

## TERMS OF SERVICE FOR TESTING

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These terms are also posted at [www.wyndhamforensic.ca](http://www.wyndhamforensic.ca).

Whomever the client, Wyndham Forensic Group (Wfg) recognizes its responsibility to the legal system as a whole and the principles embodied therein. Wfg 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 Wfg. By submitting items for testing, clients accept and agree to these terms:

1. Wfg accepts requests for testing only where it has the capability and resources necessary to fulfill them. Wfg 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 Wfg 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 Wfg following submission, the client shall be notified and shall approve prior to it being undertaken.
3. Records of communications between Wfg and the client, before, during and after testing, are maintained by Wfg.
4. Requests for testing are made by completing and submitting the Wyndham Forensic Group Submission Form (FW-ADM-9: available at [www.wyndhamforensic.ca](http://www.wyndhamforensic.ca)), along with associated items for testing.
5. A police agency submitting items/cases for analysis acknowledges that Wfg 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. Wfg does not provide such services in cases where it has performed analysis/testing on behalf of a police agency.
6. Wfg 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, Wfg 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 Wfg, its basis shall be documented internally. The client authorizes Wfg to make such deviations, where justified, and accept such deviations when they have been made.
8. Wfg will 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. Wfg will 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. Wfg 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. Wfg 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 Wfg as a necessary part of the testing process and the client agrees to not hold Wfg liable for any such damage.
13.
  - a) Criminal cases: Items submitted to Wfg 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. Any items/extracts returned shall be at the client's expense.
  - b) Non-criminal cases: Items submitted to Wfg for testing shall be destroyed by Wfg following a period of time, as outlined in the test report, unless other arrangements have been agreed with the client. Any items returned shall be at the client's expense.
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 Wfg 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 Wfg 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 Wfg are considered the property of the client, but must be maintained at Wfg 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 may 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. Wfg 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. Wfg 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](mailto: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 Wfg 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 Wfg to any other person or organization at any time.
20. The client agrees to pay fees to Wfg 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 Wfg in the completion of testing. At its sole discretion, Wfg 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 Wfg and the client, the terms of that contract or agreement shall apply.
22. These terms may be supplemented, from time to time, by either Wfg or the client, provided that both parties agree.