

Centre for Biodiversity Genomics Biological Material Loan Conditions

General provisions. The *materials* (collection specimens, lots and/or samples) listed in this Shipping Invoice are being transferred under the responsibility of the Recipient – the person and organization indicated in the ‘Sent to’ section overleaf. The conditions under which the materials are being transferred are specified in the ‘Loan conditions’ section. Materials being returned to their original sender fall under the provisions of the loan agreement initially proposed by the owner of this collection. Third-party loans facilitated by the Centre for Biodiversity Genomics are governed by the conditions of biological material transfer of their respective owner(s), as indicated in the ‘Specimens/samples are property of’ section and approved by the External Curator. Copies of such documents, if available, will be provided with this Shipping Invoice.

The conditions below apply to all materials that are the property of the Centre for Biodiversity Genomics, University of Guelph (BIOUG). Acceptance of these materials by the Recipient serves as confirmation that the Recipient shall take reasonable care of the materials entrusted and shall comply with the following terms. The materials are loaned on a non-commercial basis and destined solely for teaching and/or academic research purposes. Collection materials may be sent as a Temporary Loan, Permanent Loan, Donation or Exchange; below is a list of the specific conditions that apply in each case.

Temporary loan: the collection materials and all their unmodified derivatives (e.g., slide preparations, tissue samples, or DNA) remain the property of BIOUG and must be returned to BIOUG prior to the ‘Return by’ date indicated in the Shipping Invoice. Any alterations of the integrity of the materials (destructive sampling, consumptive analysis, dissection, slide-mounting, removal/correction of specimen labels, etc.) must be pre-approved and specified in this Shipping Invoice or in follow-up correspondence. Any parts detached from a specimen must be retained, tagged with the corresponding specimen collection number and returned to BIOUG together with the specimen. Extensions to the loan period, third-party transfers to other organizations or individuals, as well as requests to retain materials and/or their derivatives must be negotiated in advance with the collections manager and approved in writing by an authorized BIOUG representative (collection curator or administration member).

Permanent loan: conditions are similar to temporary loan; collection materials and all their unmodified derivatives remain the property of BIOUG but may be held in possession of the Recipient indefinitely. Any modifications and/or third-party transfers of materials and/or their derivatives must be negotiated and approved in writing by an authorized BIOUG representative (collection manager, curator or administration member). If the recipient has no further need or capacity to possess the materials loaned, they must return these materials to BIOUG.

Donation: BIOUG transfers its right of ownership of the collection materials and all their unmodified derivatives to the Recipient, thereby giving the Recipient full rights to use them for non-commercial research or teaching purposes, to transfer them to other non-profit organizations, without the need for authorization from BIOUG.

Exchange: BIOUG transfers its right of ownership of its collection materials in exchange for an equivalent collection from a collaborating institution, as per mutual agreement between their representative curators. Ownership rights to the collection materials exchanged will mirror those specified by the partnering institution for its collection; usually equivalent to or less restrictive than those outlined above under ‘Donation’.

Shipping. Loaned materials must be returned to BIOUG by courier or registered mail; specimens, lots and samples must be properly packed to prevent damage while in transit. Refer to IATA Dangerous Goods Special Provision A180 for regulations governing the shipment of collection specimens, particularly those fixed in Ethanol.

Citation. Recipients using BIOUG collection materials in their research and publications (including online databases) should cite the specimens/lots used; please use the acronym “BIOUG” to prefix specimen/lot collection numbers. If a new taxon is described based on the borrowed materials, the holotype is to be returned to BIOUG. Recipients may request to retain part of the type series (paratypes) of the newly described taxon with prior written consent from the respective BIOUG curator. Recipients are asked to inform BIOUG of all publications based on the materials loaned and to provide reprints or means to locate them (e.g., citation, URL, or DOI).

Copyright. BIOUG is committed to building a community resource for biodiversity information and believes in unrestricted dissemination of scientific knowledge. Irrespective of the loan conditions, BIOUG does not claim ownership over modifications (i.e., substances created by the Recipient which may contain/incorporate residue of the original material, such as PCR products), and does not retain copyright over replicas (e.g., digital photographs) and information (e.g., DNA sequences, morphometric data) created through the use of its collection materials. However, BIOUG does not authorize external copyright over images or other information generated through use of its material. It also does not authorize any commercial uses of its materials (e.g., for-profit exhibits, patent applications), their modifications, replicas or derived information. Any such uses must be pre-authorized under a separate agreement with the BIOUG administration.

Liability. The Recipient shall assume all liability for damages which may arise from the use, storage, transport, or disposal of these materials. BIOUG and its representatives will not be liable for any loss, claim or demand made by the Recipient, or made against the Recipient by any other party, as a result of the use of these materials by the Recipient.

Please email the BIOUG Collections Manager at <ccdbcol@uoguelph.ca> to confirm receipt of the materials or if you wish to negotiate any changes to the original loan conditions for materials you have borrowed from BIOUG. Make sure to report accidental damage or loss of loaned collection materials. The Recipient’s incompliance with the above conditions will preclude further loans from the Centre for Biodiversity Genomics.
