SCREENING ASSESSMENT AGREEMENT (SAA) – reference ……
between UGENT and RECIPIENT

TERMS AND CONDITIONS

1. The PROVIDER is willing to transfer the STRAINS to the RECIPIENT and to grant the RECIPIENT a limited non-exclusive license to use the STRAINS under the terms and conditions specified in this Screening Assessment Agreement (SAA). The RECIPIENT accepts the terms and conditions of this SAA by placing an order with the PROVIDER. Each order contains at least 100 STRAINS.

2. This SAA applies to the use, handling, supply, distribution, sale, and any disposition of the STRAINS supplied by the PROVIDER for a limited time period as described in §15. After this period has ended and if no new SAA was established between the PROVIDER and the RECIPIENT, the STRAINS have to be destroyed. The PROVIDER will request an official declaration from the RECIPIENT that STRAINS were effectively destroyed.

3. The RECIPIENT shall not sell, lease, license, lend, supply, distribute or otherwise transfer the STRAINS to any others, save those involved in LEGITIMATE EXCHANGES.

4. The RECIPIENT agrees that the STRAINS are to be used under the responsibility of the RECIPIENT, in compliance with all applicable laws and regulations.

5. Subject to the terms and conditions of this SAA and any statutory, regulatory or other restriction imposed by law or any third party interest, the RECIPIENT may use the STRAINS in any lawful manner for SCREENING purposes only (as described in the Technical Annex). The STRAINS cannot be used for other purposes outside the SCREENING assessment including research, teaching or quality control. Any subsequent CHARACTERIZATION or COMMERCIAL USE of the STRAINS requires the prior written authorization of the PROVIDER and will be accompanied by the charge of a supplemental cost as described in §15. Such approval will not be unreasonably withheld.

6. The RECIPIENT agrees to provide appropriate acknowledgement of the geographical origin and the PROVIDER's collection number of the STRAINS in all publications.

7. Use of the STRAINS may be subject to intellectual property rights. No express or implied licenses or other rights are provided herein to the RECIPIENT under any patents, patent applications, trade secrets or other proprietary rights. In particular, no express or implied licenses or other rights are provided to use the STRAINS or any related patents for COMMERCIAL USE.

8. The RECIPIENT shall have the sole responsibility for obtaining any intellectual property licenses necessary for its use of the STRAINS. The RECIPIENT agrees, in advance of such use, to negotiate in good faith with the intellectual property rights owner(s) to establish the terms of a commercial license; taking also into account specific national laws regarding article 15.7 of the Convention on Biological Diversity as to conditions concerning benefit sharing.

9. The use of the STRAINS may be subject to additional restrictions which are explicitly specified by the PROVIDER in the Technical Annex and are hereby acknowledged by the RECIPIENT.

10. Any STRAINS delivered pursuant to this SAA is understood to be experimental in nature and may have hazardous properties. The PROVIDER makes no representations and extends no warranties of any kind, either expressed or implied. There are no express or implied warranties, including any warranty of merchantability or fitness for a particular purpose, or that the use of the STRAINS does not or will not infringe any patent, copyright, trademark, or other proprietary rights.

11. The PROVIDER will process, package and ship the STRAINS in accordance with applicable laws and regulations. The RECIPIENT is responsible for ensuring that all permits required for the RECIPIENT to receive its order are obtained.

12. Except to the extent prohibited by law, the RECIPIENT assumes all liability for damages, which may arise from its use, storage or disposal of the STRAINS. The PROVIDER will not be liable to the RECIPIENT for any loss, claim or demand made by the RECIPIENT, or made against the RECIPIENT or the PROVIDER, by any other party, due to or arising from the use of the STRAINS by the RECIPIENT, except to the extent caused by the wilful misconduct of the PROVIDER. Except to the extent prohibited by law or to the extent caused by the wilful misconduct of the PROVIDER, the RECIPIENT shall indemnify and hold the PROVIDER harmless against any such claims or demands which are made against PROVIDER.

13. Neither this SAA nor any rights or obligations contained herein are assignable, whether by operation of law or otherwise, without the prior written consent of the PROVIDER.

14. Belgian laws (with exclusion of its conflict of law provisions) shall govern this SAA. Belgian laws will preempt any conflicting or inconsistent provisions in this SAA. The Brussels Courts will be exclusively competent to judge any conflict arising out of this SAA.

15. Three subsequent steps of use are defined in the SAA:
    i. Use of STRAINS for **SCREENING** during a **limited period of 12 months** from the date of shipment. The number of strains should be ≥ 100.
    ii. Use of one or more STRAINS from (i) for subsequent **CHARACTERIZATION** during a **limited period that is to be decided** between PROVIDER and RECIPIENT
    iii. Use of one or more STRAINS from (ii) for **COMMERCIAL USE**

    A specific cost calculation is applicable for each of these steps, in which N = the number of LMG-STRAINS initially included in the SCREENING:

Step	**Price for non-profit** (€)	**Price for profit** (€)	**Remark**
i. Screening	N x 26% of supply price for non-profit customers	N x 36% of supply price for profit customers	
ii. Characterization	N x 51% of supply price for non-profit customers	N x 42% of supply price for profit customers	Price **independent of the number of strains** included in step ii
iii. Commercial use	N x 49% of supply price for non-profit customers	N x 48% of supply price for profit customers	Price **per strain** included in step iii

    All prices mentioned are overhead inclusive and VAT exclusive.

16. Invoices are payable at sixty days from invoice date.

DEFINITIONS

1. PROVIDER: Ghent University

2. RECIPIENT: See Technical Annex

3. STRAIN: Bacteriological specimen encompassing ORIGINAL MATERIAL, PROGENY or UNMODIFIED DERIVATIVES thereof. Each STRAIN is labelled with a unique collection number assigned by the PROVIDER. STRAINS can be ordered by the RECIPIENT from the public BCCM/LMG Bacteria Collection (LMG STRAINS) of the PROVIDER. The description of the STRAINS being transferred is on delivery note and invoice.

4. ORIGINAL MATERIAL: That which was supplied to the PROVIDER by the DEPOSITOR

5. DEPOSITOR: Legal entity or individual that deposits ORIGINAL MATERIAL in the custody of the PROVIDER.

6. PROGENY: Unmodified descendant from the ORIGINAL MATERIAL, such as cell from cell, or organism from organism

7. UNMODIFIED DERIVATIVES: Substances created by the RECIPIENT which constitute an unmodified functional subunit of the ORIGINAL MATERIAL or its PROGENY

8. LEGITIMATE EXCHANGE: The transfer of STRAINS within the RESEARCH GROUP of the RECIPIENT.

9. RESEARCH GROUP: Entitled scientists working in the same laboratory as the RECIPIENT

10. SCREENING: Systematic examination or assessment performed specifically to detect one or more wanted substances or attributes in a STRAIN during a limited period of 12 months from the date of shipment. This excludes detailed examination or assessment of the characteristics of the STRAIN or substance(s) or attribute(s) other than those defined in the description of the planned SCREENING activities in the Technical Annex.

11. CHARACTERIZATION: Detailed examination or assessment of the characteristics of a STRAIN and/or its substance(s) or attribute(s).

12. COMMERCIAL USE: The use of STRAINS or its substance(s) or attribute(s) for the purpose of profit. COMMERCIAL USE shall include the sale, leasing, exchange, license, or other transfer of STRAINS or its substance(s) or attribute(s) for profit purposes. COMMERCIAL USE shall also include uses of STRAINS or its substance(s) or attribute(s) to establish service business activities or to manufacture products.

THE PROVIDER	**THE RECIPIENT**
Name:	Name:
Date:	Date:
Signature:	Signature:

TECHNICAL ANNEX SAA - reference ……

- Name and contact details PROVIDER:

Name: Ghent University - BCCM/LMG Bacteria Collection

Address: Laboratory of Microbiology
Ghent University
K.L. Ledeganckstraat 35
B-9000 Gent, BELGIUM

Contact: Dr. Ann Hellemans
Tel: +0032 9 2648729
Fax: +0032 9 2645346
e-mail: Ann.Hellemans@UGent.be

- Name and contact details RECIPIENT:

Name:

Address:

Contact:

- Name and details contactperson RESEARCH GROUP:

Name:

Address:

Contact:

- Name of entitled scientists within the RESEARCH GROUP of the RECIPIENT:

- List of STRAINS covered by SAA – reference ……. - purchase order ……. :

- Description of SCREENING activities:

- Costs incured:

Optional: data on confidentiality

THE PROVIDER	**THE RECIPIENT**
Name:	Name:
Date:	Date:
Signature:	Signature: