

## 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 virus  
at the Thailand Bioresource Research Center (TBRC)

Patent deposit

1. Virus accepted
  - 1.1. TBRC accepts virus classified in Risk Group 1 or 2.
  - 1.2. TBRC only accepts virus that can be preserved long-term by freezing.
2. Maintenance of virus
  - 2.1. Virus will be preserved by freezing.
  - 2.2. Virus and data will be kept confidential. Virus will only be distributed to the patent/petty patent owner and those who obtain written permission from the patent/petty patent owner or the Department of Intellectual Property.
  - 2.3. The depositor is responsible for preparing virus for TBRC storage. The depositor may use TBRC's culture preservation service to prepare virus. A charge is applied for the culture preservation service.
  - 2.4. After receiving virus, one vial of each virus will be used to determine virus titer. If viruses are found to be too low in concentration, the depositor will be responsible for replacing them with a new batch.
  - 2.5. After the deposit is accepted, viral titration and virus verification by polymerase chain reaction (PCR) will only be performed upon the depositor's request. A charge is applied for viral titration and verification. If viruses are found to be too low in concentration or have lost specified genes of interest, the depositor will be responsible for replacing them with a new batch.
  - 2.6. If the number of vials in TBRC storage decreases, it is the responsibility of the depositor to prepare additional vials. The depositor may use the TBRC culture preservation service to prepare virus. A charge is applied for the culture preservation service.
  - 2.7. The depositor initially makes a deposit for 5 years. Before the maintenance agreement terminates, TBRC will issue a request for renewal of maintenance, requiring the depositor to submit a new contract.
    - 2.7.1. 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.
    - 2.7.2. If the patent/petty patent application is rejected, TBRC should be informed in writing whether the depositor wishes to:
      - 2.7.2.1. change the deposit condition and making a payment if a deposit fee applies,
      - 2.7.2.2. receive the virus back, or

2.7.2.3. have the virus destroyed.

3. Distribution of virus

The patent/petty patent owner or the Department of Intellectual Property has the right to verify requests for virus from third parties prior to distribution. When the patent/petty patent owner or the Department of Intellectual Property wishes for TBRC to distribute the deposited virus, a signed permission form should be submitted to TBRC. Virus will be distributed under the 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).