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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: <http://bccm.belspo.be/about-us/bccm-lmg> |  | **BCCM/LMG use only**  LMG accession number:  Date of receipt: |

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| 1. **Contract partners**   The depositary:  Ghent University, hosting the BCCM/LMG Bacteria Collection (hereafter referred to as BCCM/LMG) represented here by the person mentioned in article 8,  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 8.  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 biological material at BCCM/LMG does not interfere with the property rights concerning the strain and its progeny. The information related to the biological material and the depositor remains strictly confidential and shall not be publicly catalogued or otherwise disclosed to any third party. Subcultures will be distributed only to the depositor or to third parties with the prior written agreement of the depositor. Subcultures and any information concerning the biological material and its progeny may not be used in any way by the depositary, other than for the purposes of this agreement.  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 only by cryopreservation (10 vials).  2.4 The following quality control tests will be carried out by the depository in the frame of this contract:  - The viability and purity shall be checked upon deposit and when preparing a new batch.  - Once a year 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 safe deposit contract may be cancelled (expenses incurred will be charged). |
| 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. **Discharge of responsibility**   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 exceptionally occur during preservation or storage. The depositary cannot be held responsible in case of loss due to extraordinary events or circumstances beyond the control of the parties, such as acts of nature, war, civil unrest, crime, etc. |
| 1. **Costs per strain**   Please visit our web site <http://bccm.belspo.be/pricelists/lmg-pricelist>. |
| 1. **Duration & Invoices**   The storage deposit is agreed for an undefined period starting on the date of receipt. The contract is automatically continued and the invoices for the annual maintenance fee and the mailing of the subcultures resulting from the yearly viability test (if applicable, see article 2) are sent on a yearly basis.  The contract can be terminated each year up to one month before the next coming year by sending form F408 to the depository with the chosen option for termination of the safe deposit.  Not responding to the depositary’s request for payment will result in the termination of the contract. Notwithstanding the termination of the contract, the depositor remains in charge of all costs encountered before the date of this termination. |
| 1. **Signatures**   Contract prepared in duplicate, of which each party receives one copy.  The Depositor The Depositary   |  |  |  | | --- | --- | --- | | Date: |  | Date: | | Name\*: |  | Name: | | Function\*: |  | Function: | | Signature: | | Signature: | |