

# LHD Research Services Terms and Conditions

## 1. Formation of Agreement

1.1. These terms and conditions apply to Quotes for research services provided by NSW Health Pathology (NSWHP) to the LHD.

1.2. The LHD is taken to accept the Quote upon signing and returning it to NSWHP. When this occurs, a binding agreement is formed between the LHD and NSWHP for the provision of the research services stated in the Quote (Services). The terms of that agreement (the Agreement) are made up of:

- a. these LHD Research Services Terms and Conditions;
- b. the Quote; and
- c. any documents incorporated by reference in the Quote.

1.3. In the event of any ambiguity or conflict between the documents specified in clause 1.2, the order of priority will be as above.

1.4. The Agreement supersedes all prior representations, agreements, statements and understandings between the LHD and NSWHP, whether oral or in writing relating to the subject matter of the Agreement.

## 2. Term

The Agreement commences on the date NSWHP receives the signed Quote and continues for the term specified in the Quote unless otherwise terminated in accordance with clause 11.

## 3. Services

NSWHP will perform the Services to professional standards and in accordance with all applicable laws (including without limitation those relating to privacy and work health and safety) and the standards and guidelines for pathology laboratories issued by the National Pathology Accreditation Advisory Council.

## 4. Deliverables

NSWHP will make reasonable efforts to deliver the test results and other deliverables specified in the Quote (if any) to the LHD in accordance with the applicable delivery dates. NSWHP will keep copies of the test results and may reproduce and use such results for its own training, quality assurance, audit and record keeping purposes (subject to complying with its confidentiality and privacy obligations specified below).

## 5. Collection of samples by LHD

Where the Quote specifies that the LHD is responsible for collecting samples for the purposes of the Services, the LHD must:

- a. ensure the samples are collected by suitably qualified and competent personnel using all due care and skill and are packaged, labelled and transported to NSWHP in accordance with the instructions specified in the Quote, all applicable laws, standards and guidelines and the Project protocol which has been approved by a HREC;
- b. provide NSWHP staff with instructions for the safe use, operating and handling of the samples where applicable.

## 6. Collection of samples by NSWHP

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Where the Quote specifies that NSWHP is responsible for collecting samples as part of the Services:

- a. the LHD must ensure that a Research Request Form is provided in respect of each participant (which form is signed by a requesting medical practitioner and contains sufficient information to enable NSWHP to clearly identify the participant including first name, surname, date of birth and sex);
- b. NSWHP will ensure that the samples are collected by suitably qualified and competent Personnel using all due care and skill and are packaged, labelled and transported to the LHD in accordance with the instructions specified in the Quote, all applicable laws, standards and guidelines and the Project protocol which has been provided to NSWHP by the LHD; and
- c. NSWHP personnel may terminate a collection at any time that a participant becomes aggressive or abusive.

### 7. Consents and approvals

Irrespective of whether samples are collected by the LHD or NSWHP for the purposes of the Services, the LHD will be solely responsible for ensuring that all necessary authorisations, consents and approvals (including without limitation informed participant consents and relevant ethics committee approvals) to the collection and use of those samples in accordance with the agreement have been obtained.

### 8. Fees

The LHD must pay NSWHP the Fees for Services in the time and manner specified in the Quote. If the LHD cancels the request for Services at any time, the Project Establishment Fees will still apply unless NSWHP agrees to waive the fee.

### 9. Confidentiality

Both parties must hold the confidential information of the other in strict confidence and not disclose it or permit it to be disclosed to any person other than those of its personnel who require the confidential information for the purposes of the Agreement. Notwithstanding this, either party may disclose the other's confidential information where required by law.

### 10. Privacy

Both parties must ensure that they comply with their obligations under the Privacy and Personal Information Protection Act 1998 (NSW), Health Records and Information Privacy Act 2002 (NSW) and NSW Health Privacy Manual for Health Information in connection with the Services.

### 11. Termination

This Agreement can be terminated by either party in writing at any time with cause (e.g. for material breach), or without cause by giving at least 14 days' written notice to the other.

### 12. Variation

This Agreement cannot be varied by either party without the written agreement of the other.

### 13. Return or disposal of samples

On expiration or termination of the Agreement, the samples will be returned or destroyed by NSWHP in accordance with the instructions specified in the Quote. If no such instructions are specified, NSWHP will dispose of the samples securely and confidentially in accordance with its usual procedures.