

**CABI Genetic Resources Collection
Safe Deposit Enquiry Form**



GRCF 37 I-1

CABI offers a confidential safe deposit service. Cultures of fungi or bacteria are provided to CABI and then cultured and prepared for preservation. Strains will be stored as freeze-dried ampoules and/or in liquid nitrogen to ensure long-term viability. Strains are then stored for as long as required by the client. Further information about CABI's safe deposit can be found on Page 4 of this form. Please complete this form and return to us at the address below, so that we may assess your request and provide a quotation.

REQUESTER DETAILS:

Name		Position held	
CABI Office		Theme	
Telephone		Fax	
Email Address			

SHIPPING ADDRESS:

Contact Name			
Organisation			
Address			
Country		Post or Zip Code	
Telephone			

Please answer the following questions:

How many strains do you wish to submit for safe deposit?	
Are your organisms isolated from human / animal sources or designated as Hazard group 3 or 4?	
Are the organisms that you wish to deposit genetically modified?	
Were your organisms collected in accordance with criteria set by the Convention on Biological Diversity?	
Do you require advice on how to prepare your organisms prior to deposit?	
When would you require the deposit to be made by?	
What level of service do you require	STANDARD GOLD:

Please list the organisms that you wish to deposit in Page 2 of this Form

AUTHORISED SIGNATORY (Deposits will not be accepted without an authorised signature)

Signature			
Print Name			
Position Held		DATE	

By signing this document, you agree to CABI's Conditions of Deposit which are found on Page 3 of this form

Please post, fax or email this form to the following address:

CABI, Bakeham Lane, Egham, Surrey TW20 9TY, UK
Telephone: +44 [0]1491 829080; Fax: +44 [0]1491 829100 E-mail: deposits@cabi.org

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Organism name			
Depositors Strain Designation			
Growth Media and Incubation Temperature			
Special Requirements			
Isolated From			
Microbial Hazard Group		Is the organism genetically modified?	
Do you require confirmation of identification (there is an extra charge for this service)			

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Safe Deposit of Microorganisms and / or their Derivatives: CONDITIONS OF DEPOSIT

"Genetic Resource(s)" includes, but is not limited to, fungi and bacteria and any other material of other origin (including DNA, derivatives and metabolic extracts) and the genetic resources contained therein.

"Replicate" means any biological material that represents a substantially unmodified copy of the Genetic Resource such as, but not limited to, material produced by growth of the microorganisms or amplification of its components.

"Material" shall mean the microbial, or fungal biological material transferred to CABI under this Agreement.

"Third Party" shall mean any person other than the Depositor of the genetic resource and CABI.

Conditions of Acceptance

You confirm that the genetic resource provided by you to CABI has not been used or is not intended for human in vitro use. You agree that the material is not designated as a Hazard group 2 or 3 organism and is not a known human pathogen. Further, that the Genetic Resource is not toxic, carcinogenic, mutagenic or pathogenic under certain conditions. The depositor assumes all risk and responsibility to ensure that the genetic resource is supplied to CABI in a safe and pertinent manner. This includes the handling (including containment of pathogens), storage and dispatch. The depositor undertakes that any activity undertaken with the genetic resource has been conducted in compliance with all applicable national and international guidelines, laws and regulations. The depositor certifies that the Genetic Resource(s) received under the terms of this agreement have been collected and used in a bona fide and sustainable way, and in respect of the principles laid down in the Convention on Biological Diversity (CBD). Nothing in this agreement shall be construed as changing the rights and obligations of Parties under the CBD. The agreement fully complies with Article 15 of the CBD, which recognises the sovereign rights of States over their natural resources. Materials are stored under this agreement on the understanding that they were collected either before the CBD came into force or with Prior Informed Consent [PIC] (where procedures are in place and recognised authorities exist). The depositor is obliged to uphold the mutually agreed terms of the PIC; the Depositor undertakes to ensure these are notified, if over and above this agreement. Subject to payment of fees, CABI will not distribute, sell, lend or otherwise transfer the Genetic resource to any third party without written authority from the depositor.

Disclaimer

CABI shall not be liable for any loss or non-performance of the genetic resource or obligations under this Agreement arising from any cause beyond its reasonable control including, without limitation, any of the following: Act of God, governmental act, war, fire, flood, explosion, civil commotion or industrial disputes of a Third Party or impossibility of obtaining gas or electricity or materials. Subject to the affected party promptly notifying the other party in writing of the cause and the likely duration of the cause, the performance of the affected party's obligations, to the extent affected by the cause, shall be suspended during the period the cause persists. Under no circumstances will CABI be liable for any damages, losses or expenses (may they be indirect, incidental or consequential) of any kind in connection with or arising out of the genetic resource or this agreement, even if CABI has been advised of the possibility of such damages. In no event shall CABI's cumulative liability exceed the monies paid by customer under this agreement.

CABI is not responsible if the organism fails to survive, undergoes mutation or any other change as a result of the preservation regimes used. CABI uses state of the art preservation techniques to ensure the stability and viability of the genetic resource but cannot guarantee the long term viability of every organism due to the inherent instability and unpredictability of certain classes of biological material. CABI is not responsible for any damage arising during shipping to CABI or for user incompetence or for inappropriate storage preceding receipt. The resolution for breach of this undertaking is, at CABI's bequest (exclusive of shipping and handling charges), a refund of the final years storage fee paid to CABI (if any). The resolution applies under the condition that Depositor has handled and stored the genetic resource appropriately prior to deposit and after receipt from CABI. Any additional assistance or technical information provided by CABI are excluded from guarantee of any kind.

Compliance with Legislation

The customer is solely responsible for compliance with all applicable national and international, legislation, laws, statutes, and regulations. This MTA shall be governed by English law.

Intellectual Property

The Intellectual property rights remain with the depositor, unless otherwise noted to CABI in writing. In accordance with the CBD, the sovereign rights over Genetic Resources remain with their country of origin. CABI shall act on behalf of its member countries to ensure that ownership of all appropriate right and title concerning the genetic resource has been respected by the depositor. The Material, Replicates and Genetic Resource are subject to the restrictions noted in the "Condition of Acceptance" section above. The Customer agrees to acknowledge CABI as the designated safe keeper of the genetic resource. CABI retains all rights concerning brands and trademarks registered or owned by CABI.

Tax (es), tariffs and fees

The Customer is responsible for all duties, tax (es), tariffs and fees arising in connection with the deposit of the genetic resource. The Customer shall, upon demand, pay to CABI an amount equal to any such tax(es), duties, tariffs and permit fees actually paid or required to be collected or paid by CABI. CABI will reserve the right to dispose of the genetic resource or store it in its publicly available collection, if the depositor fails to pay any monies owing to CABI for the storage of the genetic resource. CABI will notify the depositor in writing prior to the disposal or deposit of any resource. Fees (annual storage charge) will become liable for next year of storage after the 1st December in any preceding calendar year. The depositor will provide written notice to CABI one month prior to the start of a new calendar year that they no longer wish to continue storage in the CABI safe deposit system. One calendar month written notice is required for withdrawal of the genetic resource from the service. No refunds are given for 'incomplete' years of storage. CABI shall reserved the right to charge a fee for the onward transfer or disposal of the genetic resource.

Miscellaneous

This agreement and all documents incorporated herein by reference constitute the entire agreement between CABI and the Depositor. Nothing contained in this Agreement shall constitute a partnership between the Depositor and CABI. With respect to the Material, this agreement supercedes all previous agreements or representations. CABI may revise this agreement at any time. The revisions will be effective immediately making available the revised agreement to the Depositor. The version of the agreement is applicable to any Materials deposited by the Customer and shall be the version in effect at the time of deposit. The provisions contained within this Agreement shall be enforceable independently of each of the others and its validity shall not be affected if any of the others is invalid. If any of these provisions is void and would be valid if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid.

Correspondence: Any correspondence concerning the Deposit Agreement should be addressed, IN WRITING to Dr Joan Kelley, Executive Director Global Operations, CABI, Bakeham Lane, Egham, Surrey TW20 9TY, UK.

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FURTHER INFORMATION Cultures of fungi or bacteria are provided to CABI, cultured and prepared for preservation. Strains will be stored as freeze-dried ampoules and/or in liquid nitrogen to ensure long-term viability.

Customers often find this service useful for important strains during research and development prior to application for a patent. All information concerning the depositor and the nature of the organism are treated in strict confidence. Access to Safe deposits is only possible through written request from the depositor. It is at the discretion of the depositor to terminate the deposit at any time and ask CABI to return or destroy the material held. However, annual payments will be due for any part years thereof.

If cultures are to be identified prior to storage, the current rates for that service apply (please contact us for further details)

Viability checks can be carried out during storage if requested. Cultures known to be unstable can be reprocessed at regular intervals as specified by the customer. Bespoke safe deposit regimes can be tailored upon request.

Current charges for the safe deposit are:

`Gold' option: Molecular strain definition of stored strains including comparison against type strains and biannual viability check	£585 GBP
Standard option: Preservation by two methods	£235 GBP
Administration and annual storage charge	£115 GBP
Biannual viability check, per strain	£ 55 GBP

Reduction for bulk deposits in a single batch are made as follows:

1-5	Standard charge
6-10	10% discount
10 and over	20% discount

Viability checks during storage can be carried out at a cost of £55 per check. A £115 fee is charged for each subsequent year of storage. While stocks last, depositors can request their cultures at any time (initially 12 ampoules are freeze dried; 10 are frozen and stored in liquid nitrogen) with a £50 administration fee + packing and postage. Batches of 20 or more cultures are accepted only by prior arrangement.

Prices are quoted in GBP Sterling. US Dollars can be used to make payments but are subject to exchange rate fluctuation. Prices given are excluding VAT which will be charged within the European Union at the rate applicable at the time of supply.

Postage & packaging – To meet postal and quarantine regulations (see <http://www.iata.com>). Samples must be labeled to be opened in the laboratory. All packaging and postage will be charged to the client at the current rate at the time of dispatch.

For sporulating organisms and bacteria, a minimum of six universal slants should be sent for each isolate (freeze drying and liquid nitrogen methods). For non sporulating organisms six large plates should be sent (liquid nitrogen and Oil or H₂O preservation). Please check before sending if in doubt. All deposits must be pre-arranged with staff before sending.

Upon request, replicates of the preserved deposit can be returned to the customer for checking. An additional fee of £50 is charged for this service, to cover the costs of courier delivery.

Microorganisms sent for long term maintenance (Safe Deposit) remain the property of the depositor. They will not be included into the CABI Genetic Resource Collection catalogue of strains and not supplied to third parties without the written authorization of the depositor. This kind of deposit is not suitable for patent purposes (for Patent Deposit please contact Mrs Sharon Lawrence: s.lawrence@cabi.org).

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