

## Terms and Conditions - Deposits

**1. Terms of Deposit.** *With the exception of Private Collections and Patent Deposits,* depositor(s) acknowledge and agree that all biological materials that the NCMA accepts will thereafter fall under the NCMA's sole control and ownership, *unless* a negotiated (written) contract specifies otherwise. Upon receipt of biological material(s), they will be assigned a numerical designator. The biological material will be replicated, checked for contamination and authenticated for key morphological, physiological and molecular characteristics. The biological material will be preserved in both seed and distribution stocks. Upon successful completion of laboratory work and preservation, the biological material will be made available for sale to the scientific/research community through the NCMA's online catalog.

All customers who purchase these biological materials are subject to NCMA's "Terms and Conditions of Use" and "Letter Agreement for the Transfer of Materials." Briefly, it is understood that the products NCMA sells to its customers are not for commercial resale or for distribution to third parties without prior written consent in the form of an exclusive license from the NCMA. It is the NCMA's responsibility to notify its customers of any products that it sells that are governed by a third-party agreement (e.g., a material transfer agreement between the NCMA and the depositor).

**2. Deposit Form.** Prior to sending any biological materials to the NCMA, the depositor is required to fill out a NCMA deposit form online. Further, the depositor or an appropriate official of the depositor's institution/employer must acknowledge and accept these "Terms and Conditions - Deposits" before any biological materials are sent to the NCMA.

**3. Shipping of Materials.** The depositor should consult with a NCMA representative about the timing of sending materials. Viable biological materials may be shipped "live" or cryopreserved to the NCMA. It is the depositor's responsibility that biological materials are shipped according to established protocols for transport of biological class 1 and 2 materials. The NCMA does not accept any responsibility for biological materials that are shipped in an unsafe manner or that are damaged during shipping. The cost of shipping the biological materials is born by the depositor, unless otherwise negotiated with the NCMA. The NCMA reserves the right to refuse biological materials that are submitted without its prior awareness.

**4. Replacement Materials.** The NCMA reserves the right to ask for replacement biological materials should the biological materials be found not to be viable in the NCMA's hands, contaminated, or not consistent with the original description of the biological material, or damaged during shipment.

(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: \_\_\_\_\_