

AGHARKAR RESEARCH INSTITUTE, PUNE, INDIA
NATIONAL FUNGAL CULTURE COLLECTION OF INDIA (WDCM 932)
A National Facility Sponsored by DST, Government of India

AGREEMENT FOR DEPOSITION OF FUNGAL CULTURES

The depositor hereby acknowledges that he/she accepts all the following terms and conditions with respect to deposition of fungal culture(s) at NFCCI and hereby agrees not to make any objections later on against NFCCI-ARI.

1. Depositor hereby deposits pure fungal culture(s), and the NFCCI hereby accepts it in accordance with this agreement (**Form 1**) and the fungal deposition datasheet (**Form 2**).
2. NFCCI shall assign accession number to a fungal culture deposited by the depositor after necessary verification. NFCCI will take utmost care in maintaining and preserving of fungal culture(s). In case of loss of viability of culture(s), it is the responsibility of the depositor to replace with a viable culture upon request by NFCCI.
3. Depositor hereby accepts that upon deposition/delivery of fungal cultures at NFCCI, the depositor will have no rights to assign any contractual status to a third party.
4. NFCCI is authorised to transfer/or not to transfer its rights on fungal cultures to a third party when the NFCCI supply/distributes it with or without a fee.
5. Depositor hereby accepts and agrees that he/she will not claim/object NFCCI-ARI about any revenue/charges realized as a result of its depository or distribution service(s).
6. Depositor shall not exercise any of its intellectual property rights in the fungal cultures against the NFCCI-ARI, and shall not restrain the NFCCI-ARI from exploiting the same or claim for any payment with respect thereof.
7. Depositor hereby accepts and agrees, without objection, that the fungal cultures deposited pursuant to this agreement and the deposition datasheet will become public.
8. If NFCCI determines that the retention of the fungal cultures itself may violate any laws or conventions or may cause an adverse effect on the life, body or asset of a person due to a reason linked to public health issues or other problems, the NFCCI may annihilate or destroy all of the retained fungal cultures.
9. NFCCI & ARI will not be held liable in anyway for annihilation, deterioration, mutation or degradation of the fungal cultures or for non-redelivery of any lost or stolen fungal cultures.
10. Depositor warrants to the NFCCI that, upon deposit, inform about bio-safety level of fungal cultures and ensure that fungal culture(s) are not a **Level 3** or higher infectious agents.
11. Depositor hereby accepts and agrees, to get permission, if necessary, from concern State/ National Biodiversity Authority before submitting the culture(s) at NFCCI-ARI.
12. This agreement between depositor and the NFCCI shall terminate when all of the fungal culture(s) is annihilated, deteriorated, mutated, or degraded. However, NFCCI reserves right to continue to retain these fungal cultures even after the termination of the agreement.
13. NFCCI reserves all rights to accept and/or reject the request of deposition of fungal culture(s) received from the depositor. Mite infested/ mixed or contaminated fungal culture(s) will be discarded.
14. NFCCI reserves its right to levy/or not the annual maintenance charges of fungal culture(s) deposited in NFCCI.

Signature (Depositor)

Name:

Address:

Signature (Curator-NFCCI)

Name:

Address:

FOR NFCCI USE ONLY

NFCCI Accession No.:

Fungus Name (FIS identity):

Verified By:

Remark (if any):

**POSTAL ADDRESS: CURATOR, NATIONAL FUNGAL CULTURE COLLECTION OF INDIA,
AGHARKAR RESEARCH INSTITUTE, G.G. AGARKAR ROAD, PUNE – 411 004, INDIA**

FORM 1