

TERMS OF SERVICE FOR TESTING



(March 2014)

Whomever the client, Wyndham Forensic Group recognizes its responsibility to the legal system as a whole and the principles embodied therein. Wyndham Forensic Group is committed to always presenting objective, impartial, and properly qualified results and opinions to each client.

The following general terms of service cover forensic biology / DNA testing conducted on behalf of clients by Wyndham Forensic Group. By submitting items for testing, clients accept and agree to these terms:

1. Wyndham Forensic Group accepts requests for testing only where it has the capability and resources necessary to fulfill them. Wyndham Forensic Group reserves the right, at its sole discretion, to refuse to provide services to any person or organization where providing them would diminish confidence in its competence, impartiality, judgement or operational integrity.
2. Staff at Wyndham Forensic Group are available to discuss testing options, strategies and timelines with the client in advance of submissions, and to provide cost estimates with respect to the proposed services. Where any change to these parameters is deemed necessary by Wyndham Forensic Group following submission, the client shall be notified and shall approve prior to it being undertaken.
3. Records of communications between Wyndham Forensic Group and the client, before, during and after testing, are maintained by Wyndham Forensic Group.
4. Requests for testing are made by completing and submitting the Wyndham Forensic Group Submission Form (FW-ADM-9: available [here](#)), along with associated items for testing.
5. A police agency submitting items/cases for analysis acknowledges that Wyndham Forensic Group provides confidential consulting services to defence counsel on unrelated cases from time to time, including potentially on past, current, and future cases involving the police agency in question. Wyndham Forensic Group does not provide such services in cases where it has performed analysis/testing on behalf of a police agency.
6. Wyndham Forensic Group will not generally refuse to examine items so long as it has the capacity to do so and examinations are conducted within the scope of its validated procedures. It will, however, endeavour in all cases to ensure that the client understands the potential value and limitations of requested tests in advance.
7. Unless specifically directed by the client, Wyndham Forensic Group shall be solely responsible for selecting appropriate test methods capable of meeting the requirements of the client. Where deviation from a test method is deemed technically justified by Wyndham Forensic Group, its basis shall be documented internally. The client authorizes Wyndham Forensic Group to make such deviations, where justified, and accept such deviations when they have been made.
8. Wyndham Forensic Group shall not sub-contract any work without documented approval from the client in advance.

9. The client maintains the right to cancel or amend service requests at any time up to the point at which they are completed. Fees may still be payable in the event of cancellations, depending on the extent of work that has been performed up to the time of cancellation.
10. Wyndham Forensic Group shall inform the client in the unlikely event that errors or other quality issues are detected and affect, or have the potential to affect, test results or opinions.
11. Wyndham Forensic Group shall formally communicate the results of testing through one or more written reports addressed exclusively to the client (a report may not be issued in the event a testing request is cancelled before it has been completed and no test results are available). The client is responsible for disseminating additional copies of these reports, as appropriate. Wyndham Forensic Group personnel are available to discuss and clarify elements of the report(s), to whatever extent necessary and at no extra charge, following its issue.
12. Items may be marked and otherwise damaged (e.g. portions of items may be excised) by Wyndham Forensic Group as a necessary part of the testing process and the client agrees to not hold Wyndham Forensic Group liable for any such damage.
13.
 - a. Criminal cases: Items submitted to Wyndham Forensic Group for testing shall be returned to the client following the completion of testing, unless other arrangements have been agreed with the client. Items or portions of items which have been subjected to DNA extraction shall be destroyed following testing, unless the client instructs otherwise in advance. Extracted DNA shall be retained indefinitely by Wyndham Forensic Group, unless a request is made by the client for its return. Any items/extracts returned shall be at the client's expense (see item 13c).
 - b. All other cases: Items submitted to Wyndham Forensic Group for testing as well as any extracted DNA from these items shall be destroyed by Wyndham Forensic Group following a period of time, as outlined in the test report, unless other arrangements have been agreed with the client. Any items/extracts returned shall be at the client's expense (see item 13c).
 - c. All cases: To minimize time in transit, Wyndham Forensic Group ships case-related items using overnight delivery services, wherever possible, unless otherwise instructed by the client.
14. In the course of examining items, it may be necessary to consume entire stains and/or DNA extracts in order to maximize the likelihood of obtaining reliable results. The decision to consume an entire stain/extract will be made, when appropriate, by Wyndham Forensic Group without advance notice to the client unless the client requests such notice prior to the beginning of examinations.
15. Crime scene DNA profiles determined from items submitted by RCMP client police agencies may be eligible for upload to the Crime Scene Index of Canada's National DNA Data Bank, under a program sponsored by the RCMP Forensic Science & Identification Services (FS&IS). Any such DNA profile must
 - a. meet the requirements of section 5.(3) of the *DNA Identification Act*, i.e. has been generated from bodily substances found
 - at any place where a designated offence has occurred;
 - on or within the body of the victim of a designated offence;

- on anything worn or carried by the victim at the time when a designated offence was committed; or
 - on or within the body of any person or thing or at any place associated with the commission of a designated offence
- b. meet the CODIS acceptance criteria as outlined in the RCMP FS&IS CODIS Standard Operating Procedure

Such crime scene DNA profiles will be forwarded from Wyndham Forensic Group to the RCMP FS&IS for technical review. RCMP FS&IS scientific personnel are ultimately responsible for the upload of any eligible DNA profiles to the Crime Scene Index.

16. Case records compiled during examinations at Wyndham Forensic Group are considered the property of the client, but must be maintained at Wyndham Forensic Group for a period of time as a requirement of its quality management system. Unless otherwise directed by the client, these records may be destroyed no sooner than 5 years following the date of the final report. Records from cases submitted by official investigative agencies shall be returned to the submitter no sooner than 5 years following the date of the final report. Any records returned shall be at the client's expense.
17. Wyndham Forensic Group staff are available, as necessary, to provide expert testimony related to the contents of their reports. Court time, including time spent preparing for court, will be subject to fees above and beyond these terms.
18. Wyndham Forensic Group complies with the provisions and requirements of the *Personal Information Protection and Electronic Documents Act*. For further information, contact the Privacy Officer at info@wyndhamforensic.ca. The company and its staff shall keep in strict confidence all information provided by the client in advance of, during, and following testing, except where disclosure of such information is required by law.
19. Client contact information shall be used by Wyndham Forensic Group to discuss testing and to communicate test results. It may also be used, from time to time, to survey clients regarding their degree of satisfaction with services rendered and for the dissemination of promotional materials. Client contact information shall not be used for any other purpose and shall not be disseminated from Wyndham Forensic Group to any other person or organization at any time.
20. The client agrees to pay fees to Wyndham Forensic Group in return for the services provided, in accordance with any invoices issued, and to reimburse reasonable expenses (e.g. mileage, meals, parking) where incurred by Wyndham Forensic Group in the completion of testing. At its sole discretion, Wyndham Forensic Group may require all, or a portion, of the fees in advance of testing.
21. Notwithstanding these terms, where testing is undertaken as part of a pre-existing contract or agreement between Wyndham Forensic Group and the client, the terms of that contract or agreement shall apply.
22. These terms may be supplemented, from time to time, by either Wyndham Forensic Group or the client, provided that both parties agree.