

Terms and Conditions for Equipment Use and Access through Warwick Scientific Services

The University of Warwick ("Warwick", "we", "us" or "our" in these terms) is the supplier of the Measurement Services (as defined below). Our administrative offices are located at University House, Kirby Corner Road, Coventry CV4 8UW, England. The terms "you" and "your", when used in these Terms, refer to your organisation/ a company as the customer,(each a "party" and together the "parties")

1. Definitions and Interpretation

1.1 When the following words with capital letters are used in these terms, this is what they will mean:

"Equipment":	means the technique or equipment specified in the Online Booking Form belonging to Warwick;
"Premises":	means the location of the equipment or facility at Warwick;
"Fee"	means the applicable price at the time of placing your order which is dependent on the Services booked.
"Online Booking System"	means booking via our website: https://infinity.ideaelan.com/warwick
"Sample"	means a sample or samples to be provided by you for measurement and analysis, specified in the Online Booking Form.
"Work"	means the tasks or activities specified in the Online Booking Form, including the use of the Equipment for the analysis, measurement, or testing of Samples, as agreed between the parties.

1.1 This Agreement will commence on the date specified in the Online Booking Form and will continue until the specified end date in the Online Booking Form unless terminated earlier in accordance with provisions contained herein (the "Term").

2. Use of the Equipment and Access to Premises

2.1 Throughout the Term, you are entitled to use the Equipment within the Premises as specified by us and to undertake the Work as agreed between the parties, subject to clauses 5.2 and 6.2.

2.2 You shall access the Premises at the agreed times to use the Equipment solely for the purpose of carrying out the Work.

2.3.1 You shall ensure that your staff and agents comply with:

- a) All our rules, regulations, and procedures applicable to third parties on the Premises;
- b) All health and safety requirements outlined by us;

2.3.2 No access to the Premises will be granted to any staff or agents of yours until they have completed a full induction on the Equipment and use of the Premises and received confirmation of their eligibility to access.

2.4 You agree to:

- a) Use the Premises solely for the Work;
- b) Acknowledge that we retain control, possession, and management of the Equipment and the Premises and follow any reasonable directions given by us;
- c) Keep the Equipment and the Premises in a clean and tidy condition, and at the end of the Term, remove any of your property brought to the Premises;
- d) Not make any alterations or additions to the Equipment unless agreed otherwise;
- e) Not engage in or permit any illegal activities or cause any nuisance at the Premises or with the Equipment;
- f) Avoid causing any damage to the Premises or Equipment;

g) Promptly inform us of any issues or concerns that arise during the Term relating to the use of the Equipment and/or the Premises;

h) Obtain any necessary regulatory and ethical licenses, consents, and approvals for using the Equipment, if applicable.

2.5 The rights granted to you under this Agreement are personal and not assignable.

3. Payment Terms

3.1 We shall issue an invoice for the agreed Fee on completion of the Work and you agree to pay the invoice within 14 days of receipt of the invoice (the "Due Date").

3.2 All fees are exclusive of VAT.

3.3 If the Fee is not paid by the Due Date, we reserve the right to suspend access to the Premises or use of the Equipment until full payment of the Fee is received and/or charge interest at a rate of 4% above the base rate of Barclays Bank Plc from the Due Date until actual payment is made.

4. Confidentiality

4.1 The parties agree to treat any Confidential Information received from the other party or from a third party on behalf of the other party in confidence and to use it only for purposes of the Work. For avoidance of doubt, "Confidential Information" shall mean all information disclosed whether orally, in writing, or by any other means, including without limitation obtained as a result of any demonstration or being allowed access to any premises where the disclosing party may carry on business, which has value by virtue of not being publicly or generally known.

4.2 The above commitment of confidentiality shall not apply to any information which is already in or comes into the public domain otherwise than through the fault of the receiving party or has been independently developed by the receiving party.

4.3 If either party receives a request under the Freedom of Information Act 2000 to disclose any information that, under this Agreement, is the other's Confidential Information, it will notify the other party and will consult with the other party. A party so requested will respond to the other party within ten (10) days after receiving the other party's notice if that notice requests that party to provide information to assist the other party to determine whether or not an exemption to the Freedom of Information Act applies to the information requested under that Act.

5. Intellectual Property Rights

5.1 For the avoidance of doubt, all references to Intellectual Property Rights (IPR) in this agreement shall include, but are not limited to, patents, registered designs, trademarks, service marks (whether registered or unregistered), domain names, copyright, design rights, trade secrets, know-how, and all similar proprietary rights in inventions, computer programs, software, binary code, designs, and Confidential Information.

5.2 Title to all Intellectual Property Rights ("IPR") owned, created, or developed by a party prior to or outside the Term ("Background IP") shall remain with the originating party and be unchanged by the terms of this Agreement. Title to all IPR, including any measurements, results, or deliverables created or developed during the Term ("Foreground IP") arising from the Equipment's use, shall remain with or pass to you.

6. Risk Assessment

6.1 You will be solely responsible for handling and storing the Sample prior to commencing the Work. Unless a clear and explicit written warning to the contrary is provided, you warrant that the Sample is safe to handle under normal laboratory conditions.

6.2 For avoidance of doubt, a hazardous substance is defined as a substance that has the potential to cause harm to health. This includes substances with inherent hazardous properties like flammability, explosiveness, or toxicity, as well as those that can cause harm through contact or exposure, including chemicals, fumes, dusts, gases, mists, vapours, nanotechnology and biological agents.

The following substances will not be accepted as Samples under any circumstances, unless expressly agreed in writing :

- Category 1 Drugs Precursors and Schedule 1 Controlled Drugs.
- Class 1 explosives or desensitised explosives. Exemptions can be seen here.
- Ionising radiation source
- Biological agent
- Substances that are toxic to the respiratory system, including those which produce toxic fume, dust, gas, mist or vapour.

6.3 You are required to conduct and provide a written risk assessment for the Sample and advise us of any relevant health and safety implications prior to commencing the Work.

6.4 If, in our reasonable opinion, the Sample provided:

- (a) does not accord with the description given by you; or
- (b) is hazardous, but such hazard is not adequately identified in the risk assessment provided by you; or
- (c) is damaged or defective; or
- (d) is in the wrong form, concentration, or of the wrong dimensions to be compatible with the Equipment,

then we may refuse to let you continue with the Work. In such an event, we will refund any monies paid, less our reasonably and properly incurred costs in administrating the Investigation Booking Form, payment, and handling of the Sample.

7. Disclaimer of Fitness for Purpose

7.1 The University makes no warranty that the Equipment is fit for your intended purpose. You acknowledge that it is your responsibility to assess the suitability of the Equipment for your specific needs and to rely solely on your own judgment in determining its fitness for your intended use.

8. Insurance

8.1 You shall obtain and maintain comprehensive insurance coverage, including public liability insurance, for the Sample and all Work conducted during the Term, including your use of the Premises and Equipment, with a cover of at least £5,000,000 per event. Upon request, you shall provide us with a copy of the insurance certificate as proof of cover upon request. We reserve the right to decline any Work if you do not comply with this clause.

9. Indemnity

9.1 You shall indemnify and keep us indemnified from and against losses, claims, demands, actions, proceedings, damages, costs, expenses, or other liability in any way arising from your use of the Equipment and/or Premises including any damage to the University's property, including the Equipment, except for reasonable wear and tear.

10. Limitation of Liability

10.1 You shall indemnify and hold harmless us from and against all losses, claims, demands, actions, proceedings, damages, costs, expenses, or other liabilities arising from your delivery of the Sample to the Premises, as well as from your use of our equipment and/or Premises during the Work. This includes, but is not limited to, any damage to or loss of the Sample or any other property. You acknowledge that you are solely responsible for the handling, testing, and use of your Sample during the Work, and we shall not be liable for any accidents, damages, or losses incurred in connection with the Work.

10.2 We shall not be liable for any losses arising from the Work, Results, or other deliverables and/or your use thereof, and you agree not to pursue any claims against us in this regard.

10.3 Neither party shall be liable for any incidental or consequential damages arising from any breach of this Agreement during the Term, including loss of profits. Our maximum liability under this Agreement shall not exceed the Fees received under this Agreement.

10.4 Nothing in this Agreement is intended to restrict or exclude liability for death or personal injury resulting from a party's negligence or for fraudulent misrepresentation or any liability that cannot by law be limited or excluded.

11. Representations and Warranties

11.1 Subject to clause 2.4, we represent and warrant that we own all Equipment and grant all necessary rights to you to use the Equipment and access the Premises for the purposes of this Agreement.

11.2 We make no representations or warranties regarding the reliability of any results obtained through the use of the Equipment.

12. Force Majeure

12.1 Neither party shall be liable for any delay in performing its obligations under this Agreement if that delay is caused by circumstances beyond its reasonable control (including, without limitation, any act or omission of the other party), and the affected party shall be entitled to a reasonable extension of time to perform its obligations.

13. Dispute Resolution

13.1 Any dispute, difference, claim, or proceeding between the parties with respect to any matter arising out of or relating to this Agreement shall be resolved by negotiation by senior representatives of the parties who have the authority to settle the matter in good faith. If the matter is not resolved through such negotiation, the parties will attempt to settle it by mediation in accordance with the Centre for Dispute Resolution ("CEDR") Model Mediation Procedure as amended from time to time.

14. Termination

14.1 We reserve the right to terminate this Agreement early by providing written notice to you if you commit a material breach of any term of this Agreement and fail to remedy such breach within 30 days after receiving written notice from us specifying the breach.

14.2 Termination of this Agreement shall not affect any rights or obligations that have accrued prior to the date of termination.

15. Export Control

15.1 You and we agree to comply with all UK and foreign export laws and regulations. In addition, you agree that no proprietary information disclosed pursuant to this Agreement, or any revision thereof, shall be exported or otherwise used by you or your authorized transferees outside of your principal domiciliary country, other than in compliance with applicable UK and foreign export laws and regulations. For the avoidance of doubt, if you, as the recipient of any licensed products, technical data, know-how, or other information or assistance, share any of the foregoing with your affiliates or branches of your own organization across national borders, or use servers or storage facilities across national borders to receive or hold the same, you warrant to us, as the providing party, that this is done in compliance with applicable UK and foreign export laws and regulations. These obligations shall survive any satisfaction, expiration, termination, or discharge of this Agreement or any other obligations. For the avoidance of doubt, failure to comply with the terms of this provision shall constitute a material breach of this Agreement.

16. Data Protection

16.1 You and we agree to comply at all times with the Data Protection Act 2018, the Privacy and Electronic Communications (Amendment) Regulations, the General Data Protection Regulation (UK GDPR), and any relevant replacement or subsequent UK privacy legislation (collectively referred to as "Data Protection Legislation") for the purposes of performing our obligations and exercising our rights under this Agreement, and neither party shall perform its obligations under this Agreement in such a way as to cause the other party to breach any of its

obligations under the Data Protection Legislation. Any personal data we collect about you will be treated and used only in accordance with the applicable Privacy Policy available on www.ideaelan.com/privacy-policy.

17. Anti-Bribery

17.1 You and we agree to: (i) comply with all applicable anti-bribery and anti-corruption laws, statutes, regulations, and codes, including but not limited to the Bribery Act 2010; (ii) maintain anti-bribery and anti-corruption policies (which shall include Adequate Procedures as defined within the Bribery Act 2010) and ensure compliance therewith; (iii) not engage in any activity, practice, or conduct which would constitute an offense under sections 1, 2, or 6 of the Bribery Act 2010.

18. General

18.1 If any provision or part of this Agreement is held to be invalid, the rest of the Agreement will continue to be valid to the maximum extent permissible under law.

18.2 You and we agree not to assign any of its rights or obligations under this Agreement without the prior written consent of the other party.

18.3 Except as expressly set out in this Agreement, nothing in this Agreement shall confer on any third party any benefit or the right to enforce any provision of this Agreement.

18.4 Nothing in this Agreement is intended to create, imply, or evidence any partnership or joint venture between us and you, or to establish the relationship between us of principal and agent.

18.5 This Agreement shall be governed by English law, and You and we hereby submit to the exclusive jurisdiction of the English courts.