

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6484891

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	YI LI	06/30/2002
RECEIVING PARTY DATA		
Name:	AVIDEX LIMITED	
Street Address:	57C MILTON PARK	
City:	ABINGDON, OXFORDSHIRE	
State/Country:	UNITED KINGDOM	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	16087041
CORRESPONDENCE DATA		
Fax Number:		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Email:	areduta@fenwick.com	
Correspondent Name:	DANIEL M. BECKER	
Address Line 1:	801 CALIFORNIA STREET	
Address Line 2:	FENWICK & WEST LLP	
Address Line 4:	MOUNTAIN VIEW, CALIFORNIA 94041	
ATTORNEY DOCKET NUMBER:	33308-41616/US	
NAME OF SUBMITTER:	DANIEL M. BECKER, REG. NO. 38,376	
SIGNATURE:	/Dan Becker/	
DATE SIGNED:	01/07/2021	
Total Attachments: 11		
source=Employment contract_Yi L (redacted)#page1.tif		
source=Employment contract_Yi L (redacted)#page2.tif		
source=Employment contract_Yi L (redacted)#page3.tif		
source=Employment contract_Yi L (redacted)#page4.tif		
source=Employment contract_Yi L (redacted)#page5.tif		
source=Employment contract_Yi L (redacted)#page6.tif		
source=Employment contract_Yi L (redacted)#page7.tif		

source=Employment contract_Yi L (redacted)#page8.tif
source=Employment contract_Yi L (redacted)#page9.tif
source=Employment contract_Yi L (redacted)#page10.tif
source=Employment contract_Yi L (redacted)#page11.tif



CONTRACT OF EMPLOYMENT

between

Avidex Limited

and

YI LI

CONTRACT OF EMPLOYMENT

1. Parties

The terms and conditions of your employment are set out as follows in this agreement made between Dr. Yi Li of [Redacted] Leicester, [Redacted] and your employer, Avidex Limited, 57C Milton Park, Abingdon, Oxfordshire (hereinafter called "the Company").

2. Commencement of Employment

Your employment by the Company will commence on 24th June 2002 and will continue subject to the provisions in clauses 12 and 13. No employment with a previous employer counts as part of your period of continuous employment with the Company.

3. Job Title/Description and Reporting Structure

- 3.1 You are employed in the position of Senior Scientist and your duties will be designated from time to time by the Chief Scientific Officer.
- 3.2 You will be responsible to Dr. Jonathan Boulter.
- 3.3 The Company reserves the right to change the job title assigned to your position or the reporting structure in the organisation at any time.

4. Working Hours, Time and Attention to Duties and Place of Work

- 4.1 The basic working hours are 37.5 hours per week: from 9.00am to 5.30pm Monday to Thursday, 9.00am to 4.15pm on Friday, with ¾ hour for lunch.
- 4.2 You may however be required to work such additional hours as are necessary for the performance of your duties and/or as the needs of the business dictate (subject to any limits on working time imposed by the Working Time Regulations or any modification or amendment of those regulations). No overtime is paid.
- 4.3 You should devote all your time and effort during normal working hours to your duties on behalf of the Company. You are not allowed to engage in any other employment while you work for the Company.

- 4.4 Your normal place of work will be the Company's premises at Milton Park, Abingdon or such other location as the Company reasonably directs. The nature of your job is such that you may also be required to travel within the United Kingdom or overseas.
- 4.5 The Company reserves the right to relocate your normal place of work within a 30 mile radius of Milton Park. Ample notice will be given of any relocation and employees will be consulted as to suitable sites.

5. Remuneration

Your rate of pay is £[REDACTED] per annum payable in 12 equal monthly amounts in arrears. It will be reviewed annually in January, based on merit, and you will be notified of any increase. Your salary will accrue from day to day and will be paid by bank credit into your designated bank account unless otherwise agreed. Your remuneration will be subject to such deductions in respect of income tax, national insurance contributions and any other deductions as may from time to time be appropriate in terms of UK law.

6. Holiday Entitlement and Other Leave

- 6.1 The Company's holiday year is the calendar year to 31st December. In any calendar year in which you are continuously employed by the Company, you are entitled to all public holidays plus twenty five working days. If you are required to work on a public holiday, you will be entitled to one day of holiday for each such day worked, which should be taken before the end of the next calendar month. You should arrange to take your full holiday entitlement during each calendar year. If this is not possible you may carry up to five days of your accrued holiday entitlement into the next holiday year provided such entitlement is taken before 31st March. There will be no pay in lieu of holidays not taken except in respect of untaken holiday on termination of employment.
- 6.2 Holidays should be taken at times convenient to the Company and you should give a minimum of one month's notice; therefore you should note that the provisions of Regulation 15(1) of the Working Time Regulations are varied by this paragraph. Mid-year starters and leavers are entitled to be paid for all public holidays which occur during their employment with the Company, plus a pro rata amount of their full year entitlement based on the proportion of the year for which they are employed (25/52 days per completed week of service rounded to the nearest half day).
- 6.3 The Company follows statutory requirements on maternity leave and pay; further details are to be found in the Company handbook.
- 6.4 The Company operates a paternity leave scheme (in addition to statutory parental leave) whereby immediately following the birth of your child 2 full days' paid leave will be granted.

- 6.5 The Company follows statutory requirements on time off for family emergencies. Further details are to be found in the Company Handbook.
- 6.6 Study leave may be given by arrangement with your manager when any exams are sat.
- 6.7 Occasionally you may need to be absent from work due to reasons of public duty. Paid leave of absence for such duties will be at the discretion of your Head of Department; should jury service be required this will be on a paid leave of absence basis.

Should you be called on to perform jury service, you should keep your manager informed and obtain from the court any payment due by completing the necessary forms. The receipt for any such payment should be sent to the Company whereupon the balance of your normal salary will be paid for the time absent. Travelling and meal allowances will not be taken into consideration in calculating the balance due.

7. Absence from Work and Sick Pay

- 7.1 If you are unable to report for work for any reason you should notify the person to whom you are responsible as early as possible on the first day of absence. If you are unable to do this yourself, you should arrange for it to be done on your behalf.
- 7.2 If you are sick for up to seven consecutive calendar days (including weekends) you should immediately on your return to work complete a self-certification form and hand it to the person to whom you are responsible. If the period of sickness exceeds seven consecutive calendar days you should produce a doctor's medical certificate.
- 7.3 Although you do not have a right to payment while absent because of sickness or injury you may, subject to the Company's discretion, receive sick pay from the first day of absence providing you comply with the provisions of clauses 7.1 and 7.2 above. The Company reserves the right to withhold Company Sick Pay where employees fail to comply.

The basic sick pay allowance is available for 65 working days at full pay and a further 65 working days at half pay in each calendar year. New employees will receive sick pay on a pro rata basis. All such payments include statutory sick pay.

The Company will take account of any factors it considers relevant in the circumstances including:

- Your length of service
- The nature of your illness
- Your previous performance

Absence due to sickness has a significant cost implication for the Company's business. A high level of periodic absence for minor ill health causes will be of concern to the Company.

The Company maintains a permanent health insurance scheme to cover long-term absence: this provides benefits for employees when the absence is longer than 26 weeks. Details of this scheme can be obtained from the Office Manager.

- 7.4 Furthermore the reference to total entitlement to sick pay in paragraph 7.3 shall not prevent the Company from giving notice to terminate employment.

8. Share Option Schemes

You will be entitled to participate in the Share Option Schemes subject always to the rules of the Schemes and may from time to time be granted options upon the terms of such Schemes and upon such other terms and conditions as the Company shall decide.

9. Company Pension Scheme and Insurances

- 9.1 You are entitled to join the Company's group personal pension scheme on commencing your employment with the Company. Redacted

Redacted

- 9.2 There is no contracting-out certificate in force at the Company.
- 9.3 You are entitled to membership of a Scheme providing life assurance of four times basic salary (irrespective of whether you are a member of the pension plan).
- 9.4 You are entitled to membership of a medical expenses insurance scheme and you may pay for dependants to be included.
- 9.5 You are entitled to membership of a Permanent Health Insurance Scheme.
- 9.6 Benefits under the Schemes referred to in clauses 9.3, 9.4 and 9.5 ("the Schemes") shall be subject to the rules of the Schemes and the terms of any applicable insurance policy and are conditional on your complying with and satisfying any applicable requirements of the insurer. The Schemes are also subject to the Company's right to alter the cover provided or any term of the Schemes or to cease to provide (without replacement) the Schemes or one or more of them at any time if in the opinion of the Company your state of health is or becomes such that the Company is unable to insure the benefits under the relevant scheme at the normal premiums applicable to a person of your age.

10. Membership of Trade Unions

Nothing in these Terms and Conditions of Employment detracts from your freedom of choice with regard to membership of a Trade Union or Professional Body.

No collective agreements affect your terms and conditions of employment.

11. Professional Fees

Where it is agreed that membership of an appropriate Professional Body is a benefit to the Company you may claim the membership fee as an expense. Except by special agreement, only one membership fee per year may be claimed.

12. Termination and Notice Period

12.1 You must give a minimum period of notice of 3 months. The Company will also give you a minimum of 3 months' notice or such longer period as required by legislation.

12.2 In any case where notice is given it will be given in writing.

12.3 Where notice of termination has been given by either party pursuant to Clause 12.1 or if you seek to or indicate an intention to terminate the employment, provided that you continue to be paid and enjoy full contractual benefits until the employment terminates in accordance with the terms of this Contract, the Employer may in its absolute discretion without breaking the terms of this Contract or giving rise to any claim against the Employer for all or part of the notice period:

- (a) exclude you from the premises of the Employer
- (b) require you to carry out specified duties other than those referred to in Clause 3.1 or to carry out no duties
- (c) instruct you not to communicate orally or in writing with suppliers, customers, employees, agents or representatives of the Employer, until your employment has terminated.

12.4 The Company reserves the right to terminate your employment without notice on payment to you of an amount equal to your basic salary (at the rate payable when the Company makes its election) for the notice period.

12.5 The Company reserves the right to require you to take all, some or none of any outstanding holiday entitlement during your notice period.

13. Summary Termination

The Company may terminate your employment without notice or payment in lieu of notice in the event of: (i) gross misconduct or serious negligence on your part; (ii) serious breach of this agreement or repeated or continuing material breach of your duties (including unsatisfactory performance); (iii) conduct on your part which brings you and/or the Company into disrepute.

14. Inventions

- 14.1 If while employed by the Company you (whether alone or with any other person) make, produce or are responsible for any invention, discovery, process, business idea, or method of any description that relates to or could be used in any business of the Company ("an Invention"), you shall promptly give full written details thereof to a Director of the Company.
- 14.2 If the Invention is a patentable invention within the meaning of Section 1 of the Patents Act 1977 and, according to the provisions of Section 39 of that Act, it belongs to you, you shall if so requested by the Company, no later than six months from disclosure to the Company pursuant to clause 14.1, negotiate with the Company in good faith for the assignment or licence of your rights in that Invention to the Company.
- 14.3 Any Invention which does not belong to you pursuant to clause 14.2 shall belong to the Company and you shall execute all documents and do all things necessary to substantiate the Company's rights therein and to obtain registration or protection thereof in the Company's name in any country.
- 14.4 Save as provided above or as required for the purpose of obtaining patent protection, you shall keep all details of any Invention confidential to you and any solicitor, counsel or patent agent instructed by you. You shall not without the Company's prior written consent apply for a patent in any country in relation to any Invention belonging to the Company and shall promptly inform the Company if you apply for a patent in any country for an Invention belonging to you.

15. CONFIDENTIAL BUSINESS INFORMATION

15.1 For the purposes of clause 15, "Confidential Business Information" means all and any Corporate Information, Marketing Information, Technical Information and other information (whether or not recorded in documentary form or on computer disk or tape) to which the Company attaches an equivalent level of confidentiality or in respect of which it owes an obligation of confidentiality to any third party:

- (a) which you shall acquire or have acquired at any time during your employment by the Company but which does not form part of your own stock in trade; and
- (b) which is not readily ascertainable to persons not connected with the Company either at all or without a significant expenditure of labour, skill or money;

15.2 You shall not either during the continuance of your employment or at any time after its termination:-

- (a) disclose or communicate to any person or permit or enable any person to acquire any Confidential Business Information other than for any legitimate purposes of the Company; or
- (b) use or attempt to use any of the Confidential Business Information in any manner which may injure or cause loss either directly or indirectly to the Company or its clients or may be likely to do so or for any purpose other than in the discharge of your duties under this agreement; or
- (c) sell or seek to sell to anyone Confidential Business Information other than for any legitimate purpose of the Company; or
- (d) obtain or seek to obtain any financial advantage direct or indirect from the disclosure of Confidential Business Information other than for the Company.

15.3 During the continuance of your employment and at all times after its termination you shall use your best endeavours to prevent the unauthorised publication or disclosure of the Confidential Business Information.

15.4 This Clause shall not apply to:-

- (a) information or knowledge which comes into the public domain other than by your default;
- (b) any information which you have acquired other than through the performance of your duties for the Company;
- (c) any information which is required to be disclosed by you by order of a court of competent jurisdiction or an appropriate regulatory authority or otherwise required by law.

15.5 Nothing in this Agreement shall preclude you from making a protected disclosure for the purposes of the Public Interest Disclosure Act 1998.

16. RESTRICTIONS

16.1 For the purpose of this clause 16 "Client" means any person who shall at the Termination Date be negotiating with the Company for the provision of any Restricted Services or to whom the Company shall have at any time during the period of six months prior to the termination of your employment provided any Restricted Services, and "Restricted Services" means the development of novel therapeutic strategies based on T cell receptor or co-receptors, or HLA antigen technology that enables molecular targeting of the immune system.

16.2 You acknowledge that in the course of your employment you are likely to obtain knowledge of the Company's trade secrets and other confidential information and will have dealings with the Clients and that the relationships with such Clients are proprietary rights belonging to the Company and that it is fair and reasonable for the Company to seek to protect its interests by the provisions of this clause.

16.3 You shall not directly or indirectly for the period of twelve months after the termination of your employment:-

- (a) seek in any capacity whatsoever any business, orders or custom for any Restricted Services from any Client with whom you have dealt at any time during the period of six months before the termination of your employment;
- (b) accept in any capacity whatsoever orders for any Restricted Services from any Client with whom you have dealt at any time during the period of six months before the termination of your employment;
- (c) endeavour to entice away from the Company or knowingly employ or engage the services of or procure or assist any third party so to employ or engage the services of any person who shall have been a senior manager or senior technical employee employed by the Company with whom you have dealt at any time during the period of six months before the termination of your employment.

16.4 Whilst the restrictions referred to in this Clause 16 are regarded by the parties hereto as fair and reasonable restrictions to be imposed on you, it is accepted that the wording of this Clause 16 is severable and so much of the same as a court of competent jurisdiction may regard as unreasonable shall (so far as the same is possible) be deleted.

17. Disciplinary Procedure

The Company has a disciplinary procedure which is not intended to have contractual effect; details of this are contained in the Company Handbook.

18. Grievance Procedure

The Company has a grievance procedure, details of which are contained in the Company Handbook.

19. Health and Safety

You have a legal duty to take reasonable care for the health and safety of yourself and of other persons who may be affected by your acts or omissions at work. You must also co-operate with Avidex so that the Company can discharge its statutory obligations. No employee or other person should intentionally or recklessly interfere with, or misuse, anything that is provided in the interests of health, safety or welfare.

You may be required, in order to enable the Company to fulfil its statutory obligations, to undergo periodic medical checks and examinations and will be deemed to have agreed to the results of such checks and examinations. Approved protective clothing must be worn in designated areas of the Company. The particular requirements of each area are clearly displayed at the entrances.

The necessary protective clothing will be maintained by the Company.

A copy of the Company Health and Safety Manual will be issued to all staff in due course.

The Company operates a No Smoking policy throughout its premises, which you are required to observe.

20. Amendments of Terms

You will be notified in writing of any minor changes in any of your terms and conditions of employment and will be given one month's notice of any such change taking effect.

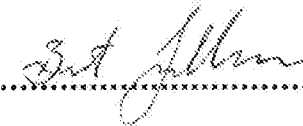
21. Handbook

You must comply at all times with the rules, policies and procedures introduced by the Company from time to time. Copies of all rules, policies and procedures appear in the Company Handbook; for the purpose of clarity they are not incorporated by reference into this contract and can be changed, replaced or withdrawn at any time at the discretion of the Company. Breach of the Company rules, policies or procedures may result in disciplinary action.

22. Previous Agreements

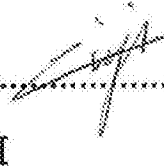
- 22.1 This Agreement takes effect in substitution for all previous agreements and arrangements whether written or implied between the Company and you relating to your employment and all such agreements and arrangements, if any, shall be deemed to have been terminated by mutual consent as from the date of commencement of this Agreement.
- 22.2 You represent and warrant that you are not a party to any agreement, contract (whether of employment or otherwise) or understanding which would in any way restrict or prohibit you from undertaking or performing any of the duties in accordance with this Agreement.

**SIGNED for and on behalf
of AVIDEX LIMITED**

.....

DATED:15th June 2002.....

[.....]
SIGNED by employee

.....

DATED:30th June 2002.....

[.....]