Public Health Agency of Canada | Agence de la santé publique du Canada

Protected B When Completed

International Depositary Authority of Canada
National Microbiology Laboratory
Public Health Agency of Canada
1015 Arlington Street, Winnipeg, Manitoba, Canada R3E 3R2
Telephone: (204) 789-6035 Fax: (204) 789-2018

International Form IDAC/BP/1

Validate & Print Form | Print Form

Statement in the Case of an Original Deposit

(In compliance with the Budapest Treaty on the International Recognition of the Deposit of Microorganisms for the Purpose of Patent Procedure)

The undersigned hereby deposits under the Budapest Treaty the microorganism identified hereunder and undertakes not to withdraw the deposit for the period specified in Rule 9.1 of the Treaty (30 years from date of deposit). The undersigned further certifies that if a strain should deteriorate during the period of time so specified, due to causes other than negligence of IDAC staff, that it is depositor's responsibility to replace it with a living culture of the identical organisms or cell. For deposits of viruses, cell cultures and plasmids, it is the depositor's responsibility to supply a sufficient quantity for distribution during the period of time specified above. The depositor understands that if the deposit is accepted by IDAC that this form will be contractually binding on both parties.

I. Identification of Deposit

Identification Reference[1]:

☐ Mixture of microorganisms (mark with a cross where applicable):

II. Conditions for Cultivation ☐ [2]

III. Conditions for Storage ☐ [2]

IV. Conditions for Testing Viability ☐ [2]

V. Components of Mixture ☐ 2

Description of components:

Method(s) for checking presence of components:

VI. Properties Dangerous to Health or Environment[3] ☐ 2

◯ The deposit identified under I above has the following properties which are or may be dangerous to health or the environment:

◯ The undersigned is not aware of any such properties.

VII. Scientific Description and/or Proposed Scientific Designation[4] ☐ 2

Scientific description:

Proposed taxonomic designation:

Note: If this is a clinical specimen, please use a unique identifier. Do not include patient identifiers.

VIII. Additional Data ☐ 5

IX. Patent Agent

Should IDAC send copies of the receipt of deposit & viability statement to a patent agent? ◯ Yes ◯ No

If yes, please provide the name and address of the patent agent:

X: Notification

The undersigned requests official notification of all requests for samples of the deposit. ◯ Yes ◯ No

XI. Depositor[6]

Name: Telephone number:

Address: Email address:

[7]Signature: Date (YYYY-MM-DD):

Original, signed copies must be submitted via mail or courier.

[1] Number, symbols, etc, given to the deposit by the depositor.

[2] Mark with a cross if additional information is given on an attached sheet

[3] Mark with a cross the applicable box.

[4] It is strongly recommended that the scientific description and/or proposed designation of the deposit be indicated.

[5] Mark with a cross if additional information (other than the information referred to in Footnote 2) is given on the attached sheet, such as the source of the deposit, the name(s) and address(es) of any other depositary institution(s) with which the deposit has been deposited, or the criterion used when drafting the proposed taxonomic designation. The supplying of such information is optional.

[6] The depositor is the person or legal entity who claims ownership of the deposit.

[7] Where the signature is required on behalf of a legal entity, the typewritten name(s) of the natural person(s) signing on behalf of the legal entity should accompany the signature(s).

The depositor knows and will observe all of the provisions of the *Budapest Treaty*, in particular a) the provisions of all information required by IDAC, b) payment of all necessary fees, c) authorization for IDAC to furnish samples according to applicable patent requirements. The depositor will compensate IDAC for any damage it may sustain as a consequence of handling the deposit under the conditions specified above, and indemnify IDAC against any action incurred as a result of the release of samples, unless such action is a result of negligence on the part of IDAC staff. Any dispute shall be governed by Canadian law.

Canada