



Korean Collection for Type Cultures (KCTC), Microbial Resource Center  
Korea Research Institute of Bioscience and Biotechnology (KRIBB)  
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Tel: +82-63-570-5602, FAX: +82-63-570-5609  
E-mail: deposit@kribb.re.kr

## Material Deposit Agreement (MDA)

### The deposited culture(s):

No.	Strain No.	Description
1		

In response to the Korean Collection for Type Cultures (KCTC)'s request for the deposit of a MATERIAL, the DEPOSITOR agrees to deposit the MATERIAL to the KCTC, and the KCTC agrees to use the MATERIAL according to the following terms and conditions on the basis of the Convention on Biological Diversity (CBD) and the Nagoya Protocol (NP). The KCTC shall be aware of the sovereign rights of the country of origin over the MATERIAL based on the CBD and the NP.

### Definition

- AGREEMENT: This document.
- KCTC: Korean Collection for Type Culture
- DEPOSITOR: Whoever deposits MATERIAL to KCTC.
- MATERIAL: ORIGINAL MATERIAL, PROGENY and UNMODIFIED DERIVATIVES. The MATERIAL shall not include modifications.
- ORIGINAL MATERIAL: Thing originally supplied to KCTC by the depositor.
- PROGENY: No modified descendants (e.g., subcultures or replicates) from the MATERIAL
- UNMODIFIED DERIVATIVES: Replicates or substances that consist of unmodified functional subunits or products derived from the MATERIAL or PROGENY (e.g., expressed proteins or extracted or amplified DNA/RNA).

1. The KCTC shall use the MATERIAL or PROGENY for non-commercialization purposes.
2. The ownership right to the MATERIAL to be delivered by the Depositor to the KCTC shall transfer from the Depositor to the KCTC upon such delivery.
3. The ownership right to any biological resources derived from the MATERIALS through cultivation, duplication, amplification, or otherwise of the MATERIALS by the KCTC (e.g., PROGENY or UNMODIFIED DERIVATIVES) shall be vested in the KCTC.
4. The KCTC shall assume full responsibility for complying with all the laws, regulations and guidelines applicable to the MATERIAL.
5. All intellectual properties such as the patent rights with regard to the MATERIALS shall remain vested in the DEPOSITOR and not be transferred to the KCTC.
6. The KCTC shall have the right to distribute the MATERIAL, PROGENY or UNMODIFIED DERIVATIVES to any third party.
7. The DEPOSITOR shall comply with the legal procedures of the depositary nation when they deposit the MATERIAL.
8. If there is any defect in the ORIGINAL MATERIAL by DEPOSITOR, DEPOSITOR shall

re-deposit another stock of the ORIGINAL MATERIAL to KCTC to replace the defective one within sixty days of the KCTC's receipt of the ORIGINAL MATERIAL.

9. The parties shall be liable for compensation for damages only when any such damages have been suffered by the other party due to the breach of any provisions in this AGREEMENT and such damages have been caused by reason of willful misconduct or gross negligence of the breaching party.
10. The KCTC shall have no obligation or liability in connection with any dispute arising between the DEPOSITOR and a third party.
11. If the KCTC determines that the maintenance of the MATERIAL is problematic, or the handling of the same by the KCTC is not appropriate, the KCTC may, by giving prior notice to the DEPOSITOR, return all or a part of the MATERIAL to the DEPOSITOR, and the DEPOSITOR hereby agrees the KCTC's instructions without objection.
12. The contractual relationship between the DEPOSITOR and the KCTC under this AGREEMENT shall terminate when:
  - (i) All of the MATERIAL is annihilated, deteriorated, mutated, or degraded;
  - (ii) The KCTC returns all or a part of the MATERIAL to the DEPOSITOR pursuant to Article 11 hereof; or
  - (iii) Although the KCTC tries to communicate with the DEPOSITOR in the manner set forth in Article 8, the DEPOSITOR cannot be reached more than a period of six (6) months.
13. The KCTC shall immediately give notice to the DEPOSITOR if any of the events set forth in Article 12(i) through (iii) occurs, and thus terminates the contractual relationship as described therein.
14. The KCTC and the DEPOSITOR shall resolve any matter not provided for in, or in the case of any doubt with respect to the interpretation of, this AGREEMENT upon consultation in good faith.

If the DEPOSITOR agrees with all the terms and conditions described in AGREEMENT above, the form below should be completed, signed and returned to us before DEPOSITOR sends ORIGINAL MATERIAL to KCTC.

**DEPOSITOR**

**Institute,** .....  
**Address,** .....  
**Name Authorized Representative,** .....  
**Job Title,** .....  
**Date,** .....  
**Signature,** .....

**Investigator,** .....  
**Address,** .....  
**Job Title,** .....  
**Date,** .....  
**Signature,** .....