.
8. The Client must use this quote to raise a purchase order with the finance department of their institution/organisation, and to provide the BRF with a digital copy of the purchase order.
9. The BRF reserves the right to delay commencement of services or handover of NGS data until a purchase order has been submitted.
10. The Client agrees to paying for all library preparations regardless of their outcome.
11. The BRF agrees to perform the services for the Client with due care and skill, and to include all applicable quality control checks throughout sample processing. The Client agrees that the BRF is not responsible for suboptimal data output/quality and cannot guarantee optimal data from:
  - a. samples that do not meet BRF quality control checks.
  - b. libraries prepared by the Client that do not reflect BRF quality controls or that do not reflect the recommendations of Oxford Nanopore Technologies.
  - c. libraries derived from assays that deviate significantly from recommended manufacturer's protocols, such that the BRF suspects the sequencing performance will be impacted as a result of these deviations.
  - d. samples/libraries that have been improperly handled or stored.
12. Turnaround times indicated verbally or in writing by BRF staff are on a 'reasonable endeavours' basis and not a binding commitment.
13. The BRF reserves the right to refuse any requests for Service at our discretion. In the event that the BRF is unable to or rejects providing a service, the BRF will notify the Client promptly.
14. The Client acknowledges that Oxford Nanopore NGS data generated by the BRF is for research use only and will not be used as part of any clinical, diagnostic or therapeutic procedures, unless performed under the guidelines of a workflow established by an accredited entity that permits the BRF to perform such services.
15. Oxford Nanopore NGS data generated by the BRF can only be used for the Clients' research project and cannot be sold or distributed to third parties, unless prior written consent from the BRF is obtained. Oxford Nanopore NGS data may not be used for the development of products or services that compete with, benchmark or monitor Oxford Nanopore products and services.
16. The BRF reserves the right to review service costs if the number of samples submitted changes, or if the samples are provided in smaller batches than specified in the quotation.

## Samples

1. The Client will submit only de-identified, highly purified nucleic acids that are non-hazardous and non-infectious. The Client must supply safety data sheets (SDS) for hazardous samples, reagents and materials upon submission to the BRF.
2. The Client agrees that upon submission of samples, the BRF is afforded a non-transferable license to use these samples to fulfil the agreed services, and owns all intermediate and resulting products derived during the processing of samples including libraries and PCR-amplified nucleic acids.
3. The BRF will advise against preparation of samples that deviate too heavily from the manufacturer recommendations and will proceed only if the Client provides written permission for the BRF to perform the services.
4. The Client agrees to follow sample submission guidelines, including completing the BRF's electronic sample submission form and meeting sample acceptance criteria as per service guidelines. If the project does not comply with acceptance criteria, the Client must either:

- a. submit replacement samples or
  - b. withdraw the submission
  - c. pay the BRF for failed quality checks performed on the samples.
  - d. agree to cover the cost of any consumables ordered on their behalf if the supplied sample does not meet sample acceptance criteria.
5. The BRF reserves the right to dispose of remaining sample/library material (if any) 1 month after handover of NGS data. The Client may arrange for failed/left over samples to be returned, at the Client expense.
  6. The Client agrees to cover the cost of any consumables ordered on their behalf if the Client fails to supply the correct quantity and quality of the starting material required for processing.
  7. It is the responsibility of the Client to secure sufficient insurance for the transportation of samples/libraries to the BRF. The BRF assumes no responsibility for the loss of samples/libraries during transportation, and assumes no responsibility for mishandling or damage to samples/libraries prior to submission.
  8. The BRF assumes no responsibility for the misplacement, mishandling, damage or loss of samples that are left in an unattended location by the Client if delivering in-person. The Client agrees to handover samples/libraries directly to a BRF staff member during office hours or an agreed appointment time.

## Consumables & Flow Cells

1. Upon receipt of consumables, the Client accepts responsibility for the correct handling, use, storage and disposal of the consumables and flow cells.
2. The Client agrees to return any used flow cell purchased through the BRF.
3. The BRF extends no warranties of any kind with regards to consumables.
4. The Client accepts to use consumables and flow cells in accordance with the Oxford Nanopore Device Purchase Terms and Conditions (ONT Agreement). Oxford Nanopore specifically excludes the use of consumables and flow cells for the following purposes:
  - a. use of consumables and/or flow cells for clinical, diagnostic or therapeutic procedures where validation or registration with regulatory authorities is required.
  - b. use of the consumables and/or flow cells for commercial or other non-research purposes.
  - c. to generate ONT sequencing libraries in conjunction with reagents or consumables not sold or approved by ONT.
  - d. Use ONT consumables in conjunction with non-ONT hardware, flow cells or devices.
  - e. modify, copy or create any derivative works of the consumables (except to the extent applicable laws specifically prohibit such restriction).
  - f. reverse engineer, decompile, disassemble or otherwise attempt to derive the composition of the consumables and flow cells.
  - g. redistribute, encumber, sell, rent, lease, sublicense or otherwise transfer rights to the consumables and flow cells.
  - h. other exclusions as per ONT Agreement.
5. The BRF will not be liable to the Client for any loss, claim or demand made by the Client due to acceptance, handling, use, storage or disposal of consumables and/or flow cells by the Client, except to the extent permitted by law when it is the result of wilful misconduct on the part of the BRF or its employees.

## Indemnity

1. The BRF is indemnified for the Clients' loss, damage, claims or expenses incurred as a result of or in association with:
  - a. a breach of these terms and conditions by the Client.
  - b. a negligent or unlawful action by the Client.
  - c. loss of samples due to lack of insurance, improper shipping conditions, handling, customs delays, incorrect delivery address or delivery outside of working hours or appointment times.

## Data retention

1. Clients are responsible for archiving and safely storing NGS data generated by the BRF. Oxford Nanopore NGS data will, upon notification of transfer, immediately become the responsibility of the Client. The Client agrees to notify the BRF within one week if the NGS data has errors.
2. The BRF will retain Oxford Nanopore NGS data for 3 weeks, after which the BRF will the NGS data for 6 months. The BRF reserves the right to refuse requests to retrieve and re-analyse NGS data, except under circumstances that will be assessed at the BRF's discretion.
3. The BRF reserves the right to permanently delete data 6 months after being archived if circumstances require.
4. The BRF will not be liable to the Client for any loss, claim or demand made by the Client due to improper handling, use, storage or deletion of data by the Client.

## Acknowledgement in publications

1. Although the BRF is primarily a service unit, there are instances where BRF staff make significant contributions to either the technical or intellectual input of the project. Acknowledgement of individual BRF staff as collaborators or co-authors are solely at the Client's discretion, but we encourage the client to discuss this with the BRF at the start of the project.
2. The client agrees to share a reference any publication, including theses, with the Manager of the BRF once the paper is published. Contact details can be found in the BRF's website.
3. All work performed in the BRF, as well as the use of any BRF resources must be acknowledged in all publications and presentations arising from that work, both in the Methods and in the Acknowledgement sections. Mentions and acknowledgments shall also state that NCRIS-enabled Bioplatforms Australia infrastructure were used for the work.

### Examples:

- a. "Mouse gDNA samples were submitted for Oxford Nanopore library preparation and sequencing on the Oxford Nanopore PromethION 24. This work was performed by the BRF – an NCRIS supported Bioplatforms Australia genomics node at The John Curtin School of Medical Research, ANU."
- b. "Human PBMC samples were submitted to the BRF - an NCRIS supported Bioplatforms Australia genomics node at The John Curtin School of Medical Research, ANU. The BRF generated 10x Genomics Chromium 3' Single Cell full-length cDNA, which was used as input for library preparation and sequencing on the Oxford Nanopore MinION."
- c. "Our project consisted of preparing purified full-length RNA transcripts and were submitted for direct RNA sequencing on the Oxford Nanopore PromethION at the BRF – an NCRIS supported Bioplatforms Australia genomics node at The John Curtin School of Medical Research, ANU."