



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

331 Shih-Pin Road, Hsinchu 300193, Taiwan, R.O.C. <http://www.bcrc.firdi.org.tw>
Tel: +886-3-5223191~6 ext.711 Fax: +886-3-5224172 or +886-3-5224171

Application for Public Deposit of Biological Material (Research Use)

I. Applicant

- Individual applicant
 Organizational applicant

Name: _____

Representative: _____

Correspondence Information

Correspondent: _____ e-mail address : _____

Tel: _____ Fax: _____

Address: _____

II. Biological Material

Scientific name: _____

Identification number or symbol given by the applicant: _____

Origin country: _____ Sampling permit obtained from the country? Yes. No. N/A

Resulted from government fund project? No. Yes. (funding agency: _____)

Attachment: Basic Information of Biological Material

Sample: Form: freeze-dried ampoule. frozen vial. slant. micro-titer plate.

others (_____)

Amount: ampoules/vials/slants/plates. others (_____)

Others:

III. Type of Public Deposit

Deposit for Research Use only.

The biological material may be made publicly accessible

immediately. not until the date of _____ (no later than 2 years from the application day)

IV. Declaration and Signature

(1) The applicant or the representative certifies that he or she has the lawful right to take all such actions as are entailed in the depositary process for which he or she applies under the terms and conditions in item V.

(2) The applicant or the representative certifies that whatever contractual or other legal restrictions apply to his or her right to take such actions are set out in the application, and certifies that all information provided in this application is accurate and complete.

Applicant: _____ (Signature)

Representative: _____ (Signature)

Date: _____



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V. Terms and Conditions

1. Definition

- (1) BCRC: Bioresource Collection and Research Center, the working group responsible for the public deposit service in FIRDI.
- (2) Biological Material: the material as identified on the above item II to be accepted for deposit and tested to be viable by FIRDI, and to be issued for certificate of deposit accordingly, including the sample provided by the applicant, its unmodified progeny, and its unmodified derivatives.
- (3) Catalogue: lists of materials made publicly accessible by BCRC in printed or electronic format.
- (4) Depositor: the applicant applying for deposit of the Biological Material.
- (5) Recipient: the third party that will receive the Biological Material from FIRDI.
- (6) Research Use: the terms and conditions to be agreed by the Recipient, including prohibition of transfer Biological Material from the Recipient to any third party, and use of the Biological Material by the Recipient for experimental or research purposes only.

2. Public Deposit for Research Use Only

The Applicant understands that application of the Biological Material for public deposit may be rejected by FIRDI after evaluation. Upon acceptance of public deposit by FIRDI, the Applicant agrees the following terms and conditions:

- (1) FIRDI may transfer the Biological Material to any third party who makes proper application for Research Use.
- (2) FIRDI may list the Biological Material in BCRC Catalogue after the time as identified on the above item III.
- (3) FIRDI may use the Biological Material to perform its general practices, such as, identification, research, or service.
- (4) FIRDI may transfer the Biological Material to other public service culture collections/ biological resource centers for accession purposes for further transfer to third party, provided the further transfer by the receiving collection/BRC is under conditions equivalent and compatible to Research Use.

3. Depositor Benefit

Upon payment of shipping costs, during the term of deposit, the Depositor of microbial resources, cell resources, or nucleic acids, plasmids, clone lines, or other such genetic resources may free of charge access the Biological Material up to 3 tubes, the Depositor of DNA bank may free of charge access the material once, or the Depositor of algal resources may free of charge access the material 1 tube.

4. Depositor Responsibility

- (1) In the event of any dispute in connection with the Biological Material, except that is caused by FIRDI's gross negligence or willful conduct, the Applicant shall bear all responsibility, and shall have no legal recourse for damages against FIRDI or its officers or personnel.
- (2) The Applicant shall provide components required for culturing or preserving the Biological Material upon request by FIRDI. The Applicant shall transport Biological Material under an appropriate temperature and in an appropriate way to maintain its viability and properties, and in complied with the applicable rules to prevent it from being release to the environment during transport.

5. FIRDI Responsibility

- (1) When the Biological Material is accepted for deposit, FIRDI shall perform a viability test, and shall provide the Depositor a certificate of deposit when the Biological Material is tested to be viable, and shall preserve the Biological Material as agreed. FIRDI shall make the Biological Material accessible to the public at its own cost. FIRDI shall properly maintain information of the Biological Material, including the source of the Biological Material, in BCRC Catalogue. To facilitating information exchange, FIRDI may at its discretion modify information of the Biological Material, such as change scientific name or add notes, in BCRC Catalogue, or provide information of the Biological Material to other database, such as GBIF network.
- (2) FIRDI will do its utmost to provide suitable depositary facilities and services for the Biological Materials. But in the event of conditions during the term of deposit of Biological Material such that it is damaged or cannot survive, except that is FIRDI's gross negligence or willful conduct, FIRDI shall not bear legal liability for any resulting loss or damages.

6. Termination of Public Deposit

- (1) Upon written request by the Depositor of the Biological Material, except for those of type strains, FIRDI shall terminate the publicly accessible status of that material. Nevertheless, to protect right of the Recipient, the Depositor agrees not to request for returning Biological Material already transferred to the Recipient.
- (2) FIRDI may at any later time re-evaluate suitability of continuing the publicly accessible status of the Biological Material, and accordingly may terminate the publicly accessible status of the Biological Material.

When the publicly accessible status of a deposit is terminated, FIRDI may either return the Biological Material to the Depositor or destroy it.