

# General Case Submission Form

Submitting Agency

Date

Work Order #

All laboratory services are governed by the Forensic Services Laboratory Terms and Conditions

## Case Information

Case Type  New Case  
 Additional Evidence for Existing Case # \_\_\_\_\_

Suspect Name(s) \_\_\_\_\_

Victim Name(s) \_\_\_\_\_

Offense \_\_\_\_\_

Date of Offense \_\_\_\_\_

Service Requested  Standard Turn-around (60 business days)  
 Rush Service (Additional Charge Applies)

## Instructions:

- 1 Obtain a Work Order number (WO#) or quote by calling Leslie Parke at (512) 533-2010.
- 2 Complete this Case Submission Form and include the WO# where indicated.
- 3 Print the form and sign it to authorize the work.
- 4 Submit your evidence via any traceable carrier (with the completed Case Submission Form inside) to:

**SigSci Forensics**  
 8329 N. Mopac Expressway  
 Austin, TX 78759

## Client to Receive Report

## Additional Report Recipient

Name	_____
Agency	_____
Address	_____
	_____
	_____
Phone	_____
Email	_____

## Authorized Case Contact

## Additional Authorized Case Contact

Name	_____
Agency	_____
Address	_____
	_____
	_____
Phone	_____
Email	_____

# General Case Submission Form

## Billing Information

**Account Sale**

Account # \_\_\_\_\_ PO # (Required) \_\_\_\_\_

To obtain a credit account, contact LParke@signaturescience.com

**Credit Card Sale**

VISA

MasterCard

American Express

Name \_\_\_\_\_

Credit Card # \_\_\_\_\_

Expiration \_\_\_\_\_ Security Code \_\_\_\_\_

Email \_\_\_\_\_

Billing Address \_\_\_\_\_

Comments \_\_\_\_\_

## Evidence Return

**Return to Client**

**Return to Other Agency**

Agency \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

Comments \_\_\_\_\_

**Destroy Evidence**

**Other Disposition (Describe)**

# General Case Submission Form

**Evidence Information**

Case Background (Directions for Testing)

Item #	Description of Item	Serology Screening Needed? (Blood or Semen)	DNA Testing Needed?	Permission to Consume Sample (If Necessary)
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
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		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

# General Case Submission Form

## Authorization to Perform Work

I authorize Signature Science to perform the above-requested work on the samples described on this form at the listed fees (plus tax, if applicable) and agree to the associated terms and conditions. Furthermore, I certify that I am authorized by the Submitting Agency listed on Page 1 of this form to commit to payment of such fees.

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Submit your evidence via any traceable carrier (with the completed Case Submission Form inside) to:

**SigSci Forensics**  
**8329 N. Mopac Expressway**  
**Austin, TX 78759**

# Laboratory Services Terms and Conditions

This document sets forth the Terms and Conditions under which Signature Science, LLC (hereinafter "SigSci"), a limited liability company organized under the laws of the State of Texas, will provide forensic deoxyribonucleic acid (DNA) laboratory, consulting, litigation, and sample collection services related to Client.

## I. Sample Delivery Acceptance

"Sample Delivery Acceptance" is defined as the point in time at which SigSci has (i) physically received and inspected the samples, (ii) received the Laboratory Submission Form regarding the work to be done, (iii) resolved any discrepancies in the Chain of Custody submitted with samples, and (iv) made a determination that it can proceed with the requested work. SigSci reserves the right to deny Sample Delivery Acceptance at its sole discretion for any sample for any reason. Rejected samples will be returned to Client at Client's expense.

## II. Samples

Clients must provide, at Sample Delivery Acceptance, a completed Laboratory Submission Form and signed Chain of Custody with adequate instructions describing the type of analysis requested, and a complete written disclosure of the known or suspected presence of any hazardous substances. SigSci may, at its sole discretion, refuse acceptance of samples if it is determined that the samples present a health risk, or that SigSci is otherwise not authorized to accept them.

## III. Analytical Methods

Where the services to be provided by SigSci require the use of analytical methods, SigSci will use those described in its standard operating procedures. SigSci may deviate from these procedures where, in SigSci's opinion, it is necessary or appropriate, or where Client has directed SigSci in writing to deviate from the procedures. Any deviations from the analytical methodologies set forth in the procedures will be made in accordance with recognized industry and accreditation standards. If Client has directed a deviation from SigSci's standard operating procedures, Client thereby releases and shall hold SigSci harmless from any and all claims for damages or liability resulting from performance of work in accordance with the deviated procedures.

## IV. Subcontracting

SigSci reserves the right, at its sole discretion, to subcontract services ordered by Client to another laboratory, provided that SigSci shall first provide written notification to Client prior to using a subcontract laboratory.

## V. Third Party Administrators

SigSci is not responsible for the action or inaction of third party administrators through which consumers have purchased DNA services.

## VI. Progress Reports

Client shall not be entitled to progress reports of any type during performance of the work, unless such reports were included in the initially-quoted price. Notwithstanding the proceeding sentence, SigSci will make every effort to notify Client in advance of any issues that will materially affect performance or report delivery.

## VII. Stopping Work

Client may ask SigSci to suspend all or a portion of the work to be performed. In this circumstance, Client will remain responsible for all work already performed. Any incomplete analysis will be billed on a prorated basis, as determined solely by SigSci.

## VIII. Data Ownership

Data or information generated by SigSci for Client becomes Client's

property only upon full payment to SigSci for all services provided by SigSci. SigSci retains exclusive ownership of any and all analytical methods, QA/QC protocols, and equipment developed by SigSci for performance of work by SigSci. Client agrees not to alter or misrepresent documents provided by SigSci, including, but not limited to, invoices, Chain of Custody forms, and laboratory reports.

## IX. Sample Disposal or Return

Unused portions of samples shall be stored in accordance with SigSci standard operating procedures. Samples and evidence from criminal forensic cases will be returned to Client under separate cover after administrative review of the case report.

## X. Compensation

All services provided by SigSci shall be performed in accordance with the quotation provided by SigSci to Client. In the absence of a quotation, work shall be performed and billed in accordance with SigSci's published price schedule in effect at the time of sample submission. Pricing is predicated upon Client's unconditional acceptance of these Terms and Conditions.

Payment is due to the remittance address listed on Client's invoice, and must be received in full prior to commencement of testing, unless Client has established an account with SigSci.

For non-account sales, payment is due via credit card. SigSci accepts Visa, MasterCard, or American Express as payment for all charges. SigSci shall charge all amounts due, including charges for storage, response to legal proceeding, or any other circumstances detailed in these Terms and Conditions which may require Client to pay SigSci for charges in excess of the quoted amount, against the credit card provided by Client, and may, at its sole discretion, obtain pre-approval of any amount up to and including the full price of a sale.

For sales on account, unless otherwise agreed to elsewhere, Client agrees to pay invoices within 30 days of the invoice date via a check drawn on a U.S.-chartered bank. Client agrees to pay interest on unpaid balances greater than 60 days at the rate of 1.5% per month. SigSci may refuse to perform services, demand immediate payment, withhold delivery of data, or require prepayment for services based upon a Client's failure to make timely payments or upon receipt by SigSci of an unfavorable credit report for Client.

Client agrees to compensate SigSci for services and expenses incurred in response to legal processes related to services performed. These services include hourly charges for all personnel involved in the response and attorney fees reasonably incurred in obtaining advice concerning the response, the preparation of the testifier, and appearances related to the legal process.

## XI. Professional Standards

SigSci will complete work in accordance with accepted industry practices and to accepted industry standards. Failure on the part of SigSci to perform in accordance with industry standards will be corrected, provided such failure was a direct result of acts or omissions by SigSci under SigSci's exclusive control.

## XII. Confidentiality

SigSci will use all reasonable efforts to preserve Client confidentiality with regard to all information provided. SigSci will utilize the information it receives from Client exclusively for the purpose of providing services to Client.

# Laboratory Services Terms and Conditions

Test results will be released only to Client listed on the Laboratory Submission Form submitted with the samples. Test results will not be released to anyone else without a lawful court order, or the written, notarized permission of the individual(s) who furnished the sample(s). Test results will be released via email, fax, or U.S. Mail only to the address or number documented on the Laboratory Submission Form, or to the address or number on file for sample collection companies/ third party administrators. Test results shall not be released to any other address or number without a lawful court order or written, notarized permission of the individual(s) who furnished the sample(s).

## XIII. No Warranties

SIGSCI MAKES NO WARRANTIES, EXPRESS OR IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED CONDITIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Neither these Terms and Conditions, nor any action or communication on the part of SigSci, shall lead to the issuance of an express or implied warranty to Client.

## XIV. Consequential Damages

SIGSCI SHALL NOT BE LIABLE TO CLIENT FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF USE, POWER, BUSINESS GOOD WILL, REVENUE OR PROFIT, NOR FOR INCREASED EXPENSES, OR BUSINESS INTERRUPTION) ARISING OUT OF OR RELATED TO THE PERFORMANCE OR NON PERFORMANCE OF WORK FOR CLIENT.

## XV. Remedy

In the event of a finding of liability by a court of competent jurisdiction on the part of SigSci for damages incurred by Client, Client agrees, to the maximum extent permitted by law, to limit an award for damages to one hundred dollars (\$100.00) or to the fee charged to Client by SigSci for the applicable services, whichever is greater. This remedy is exclusive and in lieu of any other remedies available in law or in equity. Indemnification, releases from liability, and limitations of liability shall apply, notwithstanding the fault, negligence, or strict liability of the party to be indemnified, released, or whose liability is limited, except to the extent that there is willful misconduct.

## XVI. Challenge to Results

Client shall pay SigSci for all services performed on their behalf and for all results utilized by Client or Client's client, regardless of any allegation on the part of Client or Client's client that the results issued by SigSci did not conform with SigSci's responsibilities as set forth in these Terms and Conditions. In every instance, SigSci shall be given the opportunity to defend its data directly with any person or entity challenging its results. Should SigSci be prohibited or hindered from directly defending its data, all sums owed to SigSci by Client shall be immediately due and payable, and no refund for sums paid by Client will be issued by SigSci.

## XVII. Record Retention

SigSci will retain records pertaining to the work performed for Client for a period of five (5) years (seven (7) years for samples collected in the State of New York) following the issuance of the report. Should Client desire SigSci to maintain the records in excess of five years, Client must notify SigSci in writing. Additional fees will apply.

## XVIII. Litigation

If SigSci is required to participate in any legal discovery or court appearances beyond the scope of the initial quotation for services, or is subpoenaed as the result of any work performed for Client, Client agrees to compensate SigSci for all time spent by SigSci employees and officers on a labor-hour basis at SigSci's then-current commercial

rates. Client shall also reimburse SigSci for any and all reasonable costs and fees which SigSci may incur in connection with such activities, including reasonable fees of any attorneys that SigSci may retain on its behalf in connection therewith. This paragraph shall not apply to the extent the matter inquired into was caused by or arose out of the negligence or willful misconduct of SigSci. Client's agreement to directly pay or reimburse SigSci for the aforementioned litigation services and costs shall remain in full effect for 10 years after cessation of services to Client.

## XIX. Compliance with Laws

SigSci and Client agree to comply with all applicable laws, ordinances, codes, and regulations. Client shall indemnify and hold harmless SigSci, its owners, employees, agents, and subcontractors from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, losses, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind arising out of a failure to comply with any applicable laws, ordinances, codes, or regulations.

## XX. Insurance

SigSci shall maintain insurance in industry-customary limits for general liability and professional liability to protect against errors caused by, omissions, or negligent acts for which SigSci is liable. This insurance shall be primary and non-contributory for Client only to the extent that claims made arise solely from errors caused by, omissions, or negligent acts for which SigSci is liable.

## XXI. Risk of Loss

Client shall be responsible, and SigSci will not have any responsibility, for the action or inaction of any Client or carrier shipping or delivering any sample to or from SigSci's premises. Client is responsible for determining whether or not the sample that it is shipping contains a hazardous substance as defined by law, and for taking all actions necessary to ensure the sample it ships is packaged, labeled, transported and delivered properly and in accordance with all local, state and federal laws.

## XXII. Governing Law

Client and SigSci agree that these Terms and Conditions, and any transactions and agreements to which they apply, shall be governed and construed by the laws of the State of Texas, excluding its choice of law provisions. Client and SigSci agree to submit solely to the jurisdiction of the State of Texas, and further agree that the venue for any dispute or action arising out of the terms and conditions set forth herein will be in Travis County, Texas.

## XXIII. Severability

The invalidity or unenforceability, in whole or in part, of any provision, term or condition herein shall not invalidate the remainder of these Terms and Conditions.

## XXIV. Waiver

No waiver of any provision, term, or condition, nor of any obligation herein, shall constitute a waiver of any subsequent breach. No waiver shall be inferred by a party's conduct.

## XXV. Entire Agreement

These Terms and Conditions, in addition to any authorized and executed addenda, constitutes the entire agreement between the parties, provides the exclusive remedies available to Client, and supersedes all previous verbal and written communications, representations, and agreements between Client and SigSci. No modification or waiver of any provision of these Terms and Conditions shall be binding on either party unless they are made in writing and executed by duly-authorized representatives of Client and SigSci.