NCIMB Culture Collection
Strain Screening Licence Agreement
Ref:
Issued:

This Strain Screening 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 Strain Screening purposes, and NCIMB is willing to grant such Strain Screening use access for the Term 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 "**Strain Screening Use**" means the means the Term limited, use of the Samples by the Licensee solely to conduct controlled laboratory-based assays and comparative testing to evaluate the performance, characteristics, or suitability of multiple Samples for preliminary selection purposes
1.4 "**Strain Screening fee**" means the access fee payable in advance, as set out in Schedule 1.
1.5 "**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 QC purposes.
1.6 **"Term",** means the period that this agreement in place. At the end of the Term a new licence must be obtained or the Samples destroyed. The Term may be extended as agreed between the parties by amendment to this Agreement.
1.7 "**Territory**" means the geographic area defined in Schedule 1.
1.8 "**Excluded Use**" means any use not expressly permitted as Strain Screening Use and includes, without limitation, any development, optimisation, regulatory, commercial, or derivative-related activity involving the Sample

2. GRANT OF STRAIN SCREENING USE LICENCE
2.1 Grant of Licence.
Subject to payment of the Strain Screening Licence fee, NCIMB grants to the Licensee a non-exclusive, non-transferable, non-sublicensable licence to use the **Samples** solely for **Strain Screening Use**, for the Term period and in the **Territory**.
2.2 Automatic Lapse at end of term.

The licenced rights automating lapse at the end of the term as specified in Schedule 1.

3. NO COMMERCIAL RIGHTS

3.1 Microbial strains supplied by NCIMB for **Strain Screening Use** must only be used for multi-strain testing and assaying for preliminary screening purposes to identify preferred candidate strain(s) to further use under a NCIMB Commercial Evaluation Licence.

No right is granted to sell, offer for sale, supply, distribute, market or otherwise commercialise the **Samples**, any progeny, derivatives or any outputs. Excluded Use includes, without limitation:

- any development, optimisation, or scale-up of processes involving the Samples;
- any use for regulatory submission, product development, manufacture, or commercial exploitation;
- any isolation, characterisation, sequencing, modification, or derivation of the Samples or equivalent biological material; and
- any continued use beyond the Screening Term without entry into a further NCIMB Licence or destroy the material.
- any research and development activity aimed at discovery, optimisation, or improvement of biological functions, strains, processes, or products;
- any commercial, industrial, or scale-up use, including incorporation of the Samples into manufacturing, fermentation, biocatalysis or production workflows;
- any use in product development, including the development of diagnostics, therapeutics, enzymes, chemicals, or other commercial outputs;
- any genetic modification, sequencing, or characterisation beyond that necessary for routine QC verification;
- any redistribution, sublicensing, or provision of the Licensed Material to third parties (other than accredited testing subcontractors acting solely on behalf of the Licensee for permitted purposes);
- any use intended to generate intellectual property, regulatory filings, or publications beyond routine QC documentation; and

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 16 weeks the Licensee shall, at NCIMB's election return all **Samples** to NCIMB; or destroy all **Samples**, progeny, derivatives and copies thereof. Except when a further NCIMB Commercial Licence is obtained.

4.3 Certification.

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

5. INTELLECTUAL PROPERTY

5.1 Ownership.

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

5.2 Data Generation.

Subject to NCIMB's underlying rights in the **Samples**, data generated by the Licensee during **Strain Screening use** activities shall belong to the Licensee.

6. WARRANTIES AND LIABILITY

6.1 **Strain Screening Use** Disclaimer.

The **Samples** are supplied for **Strain Screening 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. The Licensee acknowledges that NCIMB has no control over, and accepts no liability for, any processes or products in which the Samples are used, and all such risk shall rest entirely with the Licensee.

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 **Strain Screening use** Licence Terms

Schedule 1 – NCIMB culture sample(s)

Strain Name	**Strain Number (NCIMB)**	**Territory**	**Strain Screening Licence fee**	**Term**
				12 weeks from shipping