

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)

Patent 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 freeze-drying.
2. Maintenance of microorganisms
 - 2.1. Microorganisms will be preserved by freezing, liquid-drying or freeze-drying depending on the type of microorganism.
 - 2.2. Microorganisms and data will be kept confidential. Microorganisms will only be distributed to the patent/petty patent owner and those who obtained written permission from the patent/petty patent owner or the Department of Intellectual Property.
 - 2.3. The depositor is responsible for preparing microorganisms for TBRC storage. The depositor may use TBRC's culture preservation service to prepare microorganisms. A charge is applied for the culture preservation service.
 - 2.3.1. For microorganisms that can be preserved by liquid-drying or freeze-drying, the depositor shall send 9 ampoules.
 - 2.3.2. For microorganisms that cannot be preserved by liquid-drying or freeze-drying, the depositor shall send 11 tubes for freezing storage.
 - 2.4. After receiving microorganisms, one tube of each strain will be tested for viability and purity before storage. After the deposit is accepted, viability and purity will only be tested upon depositor's request. A charge is applied for viability and purity testing. If microorganisms are found to be nonviable, the depositor will be responsible for replacing them with a new batch.
 - 2.5. If the number of tubes in TBRC storage decreases, it is the responsibility of the depositor to prepare additional tubes. The depositor may use the TBRC culture preservation service to prepare microorganisms. A charge is applied for the culture preservation service.
 - 2.6. The depositor preliminarily makes a deposit for 5 years. Before a maintenance agreement terminates, TBRC will issue a request for renewal of maintenance, requiring the depositor to submit a new contract.
 - 2.6.1. If the patent/petty patent application is approved, the depositor extends deposit duration according to the patent/petty patent protection duration and pays deposit fee.

2.6.2. If the patent/petty patent application is rejected, TBRC should be informed in writing whether the depositor wishes to:

2.6.2.1. change deposit condition and pay deposit fee if a deposit fee applies,

2.6.2.2. receive the microorganisms back, or

2.6.2.3. have the microorganisms destroyed.

3. Distribution of microorganisms

The patent/petty patent owner or the Department of Intellectual Property has the right to verify requests for microorganisms from third parties prior to distribution. When the patent/petty patent owner or the Department of Intellectual Property 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 patent/petty patent owner or the Department of Intellectual Property. The patent/petty patent owner or the Department of Intellectual Property is responsible for claims and disputes that may arise from distribution terms and conditions.

4. Deposit fee

Initially, the depositor pays a 5-year deposit fee (single payment) according to the price list shown on the TBRC website. When the patent/petty patent application is approved, the depositor pays a deposit fee according to the patent/petty patent protection duration (single payment).