



Korean Collection for Type Cultures (KCTC), Microbial Resource Center  
Korea Research Institute of Bioscience and Biotechnology (KRIBB)  
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## Material Deposit Agreement (MDA)

### Deposited culture(s):

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No.	Strain No.	Description
1		
2		
3		
4		

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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 of the MATERIAL based on the CBD and the NP.

### Definition

- AGREEMENT: This document
- KCTC: Korean Collection for Type Cultures
- DEPOSITOR: Anyone who deposits a MATERIAL into the KCTC
- RECIPIENT: Legal entity or individual who purchases and/or uses the MATERIAL from the KCTC
- MATERIAL: ORIGINAL MATERIAL, PROGENY and UNMODIFIED DERIVATIVES  
The MATERIAL shall not include modifications.
- MODIFICATIONS: Substances produced by the RECIPIENT using the MATERIAL, which are not the ORIGINAL MATERIAL, PROGENY, or UNMODIFIED DERIVATIVES, and which

have new properties

- ORIGINAL MATERIAL: Item originally supplied to the KCTC by the depositor
- PROGENY: Unmodified 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)
- COMMERCIAL USE: The utilization of the MATERIAL or MODIFICATION for profit, such as by the manufacture of products and examination activities. This includes an application for intellectual property rights based on results obtained after utilizing the MATERIAL or MODIFICATION.
- NON-COMMERCIAL USE: The utilization of the MATERIAL or MODIFICATION without producing any monetary profit at the stage of utilization. This includes research and development based on the MATERIAL or MODIFICATION.

1. When depositing, the DEPOSITOR shall specify one condition from the following for the utilization of the deposited MATERIAL or MODIFICATION

- 1) Only NON-COMMERCIAL USE for reference strains and/or academic research
- 2) No specific condition for utilization; the RECIPIENT may engage in both NON-COMMERCIAL USE and COMMERCIAL USE of the MATERIAL or MODIFICATION.
- 3) COMMERCIAL USE requiring prior notification to the DEPOSITOR; the RECIPIENT may engage in NON-COMMERCIAL USE of the MATERIAL or MODIFICATION. When the RECIPIENT wishes to make COMMERCIAL USE of the MATERIAL or MODIFICATION, the RECIPIENT shall notify the DEPOSITOR in advance. The DEPOSITOR, upon receipt of the notification, shall not place any restriction on such COMMERCIAL USE.
- 4) COMMERCIAL USE requiring an agreement for COMMERCIAL USE from the DEPOSITOR: the RECIPIENT may engage in NON-COMMERCIAL USE of the MATERIAL or MODIFICATION. When the RECIPIENT wishes to make COMMERCIAL USE of the MATERIAL or MODIFICATION, the RECIPIENT shall discuss the matter with the DEPOSITOR and reach an agreement before the COMMERCIAL USE takes place.

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, and the ownership right to any biological resource derived from the MATERIALS through cultivation, duplication, amplification, or other outcome from the MATERIALS by the KCTC (e.g., PROGENY or

UNMODIFIED DERIVATIVES) shall rest with the KCTC. However, all intellectual properties such as patent rights with regard to the MATERIALS shall remain vested in the DEPOSITOR and shall not be transferred to the KCTC.

3. The KCTC shall assume full responsibility for complying with all laws, regulations and guidelines applicable to the MATERIAL.
4. The KCTC shall have the right to distribute the MATERIAL to the public immediately after completing the process of the deposit. However, when the DEPOSITOR desires, the distribution of the MATERIAL can be suspended for up to three years.
5. The DEPOSITOR shall comply with the legal procedures of the depositary nation when they deposit the MATERIAL.
6. If there is any defect in the ORIGINAL MATERIAL caused by the DEPOSITOR, the DEPOSITOR shall re-deposit another stock of the ORIGINAL MATERIAL with the KCTC to replace the defective MATERIAL within sixty days of the KCTC's receipt of the ORIGINAL MATERIAL.
7. The parties shall be liable for compensation for damages only when any such damages have been suffered by the other party due to a breach of any of the provisions in this AGREEMENT and when such damages arise by reason of willful misconduct or gross negligence of the breaching party.
8. The KCTC shall have no obligation or liability in connection with any dispute arising between the DEPOSITOR and a third party.
9. 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, after 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.
10. 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 9 hereof; or
  - (iii) Although the KCTC attempts to communicate with the DEPOSITOR in the manner set forth in Article 6, the DEPOSITOR cannot be reached for a period exceeding six (6) months.
11. The KCTC shall immediately notify the DEPOSITOR if any event set forth in Article 10(i) through (iii) occurs, which then terminates the contractual relationship as described herein.

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

**DEPOSITOR**

**Institute** .....

**Address** .....

**Name Authorized Representative** .....

**Job Title** .....

**Date** .....

**Signature** .....

**Investigator** .....

**Address** .....

**Job Title** .....

**Date** .....

**Signature** .....

Consent to collection, use and provision of personal information for use of KCTC's deposit services

KCTC collects and retains personal information only in compliance with the provisions

of relevant statutes or with the consent of data subjects.

<b>Key Information Collected</b>	<b>Purpose of Processing</b>	<b>Retention Period</b>
Institute, Address, Name, Job Title	Use of KCTC Service	1 Year

\* The fact that the data subject has a right to refuse consent and details of the disadvantages due to such refusal, if any.

However, if you do not agree, you may be restricted from providing KCTC deposit service.

**Do you agree to the collection and use of personal information as above?**

**agreement**  **disagreement**