

## DEPOSIT FOR THE PURPOSES OF PATENT PROCEDURE

### APPLICATION FORM

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

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

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

If NCIMB Ltd agrees to accept the biological material, 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 biological material, 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 biological material and the supply to me/us of samples thereof.
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 biological materials 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 biological material to me/us, for a period of 30 years after the date the biological material is 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 retain the biological material as required under rules 6.1(a)(i) and 9.1 of the Budapest Treaty.
6. I/We will authorise NCIMB Ltd to release samples of the biological material 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.

Please state if the "Expert Witness" clause will be requested:

YES	NO
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#### **NCIMB Limited**

Ferguson Building, Craibstone Estate, Bucksburn, Aberdeen, AB21 9YA. United Kingdom  
 Tel: +44 (0)1224 711100 Email: enquiries@ncimb.com Website: www.ncimb.com

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:	
Print name:	
Signed on behalf of:	
Date:	