

NeuRA Imaging: Terms and Conditions for research access to new NeuRA Imaging 3T MRI scanner

Background

(Existing MRI facility – available since 2003, currently operated by i-Med) NeuRA have made a 3T MRI facility available for all approved investigators under an open access model since 2003.

The facility allows access to a **Philips Achieva 3TX MRI**, which is 50% available for research through arrangement with the operator i-MED. The Achieva MRI continues to be available both for existing and new studies. The i-MED operated scanner runs under a separate set of terms and conditions, which can be accessed [here](#), and booking & billing procedures, as detailed [here](#).

(New Ingenia MRI scanner, NeuRA operated) In 2019 NeuRA acquired and installed a **Philips Ingenia CX 3T MRI scanner** which is now available for research on a full-time basis. The new Philips Ingenia CX scanner will be operated by NeuRA. The terms and conditions set out below apply to all users for access and use of the new scanner.

Terms and Conditions for use of the NeuRA Philips Ingenia CX 3T MRI scanner

Applications

All applications for research on the Philips Ingenia CX scanner at the NeuRA Imaging facility must be made via the Scientific Management Panel application form available at: <http://imaging.neura.edu.au/forms-policies>

General matters

(Varying these T&Cs) NeuRA may vary these Terms and Conditions at any time by giving notice, by email, to the investigator in charge of each approved project.

(Compliance, readiness and access determined by radiographer) It is the investigator's responsibility to ensure that all applicable laws, health and safety regulations and therapeutic goods requirements are complied with and all equipment planned for use in the MRI scan room is MR safe at 3T.

However, final access to the MRI facility will be at the sole discretion of the radiographer in charge.

Project Commencement

Use of the NeuRA Imaging facility cannot commence until the following conditions are met:

1. (HREC approvals)

Ethical approval for all imaging projects is essential. The primary Human Research Ethics Committee (**HREC**) for most projects not involving recruitment of clinical patients from a NSW Health facility should be the University of New South Wales HREC. Studies involving clinical patients from a NSW Health facility should apply for ethical approval through that facility's HREC in the first instance.

2. (Scientific Management Panel and NeuRA Site Specific Ethics approvals)

Applications for use of the NeuRA Imaging facility will be assessed by the Scientific Management Panel to determine suitability of the proposed imaging protocol and ability of the facility to meet the proposed project requirements. Applicants are advised to consult with the Panel prior to submitting HREC or Scientific Management Panel applications to ensure timely approval. Scientific Management Panel approval and NeuRA Site Specific Ethics approval must be obtained prior to commencement of the project. Application to the Scientific Management Panel includes the NeuRA HREC Site Specific Approval (SSA) process.

If a new investigator is added to the project **after** the ethics application has been approved the Scientific Management Panel must be notified and provided with a copy of the additional investigator's CV and other relevant details.

3. (Training)

All investigators from each project must hold a current certificate of completion of NeuRA's MRI Safety Training. New research team members on an ongoing approved study must have current completed safety training before they are allowed to access the NeuRA Imaging facility. The radiography staff may undertake additional safety screening of research participants and investigators entering the scan room, as necessary.

4. (Acceptance of these T&Cs for each project)

These Terms and Conditions must be accepted in writing by the Principal Investigator for each project. Also, the Principal Investigator is responsible for ensuring all investigators involved with a project are aware of, and comply with, these Terms and Conditions.

Making Bookings

(Bookings by email) Scan time is booked via NeuRA Imaging Reception. Investigators must request bookings by email (mri-bookings@neura.edu.au), and confirmation will be via return email. Verbal or telephone bookings are not accepted. Bookings are not final unless confirmed by email.

(Minimum booking duration) Minimum booking duration, during normal operating hours, is 30 minutes with further increments of 15 min thereafter, unless prior arrangements are made with the NeuRA Imaging facility.

(Scan times) Scan times are usually available between 9.00am and 5.00pm Monday to Friday. Investigators requiring special time slots (outside 9.00am to 5.00pm) should specify this on their application and provide a justification. If there are valid reasons for scanning early or late or on the weekends, the NeuRA Imaging facility may be able to accommodate these needs.

(Information required for bookings) At the time of booking, investigators must provide:

- *Study Project number;* and
- *Names and dates of birth of any participants to be scanned.* If participant details are not available at the time of booking, please provide them via email at least 24 hours prior to your booked time slot. These details are required for duty of care reports.

(Booking considerations) Booked scan durations should allow sufficient time for:

- Participants to get on and off the scanner, particularly if the mobility of your participants is restricted;
- Scout scans in addition to the scan data acquisition time;
- Additional time for medically unwell or child participants, as in case some scans need to be repeated due to participant movement; and
- Setup of any hardware or software required for your study, including loading and unloading specialist MR scanner 'patches' at the beginning and end of your scan time, if these are required for your protocol.

Attendance at Booked Scanning Sessions

(Supervision) Participants to be scanned must be accompanied by an investigator unless alternative arrangements have been approved (in writing) by the NeuRA Imaging Director.

(Arrival) Investigators must arrive ahead of time for their scanning session and be ready for scanning when their timeslot commences. This includes having completed the following before your booked scan time slot commences:

- Timely arrival and pre-screening of your participant;
- Completing the necessary paperwork and safety questionnaire; and
- Organising any equipment or software needed, as far as is possible or allowed by radiography staff.

We suggest you contact NeuRA Imaging Reception around half an hour before the booked time to check if the scanner is running to schedule.

(Late arrivals) Late arrival leading to late commencement may result in overtime charges or in your scan protocol not being completed. You agree to these charges by using the facility.

Cancelling bookings

(Notice of cancellation – by email) Investigators should give maximum possible notice of cancellations out of consideration for other investigators and to ensure the greatest ability of investigators to use the facility. If you are unable to use your booked time, inform NeuRA Imaging Reception in writing (*via email*) as soon as possible. Bookings must be cancelled in writing (*via email*) and cancellations will be confirmed in writing (*via email*).

The following fees, for cancelled bookings or 'failure to show' (i.e. no cancellation confirmation e-mail), will apply:

(5 days or more in advance – no fee) Written notice of cancellation received by NeuRA Imaging Reception at least 5 working days in advance of the appointment will not incur a cancellation fee.

(less than 5 days, but more than 24 hours in advance) Cancellations received less than 5 working days prior to scanning, but more than 24hrs in advance will attract an hourly fee of \$600 (ex GST) for the booked time (*pro rata*) unless the time can be used by another research group, in which case no charge will be payable. Partial use of cancelled timeslots by other groups will reduce the cancellation fee on a *pro rata* basis.

(less than 24 hours in advance) Cancellations received by NeuRA Imaging less than 24 hours in advance will attract the full charge, unless the time can be used by another research group. Partial use of cancelled timeslots by other groups will reduce the cancellation fee on a *pro rata* basis.

(Filling cancelled spots) The NeuRA Imaging facility may find other investigators to fill the cancelled slots, but investigators are encouraged to find other investigators willing to use (and pay for) their booked timeslot. To be clear, NeuRA is under no obligation to actively seek other bookings to fill a cancelled booking.

(Failure to attend or notify of cancellation) Failure to attend or notify the NeuRA Imaging facility will attract the full charge payable.

(Special (pre-agreed) arrangements) In unusual cases where the participant cohort to be scanned necessitates unavoidable short notice changes to bookings, the cancellation fees may be negotiated with the facility. Requests for such arrangements **must** be made at the time of application to the Scientific Management Panel. Any request will require detailed justification and will still only be considered on a case-by-case basis. Examples might include patient groups in which there is a high risk of the patient requiring hospitalization due to illness and therefore not being able to attend the scan session.

(NeuRA's right to cancel a booking) The investigator acknowledges that the availability of the NeuRA Imaging facility and scanner may be impacted from time to time including due to maintenance, works or other reasons.

NeuRA may, at any time, by notice to the investigator (for any or no reason):

- (i) cancel a confirmed booking; or
- (ii) require a confirmed booking to be transferred to another date. The parties will (in good faith) attempt to agree mutually acceptable dates.

Fees, invoicing and payment

(Scan Fees) The current (2019) fees for scanning one participant are as follows:

Scan Time	Fee (excluding GST)	Fee (including GST)
30 mins	\$400	\$440
45 mins	\$550	\$605
60 min	\$700	\$770
90 min	\$1000	\$1100
120 min	\$1300	\$1430

(Additional participants) An additional \$100 (ex GST) will be added to the cost of the above time slots per extra participant scanned. For example, if you scan 2 participants in a single 1 hour timeslot, you would be charged \$800 (ex GST).

(Billing) Scan costs will be billed on a monthly basis. The tax invoice will be sent to the nominated person listed on the application.

(Timing for payment) Payment terms are full payment within 30 days of the date of the tax invoice.

Peripheral equipment

(Use of NeuRA peripheral equipment) The NeuRA Imaging facility makes available peripheral equipment such as that required to administer MRI tasks (see imaging.neura.edu.au/facilities/ for details of equipment and facilities provided). These items are available at no extra charge.

(Investigators' own equipment) Investigators can also bring their own equipment, participant to that equipment being approved by the radiographer in charge for use within the scan room.

(Investigators' obligations) In using the NeuRA peripheral equipment, investigators are responsible for making sure that all peripheral equipment is operating correctly prior to their scans, and for leaving it in the default setting on completion of their scans.

(Additional fees) Any time lost by you or other investigators due to your failure to check the equipment is functioning before your scan, or to return the equipment to defaults at the end will be billed to your project.

(Set up time) Set up time for any experiment where the scanner is unable to be operated on another participant is counted as part of the scan (billable) time.

General obligations and requirements applying to the Investigator

The investigator must:

- (a) **(laws)** comply with all applicable laws, authorisations and regulatory requirements;
- (b) **(directions)** comply with all reasonable directions of any NeuRA Imaging facility personnel;
- (c) **(Loss or injury)** not do anything (by act or omission) which might in any way:
 - (i) **(person)** put in danger or cause loss or injury to any person; or
 - (ii) **(property)** cause loss to any property; and
- (d) **(use facilities properly)** ensure that all facilities (including equipment) at the NeuRA Imaging facility are used in a reasonable manner and for their intended purpose.

Publications and Acknowledgements

(Acknowledgement) The NeuRA Imaging facility is a research facility that relies on public funding and grant income to make your research possible. The support of NeuRA Imaging must be acknowledged in any publication arising from use of the facility.

(Publications) As part of our funding reporting requirements, we need to be able to maintain a reliable and complete record of research outcomes from this scanner. We ask that users supply us, when requested, with copies of any publication that has used data from the facility.

(Form of acknowledgement) NeuRA requires all users to acknowledge use of the facility in any publications using the following text (unless otherwise agreed by NeuRA in writing):

“The authors acknowledge the facilities and scientific and technical assistance of NeuRA Imaging, a node of the National Imaging Facility, a National Collaborative Research Infrastructure Strategy (NCRIS) capability”.

Insurance

The investigator, as part of their Scientific Management Panel and NeuRA Site Specific Ethics application, must warrant that they or their institution has taken out, and maintains, all insurances required by applicable laws and all approvals (including ethical approvals). At a minimum, the investigator or their institution must have a public liability insurance policy providing cover for not less than \$20 million for any one occurrence for matters in connection with the project. The investigator must, if requested by NeuRA, provide certificates of currency for all insurances held and maintained, within 7 days of such request.

Indemnity

The investigator indemnifies NeuRA (including its Personnel) against any claim, action, cost, charge, outgoing, expense, damage, judgment, liability, loss or payment (including legal fees on a solicitor/client basis) which NeuRA (including its Personnel) pay, suffer, incur or is liable for (whether directly or indirectly) in respect of:

- (a) **(certain acts or omissions)** any unlawful, negligent, reckless or wrongful act or omission of the investigator or its Personnel arising out of or in connection this agreement or any use of the NeuRA Imaging facility;
- (b) **(breach)** the investigator's breach of these Terms and Conditions;
- (c) **(laws)** a breach by the investigator or its Personnel of any applicable laws or authorisations;
- (d) **(IP)** any legal claim alleging that any materials created or used or provided by investigator or its Personnel (including third party materials) in connection with the project infringe the intellectual property rights of any person;
- (e) **(personal injury)** any personal injury (including illness and death) caused or contributed by or arising out of or in connection with any act or omission of the investigator or its Personnel; or
- (f) **(property)** any loss of or damage to property caused or contributed by or arising out of or in connection with any act or omission of the investigator or its Personnel.

The investigator's liability under this indemnity will be reduced to the extent that any claim, action, cost, charge, outgoing, expense, damage, judgment, liability, loss or payment was caused or contributed by NeuRA's unlawful acts or omissions.

'Personnel' of a person includes that person's employee, agent, officer, contractor or invitee (including participants and their carers). A reference to NeuRA's Personnel does not include the investigator. A reference to the investigator's Personnel does not include NeuRA.

Limitation of liability

(Limit on NeuRA's liability) To the maximum extent permitted by applicable laws, the aggregate liability of NeuRA (including its Personnel) for any loss or damage sustained by the investigator or its Personnel in connection with this agreement (whether arising in contract, tort (including negligence), statute, equity or otherwise) is limited to Scan Time fees paid by the investigator in connection with the project that the loss or damage relates to.

(No liability for consequential loss) NeuRA is not liable for any loss or damage which is consequential upon another loss, an indirect loss including loss of profits, loss of business or any other special, incidental, indirect or exemplary loss or damage of any kind.

(Exclusion) No statutory guarantee, warranty, condition, undertaking or term, whether implied, statutory or otherwise is given or assumed by NeuRA and all such conditions, warranties and liabilities express or implied are excluded to the extent permitted by law.

Intellectual Property

The investigator is not permitted to use any of NeuRA's intellectual property (this includes, for example, NeuRA's logo and name) for any purpose without NeuRA's' prior written consent.

Disputes

If a dispute arises between the parties in connection with these Terms and Conditions, the parties agree to undertake in good faith all reasonable endeavours to settle the dispute by way of good faith negotiation (including escalating the dispute to executive level).

Laws

These Terms and Conditions are governed by the laws of New South Wales. The parties submit to the exclusive jurisdiction of the courts of New South Wales and any courts which are entitled to hear appeals from them.

Project Code: _____

Project Number (e.g. CX2019-01 ...): _____

Signed by the Principal Investigator:

Name: _____

Signature: _____ Date: ____/____/____