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| BCCM/LMG Bacteria Collection  Ghent University – Laboratory for Microbiology  K.L. Ledeganckstraat 35  9000 Gent - BELGIUM  Phone: + 32-(0)9 264 51 08  Email: [bccm.lmg@UGent.be](mailto:bccm.lmg@UGent.be)  Website: <https://bccm.belspo.be/about-us/bccm-lmg> |  | **BCCM/LMG use only**  LMG accession number:  Date of receipt: |

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| 1. **Contract parties**   The depositary:  Ghent University, hosting the BCCM/LMG Bacteria Collection (hereafter referred to as BCCM/LMG) is represented here by the person mentioned in article 10.  The depositor:  Name or Institution\*:  \*In case the depositor is a legal entity, name and function of the authorised representing person should be completed in article 10.  Address:      Tel.:  E-mail:  If applicable, please provide the purchase order number:  and the VAT number of your institution:  **The depositor shall notify the depositary of all changes of address, contact details, name of authorised representing person, transfer of rights, etc.** |
| 1. **Purpose and modalities of the Contract**   The depositary agrees to keep the strain mentioned in article 4 under the following conditions:  2.1 The biological material does not belong to a biocontainment level higher than 2, following the EU directives and their updates, and its storage is within the technical capability of BCCM/LMG.  2.2 The deposit of the strain at BCCM/LMG does not interfere with the property rights concerning the strain and its progeny. The information related to the strain and the depositor remains strictly confidential and will not be publicly catalogued or otherwise disclosed to any third party. The strain, its progeny and any information may not be used in any way by the depositary, other than for the purposes of this Contract.  2.3 The biological material will be preserved by freeze-drying (10 ampoules) and cryopreservation (2 vials as backup). In case freeze-drying is not possible, the biological material will be preserved by cryopreservation only (10 vials).  2.4 The viability and purity will be checked upon deposit and when preparing a new batch. Once a year only the viability will be checked and reported to the depositor.  The depositor requests to receive a subculture resulting from the yearly viability test:  Yes  No  2.5 The depositor will validate the authenticity of one of the samples from the batch that the depositary prepared for long-term storage. If this culture does not correspond to the expected characteristics, a replacement culture may be sent by the depositor or the Contract may be cancelled (expenses incurred will be charged).  2.6The biological material is only available to the depositor upon prior written request, or to third parties with the prior written consent of the depositor. The depositor or the third parties shall bear the risk and cost of the shipment of the requested Samples.  2.7The depositary shall restrict access to the Storage Facility to qualified staff. |
| 1. **Identification / typing**   The depositor requests to identify / type the biological material before preservation according to current taxonomy / methods e.g. to allow the confirmation of the scientific name as provided by the depositor (in article 4). This identification or typing is charged and reported separately (prices available on request).   |  |  | | --- | --- | | Yes | No  BCCM/LMG accepts no liability that the preserved material corresponds to the scientific name given in article 4 | |
| 1. **Strain Information**   4.1 Strain designation  Scientific name (as specified by the depositor):  Depositor’s reference (number and/or symbols given to the material by the depositor):  4.2 Recommended growth conditions (as attachment if necessary)  Medium (attach formula):  Incubation temperature:  Light requirements:  Oxygen relationship:  Special gas requirements:  Other requirements:   * 1. Applicable preservation methods  |  |  |  |  | | --- | --- | --- | --- | | Lyophilisation | Yes | No | Unknown | | Cryopreservation | Yes | No | Unknown |   Recommended conditions (suspending fluid, cryoprotectant, cooling rate, etc.) :  4.4 Risk assessment of the strain   |  |  |  |  | | --- | --- | --- | --- | | Hazardous to humans | Yes, risk group: | No | Unknown | | Hazardous to animals | Yes, risk group: | No | Unknown | | Hazardous to plants | Yes, risk group: | No | Unknown |   Disease name and symptoms:  The strain has been genetically modified (GMO)?  Yes  No  If yes, please provide biosafety risk groups (parent strain(s), donor organism(s) of DNA, vector, etc.):     * 1. Safety precautions (e.g. for GMO containment level according to EU Council Directive 98/81/EC and updates):      * 1. Other remarks: |
| 1. **Liabilities**   5.1 The depositary does not make any representation nor acknowledges any information nor assumes any liability concerning the nature or quality of the strain.  5.2 The deposited strain will be handled with utmost care according to the prevailing professional methods. However, as the deposit concerns living biological material, the depositary cannot, in any case, be held responsible for temporary or permanent changes of properties that might occur during preservation or storage. The depositary cannot be held responsible in case of loss due to force majeure. |
| 1. **Indicative costs**   Please visit our web site <https://bccm.belspo.be/pricelists/lmg-pricelist>. |
| 1. **Duration & Invoices**   7.1 The Contract is for an indefinite period starting on the date of receipt of the strain. The Contract is automatically continued and invoiced for the annual maintenance fee and the mailing of the subculture resulting from the yearly viability test (if applicable, see article 2) are sent on a yearly basis.  7.2 The Contract can be terminated each year up to one month before the next coming year by sending form F408 to the depository.  7.3 If the depositor does not pay the annual safe deposit fees within one month after a written reminder sent by the depositary, the depositary will terminate the Contract and destroy the biological material. Notwithstanding the termination the depositor is obliged to pay all costs incurred prior to this termination. |
| 1. **Protection of personal data**   The personal data processed in the framework of this deposit will be handled in conformity with the personal data protection statement of the BCCM-consortium (<https://bccm.belspo.be/legal/disclaimer>). |
| 1. **General**   9.1 Human Rights: The parties ensure that they shall respect human rights. Each of the parties may terminate the agreement with immediate effect by giving notice to the other party if the other party is involved in a serious violation of human rights.  9.2 Waiver of rights: If a party fails to enforce, or delays in enforcing, an obligation of the other party, or fails to exercise, or delays in exercising, a right under this Contract, that failure or delay will not affect its right to enforce that obligation or constitute a waiver of that right. Any waiver of any provision of this Contract will not, unless expressly stated to the contrary, constitute a waiver of that provision on a future occasion.  9.3 No agency: Nothing in this Contract creates, implies or evidences any partnership or joint venture between the parties, or the relationship between them of principal and agent. Neither party has any authority to make any representation or commitment, or to incur any liability, on behalf of the other.  9.4 Entire agreement: The Contract constitutes the entire agreement between the parties relating to its subject matter. Each party acknowledges that it has not entered into the Contract on the basis of any warranty, representation, statement, agreement or undertaking except those expressly set out in the Contract. Each party waives any claim for breach of the Contract, or any right to rescind this agreement in respect of, any representation which is not an express provision of the Contract. However, this clause does not exclude any liability which either party may have to the other (or any right which either party may have to rescind the Contract) in respect of any fraudulent misrepresentation or fraudulent concealment prior to the execution of the Contract.  9.5 Formalities: Each party will take any action and execute any document reasonably required by the other party to give effect to any of its rights under the Contract, or to enable their registration in any relevant territory provided the requesting party pays the other party’s reasonable expenses.  9.6 Amendments: No variation or amendment of the Contract will be effective unless it is made in writing and signed by each party's representative.  9.7 Governing law: This Contract is governed by, and is to be construed in accordance with Belgian Law. The courts of East-Flanders, department Gent, will have exclusive jurisdiction to deal with any dispute which has arisen or may arise out of or in connection with this Contract, except that either party may bring proceedings for an injunction in any jurisdiction. |
| 1. **Signatures**   This form can be provided as a hardcopy or as an electronically signed version via e-mail (scan/.pdf). Delivery of the fully executed copy via e-mail (scan/.pdf) or via an electronic signature system shall have the same force and effect as delivery of an original hard copy.    The Depositor The Depositary   |  |  |  | | --- | --- | --- | | Date: |  | Date: | | Name\*: |  | Name: | | Function\*: |  | Function: | | Signature: | | Signature: | |