

# CNCM

Collection Nationale  
de Cultures de Microorganismes  
**INSTITUT PASTEUR**  
25, Rue de Docteur Roux  
F-75724 PARIS CEDEX 15

AUTORITE DE DEPOT INTERNATIONALE  
INTERNATIONAL DEPOSITARY AUTHORITY

## PHAGE

CADRE RESERVE A L'AUTORITE DE DEPOT  
BOX TO BE COMPLETED BY THE DEPOSITARY AUTHORITY

NUMERO D'ORDRE \_\_\_\_\_

Date de RECEPTION \_\_\_\_\_

Date d'ACCEPTATION \_\_\_\_\_

\* Transmission \_\_\_\_\_

\* Nombre \_\_\_\_\_

\* Forme \_\_\_\_\_

\* Etiquetage \_\_\_\_\_

- \* **DECLARATION** EN VUE D'UN DEPOT INITIAL CONFORMEMENT A LA REGLE 6.1   
*Statement* *in the case of an original deposit pursuant to Rule 6.1*
- EN VUE D'UNE CONVERSION CONFORMEMENT A LA REGLE 6.4.d   
*in the case of a conversion pursuant to Rule 6.4.d*
- EN VUE D'UN CONTRAT ASSOCIE (COMPOSANT)   
*in the case of an associated contract (component)*

\* **TYPE DE MICROORGANISME :** **PHAGE**  
*Type of microorganism* *Phage*

\* **MICROORGANISME ISOLE**   
*Single microorganism*

**MELANGE DE MICROORGANISMES**   
*Mixture of microorganisms*

INDIQUER LE CAS ECHEANT LE NOMBRE DE MICROORGANISMES ET LEURS TYPES  
GIVE THE NUMBER OF MICROORGANISMS AND THEIR TYPES WHERE APPLICABLE

**LE SOUSSIGNE DEPOSE LE MATERIEL MICROBIEN IDENTIFIE CI-APRES ET S'ENGAGE  
A NE PAS RETIRER LE DEPOT PENDANT LA PERIODE PRECISEE A LA REGLE 9.1**  
*The undersigned hereby deposits the microbial material identified hereunder  
and undertakes not to withdraw the deposit for the period specified in rule 9.1*

1. **REFERENCE D'IDENTIFICATION** NUMERO OU SYMBOLES, PAR EXEMPLE, DONNES PAR LE DEPOSANT AU MATERIEL  
*Identification reference* NUMBER, SYMBOLS, etc. GIVEN TO THE MATERIAL BY THE DEPOSITOR

2. **DEPOSANT(S)**  
Nom(s) et adresse(s)  
*Depositor(s)*  
Name(s) and address(es)

3. **DESCRIPTION SCIENTIFIQUE ET/OU DESIGNATION TAXONOMIQUE PROPOSEE**

*Scientific description and/or proposed taxonomic designation*

**Dans le cas d'un phage recombinant, description du vecteur utilisé et du fragment d'acide nucléique inséré**  
*Description of the vector used and the inserted nucleic acid fragment in the case of a recombinant phage*

COCHER SI DES INFORMATIONS COMPLEMENTAIRES SONT FOURNIES SUR UNE FEUILLE JOINTE  
MARK WITH A CROSS IF ADDITIONAL INFORMATION IS GIVEN ON AN ATTACHED SHEET

**Références bibliographiques**  
*Literature references*

L'INDICATION DE CES INFORMATIONS EST FACULTATIVE, MAIS VIVEMENT RECOMMANDEE AUX TERMES DE LA REGLE 6.1.b  
THE SUPPLYING OF SUCH INFORMATION IS OPTIONAL, BUT STRONGLY RECOMMENDED IN ACCORDANCE WITH RULE 6.1.b

4. **PROPRIETES DANGEREUSES POUR LA SANTE OU L'ENVIRONNEMENT**

*Properties dangerous to health or environment*

**Le microorganisme ou le mélange identifié sous le chiffre 1 a les propriétés suivantes qui présentent ou peuvent présenter des dangers pour la santé ou/et l'environnement**  
*The microorganism or the mixture identified under 1 above has the following properties which are or may be dangerous to health or/and the environment*

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**Le soussigné n'a pas connaissance de telles propriétés.**  
*The undersigned is not aware of such properties.*

TOUTE ACTION DIRECTE OU INDIRECTE, CONNUE OU PREVISIBLE, SUR QUELQU'ORGANISME QUE CE SOIT (ANIMAL, VEGETAL OU AUTRE) DOIT ETRE SIGNALÉE.  
ANY DIRECT OR INDIRECT, KNOWN OR LIKELY TO BE EXPECTED EFFECT ON ANY ANIMAL, VEGETAL OR OTHER ORGANISM MUST BE INDICATED

COCHER LA CASE QUI CONVIENT  
MARK WITH A CROSS THE APPLICABLE BOX

5. **CONDITIONS DE SECURITE POUR LA MANIPULATION DU MATERIEL MICROBIEN**

*Biosafety measures required to manipulate the microbial material*

**L1 / P1**

**L2 / P2**

**L3 / P3**

**Autres  
Others**

(EFB: Safe Biotechnology / NF X 42-070 / FEDERAL REGISTER: Guidelines for Research Involving Recombinant DNA Molecules)

6a. **METHODE UTILISEE POUR OBTENIR UNE SUSPENSION DE PHAGE**  
*Method used for obtaining a phage suspension*

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**Souche hôte conseillée**  
*Suggested host strain*

**Milieu de culture préconisé**  
*Suitable growth medium*

**Propagation du phage (détails techniques)**  
*Details for propagating the phage*

**Préparation de la suspension (détails techniques)**  
*Details for preparing the phage suspension*

6b. **METHODE UTILISEE POUR LE TITRAGE**  
*Method used for titration*

**(souche hôte conseillée, précautions particulières, remarques, ... )**  
*(suggested host strain, precautions to take, further comments, etc )*

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TITRE MINIMUM EXIGE POUR LE DEPOT:  $10^7$  UFP/ml  
MINIMAL TITER REQUIRED FOR DEPOSITION:  $10^7$  PFU/ml

**Titre de la suspension transmise (ufp/ml)**  
*Titer of the transmitted suspension (pfu/ml)*

7. **ACTIVITES SPECIFIQUES CONFIRMANT LA VIABILITE DU PHAGE**  
*Specific activities to be checked confirming the viability of the phage*

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**Lorsque le dépôt porte sur un mélange de microorganismes, la déclaration doit contenir en outre la description des composants du mélange et d'au moins une des méthodes permettant de vérifier leur présence (Règle 6.1.a.iii).**  
*Where a mixture of microorganisms is deposited, descriptions of the components of the mixture and at least one of the methods permitting the checking of their presence should be given in accordance with Rule 6.1.a.iii.*

8. **CONDITIONS DE CONSERVATION**  
*Conditions for storage*

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Sauf exception, la suspension de phages doit être préparée en vue de la congélation par addition de diméthylsulfoxyde (DMSO) 7% v/v et répartie dans des tubes conçus pour la conservation en azote liquide.  
*Allowing for exceptions the phage suspension should be prepared for freezing by addition of dimethylsulfoxide (DMSO) 7% v/v and distributed in vials provided for storage in liquid nitrogen.*

9. **INFORMATIONS SUPPLEMENTAIRES**  
*Additional information*

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**Origine du microorganisme ( = complément éventuel aux indications données sous le chiffre 3 )**  
*Source of the microorganism (as far as not given under 3 above)*

**Enregistrement dans d'autres institutions de dépôt (Noms, dates, numéros attribués, ...)**  
*Registration in any other depositary institution (Names, dates, references, etc)*

**Autres informations**  
*Further comments*

CES INFORMATIONS NE SONT LIEES, NI AUX DISPOSITIONS DES REGLES 6.1.b, 6.2.a.iii, 7.6, ET 8, NI AUX DISPOSITIONS DES REGLES 6.1.a.iii, ET 11.4.f. LEUR INDICATION EST FACULTATIVE.  
SUCH INFORMATION IS NEITHER LINKED TO THE PROVISIONS OF RULE 6.1.b, RULE 6.2.a.iii, RULE 7.6, AND RULE 8, NOR TO THE PROVISIONS OF RULE 6.1.a.iii, AND RULE 11.4.f. ITS FURNISHING IS OPTIONAL.

\* **Nom, adresse et numéro de téléphone (ou/et de télécopieur) du scientifique responsable du matériel microbien transmis**  
*Name, address, phone and/or fax number of the scientist responsible for the microbial material transmitted*

\* **En vue du dépôt le matériel microbien sera transmis, conditionné en carboglace**  **ou**   
*The microbial material released for the purpose of deposition will be transmitted in dry ice*  
**sous forme de 12 échantillons, d'un même lot, en tubes étanches, marqués conformément aux exigences indiquées, et**  
*as 12 samples from the same batch, in airtight vials, marked as requested, and*  
**préparés en vue de la congélation en azote liquide**  **ou comme indiqué sous le chiffre 8**   
*prepared for freezing in liquid nitrogen* *or as given under 8 above*

\* **DATE** **SIGNATURE(S)**  
*Date* *Signature(s)*

LES NOMS DACTYLOGRAPHIQUES DES PERSONNES PHYSIQUES QUI SIGNENT AU NOM DE LA PERSONNE MORALE DOIVENT ACCOMPAGNER LES SIGNATURES.  
THE TYPEWRITTEN NAMES OF THE NATURAL PERSONS SIGNING ON BEHALF OF THE LEGAL ENTITY SHOULD ACCOMPANY THE SIGNATURES.

DIRECTIVE 93/88/CEE RELATIVE A LA PROTECTION DES TRAVAILLEURS CONTRE LES RISQUES LIES A UNE EXPOSITION A DES AGENTS BIOLOGIQUES AU TRAVAIL - DIRECTIVE 90/219/CEE RELATIVE A L'UTILISATION CONFINEE DE MICROORGANISMES GENETIQUEMENT MODIFIES - DIRECTIVE 90/220/CEE RELATIVE A LA DISSEMINATION VOLONTAIRE D'ORGANISMES GENETIQUEMENT MODIFIES DANS L'ENVIRONNEMENT

DECRET n° 94-352 DU 4 MAI 1994 RELATIF A LA PROTECTION DES TRAVAILLEURS CONTRE LES RISQUES RESULTANT DE LEUR EXPOSITION A DES AGENTS BIOLOGIQUES - LOI n° 92-654 DU 13 JUILLET 1992 RELATIVE AU CONTROLE DE L'UTILISATION ET DE LA DISSEMINATION DES ORGANISMES GENETIQUEMENT MODIFIES

# CNCM

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INSTITUT PASTEUR**

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Tél (33-1) 45 68 82 50

Fax (33-1) 45 68 82 36

**ADDENDUM AU FORMULAIRE DE DEPOT  
ADDENDUM TO THE APPLICATION FORM**

obligatoire à partir du 4 février 1994  
Required from February 4th, 1994

## REFERENCE D'IDENTIFICATION

*Identification reference*

NUMERO OU SYMBOLES, PAR EXEMPLE, DONNES PAR LE DEPOSANT AU MATERIEL  
NUMBER, SYMBOLS, etc. GIVEN TO THE MATERIAL BY THE DEPOSITOR

## ORGANISME GENETIQUEMENT MODIFIE

*Genetically modified organism*

OUI  
yes

non  
no

## CLASSE DE RISQUE

*Hazard group*

1

2

3

E (\*)

EUROPEAN FEDERATION OF BIOTECHNOLOGIES : Safe Biotechnology / NF X 42-070  
FEDERAL REGISTER: Guidelines for Research involving Recombinant DNA Molecules

(\*) RISQUE POUR L'ENVIRONNEMENT  
ENVIRONMENTAL RISK

Le soussigné déclare avoir procédé à toutes les notifications requises par les réglementations nationales en vigueur le concernant quant à l'utilisation et à la dissémination du micro-organisme cité ci-dessus et de toutes les composantes associées et avoir reçu des autorités compétentes les autorisations s'y rapportant.

*The undersigned declares that he has proceeded to the notifications required by his own national regulations in force concerning the use and the release of the above-mentioned microorganism and all the associated components, and that he has got from the competent authorities the relevant permits.*

Le(s) déposant(s)  
*The Depositor(s)*

Le(s) scientifique(s) responsable(s) des matériels biologiques transmis  
*The scientist(s) responsible for the biological materials transmitted*

Date

Date

Signature(s)

Signature(s)

## CONTRACT

- according to Rule 6.3.a.(v) of the Budapest Treaty
- according to Point 13.a.(v) of the bilateral Agreement implementing Rules 28 and 28a of the European Patent Convention

binding the following parties

|   |  |
|---|--|
| <p><b>CNCM</b><br/>Collection Nationale<br/>de Cultures de Microorganismes<br/><b>INSTITUT PASTEUR</b><br/>25, Rue du Docteur Roux<br/>F-75724 PARIS CEDEX 15</p> <p>Phone: (33-1) 45 68 82 50<br/>Fax : (33-1) 45 68 82 36</p> |  |
|---|--|

**DEPOSITARY AUTHORITY**

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|  |
|--|

**DEPOSITOR(S)** Name(s) and address(es)

concerning the microorganism identified hereunder (\*)

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**IDENTIFICATION REFERENCE**

NUMBER, SYMBOLS, etc. GIVEN TO THE MICROORGANISM BY THE DEPOSITOR

1.- The depositor recognizes being aware of the requirements and recommendations concerning the deposit of microorganisms under the Budapest Treaty or under the bilateral Agreement implementing Rules 28 and 28a of the European Patent Convention.

2.- The CNCM shall accept the above-identified microorganism provided

all the requirements for validity of the deposit are fulfilled pursuant to Rule 6.1.(a) or 6.2.(a) and to Rule 6.3.(a) of the Budapest Treaty or to Point 12.(a) or 12.(b) and to Point 13.(a) of the bilateral Agreement, implying that:

the CNCM has received twelve samples from a same subculture of the above-identified microorganism, prepared with a view to a long-term storage in accordance with the given instructions (#), marked legibly and indelibly with the identification reference and the date of preparation;

and a preliminary examination of one of the samples received by the CNCM has shown that the pieces of information given in compliance with Rule 6.1.a.(iii) of the Budapest Treaty or with Point 12.a.(iii) of the bilateral Agreement are valid and the material transmitted by the depositor is acceptable with regard to Rule 6.4.(a) of the Budapest Treaty or to Point 14.(a) of the bilateral Agreement.

(\*) 'MICROORGANISM' means any biological material the CNCM is liable to accept for deposit under the Budapest Treaty or under the bilateral Agreement.

(#) The vials must agree with the storage equipments of the CNCM; they must be airtight, without any risk of cracking, breaking or explosion for the period provided for in Rule 9.1. of the Budapest Treaty or in Point 11 of the bilateral Agreement.

- 3.- As soon as the microorganism is received the CNCM may pass a registration number on to the depositor. The receipt and registration of a microorganism will not imply its acceptance.
- 4.- A refusal to accept the microorganism may be notified in the circumstances laid down in Rule 6.4.(a) of the Budapest Treaty or in Point 14.(a) of the bilateral Agreement.
- 5.- If any of the requirements for validation of the deposit are not met, a procedure of deferment of the acceptance shall be applied: the CNCM shall notify the depositor in writing of such postponement and of the reasons there for; it shall allow the depositor an one-month time limit for compliance with all his obligations. If the depositor does not comply with the requirements in the time allotted to, the CNCM shall cancel the request of deposition and destroy the transmitted biological material.

This procedure may imply a replacement deposit (\$) where any irregularity concerning the state, quantity or presentation of the transmitted biological material is noted by the CNCM in the case of an original or of a new deposit. A replacement shall be regarded as an other original deposit as long as the viability of the deposit waiting for acceptance is not established.
- 6.- Each time a biological material is transmitted to the CNCM by the depositor, the CNCM shall charge the fee for storage provided for in Rule 12.1.a.(i) of the Budapest Treaty or in Point 26.a.(i) of the bilateral Agreement.
- 7.- If the deposit is accepted, the accession number assigned to by the CNCM shall be identical to the registration number and the date of deposit shall be the date the CNCM has received the above-identified microorganism.
- 8.- The notification of the acceptance, the refusal or the cancellation of a request for deposit shall be done by the CNCM within a six-months time limit after receiving the microorganism. Acceptance shall be attested by the receipt.
- 9.- Once the depositor has complied with all the requirements of the applicable regulations, the CNCM shall carry out the first viability testing.
- 10.- The first viability statement shall attest the validation or the cancellation of the deposit: if the microorganism is viable the deposit shall be validated; if the microorganism is not viable the deposit shall be cancelled.
- 11.- In the case of a refusal, a cancellation of the request for deposit or a cancellation of the deposit, the samples of the transmitted biological material shall be destroyed. If the depositor disagrees with the reasons of the refusal or cancellation, the samples may be maintained by the CNCM; they shall not be sent back to the depositor except in the case of a particular agreement made after receipt of the notification of the refusal or cancellation by the depositor; the samples never can be deposited with the CNCM for other purposes.
- 12.- The fee for storage provided for in Rule 12.1.a.(i) of the Budapest Treaty or in Point 26.a.(i) of the bilateral Agreement shall be charged in all cases whatever the circumstances, either acceptance or refusal or cancellation of the deposit.
- 13.- The depositor undertakes to deposit under an associated agreement any not or hardly available living biological material necessary for the controls and/or the storage of the above-identified microorganism.
- 14.- The depositor undertakes to supply the CNCM with any not or hardly available substrate necessary for the controls and/or the storage of the above-identified microorganism in a quantity allowing twelve tests or passages.
- 15.- The depositor recognizes having communicated all indications he is aware regarding any known or foreseeable action of the above-identified microorganism on humans or any animal, plant or other organism, in a direct or in an indirect way.

He undertakes to notify immediately the CNCM of any further information relating to this.
- 16.- Once the microorganism is accepted, the CNCM shall store it, perform the viability controls, issue any relevant declaration, certification or notification and release samples of the deposit to any authorized, certified or requesting party pursuant to the applicable regulations.

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(§) 'REPLACEMENT DEPOSIT' means a supplementary series of samples of the microorganism subject of an original or of a new deposit waiting for acceptance, transmitted to the CNCM on its request within the time limit allotted to and in one release; the samples shall be prepared in accordance with the given instructions; they shall be accompanied by a declaration similar to that referred to in Rule 6.2.(a) of the Budapest Treaty.

17.- Each time the CNCM considers advisable to send a sample of a subculture from the above-identified microorganism to the depositor (\*\*\*) with a view to an authenticity check, the depositor (\*\*\*) shall verify the expression of the relevant properties by the microorganism in the said subculture; the form included in the sending shall be duly completed, signed and returned to the CNCM within a three-months time limit after the sample has been received.

The depositor (\*\*\*) recognizes, where the above-referred form is not returned to the CNCM in the time allotted to, the properties of the said subculture are to be considered identical to the properties of the subculture transmitted to the CNCM at the date of deposit.

18.- The depositor can not withdraw, cancel or modify the deposit during the storage period provided for in Rule 9.1 of the Budapest Treaty or in Point 11 of the bilateral Agreement.

The above-identified microorganism shall in any case be stored by the CNCM for a period of 35 years.

19.- When the storage period expires, the whole biological material shall be destroyed, except in the case of a particular agreement made at the request of the depositor during the thirty fifth year of storage.

20.- If for any reason the CNCM cannot furnish samples of the above-identified microorganism once accepted and its viability stated, the depositor shall proceed to a new deposit of the microorganism which was originally deposited, in compliance with the applicable regulations, within a three-months time limit after he has received the relevant notification by the CNCM.

The reasons based on good practice as for Depositary Authorities that lead to refuse the release of samples are entirely left to the assessment of the CNCM.

21.- If a variation in the characteristics, a loss of viability, a contamination or an accidental destruction of the deposited biological material is noted despite the application of the precautions complied with for its preservation, the CNCM will bear no responsibility.

22.- If by the fault or the negligence of the depositor damage is caused to the CNCM at the time of receipt or during handling or storage of the above-identified microorganism, the depositor shall compensate the CNCM for the said damage.

23.- The depositor guarantees that no action will be undertaken against the CNCM for the compensation of damage relating to the release of a sample of the above-identified microorganism, unless the fact of damage can be imputed to the fault or negligence of the CNCM.

24.- In the case of dispute the French law shall be applied and the competent court shall be the Paris Court.

**THE DEPOSITOR(S) (\*\*\*)**

Date et signature(s)

**THE SCIENTIST(S)  
in charge of the microorganism**

Date et signature(s)

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(\*\*) The obligations indicated in Point 17 may be ensured either by the depositor or equally by the scientist designated by the depositor.

(\*\*\*) When a deposit is requested by several depositors, the signature of each co-depositor is required on the relevant form and contract. In this case one of the depositors shall be designated as unique representative acting for the others. This latter will receive all the original documents issued by the CNCM during the whole storage period.