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| BCCM/DCG Diatoms Collection  Ghent University - Laboratory Protistology & Aquatic Ecology Krijgslaan 281 – S8 9000 Ghent BELGIUM  Tel.: +32-(0)9-264 85 11 or +32-(0)9-264 85 10 Fax: +32-(0)9-264 85 99 E-mail: [Koen.Sabbe@ugent.be](mailto:Koen.Sabbe@ugent.be) or [Olga.Chepurnova@UGent.be](mailto:Olga.Chepurnova@UGent.be)  Web site: <http://bccm.belspo.be/about-us/bccm-dcg> |  | **BCCM/DCG use only**  DCG accession number:  Date of receipt: |
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| 1. **Contract partners**   The depositary:  Ghent University, hosting the BCCM/DCG Diatoms Collection (hereafter referred to as BCCM/DCG) 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.:  Fax:  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 depositor deposits the strain in the BCCM/DCG collection. This deposit 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 shall not be publicly catalogued or otherwise disclosed to any third party. Cultures shall be distributed only to the depositor or to third parties with the prior written agreement of the depositor. Cultures and any information concerning the strain and its progeny may not be used in any way by the depositary, other than for the purposes of this agreement.  2.2 The strain shall be preserved by cryopreservation (9 vials with frozen cells, stored over liquid nitrogen with a backup in another cryovessel) or in liquid medium in two different incubators if cryopreservation failed.  The viability and purity shall 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  2.3 The depositor will validate the authenticity of one of the samples from each batch of freeze-dried samples 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/DCG 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: | | |

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| 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**  |  |  | | --- | --- | | * Viability, authenticity and purity check, preservation and the first year of safe-keeping | 205 Euro | | * Annual maintenance fee, including a yearly viability report and supply of a subculture | 84 Euro | | * Supply of a subculture | 54 Euro | | * Preparation of a new batch of samples for long-term storage\* | 160 Euro |   \* A new batch of samples is prepared when necessary, for example when the batch is depleted.  Prices are VAT excluded. Prices may be modified without prior notice, please visit our web site <http://bccm.belspo.be/pricelists/dcg-pricelist> for updates. |
| 1. **Duration & Invoices**   The safe deposit is agreed for a period starting on the date of receipt and ending according to the options below. The depositor requests one of the options by ticking the corresponding box.  **Undefined period** – the contract is automatically continued. It can be terminated in writing each year up to one month before the coming year.  Invoices 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.  **Defined period** – the contract ends after a predefined number of years, as indicated below. After this period the contract can be extended.  Requested initial period in years:  One invoice covering the full contract period and the mailing of the subcultures resulting from the yearly viability tests (if applicable, see article 2) is sent at the start of the contract.  At the end of the contract period the depositary will send to the depositor form F408 with options for extension or definitive termination of the safe deposit, transfer of the material to the public status, or destruction of the remaining material stored. If, after every reasonable effort by the depositary to contact the depositor, no reply from the depositor is received, the strain(s) will be at the disposition of the depositary and may be destroyed.  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: |   \*In case the depositor is a legal entity, name and function of the authorised representing person should be given. |