NCIMB Culture Collection
Commercial Evaluation Licence Agreement
Ref:
Issued:

This Commercial Evaluation Licence Agreement (the "Agreement") is made and entered into upon the xxxxx (the "Effective Date") between NCIMB Limited (the National Collection of Industrial, Food and Marine Bacteria), a company located at Wellheads Place, Dyce, Aberdeen, AB21 7GB, United Kingdom, registered in Scotland under company number SC078368 ("NCIMB" or "Licensor") and [LICENSEE LEGAL NAME], a company incorporated in [JURISDICTION] with registered office at [ADDRESS] (the "Licensee").
NCIMB and the Licensee are each a "Party" and together the "Parties".

WHEREAS:
The Licensee wishes to obtain access to certain NCIMB culture samples solely for commercial evaluation purposes, and NCIMB is willing to grant such evaluation access for the duration of the Agreement, subject to the terms of this Agreement.

IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS
1.1 "Confidential Information" has the meaning set out in this Agreement and includes all proprietary or confidential information disclosed by one Party to the other.
1.2 "Effective Date" has the meaning set out above.
1.3 "Evaluation Activities" means laboratory, pilot-scale or technical activities undertaken solely to assess the suitability of the Samples for potential future commercial use.
1.4 "Evaluation Term" means the paid-for evaluation period specified in Schedule 1.
1.5 "Commercial Evaluation Licence fee" means the recurring evaluation access fee payable in advance, as set out in Schedule 1.
1.6 "Samples" means the NCIMB culture samples provided to the Licensee from NCIMB's collection, as listed in Schedule 1, including any progeny derived solely through replication for Evaluation Activities.
1.7 "Territory" means the geographic area defined in Schedule 1.

2. GRANT OF COMMERCIAL EVALUATION LICENCE
2.1 Grant of Licence.
Subject to payment of the applicable Commercial Evaluation Licence fee as set out in Schedule 2, NCIMB grants to the Licensee a non-exclusive, non-transferable, non-sublicensable licence to use the Samples solely to carry out Evaluation Activities, for the Evaluation Term and in the Territory.
2.2 Commercial Evaluation Licence duration.
This licence is granted strictly for the duration of the Agreement. Each payment entitles the Licensee to access and use the Samples only for the relevant paid Evaluation duration.
2.3 Automatic Lapse on Non-Payment.

If any Commercial Evaluation Licence fee is not paid in full by the due date this Commercial Evaluation Licence shall automatically lapse, without the need for notice; and all rights granted to the Licensee under this Agreement shall immediately cease.

3. NO COMMERCIAL RIGHTS

3.1 Evaluation-Only Use.

No right is granted to sell, offer for sale, supply, distribute, market or otherwise commercialise the Samples, any progeny, derivatives or any outputs of the Evaluation Activities.

3.2 Commercial Licence Required.

Any commercial manufacture, regulatory use, sale or revenue-generating activity involving the Samples requires a separate written commercial licence, agreed between the Parties.

4. REVOCATION, RETURN AND DESTRUCTION

4.1 Revocation of Rights.

Upon lapse or termination of this Agreement for any reason (including non-payment), the Licensee irrevocably revokes all rights to use the Samples.

4.2 Return or Destruction.

Within thirty (30) days of lapse or termination, the Licensee shall, at NCIMB's election return all Samples to NCIMB; or destroy all Samples, progeny, derivatives and copies thereof.

4.3 Certification.

The Licensee shall provide NCIMB with written certification confirming completion of the return or destruction.

5. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

5.1 Ownership.

All right, title and interest in the Samples remain with NCIMB. No ownership or implied licence is granted.

5.2 Evaluation Results.

Subject to NCIMB's underlying rights in the Samples, data generated by the Licensee during Evaluation Activities shall belong to the Licensee.

5.3 Confidentiality.

Each Party shall keep Confidential Information confidential.

6. WARRANTIES AND LIABILITY

6.1 Evaluation-Use Disclaimer.

The Samples are supplied for evaluation use only and are provided "as is", without warranties of merchantability, fitness for purpose or non-infringement.

6.2 Indemnity.

The Licensee shall indemnify and hold harmless NCIMB from claims arising from the Licensee's handling or use of the Samples, except to the extent arising from NCIMB's negligence or breach.

7. TERM AND TERMINATION

7.1 This Agreement shall continue only for the duration of this Agreement paid by the Licensee.

7.2 Termination or lapse shall immediately trigger the obligations set out in Clause 4 (Revocation, Return and Destruction).

8. GOVERNING LAW
This Agreement and any dispute arising from it shall be governed by and construed in accordance with the law of Scotland, and the courts of Scotland shall have exclusive jurisdiction.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorised representatives.

NCIMB Limited	**[Licensee]**
Signed:	Signed:
Name :	Name:
Position:	Position:
Date:	Date:

SCHEDULES

Schedule 1 – Samples, Territory and Commercial Evaluation Licence Terms

Schedule 1 – NCIMB culture sample(s)

Strain Name	**Strain Number (NCIMB)**	**Start Date**	**Duration (months)**	**End Date**	**Territory**	**Commercial Evaluation Licence fee**
		Date of consignment being received by licensee				

Schedule 2- Payment terms

Pay-As-You-Go Evaluation Fees and Payment Frequency Standard Tariff
Subject to the terms of this Agreement, the Licensee shall pay NCIMB a **pay-as-you-go evaluation access fee** per NCIMB culture strain **for each six (6) month Evaluation Term**, payable **in advance**.

Direct Debit Discount
Where the Licensee elects to pay the Pay-As-You-Go Fee by **direct debit**, the applicable fee shall be reduced to by 10% **for each six (6) month Evaluation Term**, provided that:

- the direct debit mandate remains in place; and
- all payments are successfully collected when due.

Failure of a direct debit payment shall result in reversion to the standard tariff and may trigger lapse of the licence in accordance with Clause 2.3 of the Agreement.

Multi-Strain and Multi-Period Discounts
Eligibility for Discounts. Discounts may be applied where the Licensee:

- licenses **two (2) or more NCIMB culture strains** concurrently under pay-as-you-go terms; and/or
- commits to **multiple Evaluation Terms of six (6) months each**, whether for one or more strains.

Discount Tiers
Where eligible, the following discounts shall apply to the applicable Pay-As-You-Go Fees:

Number of pay-as-you-go tariffs committed	Discount applied
2 or more tariffs	10%
4 or more tariffs	14%
7 or more tariffs	20%
10 or more tariffs	26%

For the purposes of this Schedule, a **"pay-as-you-go tariff"** means one NCIMB culture strain licensed for one six (6) month Evaluation Term.
Application of Discounts
Discounts shall be:

- applied to the standard or direct debit tariff, as applicable;
- calculated on the total Pay-As-You-Go Fees payable for the relevant commitment period; and
- confirmed in writing by NCIMB prior to invoicing.

Payment in Advance All Pay-As-You-Go Fees are payable **in advance** of the commencement of each Evaluation Term.
Currency All payments shall be made in **pounds sterling (£)**, unless otherwise agreed in writing.
Effect of Non-Payment Failure to pay any Pay-As-You-Go Fee in full by the due date shall result in **automatic lapse of the Commercial Evaluation Licence.** In accordance with Clause 2.3 of the Agreement, without the need for notice.
No Refunds. Pay-As-You-Go Fees are **non-refundable**, including where the Licensee elects not to continue Evaluation Activities during a paid Evaluation Term.