

LGTC Terms and Conditions

Valid from 2011/01/19

General

The Leiden Genome Technology Center LGTC is a core facility of the LUMC with has a fee-for-service based workflow for all technologies, machines, equipment, services and techniques available. After acceptance of a project the term will be determined in which the project can be finished. We will utilize reasonable efforts to perform the tests with maximum accuracy in the predicted term. This will be dependent on the availability of chemicals, reagents, kits, machines and personnel. If experiments or projects do not comply with the prediction, the LGTC cannot be accounted responsible for failures. Also we cannot give any guarantee that all chips, clones, arrays, PCR, assays, (next generation) sequences etc. will work and result in usable / expected data. You should precisely follow the protocols (kits, reagents and machine operation) given by suppliers or the LGTC staff at the time you perform your experiment. Failure to do so might jeopardize any claim related to technical problems. To use the general available LGTC equipment you have to be introduced / trained on the specific machine by the LGTC staff. It is possible that prices change during the execution of the project due to price changes from suppliers, money change rates etc... Projects will be executed after delivery of a signed quotation or an order report. You will also need to fill out a sample sheet or load your samples into a dedicated LGTC-LIMS. For some projects the final costs cannot be overseen in advance. Therefore a quote has to be made which should be signed for acceptance. Rest sums have to be paid at the end of the project after rest calculation. All LGTC offers or quotations are without obligation and are therefore not binding on the LGTC. Offers or quotations issued by the LGTC are valid for one month after the date of issue of the quotation, unless otherwise agreed and stated in the offer or quotation. Samples need to be delivered within three months after agreement of an offer or quotation. When samples are delivered after three months you will need to ask for a new quotation from the LGTC or at least prices have to be checked that this project still can be done for the offered price. Failure to do so will result in you agreeing per definition of the costs which are valid at the time of sample delivery. When you deliver or submit any type of samples at the LGTC without a (signed or agreed) quotation, you agree per definition with the costs for the project and that there is no time limit to completion of the experiments by the LGTC.

Specific instructions for the LGTC services are available on the LGTC website which should be followed precisely, unless you receive other instructions from LGTC-staff.

You are obliged to use the [LGTC order system](#) to place an order for equipment-use or other LGTC services for which you pay a fee (for standard sequencing, directly use the [LGTC LIMS](#) for sample submission according to the instructions on our website). You must bring a signed order report each time a service is required; we cannot accept order reports that cover services that are separated in time.

You agree to indemnify and hold harmless the LGTC and the Academisch Ziekenhuis Leiden/Leiden University Medical Center from any and all losses, costs, claims, damages, settlements or judgments, including, without limitation, any legal expenses or attorney's fees, arising out of any alleged, admitted or proven breach of any patent, copyright, trademark, trade secret, or other intellectual property or other right of any third party.

Illumina arrays

Once you have had the training by LGTC staff on how to use the Illumina array equipment you can do all experiments yourself in the LGTC labs. The whole experiment is your own responsibility and the LGTC cannot be held responsible for any failures, including hybridization failure due to instrument malfunctioning. Please note that other damages will not be refunded. You will have to discuss any failures yourself with a technical expert from Illumina who will decide if you are entitled to a replacement array. The LGTC will never replace any arrays. You will have to copy the data from the Illumina array equipment yourself. We will keep your data on our computer for three months, after which it will be deleted. It is your own responsibility to copy and to make back-ups of your data. For the use of Illumina and or Ambion products, the Illumina terms and conditions apply. In practice, this means that we cannot guarantee quoted prices, as prices are subject to change without notice due to Illumina or Ambion pricing policy. As user of Illumina products, you are solely responsible for determining whether or not your use of the products infringes or violates any patent, copyright, trademark, trade secret, or other intellectual property or other right of any third party and you agree to indemnify and hold harmless the LGTC and the Academisch Ziekenhuis Leiden/Leiden University Medical Center from any and all losses, costs, claims, damages, settlements or judgments, including, without limitation, any legal expenses or attorney's fees, arising out of any alleged, admitted or proven breach of any of the said third-party rights.

Next Generation Sequencing

The LGTC can only carry out Illumina or Helicos next generation sequencing within the scope of a scientific collaboration and for research purposes only. You agree to acknowledge the LGTC for performing the Illumina or Helicos next generation sequencing when data resulting from these sequences are reported or published. In addition, you agree to send the LGTC a copy of any manuscript before submission to allow the LGTC to check whether the description of the Illumina or Helicos sequencing and LGTC's contribution is appropriate.

For the use of Illumina or Helicos products, including the sample preparation, clustering and sequencing kits and protocols, the Illumina and Helicos terms and conditions apply. In practice, this means that we cannot guarantee quoted prices, as prices are subject to change without notice due to Illumina and Helicos pricing policy. In case a sample preparation or a sequence failed which cannot be explained by the LGTC we may discuss this with a technical expert from Illumina or Helicos who will decide if you are entitled to a replacement. In all other cases, including sample preparation or sequence failure due to instrument malfunctioning or provable errors made by the LGTC, we will not replace anything. Please note that other damages will not be refunded. You will receive all results on a link to a FTP server. The data will be available for download during three months, after which it will be deleted. You are responsible to make your own copies and back-ups of the data. When other (new) next generation sequencing machine are purchased by the LGTC in the near future these terms and conditions will immediately apply to that equipment and technology as well.

As user of Illumina and Helicos products, you are solely responsible for determining whether or not your use of the products infringes or violates any patent, copyright, trademark, trade secret, or other intellectual property or other right of any third party and you agree to indemnify and hold harmless the LGTC and the Academisch Ziekenhuis Leiden/Leiden University Medical Center from any and all losses, costs, claims, damages, settlements or judgments, including, without limitation, any legal expenses or attorney's fees, arising out of any alleged, admitted or proven breach of any of the said third-party rights.