

Terms and Conditions

The CCOVI grapevine testing service (the “**Service**”) is provided by Brock University’s Cool Climate Oenology and Viticulture Institute (“**CCOVI**”).

By engaging CCOVI to provide the Service, you and (if applicable) your company (the “**Client**”) agree to the following terms and conditions:



Brock University

Submission of samples

1. Grapevine samples must be submitted according to the sample submission guidelines provided on the [CCOVI virus testing web-page](#).
2. Samples that are submitted will only be tested for the requested viruses as documented in the [sample submission form](#).
3. The Client is solely responsible for the sample collection, labelling of samples, and the condition and delivery of the sample to the CCOVI virus testing laboratory. Samples will not be returned to the Client.

Privacy and Confidentiality

4. CCOVI will take reasonable steps to keep Client information and samples confidential and secure.
5. CCOVI may share Client information with employees of Brock University as may be reasonably necessary or advisable for the provision of the Service. CCOVI will not share Client information, including results of the Service, with any third party, unless required to do so by applicable law.
6. The Client acknowledges that Brock University and CCOVI are subject to the *Freedom of Information and Protection of Privacy Act* (Ontario), and there may be circumstances in which Brock University is compelled by law to disclose Client information in CCOVI’s custody or control. Brock University will notify Client prior to any such disclosure if permitted to do so by law.

Warranties, Disclaimer, Limitation of Liability, and Indemnity

7. CCOVI makes no warranties or guarantees whatsoever, express or implied, as to the Service, including, without limitation, the accuracy or results of any testing, or the suitability of the Service or its results for any purpose.
8. The Client warrants that the samples provided by Client, and the testing of those samples, do not infringe any intellectual property rights or other legal rights of any person or organization. Client further warrants that it has all necessary legal authority to submit the sample to CCOVI for testing and to authorize CCOVI to use the sample for the provision of the Service.
9. Brock University and CCOVI shall not be liable in any circumstance for any lost profits, lost opportunities, or other indirect or consequential damages suffered by the Client hereto as a result of the conduct or provision of the Service.
10. **LIMITATION OF LIABILITY:** Brock University and CCOVI’s total aggregate liability to Client shall in no event exceed the total fees actually paid by Client to CCOVI for the Service.
11. The Client shall indemnify and save harmless Brock University and CCOVI from all claims, damages, costs, losses, and liabilities (including reasonable legal costs) that arise directly or

indirectly from the Client's use of the Service, or that allege the negligence or wilful misconduct of the Client.

Intellectual Property

12. Any intellectual property rights belonging to Client in any sample provided to CCOVI remain the property of the Client. By submitting a sample, the Client grants a non-exclusive licence to CCOVI (and to Brock University) to use the sample for the purpose of providing the Service.
13. Any techniques, know-how, inventions, creations, or discoveries that are developed or discovered by CCOVI (or by Brock University) in the course of the Service become the sole property of Brock University.
14. The Service and any intellectual property rights in the Service methods, techniques, and know-how, as well as all website(s), logo(s), marketing materials, and documents related to the Service, are the sole property of Brock University, and no licence thereto is granted to Client. Without limiting the generality of the foregoing, Client must not use the CCOVI or Brock University name, or any Brock University trademarks or official marks, without the further, express, written permission of Brock University.