

## Deposit Policy

- 1. TBRC accepts different materials as follows (details are indicated in terms and conditions for deposition of each material):
  - 1.1. Microorganisms
  - 1.2. Molecular materials
  - 1.3. Viruses
- 2. Materials must be designated as Risk Group 1 or 2 only.
- 3. Deposit procedure is available at TBRC website. The depositor shall agree to provide information of materials by filling the appropriate deposit forms.
- 4. Out of full awareness and respect for the Convention on Biological Diversity (CBD), TBRC accepts only materials when information on the country of origin is provided.
- 5. The depositor is obliged to comply with all applicable laws and regulations.
- 6. The depositor shall make payment as indicated in the invoice. The bank fee shall be paid by the depositor.
- 7. Disclaimers
  - 7.1. TBRC shall not be responsible or liable for any damage, loss, deterioration, mutation or loss of viability of the deposited materials arising from any cause beyond TBRC's reasonable control including, without limitation, Acts of God, disaster, fire, flooding, explosions, war, riots, civil disorder, strikes, lockouts, labor disputes, theft, non-delivery of raw materials or any other contingency.
  - 7.2. TBRC shall not take any liability or responsibility for depositor's violation of laws or regulations.
  - 7.3. TBRC shall reserve the right to give no refund in any case.
- 8. Different categories of deposit are available. The depositor is obliged to follow terms and conditions specified under each category.
  - 8.1. Public deposit
  - 8.2. Confidential deposit
  - 8.3. Safe deposit
  - 8.4. Patent deposit



Terms and conditions for deposition of microorganisms at the Thailand Bioresource Research Center (TBRC)

## Safe deposit

- 1. Microorganisms accepted
  - 1.1. TBRC accepts most groups of bacteria, yeasts and filamentous fungi classified in Risk Group 1 or 2.
  - 1.2. TBRC only accepts microorganisms that can be preserved long-term by freezing, liquid-drying, or freezedrying.
- 2. Maintenance of microorganisms
  - 2.1. Microorganisms will be prepared and preserved by TBRC using freezing, liquid-drying or freeze-drying method depending on the type of microorganism.
  - 2.2. Microorganisms and data will be kept confidential. Microorganisms will only be distributed to the depositor and those who obtained the written permission from the depositor.
  - 2.3. After receiving microorganisms, viability, purity and identity tests will be performed by TBRC. After accepting the deposit, viability test will be performed annually. If microorganisms are found to be nonviable, the depositor will be responsible for replacing them with a new batch.
  - 2.4. If the number of tubes in TBRC storage decreases, additional tubes will be prepared by TBRC.. A charge is applied for the preparation of new batches.
  - 2.5. Before a maintenance agreement terminates, TBRC will issue a request for renewal of maintenance requiring the depositor to submit a new contract. TBRC should be informed in writing whether the depositor wishes to:
    - 2.5.1. renew the agreement and pay deposit fee,
    - 2.5.2. deposit microorganisms for public access,
    - 2.5.3. receive the microorganisms back, or
    - 2.5.4. have the microorganisms destroyed.
- 3. Distribution of microorganisms
  - 3.1. The depositor has a right to verify requests of microorganisms from third parties prior to distribution. If the depositor wishes TBRC to distribute deposited microorganisms, a signed permission form should be submitted to TBRC. Microorganisms will be distributed under terms and conditions issued by the depositor. The depositor is responsible for any claims and disputes that may arise from distribution terms and conditions.
  - 3.2. Packaging and shipment fee is paid to TBRC by the recipient of microorganisms.



## 4. Deposit fee

The depositor pays a deposit fee according to the price list shown on the TBRC website. If TBRC receives no response from the depositor for two years after TBRC's request for a renewal of maintenance agreement, microorganisms will be:

- 4.1. included in the TBRC public collection (made available for public access),
- 4.2. sent back to the address indicated on the deposit form, or
- 4.3. destroyed.