207 315-2567 x310 | services@bigelow.org | bigelow.org
60 Bigelow Drive | East Boothbay, Maine 04544

Terms and Conditions for Bigelow Laboratory Services

General terms applicable to services, materials, facilities, training, and customized work

Last updated: September 28, 2026

1. Scope and Acceptance

These Terms and Conditions ("Terms") apply to services, analyses, consultations, research activities, training, facility or vessel use, biological materials, deposits, data products, and other work or products provided by Bigelow Laboratory for Ocean Sciences ("Bigelow Laboratory") to a customer, client, participant, depositor, purchaser, or other recipient (collectively, the "Client"). These Terms are intended to apply broadly to Bigelow Laboratory Services, including current and future service offerings, unless a written agreement states otherwise.

The Client accepts these Terms by submitting materials, samples, data, a purchase order, service request, deposit, registration, or other authorization to proceed; by accepting a quotation; by using a Bigelow Laboratory service or facility; or by receiving products or deliverables. Bigelow Laboratory may decline work or materials when the requested work is outside its capabilities, presents unacceptable risk, cannot be performed lawfully or safely, or for other reasonable operational reasons. Where applicable, acceptance and analysis of samples are subject to regulatory, accreditation, program, method, and sample-acceptance requirements. Bigelow Laboratory may refuse or reject submissions that do not meet applicable requirements.

These Terms supplement, and do not replace, any service-specific waivers, releases, safety forms, permits, material transfer agreements, facility- or vessel-use agreements, or other documents required for a particular service or activity. If a quotation, statement of work, service-specific form, material transfer agreement, deposit agreement, facility- or vessel-use agreement, research agreement, or other written agreement conflicts with these Terms, the more specific written agreement controls for the conflicting provision. Client purchase-order terms or other Client terms do not modify these Terms unless expressly accepted in writing by an authorized Bigelow Laboratory representative.

2. Definitions

"**Client Materials**" means samples, specimens, cultures, biological or chemical materials, documents, data, equipment, or other items supplied by or on behalf of the Client for the requested work. "Client Data" means data supplied by the Client and data generated specifically from Client Materials as part of the requested services, but does not include Bigelow Laboratory background methods, protocols, know-how, quality-control information, or other general-purpose information not specific to the Client project. "**Deliverables**" means reports, data, analyses, materials, products, interpretation or other outputs specifically identified in the approved scope of work.

3. Quotations, Scope of Work, and Changes

Work will be performed according to the quotation, service request, statement of work, intake documentation, or other written scope accepted by Bigelow Laboratory. The Client is responsible for providing complete and accurate project information, including the requested analyses or activities, sample matrix and number of samples, known hazards, reporting requirements, deadlines, billing information, and any institutional purchasing requirements.

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Quoted pricing and schedules are based on the information available when the quote is issued. Changes in sample number, matrix, condition, scope, deliverables, methods, reporting requirements, shipping, special handling, rush timing, or other project requirements may require a revised quotation, additional charges, and/or a revised completion date. Bigelow Laboratory will seek Client approval before undertaking material out-of-scope work when feasible.

4. Client Responsibilities and Sample/Material Suitability

The Client is responsible for determining that the requested services are appropriate for the Client's intended use and for supplying materials, data, instructions, and documentation that are accurate, complete, properly collected, appropriately preserved, and suitable for the requested work. The Client is responsible for ensuring that Client Materials, data, instructions, and accompanying documentation are accurate, complete, properly collected, appropriately preserved, and suitable for the requested work. Bigelow Laboratory may request additional information, replacement materials, or revised handling instructions when materials are damaged, contaminated, nonviable, insufficient, unsafe, inconsistent with the Client's description, or otherwise unsuitable.

Many scientific procedures are destructive or may consume all or part of the submitted material. Submission of Client Materials authorizes Bigelow Laboratory to use, process, subsample, alter, consume, or destroy materials to the extent reasonably necessary to perform the requested work. Requests to return any remaining material after analysis must be submitted in writing ahead of sample shipment to Bigelow and all additional fees for shipping and handling will be covered by the Client.

5. Shipping, Receipt, Hazards, and Regulatory Compliance

The Client is responsible for the safe and lawful collection, classification, packaging, labeling, documentation, shipment, import, export, and delivery of Client Materials, including compliance with applicable carrier requirements and local, state, federal, and international laws. Unless otherwise agreed in writing beforehand, shipping costs, permits, customs charges, duties, taxes, and related fees are the Client's responsibility.

Before shipment or delivery, the Client must disclose any known or reasonably suspected biological, chemical, radiological, toxic, infectious, environmental, or other hazards associated with Client Materials and provide any required safety documentation. Bigelow Laboratory may refuse, quarantine, return, or dispose of undisclosed, improperly packaged, unauthorized, or unsafe materials as permitted by law, with associated costs charged to the Client when appropriate.

The Client is responsible for obtaining any permits, registrations, licenses, institutional approvals, permissions, or third-party consents required for the Client Materials or requested work. Unless expressly agreed in writing, the Client must not provide export-controlled technical information or materials subject to restrictions that Bigelow Laboratory has not agreed to accept.

6. Performance, Scientific Limitations, and Turnaround

Bigelow Laboratory will perform accepted work in a professional manner using methods, equipment, and quality practices appropriate to the service. Scientific analyses and biological work can be affected by sample condition, matrix effects, biological variability, instrument performance, method limitations, contamination, low biomass or concentration, and other factors that cannot always be predicted or controlled. Accordingly, Bigelow Laboratory does not guarantee that any particular analysis, culture, sequencing effort, assay, research activity, or other service will produce usable or conclusive results.

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Estimated turnaround times are targets rather than guarantees unless a specific completion date is expressly agreed upon in writing. Rush order fees may apply for accelerated turnaround times and only if negotiated ahead of sample shipment. Delays may occur because of sample condition, repeat analyses, equipment availability, routine maintenance and unexpected component failure, supply constraints, weather, vessel operations, biological growth or recovery, or other circumstances. Bigelow Laboratory will communicate material delays when reasonably practicable.

If a service fails primarily because of a Bigelow Laboratory error or equipment failure, Bigelow Laboratory may, at its discretion and when scientifically feasible, repeat the affected work without an additional service charge. If failure results from sample quality, Client instructions, Client error, undisclosed sample characteristics, or factors outside Bigelow Laboratory's reasonable control, the Client remains responsible for charges for work performed.

7. Fees, Invoicing, and Payment

The Client will pay the fees and approved additional costs stated in the applicable invoice. Unless otherwise stated in writing, payments are due net thirty (30) days of receipt of the invoice and must be paid in U.S. dollars. The Client is responsible for approved rush or special handling fees, shipping, processing fees, intermediary charges, and additional work outside the approved scope.

Bigelow Laboratory may require deposits, advance payments, milestone payments, or payment before release of Deliverables for particular projects or Clients, but this will all be stated clearly in the Scope of Work. Work may be paused and Deliverables may be withheld while undisputed amounts are overdue. Purchase orders, when required by the Client’s institution, must be provided before work begins and should match the approved quotation or other written agreement.

8. Cancellation and Termination

Either party may request cancellation or termination of work prior to work being conducted. The Client is responsible for fees for work performed and for reasonable, non-cancelable commitments, materials, reservations, shipping, or other costs incurred for the project. For projects requiring substantial scheduling, preparation, culture recovery, facility or vessel reservation, custom procurement, or other advance commitment, service-specific cancellation fees may apply.

Upon termination and at the Client's request, remaining Client Materials may be returned when practical and lawful, or disposed of under Section 12. Return shipping and related costs are the Client's responsibility with an additional shipping and handling fee applied. Samples used or destroyed during the analysis process cannot be returned.

9. Confidentiality and Data

Unless otherwise agreed in writing, Bigelow Laboratory will treat non-public information provided by the Client and specifically related to the requested work as confidential and will use it only as reasonably necessary to perform, administer, document, and quality-control the services. Bigelow Laboratory may disclose information when required by law, regulation, subpoena, court order, safety obligation, insurer, auditor, or funding/compliance requirement, and may use de-identified or aggregated operational information that does not identify the Client or reveal Client-confidential information.

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Subject to payment of applicable charges and any separate written agreement, Client Data and project-specific Deliverables generated for the Client are provided to the Client for the uses stated or reasonably contemplated in the scope of work.

10. Intellectual Property, Customized Research, and Collaborative Work

Bigelow Laboratory retains ownership of its pre-existing and independently developed methods, protocols, software, tools, templates, workflows, know-how, inventions, quality systems, reference materials, and other background intellectual property. Routine fee-for-service work does not transfer ownership of Bigelow Laboratory background intellectual property or create an obligation to assign inventions that are not specifically derived from Client-owned materials or confidential information. Ownership and licensing of inventions, custom methods, software, patentable developments, or other intellectual property arising from contractual research, method development, or collaborative projects should be addressed in a separate written agreement when appropriate.

Projects that include substantial scientific interpretation, experimental design, method development, proposal or manuscript preparation, or other intellectual contributions beyond routine service execution may be treated as customized or collaborative work and may require a separate scope, consulting arrangement, research agreement, and/or authorship discussion.

11. Publications, Acknowledgment, and Publicity

Neither party may use the other party's name, trademarks, or logos in advertising, endorsements, press releases, or other promotional materials without prior written permission, except for factual identification of the service provider or Client when authorized by the applicable agreement.

Scientific publications and presentations that materially rely on Bigelow Laboratory services should acknowledge Bigelow Laboratory for Ocean Sciences as appropriate. Authorship is not automatically conferred by routine fee-for-service work; authorship may be appropriate when Bigelow Laboratory personnel make substantial project-specific intellectual contributions consistent with accepted scholarly standards and any applicable written agreement.

12. Storage, Retention, Return, and Disposal

Unless a quotation, service description, or written agreement specifies a different period, Bigelow Laboratory may retain Client Materials and Client Data for one year after project completion for quality assurance, reporting, or project administration and may thereafter dispose of or delete them without further notice. Longer data-retention periods may apply when required by law, regulation, accreditation, program requirements, or written agreement. Sample return must be negotiated before sample submission and return shipping and related costs are the Client's responsibility with an additional shipping and handling fee applied. Long-term sample archiving is not included in analytical services unless expressly agreed in writing and may come at an additional fee.

The Client should retain independent copies of important data and should not rely on Bigelow Laboratory as the sole long-term repository. Bigelow Laboratory is not responsible for loss or degradation of stored materials or data. Return of remaining materials is subject to feasibility, legal requirements, safety, and payment of shipping and handling costs by the Client.

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13. Warranties, Use of Results, and Limitation of Liability

Except as expressly stated in a written agreement, services and Deliverables are provided for research, analytical, informational, educational, or other purposes identified in the applicable scope. Bigelow Laboratory makes no warranty, express or implied, that results will be fit for a particular purpose, commercially useful, regulatory-approved, error-free, or sufficient for any particular decision, unless specifically indicated contractually. The Client is responsible for interpretation and use of Deliverables and for determining whether independent confirmation, validation, or regulatory review is required.

To the fullest extent permitted by law, Bigelow Laboratory will not be liable for indirect, incidental, special, punitive, or consequential damages arising from the services, Client Materials, or use of Deliverables. Unless a separate written agreement provides otherwise, Bigelow Laboratory's aggregate liability for a claim arising from a project will not exceed the amount paid to Bigelow Laboratory for the specific services giving rise to that claim. This limitation does not apply where prohibited by law.

14. Compliance with Law and Ethical Requirements

Each party is responsible for its own compliance with applicable laws, regulations, institutional policies, research approvals, permits, sanctions, trade controls, and ethical requirements. The Client represents that it has the right and authority to provide Client Materials and information to Bigelow Laboratory and to request the work, and that performance of the requested work will not knowingly violate applicable law or third-party rights.

15. Force Majeure

Neither party will be responsible for delay or failure caused by events beyond its reasonable control, including severe weather, natural disasters, fire, utility or network outages, public-health emergencies, labor disruptions, transportation interruptions, supply shortages, governmental action, equipment failures not caused by negligence, or similar events. Performance schedules will be adjusted as reasonably necessary.

16. Governing Law and Disputes

Unless a separate written agreement states otherwise, these Terms and the relationship between the Client and Bigelow Laboratory are governed by the laws of the State of Maine and applicable federal law, without regard to conflict-of-law principles.

17. Updates and Entire Agreement

Bigelow Laboratory may update these Terms at any time. The version in effect when a quotation is accepted, a service request is authorized, materials are submitted, or a registration or order is placed will apply to that transaction unless otherwise agreed in writing. These Terms, together with the applicable quotation, scope, service-specific documentation, and any signed agreement, constitute the agreement for the applicable work and supersede prior inconsistent communications concerning that work.

Questions about these Terms or a service-specific requirement

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