



nextgensciences

Limited Licence to use *flashBAC*TM

1 In this Licence the following expressions shall have the following meanings:

DNA	shall mean deoxyribonucleic acid;
Fee	shall mean the fee invoiced for the Materials by the Licensor to the Licensee;
Licensee	shall mean the purchaser of the Materials;
Licensor	shall mean NextGen Sciences Limited a company incorporated in England under company number 03914988 of Building 56, Alconbury North Airfield, Alconbury, Huntingdon, Cambs., PE28 4DA;
Materials	shall mean the Licensor's product known as <i>flashBAC</i> TM comprising either or both an agreed quantity of DNA and the relevant User Guide;
Purpose	shall mean the use by the Licensee of the Materials for the production of recombinant proteins and/or viruses for Research purposes only;
Research	shall mean the Licensee's systematic search or investigation towards increasing the sum of its knowledge in the production of recombinant proteins and/or viruses.
User Guide	shall mean the instructions provided with <i>flashBAC</i> TM to enable the Licensee to produce recombinant proteins and/or viruses from the DNA

2 The Licensor and the Licensee have agreed to enter into this Licence on the following terms and conditions.

3 The Licensee acknowledges and accepts that by opening and/or using the Materials it is agreeing to and accepting these terms and conditions. If the Licensee does not agree to these terms and conditions it must immediately return all the Materials unused to the Licensor who shall issue a refund for the Fee.

4 The Licensor is permitted to promote, market and sub-licence the Materials under licence from Oxford Brookes University which is the owner of the Materials and has the right to exploit the Materials under, inter alia, patent applications numbered EP1144666, WO0112829 and AU6460800.

5 This Licence shall commence on the date hereof and continue until the earlier of: (a) the DNA has been used; (b) the DNA has been destroyed; or (c) the expiry date of the DNA.

6 The Licensor hereby grants to the Licensee and the Licensee hereby accepts a limited, non-exclusive, non-transferable licence to use the Materials for the Purpose and as otherwise set out in this Licence.

7 The Licensee warrants to the Licensor that:

7.1 it shall only use the Materials for the purpose of Research; and

7.2 it shall not alter, produce, manufacture, reverse engineer or amplify the DNA; and

7.3 it shall not offer to or provide to any third party any protein created pursuant to this Licence, save that the Licensee may provide samples of the same to third parties for research purposes; and

7.4 it shall not provide any services to any third party using the Materials; and

7.5 if the Licensor desires to use the Materials for any purpose of than the Purpose, it shall notify the Licensor accordingly and procure a suitable licence from Oxford Brookes University prior to any such use.

8 The Licensee shall keep the DNA in accordance with the directions contained in the User Guide.

9 The Licensor shall raise an invoice to the Licensee for the Fee and the Licensee agrees to pay the same to the Licensor within thirty (30) days of receipt of the invoice.

10 The Materials are provided as is and neither the Licensor nor any staff acting on its behalf accepts any liability whatsoever for any of the Materials or in connection with the Licensee's possession, handling or use of the Materials.

11 The Licensee's remedy pursuant to this Licence shall be limited at the Licensor's option to the replacement of the Materials or a refund of the Fee paid by the Licensee.

12 Ownership of the Materials shall pass to the Licensee upon dispatch of the Materials by the Licensor to the Licensee.

13 The Licensee shall indemnify, at its own expense, the Licensor and Oxford Brookes University from and against any and all claims by any third party for infringement of intellectual property rights, loss or damage resulting from the Licensee's breach of this Licence.

14 This Licence is personal to the parties and shall not be assigned or otherwise transferred in whole or in part by either party.

15 This Licence constitutes the entire agreement and understanding between the parties in respect of the Materials and supersedes all previous agreements, understanding and undertakings in such respects and all obligations implied by law to the extent that they conflict with the express provisions of this Licence.

16 The invalidity, illegality or unenforceability of a provision of this Licence shall not affect or impair the continuation in force of the remainder of this Licence.

17 The Licensor reserves the right to revoke this permission and may require the Licensee to return or destroy any remaining DNA and/or the User Guide.

18 Clauses 1, 3, 7, 9, 10, 13, 16, 18 - 20 shall survive any termination or expiry of this Licence.

19 The interpretation construction and effect of this Licence shall be governed and construed in all respects in accordance with the laws of England and the parties hereby submit to the non-exclusive jurisdiction of the English courts.

20 The Contracts (Rights of Third Parties) Act 1999 shall have no application to this Licence whatsoever and the parties do not intend hereunder to benefit any third party, save that Oxford Brookes University may pursue the Licensee for any breach of the terms of this Licence.