|  |  |  |
| --- | --- | --- |
| BCCM/MUCL  Mycothèque de l’Université catholique de Louvain  Croix du Sud 2, box L7.05.06  1348 Louvain-la-Neuve BELGIUM  Tel.: + 32-(0)10 47 37 42  E-mail: [bccm-mucl@uclouvain.be](mailto:bccm.mucl@uclouvain.be)  Website: <http://bccm.belspo.be/about-us/bccm-mucl> |  | **BCCM/MUCL use only**  Our reference:  Date of receipt: |
| BCCM/MUCL accepts strains of filamentous fungi, yeasts and arbuscular mycorrhizal fungi, excluding human or animal pathogenic species as mentioned in the EU Council Directive 2000/54/EC or its updates. |
|  |

|  |
| --- |
| 1. **Contract Parties**   The depositary:  The Université catholique de Louvain (UCLouvain), hosting the Mycothèque of the Université catholique de Louvain (hereafter referred to as BCCM/MUCL) 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 the 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(s)\* mentioned in article 4 under the following conditions:  \*If several Strains are submitted, please complete one form for each group of Strains with the same characteristics listed in article 4.   * 1. The depositary has the right to refuse any Petri dishes or tubes (e.g. in case of damages). In case of non-acceptance, the depositary will send a written notification to the depositor and temporarily store the Petri dishes or tubes, individually sealed, at an ad hoc temperature. In case the depositor requests to return the rejected Petri dishes or tubes, 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 Petri dishes or tubes.   2. The deposit of the Strain(s) at BCCM/MUCL 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) and 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. The Strain(s) shall be preserved, according to the prevailing operating standards, by ad hoc preservation methods, including cryopreservation, grown on agar slants and preserved under sterile mineral oil and under water, if appropriate, by freeze-drying, and for Strain(s) of arbuscular mycorrhizal fungi, by continuous culture.   The Parties agree that, as long as these operating standards are maintained, the integrity of the biological material is presumed to be guaranteed (cf. article 7).   * 1. The depositor agrees that the biological material is suitable to be preserved under these operating standards.   2. 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 subculture of each preserved Strain, derived from the cryopreserved batch, or continuous culture, that the depositary prepared for long-term storage. If this subculture does not correspond to the expected characteristics, a replacement subculture 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 Strain(s).   3. The depositary shall restrict access to the Storage Facility to qualified staff. |
| 1. **Identification/typing**   The identification of the Strain(s) before preservation, according to current taxonomy/methods e.g., to confirm the scientific name as provided by the depositor (in article 4), is mandatory. This identification is charged and reported separately (prices available at <http://bccm.belspo.be/pricelists/mucl-pricelist>).  In case of non-conformity of our in-house identification with the scientific name as provided by the depositor (in article 4), the depositor should accept the deposit under the new name by signing the adapted Contract. |
| 1. **Strain Information**  |  |  |  | | --- | --- | --- | | Scientific name  *As specified by the depositor* | Depositor’s reference  *Number and/or symbols given to the material by the depositor* | MUCL accession number  *Assigned by BCCM/MUCL* | |  |  |  | |  |  |  | |  |  |  | |  |  |  | |  |  |  |  * 1. Organism:  Filamentous fungus   Yeast  Arbuscular mycorrhizal fungus (AMF)  Genetically modified (GMO)?  Yes  No  If yes, please provide biosafety risk groups (parent Strain(s), donor organism(s) of DNA, vector, etc.):     * 1. Recommended growth conditions (as attachment if necessary)   Medium (provide its composition if possible):  Incubation temperature:  Light requirements:  Sensitivities, resistances, auxotrophies of mutants:  Other requirements:   * 1. Applicable preservation methods  |  |  | | --- | --- | | Continuous culture (non-standard costs) | Lyophilisation | | Culture under mineral oil | Cryopreservation | | Culture under water |  |  * 1. Risk assessment of the Strain(s)  |  |  |  |  | | --- | --- | --- | --- | | Hazardous to humans? | Yes, risk group: | No | Not aware of such properties | | Hazardous to animals? | Yes, risk group: | No | Not aware of such properties | | Hazardous to plants? | Yes, risk group: | No | Not aware of such properties |   Disease name and symptoms:   * 1. Safety precautions (e.g. for GMO containment level according to EU Council Directive 98/81/EC and updates):   2. Other remarks: |
| 1. **Indicative costs**   Please visit our website <http://bccm.belspo.be/pricelists/mucl-pricelist>. |
| 1. **Duration & Invoices**   6.1 The Contract is agreed for an undefined period starting on the date of reception of the Strain(s) under the suspensive condition that verification of viability, purity, identification, and stock preservation have been completed successfully as confirmed by the signature of the Contract by the depositary. 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.  6.2 The Contract can be terminated each year up to one month before the next calendar year by sending form F408, to the depositary.  6.3 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**   7.1 The originally deposited Strain(s) is/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 properties of the Strain(s).  7.2 The deposited Strain(s) will be handled with utmost care according to the prevailing professional methods (cf. 2.4, 2.5). However, as the deposit concerns living biological material, the depositary cannot, in any case, be held responsible for temporary or permanent changes of any properties that might occur during storage.  7.3 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 Strain(s). If the integrity of the Strain(s) becomes highly uncertain due to severe breach of the storage conditions and/or procedures, the depositary’s total liability shall not exceed the total contract value. The depositary shall neither be liable to the depositor for any indirect, punitive or consequential damages, or for lost profits, lost data or loss of use damages, except in case of wilful misconduct or fraud. Subsequently, the damaged Strain(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**   9.1 Compliance: The Parties ensure that they shall respect any national or international laws and regulations. Each of the Parties may terminate the Contract with immediate effect by giving notice to the other Party if the other Party is involved in a serious violation of any national or international laws and regulations.  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 Severability: If any provision of this Contract is held unenforceable, the provision shall be severed and the remainder of this Contract will continue in full force and effect.  9.6 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.  9.7 Amendments: No variation or amendment of the Contract will be effective unless it is made in writing and signed by each Party's representative.  9.8 Force majeure: Neither Party shall be liable to the other for any delay or non-performance of its obligations hereunder arising from an event constituting Force Majeure. The Party whose performance is prevented or delayed shall give prompt written notice to the other Party of the event and shall be excused from performance to the extent delayed or prevented by Force Majeure, provided that the Party whose performance is prevented or delayed shall take reasonable steps to avoid or remove such causes of non-performance and shall resume performance whenever and to the extent such causes are removed. If it appears that performance shall be interrupted for more than ninety (90) days due to Force Majeure, either Party may terminate this Contract.  9.9 Governing law: This Contract is governed by, and is to be construed in accordance with Belgian Law. The courts of Brussels 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: |  | |