



Terms and Conditions of Deposit - Private Collections

1. The NCMA is able to hold collections of algae, bacteria and viruses for off-site storage and/or curation of privately owned strains. The strains will be kept perpetually cultured in liquid medium in the extensive pre-existing conditions of the NCMA and/or cryopreserved (the preferred option if it is possible to do so). Please note that the NCMA does not accept strains for perpetual culturing or cryopreservation with obvious fungal contamination.
2. Private Collections will not be displayed on the NCMA website and will not be made available to anyone, unless specified by the depositor. The depositor is responsible for shipping the culture(s) to the NCMA. Prior to shipping, the depositor must inform the NCMA of the assumed identity of the organism(s) in the private collection and culture conditions. When received, the strain(s) are checked for obvious contamination and the description provided by the depositor is confirmed. Successfully cryopreserved strain(s) will be stored in liquid nitrogen vapor for the agreed-to term.
3. Depositors will be billed upon acceptance of their Private Collection.
4. The NCMA will ship strain(s) back to the depositor once per year for a \$50 handling fee per shipment (depositor is also responsible for the shipping fee).
5. *If No Payment, Then No Storage:* The depositor can terminate a Private Collection Storage Agreement at anytime; *however*, no refund will be given for the then-current storage year. At the end of the agreed-to storage period, the NCMA will send a notice to the depositor specifying that they have thirty (30) days to inform the NCMA that they plan to: (i) extend or definitively terminate their Private Collection Storage Agreement, (ii) transfer ownership of their strain(s) to the NCMA at no cost to the NCMA or (iii) request destruction of their stored Private Collection. If, after reasonable effort by the NCMA to contact the depositor during the thirty-day notice period, no reply is received, then the stored Private Collection will be at the sole disposition of the NCMA and maybe destroyed.
6. The deposited strain(s) will be handled with the utmost care according to prevailing methods. However, as the deposit concerns living biological materials, the NCMA cannot, in any case, be held responsible for temporary or permanent changes of properties that might exceptionally occur during perpetual culturing or cryopreservation. The NCMA also cannot be held responsible in case of loss due to extraordinary events or circumstances beyond the control of the parties.
7. Not responding to the NCMA's request for payment due may result in the termination of a Private Collection Storage Agreement, in the NCMA's sole discretion.

(continued on next page)

The terms and conditions above are accepted as a condition of depositing the Materials with NCMA.

Signed: _____

Title and Organization: _____

Date: _____