



Australian BioResources Refund Policy

The ABR Refunds Policy provides a practical outline for clients of how requests for refunds on animals or services may be provided. This policy cannot cover all circumstances so ABR Management has the discretion to extend refunds under certain circumstances. The exercise of this discretion, and this Policy are subject to the ABR Services Agreement and do not exclude your rights under Australian Consumer Law.

The refund policy covers 3 broad categories or charges:

1. Refunds for mice shipped to clients from ABR.
2. Refunds for housing and husbandry costs of client strains held at ABR.
3. Refunds for ABR services.

ABR liability is limited under the ABR Services Agreement for Garvan and partner institutes, and the Terms and Conditions of sale for external clients.

In practical terms ABR will not refund:

- Health screening costs in the client facility (unless there is prior agreement with the ABR veterinarian);
- Research costs incurred in the client facility; or
- Holding or husbandry costs incurred in the client facility.

1. Refunds for mice shipped to clients from ABR

- (a) As long as ABR is notified of shipment errors within 1 working day of delivery, ABR will refund 100% of mice and shipping or provide replacement mice (at no extra cost for shipping) for the following:
 - (i) Mice shipped that are the wrong strain, wrong sex, wrong age, wrong number (compared to the details on the StuartWEB animal order)
 - (ii) Mice that show signs of ill-health or are found dead on arrival. Please provide evidence where possible eg. photo of mouse.
- (b) A full refund will be provided for non-pregnant, time-mated females if pregnancy has been confirmed by ultrasound at ABR prior to shipment. Notification of the pregnancy status must be made to ABR either:
 - (i) When the mouse is culled for embryo collection
 - (ii) When the mouse passes the expected date of parturition



1.1 All parties acknowledge that:

- (a) It is the client's responsibility to check the ABR health screens on the ABR website under Quality > Screening Results, to ensure that mice meet the client's facility entry criteria. It is also the client's responsibility to read email notifications regarding recent health status changes. The presence of pathogens in ABR Sale Colonies identified in routine health screening will be communicated to Clients via the ABR MailChimp email list. Clients are encouraged to subscribe at <http://eepurl.com/de9Wpr> to ensure that they receive updated information.
- (b) Refunds will not be provided for mice of an unacceptable health screening status if mice are issued more than 24 hours after an email notification of that health screening status change.
- (c) A full refund or replacement will only be made for the mouse/mice directly affected by any of the above (1.1(a) and 1.1(b)) not for the 'batch of mice' (see definition below).
- (d) A partial refund of 50% may apply for a 'batch of mice' if the client can provide evidence that all mice in the batch had to be culled as they could not be used in research.

Definition: A 'batch of mice' means a group of mice of the same strain, same sex and same age group delivered on the same day to the same researcher.

2. Refunds for housing and husbandry costs of client strains held at ABR

Refunds for housing and husbandry costs of client strains held at ABR will be provided when ABR staff make errors as detailed below. However, ABR will not accept full responsibility for costs when the client has not provided sufficient information about the strain being held or has not provided clear instructions to ABR staff. Where poor communication or instructions from the client have clearly contributed to the error a partial refund may be offered.

2.1 Client responsibilities

- (a) All relevant information about the line that may affect health, breeding, housing and maintenance must be provided to Australian BioResources (ABR) by the Client. This includes all phenotype and behavioral characteristics that the Owner/Client knows about the line. This information is provided in the Line Information when animals are imported to the facility and can be updated using the Lines section of StuartWeb.
- (b) The client must provide clear instructions regarding individual animals, breeding pairs or litters via Stuart communications.
- (c) If the client is responsible for genotyping samples sent from ABR, the client is solely responsible for genotype data entry and the validity of genotype results.



2.2 **ABR responsibilities under the AEC breeding protocol**

All mouse breeding and husbandry is detailed and approved under a Garvan Animal Ethics protocol. The protocol covers details such as methods of identification, tissue/blood collection, age of mating, retirement of breeding pairs, maximum age stock can be held at ABR and the end point criteria for culling of sick mice. ABR is obliged to care for mice according to the details of the approved AEC breeding protocol.

ABR staff will make decisions regarding the animal/s pain and distress. Action to reduce the pain and distress will be taken in consultation with the Client if animals are not at their End Point Criteria. Euthanising the animal without consultation will occur if End Point Criteria have been reached. The Client will be notified via the Communications platform in StuartWeb. Where this is phenotype related, strategies for management will be discussed and implemented.

2.3 **Refunds for ABR housing and husbandry costs will be made for errors including:**

- (a) Setting up incorrect breeding pairs when clear instructions were provided.
- (b) Culling the wrong mice when clear instructions were provided.
- (c) ABR staff not culling mice according to Line Instructions (refunds only provided if whole cages of mice were to be culled)
- (d) ABR staff not following tissue collection instructions as per Line Instructions

2.4 **Refunds will not be provided for housing and husbandry costs when:**

- (a) Animals are culled due to illness.
- (b) Error is due to incorrect genotype results provided by the Client.
- (c) The mouse line is lost due to poor breeding and ABR staff have asked the Client to take appropriate remedial action. Remedial action may include keeping > 1 breeding pair, not cull all stock, set up replacement breeders, refresh using the background strain or replace the mouse line.



3. Refunds for ABR Services

3.1 Imports/export services

- (a) ABR will not provide refunds for:
 - (i) mice that die during transport or need to be culled on receipt due to illness or injury
 - (ii) cryopreserved material that is non-viable on arrival
- (b) However ABR will work with the courier companies to minimize risk.
- (c) A full or partial refund will only be provided if clear evidence exists that ABR staff:
 - (i) Failed to provide appropriate nutrient and hydration gel for the reasonable duration of transit
 - (ii) Sent the wrong mice

3.2 Cryopreservation and rederivation services

Cryopreservation and rederivation is only charged once the service is completed and relevant quality test results meet standards. Refunds do not generally apply for this reason. If quality test results fail to meet standards the process is repeated at ABR cost until acceptable.

3.3 Generation of new GM mice using CRISPR

Please refer to the Genome Editing – The MEGA Service page under the Services tab of the ABR website (<http://www.abr.org.au>) for the MEGA Terms and Conditions.