



*Food Industry Research and Development Institute*  
*Bioresource Collection and Research Center*

331 Shih-Pin Road, Hsinchu 300, Taiwan, R.O.C. <http://www.bcrc.firdi.org.tw>  
Tel: +886-3-5223191~6 ext.513 Fax: +886-3-5224172 or +886-3-5224171

## Application for Supply of Biological Material

### I. Applicant

- Individual applicant  
 Organizational applicant

Name: \_\_\_\_\_

Lab Physical Containment level:  P1  P2  P3

Address: \_\_\_\_\_

Representative: \_\_\_\_\_

Correspondent: \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

e-mail address: \_\_\_\_\_

### II. Biological Material

Scientific name: \_\_\_\_\_

Identification number: BCRC

### III. Agreement

#### 1. Definition

- (1) Biological Material: the material supplied to the applicant by FIRDI as identified on the above item II, and it's unmodified progeny (such as replicate from the material), and it's unmodified derivatives (including unmodified functional subunits or products, such as, purified or fractionated subsets of the material, including expressed proteins or extracted or amplified DNA/RNA)
- (2) Modifications: substances produced by the applicant by using the Biological Material, which are not the Biological Material, and which have new properties.
- (3) Commercial Use: the sale, lease, exchange, license or other use of the Biological Material for financial gain or other for-profit purposes, including but not limited to use of the Biological Material (a) to provide a service to any third party; or (b) to produce or manufacture products for sale.
- (4) Applicant: the person as identified on the above item I to be received the Biological Material from FIRDI. For organizational applicant, Applicant includes employees of the organization. For individual applicant supervising a laboratory, Applicant includes people supervised by him/her in the laboratory.

#### 2. Applicant understands and agrees to the following terms and conditions:

- (1) **Scope of use: Applicant may use the Biological Material only for research purposes other than Commercial Use. Any Commercial Use of the Biological Material or Modifications is prohibited without FIRDI's prior written consent.**
- (2) Caution as to hazards: The Biological Material is experimental in nature and may be hazardous under certain conditions. Especially, the Biological Material designated as biosafety level 2 or above constitutes known pathogen and may cause human diseases. Applicant shall handle and use the Biological Material in accordance with the proper standard of care, so as to avoid harm to persons or the environment.
- (3) Caution as to infringement: Applicant shall handle and use the Biological Material with proper attention to avoiding infringement of the intellectual property rights, and other rights, of other persons. In any event that the Applicant stores, handles, or uses the Biological Material, or by any other action or conduct with the Biological Material invades or injures the rights of any other



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person, or his own rights, then the Applicant shall bear responsibility and legal liability for such invasion or injury, without recourse against FIRDI. As between the Applicant and FIRDI, Applicant shall be responsible for any damages, losses, or expenses including attorney fees as may result from Applicant's possession, handling, and use of the Biological Material, and shall not assert against FIRDI any claim related to such damages, losses, or expenses.

- (4) Intellectual properties: Applicant understands that there is no licensing or transfer of any intellectual property right or ownership along with the transfer of the Biological Material. The Biological Material supplied by FIRDI is provided as-is, without representations or warranties of non-infringement of intellectual property rights or any other rights. The Applicant agrees to grant a license for any intellectual property rights created through the use of the Biological Material to FIRDI for purposes of conducting its general activities including supply of the Biological Materials, identification, research, and other services.
- (5) Compliance with applicable laws: Applicant shall store, handle, and use the Biological Material in accordance with applicable laws, including but not limited to laws respecting transport, import and export, disposal, and biosafety.
- (6) Acknowledgment of source in statements and publications: In any statement, declaration or publication that the Applicant may make relating to the Biological Material or the Modifications, including any patent application irrespective whether it be published, applicant shall acknowledge BCRC as the source of such Biological Material and shall identify the Biological Material by its accession number as listed by BCRC.
- (7) Prohibition of transfer to any third party: Applicant shall not under any circumstance transfer any of the Biological Material to any third party.
- (8) Human use prohibited: The Biological Material supplied by FIRDI shall not be used in human, such as use in human testing, or transplantation.
- (9) Qualification of Applicant: FIRDI may refuse to supply the Biological Materials to the Applicant, if FIRDI determines the Applicant's lack of related knowledge, or qualified capacity to ensure biosafety.
- (10) Warranty: FIRDI endeavors to assure that the Biological Material supplied by FIRDI being viable and pure. If the Biological Material received by the Applicant is found to be non-viable or not pure, the Applicant shall notify FIRDI by written within the designated period; FIRDI will replace the Biological Material supplied by FIRDI, or provide other remedy within the value no greater than the amount paid by the Applicant for this application. Except as expressly provided above, FIRDI makes no guarantee as to the Biological Material (such as its safety, fitness) or its information (such as the accuracy of scientific name and other related information) in any manner whatever.
- (11) Special requirement: All terms and conditions for the Biological Material as specified in the "special requirement" in BCRC catalog or product sheets shall be included in this Agreement, and shall supersede any inconsistent terms and conditions in this Agreement.

#### IV. Declaration and Signature

The Applicant hereby further declares the following items:

- (1) The information provided to FIRDI above is accurate and complete.
- (2) The indemnification as specified above in item III.2.(3) is agreed.

Applicant: \_\_\_\_\_ (Signature)  
Representative: \_\_\_\_\_ (Signature)  
Date: \_\_\_\_\_