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| BCCM/LMG Bacteria Collection  Ghent University – Laboratory for Microbiology  K.L. Ledeganckstraat 35  9000 Gent  BELGIUM  Tel.: +32 (0)9 264 51 08  E-mail: [bccm.lmg@ugent.be](mailto:bccm.lmg@ugent.be)  Website: <http://bccm.belspo.be/about-us/bccm-lmg>  Twitter: [@BccmCollections](https://twitter.com/bccmcollections?lang=en) |  | **BCCM/LMG use only**  Contract number:  Date of receipt:  STPM number(s): |
| BCCM/LMG accepts bacterial strains not exceeding biocontainment level 2 following the EU directive 2009/41/EC and its updates. |

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| 1. **Contract partners**   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 9.  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 9.  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**    1. The depositary has the right to refuse vials (in case of e.g. damages). In case of non-acceptance, the depositary will send a written notification to the depositor and temporarily store the vials at  -80°C. In case the depositor requests to return the rejected vials, 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 vials.    2. The deposit of the listed biological material at BCCM/LMG does not interfere with the property rights concerning the biological material. The information related to the biological material and the depositor remains strictly confidential and will not be publicly catalogued or otherwise disclosed to any third party.    3. The biological material, specified in annex (F412), will be stored without cultivation or manipulation and without any quality control testing in the depositary’s cryogenic Storage Facility at a temperature between the operating standards (the upper limit is hereinafter referred to as the ‘Critical Temperature’). The parties agree that, as long as these operating standards are maintained, the integrity of the biological material is presumed to be guaranteed.    4. Description Storage Facility:   Operating standards:  -100°C to -196°C , with a default temperature of ± -180°C for storage in liquid nitrogen  2.5 Storage boxes:  Storage boxes provided by:  Depositary  Depositor\*1  \*1 The depositor can provide his own storage boxes in consultation with the depositary.  Format:  Standard lidded case(s) with dividers providing storage space for up to 81 Samples.  Other format (+ size):  2.6 The depositor guarantees that the vials and the biological material are suitable to be preserved under these operating standards.  2.7 The biological material is only available to the depositor, upon prior written request. The depositor shall bear the risk and cost of the shipment of the requested Samples.  2.8 The depositary shall restrict access to the Storage Facility to qualified staff. |
| 1. **Monitoring temperature conditions and Emergency procedure**    1. The storage temperature of the Samples in the Storage Facility is monitored using the monitoring system specific to the Storage Facility. The depositor accepts that the monitoring system is sufficiently reliable for the purpose of secured cryogenic storage.    2. The Log (file), being the (digital) data reports on historical cryogenic storage temperature as generated by a monitoring software, is the evidence of compliance with the storage conditions as described in clause 2.    3. In case of downtime of the logging system, compliance with the storage conditions as described in clause 2 is presumed if the last available temperature Log indicates that the temperature within the Storage Facility is within the operating standards and if the first available temperature measurement after restoring the logging service shows that the temperature within the Storage Facility does not exceed the Critical Temperature.    4. If the temperature inside the Storage Facility should rise above the Critical Temperature as indicated by the monitoring system, the depositary shall initiate a procedure of emergency transfer of the Samples to a backup cryogenic storage device (-80° Celsius freezer) within 24 hrs. Monitoring of the temperature in this backup cryogenic freezer will be carried out, at least daily. |
| 1. **Indicative costs**   Please visit our website http://bccm.belspo.be/pricelists/lmg-pricelist. |
| 1. **Duration & Invoices**    1. The contract is for an indefinite period starting on the date of receipt of the Samples. The fees for the annual storage will be invoiced yearly.    2. The contract can be terminated each year by sending form F413 to the depositary at least one month before the end of the next coming year.    3. If the depositor does not pay the annual storage fee within one month after written notification 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**    1. The 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.    2. 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.    3. 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 Sample as stipulated in the annex F412. 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 (<http://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. |
| 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: |  | |