

## Confidential Safe Deposit of Yeast Cultures

### Accession Form

*Please complete and sign this Accession Form and post to the NCYC at the following address:*

*The National Collection of Yeast Cultures  
Institute of Food Research  
Colney  
Norwich  
NR4 7UA  
UK*

1. Name of microorganism (genus and species) if known.

2. Depositor's Strain Designation.

3. Can the microorganism be preserved without significant changes to its properties;

- |  |                              |                             |                                    |
|--|------------------------------|-----------------------------|------------------------------------|
| (i) by freeze-drying (lyophilisation)? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Not known |
| (ii) in active culture?                | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Not known |
| (iii) in liquid nitrogen (-196°C)?     | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Not known |

4. Can the micro-organism be grown routinely in YM broth (0.3% yeast extract, 0.3% malt extract, 0.5% peptone, 1% glucose)?  Yes  No  Not known

*If the answer is other than "Yes", please specify growth requirements.*

5. If the deposit is a mixed culture, please describe the components and the methods for checking the presence of each component.

**6. Is the organism known to be or likely to be hazardous to:**

- |                       |                              |                             |                                    |
|-----------------------|------------------------------|-----------------------------|------------------------------------|
| (i) man?              | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Not known |
| (ii) animals/mammals? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Not known |
| (iii) plants?         | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Not known |
| (iv) the environment? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Not known |

*If the answer to any of the above questions (i) to (iv) is “Yes” please give details.*

**7. Does the organism contain recombinant DNA?**  Yes  No

*If the answer is “Yes” then please request and fill out a Risk Assessment form to enable our Institute genetic risk assessment committee to perform such an assessment. Please do not send cultures until our committee has completed their assessment. Information on the form will remain confidential within our committee. Names and other details of depositors will only be known to NCYC.*

**8. Name, full postal address, telephone number, fax number and email address of depositor.**

**9. Name and full postal address for invoice (if different than above).**

**10. Names and addresses of persons authorised to receive cultures.**



### Notes on Confidentiality:

- All information received by the NCYC concerning the strain deposited into the NCYC confidential safe deposit is kept securely and is entirely confidential between NCYC and the depositor.
- Each strain will be stored on a strictly confidential basis and will be assigned a 'reserve-collection' number which will only be released to the depositor or parties nominated by the depositor.
- Access to strain information is strictly limited to authorised NCYC personnel.
- Strain information including ownership and strain designation can only be released to the named persons on the signed accession form or persons subsequently nominated by the depositor on signed company headed paper.
- Supply of safe deposited cultures is exclusive to the depositor or according to the depositor's instructions.

*By signing below the Depositor confirms the details of the deposit and confirms their understanding and agreement that the standard terms and conditions for NCYC strain deposit service (attached herein) govern the items deposited in connection with this form.*

Print Name:

Title:

Name of Organisation:

Department:

Signature:

Date:

Whilst the NCYC naturally makes every effort to preserve the cultures, in the extraordinary event of the loss of a culture for any reason the liability of the NCYC shall not exceed the current charge for one year's safe deposit.



## Standard terms and Conditions for NCYC Safe Deposit

IFR Enterprises (“IFR Enterprises”) is a wholly-owned trading subsidiary of The Institute of Food Research, Norwich Research Park, Colney Lane, Norwich, NR4 7UA

### DEFINITIONS

“The Customer” means the party identified at the foot of these Standard Terms and Conditions wishing to use The Service.

“The Service” means the yeast strain deposit service provided by NCYC, a laboratory of IFR, as described in the NCYC Accession Form (attached as Appendix A and incorporated in these Standard Terms and Conditions) and the NCYC website [www.ncyc.co.uk](http://www.ncyc.co.uk).

“Deposited Materials” means yeast strains deposited by The Customer with NCYC for the purposes of The Service

“IFR” for the purposes of these Standard Terms and Conditions means The Institute of Food Research and its affiliate IFR Enterprises.

1. IFR shall provide The Service to the best of its skill and care.
2. IFR warrants that it has the necessary licences and approvals required by law to provide The Service.
3. The Customer must complete and sign the NCYC Accession Form before The Services commence.
4. The conditions of the NCYC Accession form, attached as Appendix A, apply in addition to these Standard Terms and Conditions.
5. IFR shall keep the Deposited Materials secure in the performance of The Service and shall not transfer any or all Deposited Materials to any third party, unless so directed in writing by The Customer.
6. IFR shall not use the Deposited Materials for any purpose other than The Service.
7. Save and except as otherwise required by law IFR covenants to hold secret and confidential and not to disclose or use for its own benefit or any person, partnership, association, body or corporation whatsoever any knowledge, information or data concerning Deposited Materials. This clause shall survive and remain in full force and effect following termination of The Service.
8. IFR shall not use the name of The Customer in any advertising, promotional or sales material or in any publication related to NCYC without the prior written authorization of The Customer.
9. All title and rights, including without limitation intellectual property rights, in the Deposited Materials remain with The Customer.



10. The Customer warrants that it knows of no risk to health, toxicity or other danger or risk associated with the Deposited Materials that reasonably ought to be disclosed to IFR for the safe and legal performance of The Services.
11. The Customer shall indemnify and keep indemnified IFR and its directors, officers and employees against all actions, costs, losses, liabilities or damages resulting from IFR's proper performance of Services on the Deposited Materials and as a direct result of a feature of the Deposited Materials, in the absence of any fault, misconduct or negligence of IFR.
12. IFR shall not be liable for failure to fulfil The Service where such failure is due to any cause beyond its control, including, but not limited to, industrial action, accidents, fire, flood, explosion, shortage of transportation equipment, default by common carrier, failure of the usual supply sources, war, riot, act of or requirement of government authorities, any voluntary or involuntary shutdown or curtailment of or interference with a party's means of production or act of God.
13. IFR warrants that it maintains up to date and correct information on all employees providing The Service, and warrants that all IFR employees providing The Service to The Customer carry the applicable Health and Safety training and are qualified to carry out The Service.
14. The Customer agrees to pay IFR for The Service according to the prevailing rates and fees stated in the NCYC website [www.ncyc.co.uk](http://www.ncyc.co.uk) as may be amended from time to time.
15. If The Customer wishes to cease use of The Service for any or all Deposited Materials, The Customer shall give IFR notice in writing, specifying whether it wishes IFR to return or destroy such Deposited Materials. Within 60 days of the date receipt of such notice, IFR will return or destroy the Deposited Materials according to The Customer's written instructions SUBJECT that all payments due to IFR from The Customer for The Service are paid in full, and if they are not, Clause 16 shall prevail.
16. IFR reserves the right to terminate The Service if any invoice to the Customer in respect of The Service remains unpaid for longer than 60 days after the date of the invoice. In such event, after a further 30 days, IFR shall destroy the Deposited Materials and shall have no further liability whatsoever to The Customer, without prejudice to Clause 7 (Confidentiality).
17. IFR may withdraw the Service in whole or in part upon no less than 6 months' written notice to The Customer. In such an event, IFR will return the Deposited Materials to The Customer or destroy the Deposited Materials, according to The Customer's written instructions which must be received by IFR within 60 days of receipt of IFR's notice to the Customer under this Clause. If no such written instructions are received by IFR within such 60-day period, then IFR shall destroy the Deposited Materials and shall have no further liability or obligation whatsoever to The Customer, without prejudice to Clause 7 (Confidentiality).
18. Nothing in these Standard Terms and Conditions nor any action taken as part of The Service to this Agreement shall constitute, or be deemed to constitute, a partnership or agency between IFR and The Customer
19. In the unlikely event of the loss of a yeast culture contained in the Deposited Materials, the liability of IFR shall not exceed, on a per yeast strain basis, the prevailing annual charge for one year's deposit in The Service.

20. Notices by the Customer under these Standard Terms and Conditions are to be given in writing to: Head of Contracts, The Institute of Food Research, Norwich Research Park, Colney Lane, Norwich, NR4 7UA, UK.
21. If any term or provision of these Standard Terms and Conditions shall be held invalid or unenforceable, the remaining terms hereof shall not be affected and shall remain in full force and effect.
22. These Standard Terms and Conditions shall be governed by and construed for all purposes in accordance with the Laws of England.

