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| BCCM/DCG Diatoms Collection  Ghent University  Laboratory Protistology & Aquatic Ecology Krijgslaan 281 – S8 9000 Gent  BELGIUM  Tel.: +32-(0)9-264 85 43, or +32-(0)9-264 85 10 E-mail: [bccm.dcg@ugent.be](mailto:bccm.dcg@ugent.be)  Website: <https://bccm.belspo.be/about-us/bccm-dcg>  Twitter: [@BccmCollections](https://twitter.com/bccmcollections?lang=en)  LinkedIn: [BCCM Collections](https://www.linkedin.com/company/bccm-belgian-coordinated-collections-of-microorganisms) | **BCCM/DCG use only**  Accession number: DCG ….  Date of receipt: . . / . . / . . . . |  |
| 1. **Contract parties**   The depositary:  Ghent University, hosting the BCCM/DCG Diatoms Collection (hereafter referred to as BCCM/DCG), is represented here by the person mentioned in article 11.  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 11.  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:   * 1. The depositary has the right to refuse microalgae strains (in case of e.g. unviable microalgae, damages to the recipient containing the strains). In case of non-acceptance, the depositary will send a written notification to the depositor and temporarily store the microalgae strains at appropriate conditions as indicated in article 4.3. In case the depositor requests to return the rejected strains, the depositor shall bear the risk and cost of such return. If the depositor does not reply within 10 calendar days after notification, the depositary has the right to destroy the microalgae strains.   2. The deposit of the microalgae strain(s) at BCCM/DCG does not interfere with the property rights concerning the strain(s) and its (their) progeny(ies). The information related to the strain(s) and the depositor remains strictly confidential and will not be publicly catalogued or otherwise disclosed to any third party. The strain(s), its (their) progeny(ies) and any information may not be used in any way by the depositary, other than for the purposes of this Contract.   3. For microalgae strains provided by the depositor as liquid cultures, a minimum of 3 attempts shall be made to cryopreserve the algae cells. If the cryopreservation of the microalgae is successful, a total of 9 cryovials with frozen cells will be stored in the depositary’s cryogenic Storage Facility at a temperature between the operating standards (see article 2.4). If cryopreservation of the cells is unsuccessful, the microalgae strains will be stored in the depositary’s incubator Storage Facility at temperature and light conditions between the operating standards (see article 2.4). The parties agree that, as long as these operating standards are maintained, the integrity of the biological material is presumed to be guaranteed. | |  |
| * 1. Description Storage Facilities: * Operating standards cryogenic storage:   -170 °C to -196 °C, with a default temperature of -178 °C, for storage of the cryovials in a liquid nitrogen cryovessel.   * Operating standards incubator storage:   Light intensity of 1-30 µmol photons m-2 s-1 with a light: dark period of 6h:18h at a temperature of 10 ± 2 °C or 15 ± 2 °C or 18 ± 2 °C, for storage of liquid cultures.   * 1. The depositor agrees that the biological material is suitable to be preserved under these operating standards.   2. Additionally, microalgae will be stored at a second location as a back-up.   3. 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.   The depositor requests to receive a subculture resulting from the yearly viability test:  Yes  No   * 1. The depositor will validate the authenticity of one of the Samples from each batch of Samples that the depositary prepared for long-term storage. If this culture does not correspond to the expected characteristics, a replacement may be sent by the depositor or the Contract may be cancelled (expenses incurred will be charged).   2. The 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.   3. The depositary shall restrict access to the Storage Facility to qualified staff. | |  |
| 1. **Identification**   The depositor requests to identify the biological material before preservation according to current taxonomy and methods e.g. to allow the confirmation of the scientific name as provided by the depositor (in article 4). This identification is charged and reported separately.   |  |  | | --- | --- | | Yes | No  BCCM/DCG accepts no liability that the preserved material corresponds to the scientific name given in article 4. | | |  |
| 1. **Information related to the strain**    1. Strain designation:   Scientific name (as specified by the depositor):  Depositor’s reference (number and/or symbols given to the material by the depositor):   * 1. 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:  |  |  |  |  | | --- | --- | --- | --- | | Cryopreservation | Yes | No | Unknown | | Continuous culture | Yes | No | Unknown |   Recommended conditions (suspending fluid, cryoprotectant, cooling rate, etc.): | |  |
| * 1. Risk assessment:  |  |  |  |  | | --- | --- | --- | --- | | 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. **Monitoring temperature and light conditions and Emergency procedure**    1. The storage temperature and light conditions of the Samples in the Storage Facility are monitored using a monitoring system specific to the Storage Facility. The depositor accepts that the monitoring system is sufficiently reliable for the purpose of secured storage.    2. The Log (file), being the (digital) data reports on historical storage temperature and light settings as generated manually or by a monitoring software system, is the evidence of compliance with the storage conditions as described in article 2.    3. In case of downtime of the logging system, compliance with the storage conditions as described in article 2 is presumed if the last available Log indicates that the temperature and light conditions within the Storage Facility are within the operating standards (see article 2.4) and if the first available temperature and light measurements after restoring the logging service show that the temperature and light settings within the Storage Facility do not deviate from the operating standards given in article 2.4.    4. If the monitoring system should indicate that the temperature and light conditions inside the Storage Facility deviate from the operating standards given in article 2.4, the depositary shall initiate a procedure of emergency transfer of the Samples to a backup storage device to maintain the viability of the biological material. Monitoring of the temperature and light settings in this backup storage device will be carried out, at least daily. | |  |
| 1. **Indicative costs**   Please visit our website <https://bccm.belspo.be/pricelists/dcg-pricelist>. | |  |
| 1. **Duration & Invoices**   7.1 The Contract is for an indefinite period starting on the date of receipt of the Samples. The Contract is automatically continued and invoiced for the annual maintenance fee and the mailing of the subculture(s) resulting from the yearly viability test (if applicable, see article 2) on a yearly basis.  7.2 The Contract can be terminated each year up to one month before the next calendar year by sending form F408, to the depositary.  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. **Liabilities**   8.1 The originally deposited Samples are stored ‘as is’ in the Storage Facility. The depositary does not make any representation nor acknowledges any information nor assumes any liability concerning the nature or quality of the Samples.   * 1. The deposited Samples 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 storage. The depositary cannot be held responsible in case of loss due to force majeure.   2. In case of breach of the storage conditions and/or procedures, the parties shall immediately confer to determine in good faith the measures to be taken in order to limit the potential damage to the Samples. However, if the integrity of the Samples becomes highly uncertain due to severe breach of the storage conditions and/or procedures, the depositary shall indemnify the depositor by paying a one-off fixed amount of 30 EURO per damaged safe deposit Sample. Subsequently, the damaged Sample(s) will be destroyed. | |  |
| 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**    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.    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.    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.    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.    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.    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.    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. | |  |

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| 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: |  | |