

SPECIMEN INFORMATION

Who is responsible for:

collection of specimens SA Pathology Other _____

supply of consumables SA Pathology Other _____

spinning and aliquotting of samples SA Pathology Other _____

transport of samples SA Pathology Other _____

Tests Requested <i>(or attach list)</i>	Estimated Total No.	OFFICE USE ONLY		
		Orderable Name	MBS Code	%MBS

REPORTING DETAILS *(person to receive copy of results)*

Name

Address

email

DATA EXTRACTS *(Applicable only to requests for consolidated reports)*

Ethics approval Yes No

Is the data related to information from which the identity of a natural person is not apparent or cannot be reasonable ascertained as per Sect 93 of the Health Care Act SA 2008 (Note that no data from which the identity of a natural person or related to the affairs of a natural person is apparent or can be reasonably ascertained in contravention of Sect 93 will be released) Yes No

Note: Data extracts – Complete Form 4599 and return to SA Pathology.

Pricing

Pricing arrangements are subject to review should testing exceed the quantity, time-frame or nature of the tests specified above. Any variation, including additional tests, duration or special handling may incur additional costs. Testing regimes lasting longer than one year will be subject to a price review at the end of each year of testing in accordance with changes in the CMBS schedule or SA Pathology price directives.

TERMS AND CONDITIONS

1. SERVICES

- 1.1. SA Pathology will carry out the Services and provide all Deliverables in accordance with the Service Details.
- 1.2. The Services will be provided by the Delivery Date and will be deemed completed on provision of the Deliverables to the client.
- 1.3. The Client agrees to make available to SA PATHOLOGY any information or materials necessary to carry out the Services.

2. INTELLECTUAL PROPERTY

- 2.1. Each Party retains all rights to existing Intellectual Property used in performance of the Services. Any copyright in the Deliverables passes to the Client under this Agreement upon payment of the Fee. The Client will respect the moral rights of the authors in the Deliverables.

3. CONFIDENTIALITY

- 3.1. Each Party will keep confidential and only use for the purposes of the Services the other party's confidential information unless written approval is obtained. Each Party may disclose such confidential information to its employees and agents as necessary for the performance of the Services.

4. PUBLICITY

- 4.1. Neither party shall use the name or logo of the other party as a consequence of or in connection with this Agreement without the prior written permission of the other party.

5. FEE AND PAYMENT

- 5.1. The Client agrees to pay SA Pathology the Fee and any incidental costs (including GST) in the time and manner set out in the acceptance of payment terms as per the quote or MBS based price.
- 5.2. Where the Fee is based on a MBS item, the Fee is subject to change when the Commonwealth Government's Medicare Benefits Schedule rates are adjusted.
- 5.3. SA Pathology review non MBS pricing annually and as such non MBS prices may change annually.

6. RISK MANAGEMENT

- 6.1. SA Pathology does not give any warranty nor accept any liability in relation to the Services or the Deliverables except to the extent, if any, required by law. To the full extent permitted by the law SA Pathology excludes all conditions and warranties relating to the Services and the Deliverables.
- 6.2. In so far as liability may not be excluded, SA Pathology's total liability is limited to re-performance of the Services or refund of the Fee.
- 6.3. The Client agrees that it will use the Deliverables at its own risk, that it assumes sole responsibility for interpreting and applying the Deliverables and any other results of the Services.

The Client:

- (i) releases and indemnifies SA Pathology against any damage, loss or expense SA Pathology suffers; and
- (ii) indemnifies SA Pathology against any claim, judgment or award in favour of a third party which SA Pathology as a result of the use or release of the outcomes of the Services or the Deliverables by the Client.

6.4. The requesting party will maintain appropriate and enforceable insurance policies to cover liability that arises out of, under or pursuant to this Agreement, whereas SA Pathology warrants that it is entitled to the benefits of the South Australian Government Insurance and Risk Management arrangements administered by the South Australian Government Captive Insurance Corporation

7. TERMINATION

- 7.1. If either party commits a breach of this Agreement, the other party may request in writing that the breach be remedied, and if this is not done within 30 days of the request then the other party may terminate this Agreement immediately.

8. UNAVOIDABLE DELAY

- 8.1. No party will be responsible for performing an obligation under this Agreement where performance is prevented due to any circumstances beyond the reasonable control of that party. If such circumstances continue beyond 14 days either party may terminate this Agreement. SA Pathology shall be entitled to pro rata payment for performance of Services undertaken up until the date of termination.

9. CONCILIATION

- 9.1. If there is a dispute between the parties concerning this Agreement the disputing party shall give written notice specifying details of the dispute to the other party.
- 9.2. If the dispute is not settled by agreement within 14 days of service of the notice the dispute will be referred to the Client's Chief Executive Officer and the Executive Director of SA Pathology, who will attempt to resolve the dispute by formal or informal mediation.

10. GENERAL

- 10.1. This Agreement constitutes the entire agreement between the parties, and may only be varied by written agreement signed by both parties.
- 10.2. Should any provision of this Agreement be held by a Court to be unlawful, invalid or unenforceable the validity and enforceability of the remaining provisions shall not be affected.
- 10.3. SA Pathology, nor any officers, employees or agents of SA Pathology, shall not by virtue of this Agreement be deemed to be employees of the Client.
- 10.4. The provisions of Clauses 3, 4, 5, 6, 7, 8, 10.4 and 11 shall survive and be of full effect after expiration or termination of this Agreement.

11. GOVERNING LAW

- 11.1. This Agreement will be governed by law of State of South Australia and the parties submit to the jurisdiction of the Courts of South Australia.