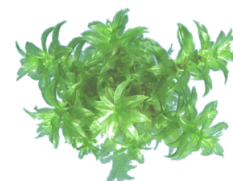


CONTRACT ON THE STORAGE OF BIOLOGICAL MATERIAL



Between (storing party):
Institution/company
.....
Address
.....
Manager, director, representative
.....
(Responsible scientist)
.....
(Contact address)

- hereinafter referred to as “storing party” -

and the

Albert Ludwig University of Freiburg
Fahnenbergplatz, 79085 Freiburg
**represented by the rector,
who is represented by Prof. Dr. Ralf Reski,
Institute of Biology II, as delegate of the administrative board for
the conclusion of contracts concerning the storing of biological
material**

**for the Faculty of Biology,
here: Institute of Biology II,
Plant Biotechnology**

- hereinafter referred to as “IMSC” -

upon the storing of moss plants in cryopreservation

Preamble

Moss cell cultures are precious goods and their loss can have expensive consequences. The protection of the exchange of valuable plant material will promote the research community active in the field of moss research and strengthen the scientific field of moss research at large.

The department of Plant Biotechnology of the Institute of Biology II of the University of Freiburg offers the freezing and long-term storing of *Physcomitrella* and other moss plants in liquid nitrogen under the name *International Moss Stock Center* (hereinafter referred to as IMSC).

The IMSC cryobank provides long-term conservation of living biological samples at temperatures of under -135 °C. IMSC offers industrial enterprises, research facilities, hospitals and other facilities the possibility to store back-up samples in its cryobank.

Storing at IMSC guarantees that moss lines described in publications will be available in the long term.

The safeguarding service of IMSC is expressly offered only as an additional backup to the storing party's own storage. Therefore, the safeguarding service of the IMSC cryobank should not be taken into consideration if it is to be used as the only storing for material to be conserved.

1. Subject matter of the contract and type of storing

1.1

The IMSC obligates itself to store the frozen and stockable cell sample/s (hereinafter referred to as “sample/s” or “material”) mentioned in appendix 1 in the IMSC cryobank in the gas phase of liquid nitrogen at a temperature of under -135 °C in suitable containers. The security of the storage will be monitored and documented.

The sample/s is/are a backup of the original sample/s conserved by freezing by the storing party. The storing party is obligated to conserve the original in his own stock during the entire contract period. If the sample/s transferred to IMSC is/are damaged or lost due to IMSC’s fault, the IMSC agrees to accept and store another backup of the original sample/s of the storing party within the scope of this contract.

The IMSC has no means to evaluate the commercial value of safeguarded cell cultures. The client and the department of plant biotechnology agree that the sample’s value is defined to be 0 €.

1.2

The material is stored in special freezer containers in the gas phase of liquid nitrogen at a temperature of -135 °C or below. Special safekeeping inventory will be inserted into the liquid nitrogen freezing storages, which are designed for gas phase storing with standardized surveillance system and are permanently maintained by an external specialized company.

Upon request, two samples are prepared and deep-frozen. After two weeks, one of the two samples is taken out, cultivated on Knop medium and returned to the owner for trial (testing of the regeneration, intactness, etc.).

1.3

The IMSC reserves the right to refuse the acceptance of cell samples that are not suitable for storing in the cryobank or to send them back to the storing party after reasonable advance notice.

1.4

The storing party is obligated to provide the IMSC in advance with all the required information on the sample so that a potential risk of IMSC’s employees and the remaining stored goods can be assessed and excluded by means of suitable measures. As far as the storing party knows about or learns about the risk potential of the stored sample, she/he has to immediately inform the IMSC.

The storing party is responsible to contact the national customs authority and delivery authority in case of a potential danger that can be caused by the samples to be stored.

The storing party is also responsible for the observation of the currently effective national provisions, e.g. import regulations. The IMSC is not liable for the breach of legal provision or other specifications by the storing party.

The storing party is exclusively responsible for the insurance or other financial coverage of the samples.

1.5

With this contract, the IMSC is exclusively under an obligation to the storing party. The storing party assures that it is the owner of the samples.

The services of the IMSC resulting from this contract are under reserve of admissibility by law.

1.6

The storing party provides IMSC with a fax and telephone number where the client can be reached within 2 hours on weekdays and within 48 hours on Sundays and holidays.

In case of a change of address, the storing party immediately informs the IMSC in order to ensure his reachability for information or questions.

1.7

Qualified IMSC employees process all the safeguarded material. The receipt of the material at the IMSC is documented.

The entire inventory required for the safeguarding will be stored in securely locked cooling units that are only accessible to the persons supervising the storage and to qualified storage employees.

1.8

All cooling units are equipped with standardized alarm systems ("Biosafe Control" of Cryotherm GmbH & Co), which monitor temperature and level of the liquid nitrogen. If one of the two parameters deviates from the desired value, the responsible supervising personnel is alarmed by e-mail or SMS.

The temperature of the cooling units is reached by adjusting the level of the liquid nitrogen. In this manner, a temperature not exceeding -135 °C is guaranteed in the upper area of the storage container.

All cooling tanks are equipped with sensors measuring the liquid level. Electronic control devices emit electronic alarm signals in case of insufficient liquid level, if a refill is required, a refill is connected or if the liquid level is too high. All units are equipped with control elements for automatic and manual filling.

The corresponding container temperature is monitored and protected by a computer program ("Biosafe Control"), which activates the alarm system of the overall installation as soon as the temperature is outside of the normal range. The alarm system itself is monitored.

In addition, individual inspection patrols are carried out at regular intervals.

All cooling tanks are located in protected IMSC rooms that can be accessed by authorized personnel only. Persons assigned to work in these rooms will be instructed on the correct work with material in cryostorage and the correct way of storing, taking out and handling of this unit in order to guarantee the integrity of the samples at all times.

1.9

All material forwarded to the IMSC for safeguarding remains the property of the storing party. The IMSC will neither release the material to third parties nor use it in any other way as long as the storing party does not explicitly instruct otherwise. To ensure that the IMSC is not wrong as to the ownership of the stored material, each deposit has to be appended with the "Application for safeguarding" (**Enclosure 1**). The material will be released only upon authorized written request of the storing party or her/his facility.

2. Acceptance of the samples to the stored and storage

2.1

As a rule, the samples to be stored can be accepted on any workday. The IMSC has to be informed at least 10 workdays in advance.

2.2

If the sample will be forwarded by a third party (e.g. by courier service), the conditions for acceptance according to sub-paragraph 2.1 apply too. Shipment takes place at the exclusive risk of the storing party.

The samples to be stored are to be sent together with the original of the contract signed by the storing party to the following address:

Albert-Ludwigs-Universität Freiburg
Fakultät für Biologie
Institut für Biologie II
Pflanzenbiotechnologie
- IMSC-
Schaenzlestrasse 1
79104 Freiburg
Deutschland

Send exploratory enquiries to the same address.

When the samples arrive, it is verified that they are axenic. The preparatory culture in the given media will prepare the individual plants for the freezing process. After having gone through a freezing process under controlled conditions, each cell line will be stored in the gas phase of liquid nitrogen at a temperature of -135 °C or below.

2.3

A number is assigned to all the samples to be stored, the allocation of which is only known to the storing party and the employees of the IMSC who are responsible for the safeguarding. Access to the storage data is limited and possible for authorized personnel only.

Every safeguarded sample is documented in writing. The documents include the correspondence, information as to the type of material, specification of the ownership as well as inventory data. With the exception of the localization code, these documents are property of the storing party. Copies of the original documents or the inspection thereof on the IMSC premises are available upon written request. Documents on cell cultures that have been removed from safeguarding and returned to the storing party or disposed of will be retained for a period of 10 years after the end of the safeguarding. At the end of these 10 years, the documents will be destroyed or returned to the storing party upon request and at the storing party's expense.

3. Termination of the storing, notice of cancellation

3.1

Both the storing party and the IMSC can cancel the contract by giving a month's notice to the end of the calendar year. If the storing party cancels the contract, the client has to the IMSC what is to be done with the stored samples at the end of the contract, i.e. when the sample will be collected or where it is to be sent or if it can be destroyed.

3.2

At the end of storing, the IMSC will destroy the material for an additional fee according to the valid price list of the IMSC upon written instruction of the storing party.

Upon request of the storing party, the stored samples will be thawed at the IMSC and the material will be returned to the client for an additional fee according to the valid price list of the IMSC (plus incurred transport costs). In case of early termination of the storing, no prorata costs will be reimbursed.

3.3

The non-response to IMSC letters or the non-payment of IMSC invoices concerning the renewal of the yearly safeguarding contract will be considered as abandonment of the stored material. The IMSC will undertake everything reasonable in good faith to contact the storing party. This includes the sending registered letters: If there is no response by the storing party, a concluding information letter will be sent specifying the date of the removal of the material from the storage and its disposal. The IMSC accepts no liability for the loss of material, which has been destroyed due to the abandonment of the storing party.

4. Return of stored samples

4.1

Upon request of the storing party or of a person designated in advance in writing, the stored material will be ready for pickup during the normal hours of operation of the IMSC after preliminary consulting with the IMSC. The required consulting has to be effected at least 10 workdays in advance. The IMSC will give the stored samples to the person showing the storage certificate.

4.2

Upon written request of the storing party with enclosed storage certificate, the IMSC will send the thawed samples to the storing party or a person designated by the storing party at the expense and the risk of the storing party. Transportation outside of the Federal Republic of Germany will take place only after preliminary agreement with the IMSC and on the basis of the relevant laws. In this case, the storing party bears all the costs. In addition, the storing party bears the costs for the reshipment of the samples (including those for the special container required for transportation).

5. Prices

5.1

For 5 years of safeguarding, the IMSC charges 200 € per stored sample. This includes the test for sterility, the precultivation of the plants (preparation for storing), the freezing procedure and the storing for 5 years.

5.2

For the production of two samples and the return of one of these samples 14 days after freezing, additional 50 € per stored sample will be charged. In addition, the storing party bears the costs for the return of the samples.

5.3

After five years of storage the IMSC will contact the depositors about further handling of their samples.

5.4

In case of termination of the storing and the written instruction of the storing party according to 3.2, paragraph 1, no fee will be charged for the destruction. If law does not permit destruction by means of autoclave and disposal with the domestic waste, the additional costs will be reimbursed to the IMSC. After issuing of the invoice, the costs will be refunded by the storing party.

5.5

In case of termination of the storing according to 3.2 paragraph 3, the samples stored at the IMSC will be thawed and the material will be returned to the storing party for a fee of 50 € per stored sample (plus incurred transport costs). In case of early termination of the storing, no prorata costs will be reimbursed.

6. Conditions of payment

6.1

The prices according to the relevant version of the IMSC price list apply. All services will be invoiced according to the prices specified in Item 5 in the version relevant at the time of assignment of the IMSC. Arising taxes and other compulsory charges due at the time when the invoice is issued have to be added to the prices according to Item 5.

6.2

The costs for the treatment of a sample are due upon the signing of the contract.

6.3

All invoices are to be paid immediately after reception without deductions and indication of the specified reference designation to the following account:

Baden Württembergische Bank
Kontonummer: 7438500955
Bankleitzahl: 600 501 01
IBAN: DE47 6005 0101 7438 5009 55
Referenz: BA 831811 (IMSC)

6.4

For delayed payments, interest on late payments amounting to 5 percent above the currently effective base rate of the European Central Bank will be charged.

7. Liability

7.1

The liability of the IMSC, its legal representatives and vicarious agents for neglect of duty and tort in cases of intent is unlimited. The remaining liability is limited to the amount of the fees paid to the IMSC by the storing party until three years prior to the occurrence of the liability according to sub-paragraph 6 for the corresponding sample.

7.2

The claims of the storing party due to the neglect of duty and tort become statute-barred after 12 months. This does not apply as far as the IMSC is liable due to intent or gross negligence.

The IMSC is not liable for the loss of viability of stored material that can be attributed to the exposure to sun during transportation or other transport damages or delays.

The IMSC does not assume liability for material that proves to be nonviable after the storing in the IMSC facilities. The storing party is responsible for testing the viability of the sample material to be stored at the IMSC. The IMSC treats foreign material to be stored with the same care and under the same stringent conditions as the material of its proper collection.

8. Contract period

This contract shall come into effect upon execution the term of this contract is 5 years.

9. Nondisclosure

All information that the IMCS received concerning the samples to be stored will be kept a secret with best possible efforts: Access to this information as well as to the localization codes (compare 2.3 above) for the stored samples is generally limited to a few particular individuals of the IMSC personnel. Except in cases where there is a legal duty to disclosure, no information will be given to third parties without prior written consent of the storing party. In no case, material of the storing party will be made available to third parties without prior written consent of the storing party.

The identity of all storing parties will be kept a secret by the IMSC. To take care of this need for secrecy, rigorous safety measures will be observed when treating enquiries about stored material. Therefore, all should be written on official paper of the storing party and signed by an authorized signatory person known to the responsible IMSC personnel. We advise against enquiries by phone.

10. Severability clause

10.1

Cancellation, alteration and amendment of the agreed conditions must be in written form.

10.2

If any provision of this contract shall be held entirely or partly invalid or unenforceable, the validity of the other provisions of this contract shall not be affected. The contracting parties are obligated to enter into a corresponding agreement that complies with the meaning of the invalid or unenforceable provision.

11. Applicable law

This contract is exclusively governed by German law to the exclusion of the German Kollisionsrecht (body of principles for deciding which of two or more competing or conflicting rules shall apply).

All disputes resulting from this contract are under the jurisdiction of the competent court in Freiburg i. Br., Germany.

Only the German version of the contract is the legally binding version between the contracting parties. The English version follows the German version.

Storing party:

.....

(Representative)

Date:

.....

(Responsible scientist)

Date:

For the University of Freiburg:

.....

Prof. Dr. R. Reski
Representative of the administrative board

Date:

