

DEPOSIT FOR THE PURPOSES OF PATENT PROCEDURE

APPLICATION FORM

I/We request NCIMB Ltd to accept for deposit for the purposes of patent procedure the following organism(s):

(Name of organism(s) and depositor's strain or cultivar designation, if any).

I/We understand that if after examination of the organism(s) and/or the information contained in the Accession Form(s) enclosed herewith, NCIMB Ltd shall find the organism(s) not to be of a kind which it accepts for deposit for the purposes of patent procedure, NCIMB Ltd shall refuse to accept the organism(s) and shall notify me/us forthwith of such refusal. In such cases, unless I/we request the return of the organism(s) within 28 days of such notification, NCIMB Ltd shall be entitled to destroy it.

If NCIMB Ltd agrees to accept the organism(s), I/we agree to be bound by the following terms and conditions:

1. I/We have provided all the information and indications requested by NCIMB Ltd on the Accession Form(s) established by NCIMB Ltd for that purpose and enclosed herewith.
2. I/We may replace at my/our expense, according to the relevant patent regulations, the deposited organism(s), if it (they) should deteriorate or cease to exist, so that NCIMB Ltd is no longer able to furnish samples, following receipt from NCIMB Ltd of notification of such inability to furnish samples.
3. I/We will pay to NCIMB Ltd all fees charged for the storage of the organism(s) and the supply to me/us of samples thereof.

NCIMB Limited

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- 4. I/We will indemnify NCIMB Ltd against all claims that may be brought against NCIMB Ltd as a result of the release of samples of the organism(s), unless such claims arise of account of the negligence of NCIMB Ltd, its servants or agents.
- 5. I/We will not require the return of the organism(s), to me/us, for a period of 30 years after the date the organism(s) is (are) accepted for the purpose of patent procedures, or 5 years after the date of the last request for a sample thereof, whichever is the latter, during which period NCIMB Ltd shall have the right to retain the organism(s).
- 6. I/We will authorise NCIMB Ltd to release samples of the organism(s) only in accordance with the provisions of Rule 11 of the Budapest Treaty in any case where the deposit is intended to serve for the purposes of patent procedure for any state which has ratified the Treaty, or organisation which has made the declarations referred to in Article 9 of the Treaty. In any other case, I/we will authorise NCIMB Ltd to release such samples only:
 - (i) on my/our written authorisation
 - or
 - (ii) on the written authorisation of the following industrial property office(s) (specify industrial property offices):
- 7. I/We will abide by the above terms and conditions, which may be varied from time to time for the purpose of compliance with any Treaty or Convention to which the United Kingdom is a party.

Signature of Depositor

Name Date

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