

PATENT ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LICENSE
CONVEYING PARTY DATA	
Name	Execution Date
UNIVERSITY OF ANGERS	11/04/2019
RECEIVING PARTY DATA	
Name:	OUEST VALORISATION
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Internal Address:	METROPLIS 2, CS 80804
City:	RENNES CEDEX
State/Country:	FRANCE
Postal Code:	35708
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	14414788
Application Number:	16564501
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DATE SIGNED:	02/19/2020
Total Attachments: 18	
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EXCLUSIVE PATENT LICENCE AGREEMENT

BETWEEN THE UNDERSIGNED PARTIES:

Ouest Valorisation

SAS registered on 26/07/2012 with the Register of Trades and Companies of Rennes under number B 753 000 611, with its registered office at 14C, rue du Pâtis Tatelin – METROPOLIS 2 – CS 80804 – 35708 RENNES Cedex, SIRET no.: 75300061100016, APE code: 7490B, represented by its President, Vincent LAMANDE, hereinafter referred to as **OUEST VALORISATION**

OF THE ONE PART

AND

THE UNIVERSITY OF ANGERS,

Public scientific, cultural and professional institution, with its registered office at 40, rue de Rennes BP73532 49035 Angers cedex 01, SIRET no.: 194 909 701 00303, APE code: 8542 Z, represented by Mr Christian ROBLEDO, acting in the capacity of President, Hereinafter referred to as the “**INSTITUTION**”

OF THE OTHER PART

OUEST VALORISATION and the INSTITUTION are hereinafter referred to jointly as the “**PARTIES**” and individually as a “**PARTY**”.

Endorsements

- Having regard to the Agreement of 13 January 2011 between the State and the Caisse des Dépôts et Consignations and the Agence National de la Recherche relative to the future investment programme (“Valorisation – Fonds National de Valorisation relative to Investment Funds in SATTs” action);
- Having regard to the SATT project and its methodological guide, listing the purpose and the scope of a *Société d’Accélération du Transfert de Technologies* [fast track technology transfer company];
- Having regard to the application file for “SATT” projects presented under the name SATT OUEST VALORISATION approved on 23 January 2012 and selected under the future investment programme;
- Having regard to the decision of the General Management of the Agence National de la Recherche drawing up the list of projects selected under the call for SATT projects of the “future investments” programme;
- Having regard to the articles of association of OUEST VALORISATION approved at its General Meeting of formation on 20 July 2012;
- Having regard to the beneficiary contract between the State, the ANR and the Caisse des Dépôts et Consignations of the one part, and the shareholders of OUEST VALORISATION of the other part;
- Having regard to the framework agreement entered into between OUEST VALORISATION and the INSTITUTION (hereinafter referred to as the “**FRAMEWORK AGREEMENT**”);

WHEREAS:

Researchers of the IRHS – UMR 1345 (hereinafter referred to as the “Laboratory”) devised an invention, which was the subject of a patent application filed in the name of the University of Angers on 16/07/2012 under no. EP12176613, entitled “POTENTIATING AGENTS FOR PROTECTING PLANTS FROM FUNGAL INFECTIONS”.

The INSTITUTION is the owner of the PATENTS.

To enable OUEST VALORISATION to enter into a sub-licence agreement over the PATENTS with a THIRD PARTY, the INSTITUTION grants an exclusive licence to OUEST VALORISATION, in compliance with the FRAMEWORK AGREEMENT, under the terms stipulated hereunder.

THE FOLLOWING HAS CONSEQUENTLY BEEN AGREED:

Preliminary article – DEFINITIONS

FRAMEWORK AGREEMENT shall mean the horizontal cooperation agreement signed on 16/01/2015 and of which the INSTITUTION and OUEST VALORISATION are co-signatories, having the purpose of defining the rights and obligations of the PARTIES to achieve the joint implementation of the general interest mission, which they share, of valorisation of the results of the public research to the benefit of society, and which notably specifies the terms of cooperation for the management of the activities for protection of the INTELLECTUAL PROPERTY, INVESTMENT and marketing approaches with a view to entering into the TRANSFER AGREEMENTS.

OWNER shall mean the INSTITUTION.

PATENT(S) shall mean:

- the French priority patent application filed on 16/07/2012 under no. EP12176613, entitled “POTENTIATING AGENTS FOR PROTECTING PLANTS FROM FUNGAL INFECTIONS”, in the name of the OWNER and published 22/01/2014 under no. EP2687097;
- the PCT patent application filed on 27/06/2013 under no. PCT/EP2013/063574;
- European patent application EP 13731833.3 deriving from the aforementioned PCT application;
- US patent application 14/414,788 deriving from the aforementioned PCT application;
- all patents deriving wholly or partly from these applications, all rights resulting therefrom, and notably the corresponding patents, as well as the registrations, applications, divisions, continuations, renewals, re-examinations and new grants, in whole or in part, linked thereto and the related extensions.

LICENCE AGREEMENT shall mean this licence agreement signed between the INSTITUTION and OUEST VALORISATION, together with its annexes, which form an integral part thereof, and any addendums thereto.

TRANSFER AGREEMENT shall mean any contract entered into by OUEST VALORISATION with a THIRD PARTY (including, but not limited to, option contract on licence, sub-licence agreement) having the purpose of the industrial and/or commercial exploitation of the PATENTS for which the INSTITUTION and OUEST VALORISATION have signed this LICENCE AGREEMENT, and which has the purpose of generating or which is a source of TRANSFER AGREEMENT REVENUES, to the exclusion notably of this LICENCE AGREEMENT and the contracts of assignment.

EFFECTIVE DATE shall mean 04/11/2019, notwithstanding the date of signing of this LICENCE AGREEMENT by all PARTIES.

TRANSFER DATE shall mean the date on which a transfer agreement is signed with a THIRD PARTY over the PATENTS.

DOMAIN shall mean any domain in which the PATENT may apply.

INTELLECTUAL PROPERTY COSTS shall mean the costs, notably those billed by the industrial property consultancy in charge of the PATENT, by its foreign agents or by the services company responsible for payment of the renewal fees, or by the staff of OUEST VALORISATION, if it participates directly in the writing of the patents, or other parties (agency, notary) employed for operations of analysis of patentability, preparation, registration, filing, extension, grant or defence before a Patent Office.

INVESTMENT shall mean any financing by OUEST VALORISATION in connection with the PATENTS, notably the INTELLECTUAL PROPERTY COSTS and/or the costs relating to a MATURATION PROGRAMME.

PRODUCTS shall mean all products, methods or services implementing all or some of the PATENTS, or which could not be developed, undertaken, used, manufactured, offered, put on sale, imported, held or marketed without using, and/or infringing in the absence of a licence, all or some of the PATENTS.

MATURATION PROGRAMME shall mean the INVESTMENTS made after obtaining the invention subject of the PATENT and having the purpose of favouring the conclusion of TRANSFER CONTRACTS, such as notably recruitment of staff, purchase of consumables, research and development works undertaken in a public research laboratory or subcontracted to a firm, market survey, management of the MATURATION PROGRAMME, and freedom to operate study.

TRANSFER AGREEMENT REVENUES

[redacted text]

[redacted text]

SUBLICENSEE shall mean any **THIRD PARTY** having signed a **TRANSFER AGREEMENT** over the **PATENTS** with **OUEST VALORISATION**, and notably a sub-licence (or an option on sub-licence) to implement the **PATENTS**, or to create, develop, use, manufacture, offer, import, hold or market the **PRODUCTS** in the **DOMAIN** and the **TERRITORY**.

TERRITORY shall mean the territories covered by the **PATENTS**.

THIRD PARTY shall mean any private individual or corporate entity other than **OUEST VALORISATION** and the **INSTITUTION**.

Words in the plural shall be understood in the singular, and vice versa.

Article 1 – PURPOSE, NATURE AND EXTENT OF THE CONTRACT

1.1 Through this **LICENCE AGREEMENT**, the **INSTITUTION** grants to **OUEST VALORISATION**, which accepts, an exclusive licence over the **PATENTS** in the **DOMAIN** and the **TERRITORY** with a view to implementation of the **INVESTMENT** missions and/or fulfilment of approaches of valorisation or marketing of the **PATENTS**, within the limit of the rights granted in this **LICENCE AGREEMENT**, notably signing of a **TRANSFER AGREEMENT** with a **SUB-LICENSEE** to ensure the development, use, implementation, manufacture and marketing of the **PRODUCTS** on the **TERRITORY** and in the **DOMAIN**.

1.2 The licence granted in Article 1.1 of this **LICENCE AGREEMENT** shall be accompanied by the concession by the **INSTITUTION** to **OUEST VALORISATION** of the right to grant sub-licences over the **PATENTS** to **SUB-LICENSEES** for the development, use, implementation, manufacture and marketing of the **PRODUCTS** in the **TERRITORY** and in the **DOMAIN**.

1.3 **OUEST VALORISATION** recognises having had access, no later than the **EFFECTIVE DATE** of this agreement, to all necessary information enabling it to fully assess the content and the extent of the **PATENTS**, and the licence rights granted to it under the terms herein.

1.4 This exclusivity means that the **INSTITUTION** undertakes not to grant, during the term of the **LICENCE AGREEMENT** defined in Article 2 below, and subject to the stipulations set out in paragraphs 9.3 and 13.6, any other exclusive or non-exclusive licence to **THIRD PARTIES** over the **PATENTS** in the **DOMAIN** and on the **TERRITORY**:

- for the development, use, implementation, manufacture and marketing of the **PRODUCTS**, and/or
- with a view to fulfilment of a valorisation or marketing approach, notably by seeking an operator that will ensure the development, use, implementation, manufacture and marketing of the **PRODUCTS**.

The **INSTITUTION** however retains the right to use the **PATENTS** for research purposes, alone or in collaboration with **THIRD PARTIES**.

Article 2 – DURATION

This LICENCE AGREEMENT shall take effect on the EFFECTIVE DATE and shall remain in force until the date of expiry of the last of the PATENTS for any reason (notably relinquishment, rejection, revocation or expiry), subject to any termination under the conditions of Article 13 below.

Article 3 – SUB-LICENCE

3.1 Pursuant to the stipulations of Article 1.2 of this LICENCE AGREEMENT, OUEST VALORISATION may grant TRANSFER AGREEMENTS relating to the PATENTS to solvent SUBLICENSEES presenting guarantees of professionalism and competence in the DOMAIN and on the TERRITORY.

A copy of the signed TRANSFER AGREEMENTS and their addendums shall be sent to the INSTITUTION upon signing by all parties.

3.2 OUEST VALORISATION undertakes to include a clause in the TRANSFER AGREEMENTS according to which the SUBLICENSEE must keep specific accounts and provide a statement of its revenues linked to the exploitation of the PATENTS, and a clause according to which OUEST VALORISATION may audit the accounts kept by the SUBLICENSEE in connection with the TRANSFER AGREEMENT. It is understood that OUEST VALORISATION may order this audit on its behalf and at its cost. However, in the event where the INSTITUTION asks OUEST VALORISATION to conduct an audit, OUEST VALORISATION undertakes to carry out such audit with the auditor approved by the INSTITUTION and to communicate the elements thereof to the INSTITUTION. In this latter situation, it is understood between the PARTIES that the INSTITUTION shall cover the costs of audit and that they may only invoke this audit option once a year. The PARTIES shall send each other the reports of any audit that may have been undertaken by either of the PARTIES.

3.3 OUEST VALORISATION shall make every effort to include a clause in the TRANSFER AGREEMENTS according to which the SUBLICENSEE shall be subject to conditions of confidentiality similar to those defined in Article 8 below, and such that all clauses of the TRANSFER AGREEMENTS shall comply with and respect the clauses of this LICENCE AGREEMENT.

3.4 OUEST VALORISATION shall ensure the proper execution of the TRANSFER AGREEMENTS, in compliance with the obligations incumbent upon it under this LICENCE AGREEMENT, and shall make every effort to ensure the execution by its SUBLICENSEES of the obligations incumbent upon them.

Article 4 – TRANSFER OF THE LICENCE AGREEMENT

4.1 This LICENCE AGREEMENT is entered into on an intuitu personae basis. Consequently, it is personal, non-assignable and non-transferable, subject to the TRANSFER AGREEMENTS granted by OUEST VALORISATION in compliance with the stipulations of Articles 1.2 and 3 of the LICENCE AGREEMENT, and the stipulations of Article 4.2 below, or any other provision negotiated in good faith and enacted in writing by the PARTIES.

4.2 In case of takeover of control, merger, absorption, assignment or transfer of OUEST VALORISATION or its activities to another corporate entity, or any other transformation of

OUEST VALORISATION aiming to change the intuitu personae features taken into account for this LICENCE AGREEMENT, the Parties shall meet with a view to determining whether these changes undermine the stipulations and performance of this LICENCE AGREEMENT. In this context, and save in the case where these changes are validated within the framework of a General Meeting of OUEST VALORISATION, apart from regulatory changes, the LICENCE AGREEMENT may be terminated by the INSTITUTION without notice and without compensation.

In case of written consent of the INSTITUTION, it is hereby understood that the said corporate entity shall in any event be subject to the same obligations as those incumbent upon OUEST VALORISATION in this LICENCE AGREEMENT, unless the new parties jointly agree otherwise.

An addendum to this LICENCE AGREEMENT must be signed between the INSTITUTION and the said corporate entity, simultaneously to the operation in question undertaken with OUEST VALORISATION, in which the option chosen by the new parties, in compliance with the previous paragraph, shall be specified.

Article 5 – TECHNICAL ASSISTANCE

5.1 Where necessary, the INSTITUTION undertakes that its agents assigned to the laboratory shall lend their assistance to the SUBLICENSEE for the exploitation of the PATENTS under conditions compatible with their professional obligations, but in any event this technical assistance may not extend beyond a period of three (3) months from the date of signing the TRANSFER AGREEMENT. During the abovementioned period, the technical assistance is limited to THREE (3) persons and to ONE (1) day per month per person.

Any extension of this assistance shall be the subject of a separate agreement.

5.2 If, during the term of the assistance, the agents of the INSTITUTION assigned to the laboratory are called out on the request of the SUBLICENSEE, their travel and accommodation costs shall be payable by the THIRD PARTY.

Article 6 – VALORISATION AND EXPLOITATION

6.1 OUEST VALORISATION undertakes to develop and valorise the PATENTS, seek THIRD PARTIES able to exploit the PATENTS, negotiate, sign and monitor TRANSFER AGREEMENTS with THIRD PARTIES for the use, development, manufacture, offering and implementation and in the trade of the PRODUCTS in the DOMAIN and on the TERRITORY. OUEST VALORISATION undertakes to demonstrate diligence and not to spare any effort in conducting the abovementioned missions, notably to find operator THIRD PARTIES or outlets by means of canvassing and a reasonable advertising effort.

6.2 OUEST VALORISATION shall make every effort to include a clause in the TRANSFER AGREEMENTS through which it will ask the SUBLICENSEE to produce annual reports evidencing the development and exploitation of the PRODUCTS and/or appropriate resources implemented by the SUBLICENSEE with a view to the promotion and marketing of the PRODUCTS.

6.3 The use by OUEST VALORISATION or a SUBLICENSEE for any purposes, in particular for the purposes of commercial promotion or within the framework of the exploitation, written or verbal, of the name of the JOINT OWNERS, their acronym, and the name of one of their inventors, agents or officers, or any trademark, logo or distinctive sign belonging to the JOINT OWNERS or any adaptations or contractions of these, regardless of the media used, is

subject to the prior written permission of the JOINT OWNER(S) concerned, and where applicable the private individual concerned.

In any event, and even when the INSTITUTION has given its permission to the use planned by OUEST VALORISATION, the distinctive signs, brands, corporate names, trademarks, images, logos or figurative signs belonging to the INSTITUTION may not be used by OUEST VALORISATION or a SUBLICENSEE in a way which, through the form and/or the context used, can be interpreted as any guarantee granted by the INSTITUTION over the PRODUCTS or any product or service or action whatsoever of OUEST VALORISATION or the SUBLICENSEE.

Consequently, the SUBLICENSEES shall market the PRODUCTS under their own brands or under the brands for which they have lawfully obtained a licence.

The stipulations set out in paragraph 6.3 do not in any way prohibit either of the Parties from making reference to the other Party in any document constituted for the purposes of an administrative, regulatory or court proceeding, or for information by the INSTITUTION given to THIRD PARTIES involved in the PATENTS or needing to know it, and notably joint supervisory authorities, Shareholders, Ministries, the HCERES, and the Board of Ethics.

6.4 The stipulations of Article 6.3 shall remain in force notwithstanding expiry or termination of this LICENCE AGREEMENT, and OUEST VALORISATION shall ensure that its SUBLICENSEES are bound to the same obligations as those set out in this Article 6.3.

Article 7 – FINANCIAL CONDITIONS

[redacted text]

Article 8 - SECRECY

[redacted text]

[redacted text]

Article 9 – INTELLECTUAL PROPERTY PROCEDURES AND COSTS

9.1 Any intellectual property decision necessary to the extension, examination, obtaining, translation, grant or renewal of the PATENTS, and defence of the PATENTS before the Patent Offices in the countries in which they are filed or granted, shall be incumbent upon OUEST VALORISATION. OUEST VALORISATION shall communicate its decisions to the Industrial Property Consultancy responsible for the PATENTS, to any notary/agency sought for a PATENT procedure, and to the services company responsible for payment of the annuities.

The PATENTS shall be extended and renewed in the name of the JOINT OWNERS.

9.2 From the EFFECTIVE DATE, all INTELLECTUAL PROPERTY COSTS relative to the PATENTS and invoiced by the Industrial Property Consultancy responsible for the PATENTS, or by the services company responsible for payment of the annuities relative to the PATENTS, shall be borne by OUEST VALORISATION.

Thus, from the EFFECTIVE DATE, the Industrial Property Consultancy responsible for the PATENTS or the services company responsible for payment of the annuities relative to the PATENTS shall directly invoice OUEST VALORISATION for all INTELLECTUAL PROPERTY COSTS owing to the INSTITUTION and relative to the PATENTS.

It is understood between the PARTIES that when a TRANSFER AGREEMENT is signed with a THIRD PARTY, OUEST VALORISATION shall make every effort to ensure this THIRD PARTY covers the INTELLECTUAL PROPERTY COSTS.

9.3

9.3 a) In the event where OUEST VALORISATION wishes not to initiate or continue the abovementioned procedures for all or some of the PATENTS, including the renewal or the defence of the PATENTS before the Patent Offices, it shall notify the INSTITUTION thereof immediately, reasoning its decision, and with notice of at least one (1) month before the next expiry date relative to the PATENT procedures.

OUEST VALORISATION shall not be entitled to any reimbursement of INTELLECTUAL PROPERTY COSTS it may have borne relative to the PATENTS, and shall no longer have any licence right over the said PATENTS in the country or countries in question, which shall be automatically excluded from the scope of this LICENCE AGREEMENT from the date of notification by OUEST VALORISATION. Notwithstanding the foregoing, this Article 9 shall remain in force until either:

- the date on which the INSTITUTION has informed OUEST VALORISATION in writing of the decision of the INSTITUTION to continue the management of the PATENTS at its cost, with the INSTITUTION being free to grant all exclusive and non-exclusive rights of exploitation to a THIRD PARTY of its choice in the countries in question, or

- the date on which the relinquishment procedure described in Article 9.3 b) below has been finalised.

9.3 b) In this case, OUEST VALORISATION shall send the whole of the file to the INSTITUTION so it can assess the appropriateness of continuing the management of the PATENTS or relinquishing the PATENTS. If the INSTITUTION decides not to continue the maintenance of the PATENTS, OUEST VALORISATION shall offer the takeover of the PATENTS to the inventors, pursuant to the legal obligations applicable to public bodies. If the said inventors also do not wish to take over the PATENTS, OUEST VALORISATION shall confirm the relinquishment of the PATENTS. OUEST VALORISATION shall keep the INSTITUTION informed of these various approaches.

Article 10 – GUARANTEES

10.1 This LICENCE AGREEMENT is made without any guarantee other than:

- that of its personal dispossession and the material existence of the PATENTS, as existing on the EFFECTIVE DATE;
- that of the capacity of the INSTITUTION to enter into the LICENCE AGREEMENT;
- that of the absence of any licence concession, assignment, option on licence, preferential right, right of pledge or other security that could affect the full use of the LICENCE AGREEMENT by OUEST VALORISATION.

Pursuant to this Article, the INSTITUTION does not give any guarantee concerning the PATENTS, express or implicit, notably with regard to their usefulness or their industrial and/or commercial exploitability or their suitability for any function.

10.2 The possible hazards, risks and perils with regard to the execution of this LICENCE AGREEMENT, and any legal defects revealed by one or more of the PATENTS, are the sole responsibility of OUEST VALORISATION, which so accepts. Similarly, the possible hazards, risks and perils with regard to the execution of any TRANSFER AGREEMENT are the sole responsibility of OUEST VALORISATION, which so accepts, and which may at its sole discretion pass them on to the THIRD PARTY signatory of the TRANSFER AGREEMENT in question. In particular, it falls to the responsibility of OUEST VALORISATION and/or the SUBLICENSEES to identify and analyse, if OUEST VALORISATION and/or the SUBLICENSEES so deem it appropriate, the third party rights on which the PATENTS may be dependent, and to take into consideration the extent of the said third party rights.

Consequently, in case of rejection or cancellation of one or more PATENTS, of any type of dependency of the said PATENTS, or of another title relative to the PATENTS, whether legal, technical or economical, particularly to a prior dominant patent, in the event where the PRODUCTS, owing to the use of the PATENTS, are declared infringing by a final court decision, the INSTITUTION shall not be bound to return the sums already acquired from OUEST VALORISATION or the SUBLICENSEES, or to offer a reduction on the sums due up to the date of the final court decision, or to pay any damages to OUEST VALORISATION or to any THIRD PARTY in compensation for the loss caused by the said rejection, or the said cancellation, dependence or infringement.

10.3 OUEST VALORISATION shall make every effort such that a clause is stipulated in each TRANSFER AGREEMENT under the terms of which:

- in case of damage or loss of any nature caused by the PRODUCTS and/or the use of the PATENTS, the SUBLICENSEES shall be liable to their clients and/or any THIRD PARTY, notably for the implementation of the PATENTS and the quality and performance of the PRODUCTS;

- the SUBLICENSEES undertake to hold OUEST VALORISATION and/or the INSTITUTION and the members of their staff harmless, and guarantee the INSTITUTION and OUEST VALORISATION against any remedy that may be instigated against them owing to damage to people or property suffered at the time of exploitation of the PATENTS and the marketing of the PRODUCTS by the SUBLICENSEES;
- the SUBLICENSEES may not invoke the liability of OUEST VALORISATION and/or the INSTITUTION, and waives bringing any action against the INSTITUTION and OUEST VALORISATION in the event where these complaints, claims, proceedings and actions are brought against the SUBLICENSEES by a THIRD PARTY.

10.4 The stipulations of this Article 10 shall remain in force notwithstanding the expiry or termination of the LICENCE AGREEMENT.

Article 11 – REJECTION - INVALIDITY

If, on the TERRITORY, an administrative decision or a final court decision pronounces the total or partial rejection and/or the total or partial invalidity of one or more of the PATENTS and/or the restriction on the freedom to operate, OUEST VALORISATION and/or all SUBLICENSEES may not claim of the INSTITUTION any compensation, any reimbursement or any reduction in the sums due at the time of the administrative or final court decision.

Article 12 – INFRINGEMENT

12.1 Proceedings brought by the INSTITUTION and/or OUEST VALORISATION
If a Party (“Detecting Party”) learns of or identifies an infringement and/or a potential infringement of the PATENTS and/or actions in infringement which may be brought against it by a THIRD PARTY, it must send a notification (“NOTIFICATION OF INFRINGEMENT”) to the other PARTY within fifteen (15) days of the date of learning of or identifying it. The NOTIFICATION OF INFRINGEMENT must contain all relevant elements, if applicable, concerning information about the THIRD PARTY, the infringement or the potential infringement, and any recommendation that the Detecting Party may make concerning the measures that could be taken.

It is understood between the PARTIES that OUEST VALORISATION shall require its SUBLICENSEE to inform it of any action that may be brought to its knowledge.

The INSTITUTION and OUEST VALORISATION undertake to consult promptly, no later than thirty (30) days after receipt of the NOTIFICATION OF INFRINGEMENT, to decide on a strategy for action in infringement.

If the PARTIES agree to conduct the proceeding together, they shall determine in advance the proportion of the costs borne by each of them. Any compensation pronounced to their benefit by the courts shall be shared between the PARTIES in the same proportion as their contribution to the costs.

In the absence of such an agreement, the INSTITUTION may bring action alone and in its own name. In this situation, OUEST VALORISATION may not claim the benefit of any compensation. Any and all compensation pronounced by the courts shall benefit the INSTITUTION.

If the INSTITUTION does not wish to bring the proceedings wanted by OUEST VALORISATION, OUEST VALORISATION may instigate such proceedings at its cost and risk. OUEST VALORISATION shall alone benefit from any compensation pronounced by the courts to the benefit of the complainant.

If the INSTITUTION does not instigate the proceedings wanted by OUEST VALORISATION within 30 days of the meeting of the PARTIES, the agreement of the INSTITUTION shall be deemed acquired and OUEST VALORISATION and/or its SUBLICENSEES may bring such proceedings at their cost and risk. OUEST VALORISATION and/or the SUBLICENSEES shall alone benefit from any compensation pronounced by the courts to the benefit of the complainant. It is however agreed that after deducting all costs incurred by OUEST VALORISATION and/or its SUBLICENSEES to successfully conduct the proceedings, and reimbursement to the INSTITUTION of any costs it may have paid, the damages allocated to OUEST VALORISATION and those of its SUBLICENSEES shall be integrated into the amounts giving entitlement to financial returns to the benefit of the INSTITUTION.

The INSTITUTION reserves the right to intervene in the proceeding brought by OUEST VALORISATION, at its cost and risk, if this is dismissed in the first instance.

Each PARTY undertakes (i) to inform the other PARTY as fully as possible of any disputes directly or indirectly relating to the PATENTS to which the other PARTY is not party and their developments, and (ii) to communicate diligently and in good time all related documents and any procedural act issued or received.

12.2 Proceedings brought against the INSTITUTION and/or OUEST VALORISATION

If a PARTY is the subject of attacks in infringement following the exploitation of the PRODUCTS devised via implementation of the PATENTS, it shall immediately notify the other PARTY thereof, and each PARTY must provide the other with all documents and information it may have in its possession and which may be necessary to help with the defence of the PARTY or PARTIES.

12.3 The stipulations of paragraphs 12.1 and 12.4 shall remain in force notwithstanding the expiry or termination of this LICENCE AGREEMENT.

The PARTIES agree to provide each other with all documents or information that may be necessary for the actions mentioned above, and to keep each other regularly informed of the actions undertaken and the important stages of the proceedings.

12.4 This article must not under any circumstances be considered to constitute an obligation or a waiver of the INSTITUTION to conduct any action or intervention.

Article 13 – TERMINATION - EXPIRY

13.1 This LICENCE AGREEMENT shall be automatically terminated in case of cessation of trading, dissolution or voluntary liquidation of OUEST VALORISATION.

In the event where OUEST VALORISATION is the subject of safeguarding, court-ordered receivership or court-ordered liquidation proceedings, this LICENCE AGREEMENT shall be automatically terminated by the INSTITUTION after formal notice sent to the administrator remains without a response for one month, with respect for the provisions of Articles L. 622-13, L. 641-10 and L. 641-11-1 of the French Commercial Code.

13.2 This agreement may be automatically terminated by one of the PARTIES in case of failure by the other PARTY to execute the obligations stipulated in Articles 1.1, 1.4, 6.1, 7, 8 and 9 of this LICENCE AGREEMENT.

Termination for breach by one of the PARTIES of its obligations shall only become effective three months after sending of formal notice by the complainant PARTY to the defaulting PARTY:

- mentioning this clause 13.2, and
- informing the defaulting PARTY that if it fails to fulfil its obligations within a period of 3 months, the complainant PARTY is entitled to terminate the LICENCE AGREEMENT.

In the event where no act of MATURATION or INVESTMENT or search for an industrial THIRD PARTY and/or negotiation with a THIRD PARTY with a view to exploitation has been undertaken by OUEST VALORISATION over the PATENTS, the INSTITUTION may terminate the LICENCE AGREEMENT at the end of the procedure mentioned above.

The exercise of this termination option does not exempt the defaulting PARTY from fulfilling the obligations contracted up until the effective date of the termination, without prejudice to the payment of damages due by the defaulting PARTY in compensation for any loss suffered by the complainant PARTY owing to the early termination of this LICENCE AGREEMENT.

It is incumbent upon the defaulting PARTY to notify the other PARTY or PARTIES promptly of the occurrence of an event of force majeure and its cessation. The defaulting PARTY must make every effort to limit the duration and effects of the event of force majeure in question, and to swiftly remedy the cause of the non-performance and resume its obligation as quickly as possible. The occurrence of an event of force majeure, subject however to respect for the aforementioned notification within the given timeframe, shall entail the suspension of the obligation in question, on the understanding that the defaulting PARTY shall only be exempted from its obligation within the limit of the said impediment. Notwithstanding the foregoing, in case of persistence of the event of force majeure for more than 3 months, this LICENCE AGREEMENT may be automatically terminated by the complainant PARTY by means of notification.

13.3 If OUEST VALORISATION contests the validity of the PATENTS, the INSTITUTION may terminate this LICENCE AGREEMENT in accordance with the procedure specified in Article 13.2.

13.4 OUEST VALORISATION may terminate this LICENCE AGREEMENT when a THIRD PARTY wishes to have a licence over the PATENTS, whether or not exclusive. In this situation, the PARTIES shall draw up an addendum to this LICENCE AGREEMENT and agree that a new licence agreement shall be signed between the INSTITUTION and the THIRD PARTY, and OUEST VALORISATION where applicable, under the financial conditions negotiated by OUEST VALORISATION, with OUEST VALORISATION undertaking to respect the stipulations of this LICENCE AGREEMENT in its negotiations with the future operator, and on the understanding that the stipulations of this LICENCE AGREEMENT, particularly those of Articles 9 and 13.6, shall be discussed between the PARTIES and the said future THIRD PARTY operator. Signing of the said licence between the INSTITUTION, the THIRD PARTY and OUEST VALORISATION shall automatically and immediately terminate this LICENCE AGREEMENT.

13.5 In case of termination of this LICENCE AGREEMENT, the TRANSFER AGREEMENTS entered into with THIRD PARTIES before the date of expiry or termination of this LICENCE AGREEMENT, and notably the sub-licences, shall be automatically terminated. The INSTITUTION undertakes to enter into a licence agreement with each SUBLICENSEE under the same conditions as those presented in the TRANSFER AGREEMENTS, unless agreed otherwise between the INSTITUTION and the SUBLICENSEE in question. A provision in this vein shall be set out in the TRANSFER AGREEMENT.

13.6 OUEST VALORISATION reserves the right to terminate this LICENCE AGREEMENT if it deems that the PATENTS licensed cannot be the subject of a TRANSFER AGREEMENT. In the event where this LICENCE AGREEMENT is terminated, OUEST VALORISATION shall no longer have the right to grant TRANSFER AGREEMENTS from the effective date of termination of this LICENCE AGREEMENT.

In this case, OUEST VALORISATION shall send the whole of the file to the INSTITUTION so it can decide either to continue to manage the PATENTS or to relinquish the PATENTS. If the INSTITUTION decides not to continue to maintain the PATENTS, OUEST VALORISATION shall propose the takeover of the PATENTS to the inventors, pursuant to the legal obligations applicable to public bodies. If the said inventors also do not wish to take over the PATENTS themselves, OUEST VALORISATION shall confirm the relinquishment of the PATENTS.

OUEST VALORISATION shall keep the INSTITUTION informed of these various approaches.

This termination shall only become effective three (3) months after sending by OUEST VALORISATION of a registered letter with acknowledgement of receipt setting out the reasons for the termination and mentioning this Article 13.6, with the exception of Articles 9 and 13.6 of this LICENCE AGREEMENT, which shall remain in force until either:

- the date on which the INSTITUTION or the JOINT OWNERS have informed OUEST VALORISATION in writing of its/their decision to continue the management of the PATENTS at their cost; or
- the date on which the relinquishment procedure described in the above paragraph has been finalised.

The exercise of this termination option does not exempt OUEST VALORISATION from fulfilling the obligations contracted until the effective date of the termination.

13.7 Upon expiry or in the case of termination of this LICENCE AGREEMENT, OUEST VALORISATION undertakes:

- to no longer exploit the PATENTS or allow them to be exploited, directly or indirectly, until their expiry,
- to return to the INSTITUTION, within one month following expiry or termination of this LICENCE AGREEMENT, all documents and the various materials that the INSTITUTION has sent to it, without being able to keep copies thereof,
- and to immediately send the INSTITUTION all documents and information relative to the PATENTS and their management.

Article 14 – STOCKS

In the event where SUBLICENSEES hold PRODUCTS in stock on the date of [expiry or] termination of this LICENCE AGREEMENT, including components for their manufacture, they will be permitted to manufacture and sell these PRODUCTS for a maximum period of TWELVE (12) months after the date of termination of this LICENCE AGREEMENT, subject firstly to sending the INSTITUTION a statement of stocks on the date of termination of this LICENCE AGREEMENT, and secondly to respecting the financial obligations stipulated in the TRANSFER AGREEMENT.

Article 15 – ENTIRE AGREEMENT CLAUSE AND AGREEMENT LIMITS

15.1 In case of conflict or contradiction between any stipulation of the FRAMEWORK AGREEMENT and any stipulation of this LICENCE AGREEMENT, the stipulation of the LICENCE AGREEMENT shall prevail.

15.2 This LICENCE AGREEMENT may only be amended or renewed by an addendum signed by the representatives of the PARTIES duly empowered for this purpose.

15.3 It is specified that the relations arising between the PARTIES under this LICENCE AGREEMENT shall not confer any right other than those mentioned in this LICENCE AGREEMENT. It is understood that this LICENCE AGREEMENT notably does not entail concession to the benefit of OUEST VALORISATION of any right outside of the DOMAIN and the TERRITORY, or any right over patents other than the PATENTS.

Article 16 – TITLES

In case of difficulty in interpretation between any of the titles heading the clauses and any of the clauses, the titles shall be declared non-existent.

Article 17 – INVALIDITY OF A CLAUSE

If one or more stipulations of this LICENCE AGREEMENT is held to be invalid or declared as such pursuant to a law or a regulation – particularly of European Union law – or following a final decision of a competent court, the other stipulations shall retain all their strength and scope and the PARTIES shall make the necessary amendments without delay, respecting as far as possible the wishes existing at the time of signing this LICENCE AGREEMENT.

Article 18 – WAIVER

The fact of one of the PARTIES not citing a breach by the other PARTY of any of the obligations set out in this LICENCE AGREEMENT cannot be interpreted for the future as a waiver of the obligation in question.

Article 19 – DISPUTES – APPLICABLE LAW

19.1 This LICENCE AGREEMENT is governed by French laws and regulations.

19.2 In case of difficulty over the validity, interpretation or execution of this LICENCE AGREEMENT, the PARTIES undertake to resolve their dispute amicably. The birth of a dispute shall be materialised by the sending of a registered letter with acknowledgement of receipt by one of the PARTIES to the other PARTY setting out the reasons for the dispute. In the absence of amicable settlement within a period of three months from the first notification concerning the dispute, it shall be brought before the competent French courts.

19.3 This Article shall remain in force notwithstanding any case of expiry or termination of this LICENCE AGREEMENT.

Article 20 – REGISTRATION ON THE NATIONAL PATENT REGISTER

20.1 If necessary, this LICENCE AGREEMENT may be registered on the National Patent Register kept by the Institut National de la Propriété Industrielle, and on the national patent registers kept by the national Industrial Property offices concerned by the PATENT, by and at the cost of OUEST VALORISATION.

It is the responsibility of OUEST VALORISATION to limit the elements subject of any registration.

20.2 Any tax registration necessary for this LICENCE AGREEMENT shall be undertaken by OUEST VALORISATION at its sole cost.

Article 21 – LANGUAGES

This LICENCE AGREEMENT has been drawn up only in the French language, which version shall alone be deemed authentic.

Article 22 – NOTIFICATIONS

Any notification required under this LICENCE AGREEMENT shall be made by registered letter with acknowledgement of receipt to the PARTY concerned at the following address:

For the INSTITUTION:

University of Angers
Mrs Céline COPIN
Services Centraux – Présidence
Direction de la recherche, de l'innovation et des études doctorales – DRIED – Pôle partenariats et innovation
40 rue de Rennes – ANGERS – 49035 – Angers cedex

For OUEST VALORISATION:

SATT OUEST VALORISATION
Mr President
14C rue du Pâtis Tatelin
CS 80804
35708 RENNES CEDEX

Signed in 3 (three) original copies, one for the INSTITUTION, one for OUEST VALORISATION, and one for registration on the National Patent Register.

For the Institution

First name LAST NAME Christian ROBLÉDO
Title President
 of the University of Angers

Date: 04/11/2019

Place: ANGERS

Signature: [signature]

[Stamp: UNIVERSITY OF ANGERS – The President]

Signed in 3 (three) original copies, one for the INSTITUTION, one for OUEST VALORISATION, and one for registration on the National Patent Register.

For Ouest Valorisation

Vincent LAMANDE
President

Date: 04/11/2019
Place: [illegible]
Signature: [signature]

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