

## **Inter-Institutional Agreement**

This Agreement is effective as of the date of the last signature below (the “Effective Date”) by and among

**THE UNIVERSITY OF TEXAS AT AUSTIN** (“UT Austin”), acting through its Office of Technology Commercialization, with offices at 3925 W. Braker Lane, Suite 1.9A, Austin, TX 78759,

AND

**SORBONNE UNIVERSITE** (“SU”), a scientific, cultural and professional public establishment under the law of France, having its registered office at 21, rue de l’Ecole de Médecine, 75006 Paris, FRANCE, represented by its President Mr Jean CHAMBAZ,

AND

**CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE**, (“CNRS”) a scientific and technological public establishment under the law of France, with registered offices at 3, rue Michel-Ange 75794 PARIS Cedex 16, FRANCE, represented by its Chairman – Chief Executive Officer, Mr Antoine PETIT,

AND

**THE WASHINGTON UNIVERSITY** (“WU”) acting through its Office of Technology Management with offices at 660 S. Euclid Avenue, Campus Box 8013, St. Louis, Missouri 63110 USA, represented by its Managing Director, individually the “Party” or collectively the “Parties”.

**WHEREAS**, Sorbonne Université has been created since January 1, 2018 as the product of a merger of Université Paris IV and Pierre et Marie Curie Université. The new institution, Sorbonne Université replaces since then the pre-existing universities. (Decree 2017-596 of April 21, 2017). The rights of the two universities have been, accordingly assigned to the new institution.

**WHEREAS**, TINKER, hereunder, the “Software”, disclosed/described in Appendix A is a computer software application for molecular dynamics simulation with a complete and general package for molecular mechanics and molecular dynamics, with some special features for biopolymers. The core of the package is a modular set of callable routines which allow manipulating coordinates and evaluating potential energy and derivatives via straightforward means. The Software is composed of three codes named: Tinker 8; Tinker HP and Tinker OpenMM;

**WHEREAS**, The Software has been jointly developed by Jay W. Ponder’s lab, Department of Chemistry at Washington University in Saint Louis (MO, USA; Pengyu Ren’s laboratory at Department of Biomolecular Engineering, The University of Texas at Austin (TX, USA); and Jean-Philip Piquemal’s research team at Laboratoire de Chimie Théorique, SU, Paris, Louis Lagardère, at Laboratoire de Chimie Théorique, SU, Paris; and Luc Henry Jolly, at Laboratoire Institut de Chimie Physique et Théorique FR 2622 (CNRS).

**WHEREAS**, the authors of the Software have been employed during the development period by one or more of the Parties, or in a research unit hosted by one or more of the Parties, thus generating the co-ownership of the Software;

**WHEREAS**, the Parties have a joint ownership in the Software;

**WHEREAS**, UPMC, now SU, has deposit, on 30 October 2017, the source code of the Tinker 8 code only with the “Agence pour la Protection des Programmes” (APP - 54, rue de Paradis - 75010 PARIS) on under the identification number IDDN.FR.001.440014.000.S.P.2010.000.00000);

**WHEREAS**, a global, non-exclusive, non-sublicensable, non-transferable, non-revocable, non-commercial license to use the object and source code versions of the Software, has been released for academic and research purposes;

**WHEREAS**, the present Agreement will formalize the rules applicable to the co-ownership of the software, the use and valorization rights granted to the Parties, and the obligations resulting therefrom;

**WHEREAS**, the Software listed in Appendix A is jointly owned by WU, UT Austin, SU and CNRS;

**WHEREAS**, the Parties desire that the Software be successfully and diligently developed into a commercial product(s), process(es) and/or service(s) and used for the benefit of the public;

**WHEREAS**, the Parties desire that WU administer their respective commercial interests in the Software in the US and rest of the world outside of Europe and that SU administer their respective commercial interest in the Software in Europe;

NOW, THEREFORE, the Parties hereto, intending to be legally bound hereby, agree as follows:

## **1. Definitions**

Whenever used in this Agreement with an initial capital letter, the following terms, whether used in the singular or the plural, shall have the meanings specified below.

**“Software”** means those programs and computer code jointly owned by the Parties and disclosed/described in Appendix A.

**“Software Rights”** means the Parties’ rights in the jointly owned intellectual property in the Software.

**“Managing Party”**, (collectively **“Managing Parties”**), means the Party who has the sole responsibility for managing, negotiating and granting commercial rights to use or exploit the Software. The Managing Party shall administer the Parties’ respective commercial interests in the software.

**“Exploitation Agreement”** shall mean any contract, including but not limited to, a license agreement or an option to license, under all or parts of the Software, negotiated by the Managing Party within the framework of missions hereby entrusted to them and for which Exploitation Revenue is received, whether such agreement is signed or in the process of negotiation. This definition excludes research collaboration agreements wherein Party receives income solely for the purpose of improving the Software.

**“Europe”** means the countries identified in Appendix D.

**“Exploitation Revenue”** means anything of value received by a Managing Party for the performance of Exploitation Agreement, including but not limited to, license/option issue and maintenance fees, equity, minimum royalties, earned royalties, and milestone payments, but not including funds received for research support that is not in lieu of license/option consideration.

**“Administrative Fee”** means a portion of the Exploitation Revenue retained by and payable to a Managing Party as consideration for the Managing Party performing the management duties under this Agreement, as set forth in Sections 4 and 5 of this Agreement.

## **2. Purpose of the Agreement**

**2.1** This Agreement is intended to govern the rights and obligations of the Parties under the Software.

**2.2** It is hereby agreed that the Parties have a joint ownership of the Software.

## **3. Intellectual Property and Enforcement**

**3.1** Neither Party makes any representations nor warranties to the other regarding the scope, freedom from third party rights, or validity of any patents that might issue or that any patents will issue to cover patent rights, or any other intellectual property rights in the Software.

**3.2** In the case of new code additions to the Software, Parties shall cooperate fully regarding patent filing, prosecution, maintenance, defense and enforcement of the Software and Software Rights as jointly decided.

**3.3** Prior to, or after, entering into a license for the Software Rights, in the event that any Party becomes aware of the infringement or claim of infringement of the Software in whatever territory, each shall inform the other in writing of all details available. Thereafter, the Parties shall confer with the intent of reaching mutual agreement on whether and in what manner to enforce Software Rights of the Parties thereto, whether by appropriate legal proceedings or otherwise (including, without limitation, the settlement or abandonment of any claim either of them may have against any third party). UT Austin, SU and WU shall share all costs incurred in any enforcement action, if unlicensed, that they have all agreed upon in writing, in the same proportions as the Parties will share revenues under Article 5 herein. Any sums recovered with respect to any such action shall be applied first to reimburse out-of-pocket expenses incurred by UT Austin, SU, CNRS and WU in the enforcement action and the remaining sums shall be deemed Exploitation Revenue hereunder and shall be shared by the Parties as set forth in Article 5.

**3.4** If UT Austin, SU, CNRS or WU elects not to participate in enforcing or to continue to participate in enforcing the right of the Parties, it shall notify the other Parties in writing. Under such circumstances, the other Party or Parties may elect to enforce Software Rights against infringers at their sole expense provided that (i) the Party or Parties electing to enforce shall pay all costs and expenses arising out of such enforcement, (ii) the Party or Parties electing to enforce shall not have any right to surrender the other's rights or to grant any infringer any rights other than a license subject to the conditions which would apply to the grant of any other license,

and (iii) any sums recovered with respect to any such action shall be applied first to reimburse out-of-pocket expenses incurred by the Parties in the enforcement action and the remaining sums shall be shared by the Parties in proportion to their financial contribution toward the enforcement action. Notwithstanding the foregoing, no Party shall be deemed to have elected to participate in an enforcement activity solely as a result of failing to give notification.

- 3.5** In any infringement suit instituted to enforce Software Rights pursuant to this Section 3, all Parties shall, at the request and expense of the Party initiating such suit, make a reasonable effort to cooperate in all respects and, to the extent possible, have their employees testify when requested and make available relevant records, papers, information, samples, and the like.
- 3.6** No Party is under any obligation to enforce the Software Rights. However, should an action be taken by a third party challenging the validity of any of Software Rights, the Parties to this Agreement shall confer with the intent of reaching mutual agreement on whether and in what manner to defend Software Rights.

## **4. Use and Exploitation of the Software**

### **4.1 Use of Software**

The Parties shall be free to directly use the Software for research purposes only, alone or in collaboration with third parties and to respect the confidentiality obligations contained in Article 8. In addition the source code can be distributed to academic researchers provided the recipient agrees not to further distribute the Software code.

### **4.2 Exploitation of the Software**

- i. SU shall be the Managing Party for requests originating in Europe. WU shall be the Managing Party for requests originating from outside Europe, including from the United States. For clarity, SU and WU shall notify and coordinate with each other to select the Manage Party for requests from multinational companies who have facilities both in and outside of Europe.
- ii. Parties grant WU and SU the right to act as the Managing Party, to negotiate on their behalf all commercialization rights to use or exploit the Software, Exploitation Agreements or amendments thereto as outlined in 4.2(i).
- iii. The Parties agree that all or part of SU's rights and obligations of as the Managing Party may be entrusted to the accelerating technology transfer company called Société Accélétratrice du Transfert de Technologie Lutech (hereinafter SATT LUTECH).and that any expenses incurred by SATT LUTECH will be the responsibility of SU.
- iv. Managing Party shall be the only signatory, along with the respective contracting third party, of the Exploitation Agreements.
- v. Managing Parties agree to use diligent efforts to exploit the Software Rights in a commercially reasonable manner and in furtherance of the public interest and the good of the Parties. The mere failure of Managing Parties to exploit the Software shall not be deemed a breach of their obligations under this Agreement.
- vi. Unless otherwise agreed by the Parties, Managing Party shall be entitled to solely draft, negotiate, and execute non-disclosure agreements or material transfer agreements under the Software with third parties, in the name of the Parties.

- vii. Parties shall keep each other reasonably informed of any of their policies (including specific terms about exploitation) and research sponsor requirements (collectively “Exploitation Requirements”) that must be recognized in Exploitation Agreements. As of the date of execution of this Agreement, such Exploitation Requirements are listed in Appendix C, which may be updated by amendment from time to time.
- viii. Managing Parties shall keep Parties reasonably informed of its licensing efforts and, promptly notify that exploitation negotiations are underway.
- ix. The Parties shall have the right to review a substantially final draft of any Exploitation Agreement or amendment thereto, prior to execution, for review and approval before signature for its compliance with Party’s statutes, regulations, by-laws, activities and/or missions of public establishment. Such approval shall not be unreasonably withheld or delayed. The Parties agree that if any Party does not provide objections, remarks or proposals, in writing, within forty five (45) business days of its receipt of the agreement, that Party shall be deemed to have approved it.
- x. Managing Party agrees to communicate any objections, remark or proposal to the contracting third party under consideration in order to have them inserted in the final version of the Exploitation Agreement provided however that such comment, remark or proposal communicated to Managing Party is (i) justified, (ii) within the prescribed time period and (iii) related to substantial elements of the Exploitation Agreement. Managing Party shall use their best efforts to have such comment, remark or modification inserted in the Exploitation Agreement.
- xi. Under the present Article, the Parties agree to qualify as being substantial any element of the Exploitation Agreement related to the scope of rights granted by the Parties to the contracting third party under consideration, financial conditions, responsibilities and warranties, except from any purely formal element without any consequence on the substance of the Exploitation Agreement.
- xii. License agreements will expressly reserve to the Parties the right to practice the Software for research, educational, and scholarly purposes and the right of the Parties to grant licenses under Software Rights to the United States Government in accordance with 35 USC 200-212 or 37 CFR 401 et seq. and applicable governmental implementing regulations.
- xiii. The Parties shall promptly provide each other with copies of all signed license/option agreements and any amendments thereto.

## **5. Reports, payments and accounting**

### **5.1 Exploitation Revenue shall be distributed as follows and in the order indicated:**

- a) Administration Fees shall be deducted as follows:  
Managing Party will keep a deduction of ten percent (10%) of gross Exploitation Revenues received from any Exploitation Agreement negotiated by that Managing Party, subject to an annual cap of \$100,000 (USD).
- b) The balance shall be split between the Parties with WU receiving one third (33.3%), UT Austin one third (33.3%) and SU/CNRS one third (33.3%) . Each Party shall distribute to its own authors and laboratories according to its own policy.

- 5.2** Exploitation Revenue in the form of equity received from licensing/optioning the Software (including if all Exploitation Revenue is in the form of equity or its equivalent) shall be allocated between the Parties in the same ratio and shall be further distributed by each Party as provided by its policies.
- 5.3** Managing Parties shall distribute Exploitation Revenue to the Parties no later than June 30 for the preceding calendar year and/or ninety (90) days after receipt (whichever is sooner) or such other arrangement as the Parties may agree upon. With such distribution, WU and SU shall provide a detailed accounting showing all Exploitation Revenues received during the reporting period and all deductions therefrom.
- 5.4** Upon request, Managing Parties shall provide a report to the Parties, no more often than annually, setting forth the status of licensing and commercial development as requested. The technology transfer office of the Parties shall, to the extent permitted by law, maintain all such reports as confidential.
- 5.5** Managing Parties shall keep complete and accurate records of all Exploitation Revenues and shall permit the other Parties to engage a certified public accountant, reasonably acceptable to Managing Parties, to examine its records (at a time and place mutually agreeable to the Parties) in order to verify the payments due each of the Parties under this Agreement.
- 5.6** After the first income received by Managing Parties from Licensees for which royalties are payable under article 5.1, Managing Parties shall make written reports to the other Parties within ninety (90) days after receiving the income, stating the amount of income received from Licensees during such period and the amount due to the other Parties in accordance with article 5.1 above.
- 5.7** The sums due by the Managing Parties to the other Parties shall be paid in USD to UT Austin or WU, and in Euros to SU, to the person and bank account set hereunder:

For WU, payments shall be made by bank transfer to  
Routing: Bank of America, 800 Market Street, St. Louis, Missouri 63101  
A.B.A. Routing Number: 0260-0959-3  
Account name: Washington University  
Account Number: 100100002663  
State Code: 722  
SWIFT Code: BOFAUS3N

- (1) Include invoice number or WU contract number.  
(2) Attn: OTM, Evelyn Peña , (314) 747-2874

For UT Austin, payments shall be made by bank transfer to the order of [xxx], Bank Code n° [xxx], Branch Code n° [xxx], Account n° [xxx], RIB Key n° [xxx], IBAN Code n° [xxx], BIC/SWIFT Code n° [xxx].

For SU, payments shall be made by bank transfer to the order of the accounting officer of SU, Bank Code n° 10071, Branch Code n° 75000, Account n° 00001000960, RIB Key n° 13 IBAN Code n° FR76 1007 1750 0000 0010 0096 013, BIC/SWIFT Code n° TRPUFRP1.

## **6. Notices**

- 6.1** Unless otherwise specifically provided, all notices required or permitted by this Agreement shall be in writing and may be delivered personally, or may be sent by facsimile, recognized overnight carrier, or certified mail, return receipt requested, to the following addresses, unless the Parties are subsequently notified of any change of address in accordance with this Section 6.1:

UT Austin: The University of Texas at Austin  
Office of Technology Commercialization  
3925 W. Braker Lane, Suite 1.9A  
Austin, TX 78759  
Attn : Director

SORBONNE UNIVERSITE  
Bureau de la Propriété Intellectuelle  
Direction de la Recherche et de l'Innovation  
Campus Pierre et Marie Curie  
Sorbonne Université  
Tour Zamansky  
660 place Jussieu  
Case courrier 1901  
75252 PARIS CEDEX 05  
Attn: Pascaline Correa  
(our ref.: C17/2387)

WU: The Washington University  
Office of Technology Management  
660 South Euclid Ave. – Campus Box 8013  
St. Louis, MO 63110  
Attn: Director

CNRS : CNRS  
DIRE – PRETI  
DI 10804-01  
3 rue Michel-Ange,  
75794 Paris Cedex 16

- 6.2** Any notice shall be deemed to have been received as follows: (a) by personal delivery, upon receipt; (b) by facsimile, one business day after logged transmission; (c) by recognized overnight carrier, as documented by the carrier; or (d) by certified mail, as indicated by the return receipt. If notice is sent by facsimile, a confirming copy of the same shall be sent by mail to the same address.

## **7. Termination**

- 7.1** The present Agreement shall take effect on the Effective Date, and shall remain in effect for the duration of the copyright covering the Software, unless earlier terminated as provided below.
- 7.2** At any time after the fifth anniversary of the Effective Date, provided the Software is not licensed or optioned and as long as neither WU or SU is in good faith negotiations for a license or option

agreement, any Party may terminate this Agreement upon sixty (60) days written notice to the other Parties.

**7.3** The present Agreement shall also be terminated by right in the event that one of the Parties becomes the sole owner of all of the rights under the Software (hereinafter, "Owner Party"). In the event of the termination of the present Agreement, the assigning Parties agree not to exploit the Software directly or indirectly without the written agreement of the Owner Party.

**7.4** Termination of this Agreement shall not relieve any Party of any obligation or liability accrued hereunder prior to termination.

## **8. Confidentiality.**

**8.1** Parties, respectively, shall hold the other Party's proprietary information in confidence using at least the same degree of care as that Party uses to protect its own proprietary information of a like nature. The disclosing Party shall label or mark confidential, or as otherwise appropriate, all proprietary information.

**8.2** Each Party agrees that they will, to the extent permitted by law, keep confidential any information or data contained in the Software. This obligation shall not in any way restrict a Party's faculty, staff, or students from publishing or presenting a description of the Software, in whole or in part. If a Party's technology transfer office becomes aware of any proposed publications or oral presentations to be made by its faculty, staff, or students which disclose information or data contained in the Software prior to the filing of any proposed patent application, that Party will use reasonable efforts to inform the other Parties and instruct patent counsel.

**8.3** Nothing in this Agreement in any way restricts or impairs the right of Parties to use, disclose, or otherwise deal with any information or data that:

- a. recipient can demonstrate by written records was previously known to it;
- b. is now, or becomes in the future, public knowledge other than through acts or omissions of recipient;
- c. is lawfully obtained without restrictions by recipient from sources independent of the disclosing Party;
- d. was made independently without the use of proprietary information received hereunder
- e. is required by law or court order to be disclosed.

**8.4** Each Party shall, to the extent permitted by law, keep confidential any business information (e.g., royalties, licensee business development reports, milestone payments, etc.) that results from this Agreement except that each Party may report total annual Exploitation Revenue received to its research sponsors or as part of the Party's usual reports. In the event a Party wishes to share any of this confidential information with those outside the institution, it will do so under an obligation of confidentiality.

**8.5** This obligation of confidentiality shall remain in effect five years after the end of the contract.



## 9. Miscellaneous

- 9.1 This Agreement may not be assigned by either Party without the written consent of the other Party, which consent will not be unreasonably delayed or denied.
- 9.2 This Agreement contains the entire understanding of the Parties with respect to the subject matter of this Agreement and may be amended only by mutual written agreement by the Parties.
- 9.3 In the event of any dispute arising between the Parties in connection with this Agreement, the construction thereof, or the rights, duties or liabilities of either Party, representatives designated by each Party shall meet at a mutually agreeable location or confer by conference call within one week of a request by either Party and shall attempt to amicably resolve the dispute. If the dispute is not resolved by such efforts within thirty (30) days, the Parties shall refer the matter to non-binding mediation at a mutually agreeable location, the costs of which shall be shared equally. If the dispute is still not resolved, then the Parties may proceed to any other dispute resolution mechanism or civil litigation.
- 9.4 The provisions of this Agreement are separable and in the event that any of its provisions are determined to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions.
- 9.5 No waiver by either Party of any breach or default of any of the terms of this Agreement shall be deemed a waiver as to any subsequent and/or similar breach or default.
- 9.6 Each Party agrees that, to the best of its knowledge, it has not previously granted any Software Rights to any third party (other than as required by research sponsors and as reported to the other Party), other than as set forth above.
- 9.7 Neither Party shall use, or grant the right to use, the name or insignia of the other Party or the name of any staff member, officer, employee or student of the other Party or any adaptation thereof in any advertising, promotional or sales literature, publicity or in any document employed to obtain funds (except as may be required under SEC stock registration requirements) without the prior written approval of the Party or individual whose name is to be used.
- 9.8 Federal Reporting. The Parties acknowledge and agree that federal reporting obligations in the United States arise in cases where federal funding or other funding has contributed to the development of an invention. As of the Effective Date, WU as managing Party in the United States, will assume all responsibility for reporting any and all necessary information to the federal agencies of the United States that funded the Software, including the protection, licensing and commercialization of said Software. UT Austin and SU, as non-managing Parties in the United States, agree to cooperate reasonably with the federal reporting processes assumed by WU, and WU as managing Party in the United States, shall copy UT Austin and SU on all correspondence with federal agencies regarding federal reporting with regards to licensing and commercialization activities.

*Signatures Next Page*

*Signature Page*

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized officers or representatives.

**WASHINGTON UNIVERSITY**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**The University of Texas at Austin (TX, USA)**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SU**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CNRS**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Appendix A: Software

### Tinker – Software Tools for Molecular Design

Tinker is a modular program package for molecular mechanics-based potential energy calculations, geometry optimization, molecular dynamics simulation, distance geometry and structural analysis. Tinker is a computer software application for molecular dynamics simulation with a complete and general package for molecular mechanics and molecular dynamics, with some special features for biopolymers. The core of the package is a modular set of callable routines which allow manipulating coordinates and evaluating potential energy and derivatives via straightforward means. The Software is composed of three codes named: *Tinker 8*, *Tinker HP*, and *Tinker OpenMM*.

**Appendix B: List/description of tangible property (if any)**

**None at this time**

## **Appendix C: Licensing Requirements (policies, including specific licensing terms)**

All license agreements will contain terms covering the following:

1. Reservation of rights to all Parties to the Inter-Institutional Agreement (“IIA”) to use the Software in the future for research and educational purposes without payment to the licensee, alone or in collaboration with third parties.
2. Reservation of rights to government entities (to the extent such rights are required under sponsored research agreements and disclosed in the IIA).
3. Payment of earned royalties on net sales by licensee and any sublicensee.
4. Periodic reports (at least annually) covering development and commercialization efforts and sale of products, including date of first commercial sale for each product.
5. Standard audit rights exercisable by WU in the United States and in the world outside of Europe.
6. Indemnification of all Parties and a retained right for each Institution to retain counsel of its own to defend its interests.
7. Disclaimer on behalf of all Parties of all warranties, including validity, enforceability and non-infringement of the Software Rights.
8. Limitation of damages for all Parties to direct damages only.
9. The Parties do not provide any express or implied guarantee with respect to the utility, safety or application for any particular function of the Software.
10. The Parties shall make no representation or warranties of merchantability or fitness for any particular purpose or that the use of the Software will not infringe any patents, copyrights, trademarks, or other rights. The Parties shall not be liable for any liability or damages with respect to any claim or use of the Software.
11. The Parties are not liable for any hardware components used in conjunction with this Software.
12. Throughout the Term of this Agreement and for a period of five (5) years thereafter, Licensee shall either obtain and maintain comprehensive general liability and product liability insurance, with carrier(s) having at least A.M. Best ratings/class sizes of A/VII and in the following minimum annual limits: \$2,000,000 per occurrence and \$5,000,000 in the aggregate, or, provided that Licensee has at least \$500,000,000 in total annual revenue, Licensee shall be self-insured, to provide sufficient coverage for the indemnified risks above. .
13. Any License Agreement shall stipulate that nothing in the agreement confers by estoppel, implication or otherwise, any license or right under any of the intellectual property owned or co-owned by either of the Parties other than the Software Rights, regardless of whether such patents are dominant or subordinate to the Software Rights.
14. Prohibition on the use of the names, logos and trademarks of the Parties.

15. Unfettered right on part of all Parties to the IIA to publish in connection with the Software Rights UT Austin, SU (with reasonable delays for review for confidentiality).
16. Provision to encourage licensing to address unmet needs.
17. Compliance with laws, including export control laws.
18. Notwithstanding any statement in the license agreement, each Party retains full discretion over whether its respective interest in the Software will be enforced, whether such enforcement action is proposed by the Software owners or by a licensee.
19. In view of the federal funding that supported the Software, a provision that addresses the U.S. manufacturing requirement of 35 U.S.C. § 204 and applicable regulations of 37 Code of Federal Regulations, more specifically, License Agreements will expressly reserve to the Parties and other non-profit institutions the right to practice the Patent Rights for research, educational, and scholarly purposes and the right of the Parties to grant licenses under Patent Rights to the United States Government in accordance with 35 USC 200-212 or 37 CFR 401 et seq. and applicable governmental implementing regulations.

## **Appendix D: List of European countries <sup>1</sup>**

### **Eastern Europe**

Belarus

Bulgaria

Czechia

Hungary

Poland

Republic of Moldova

Romania

Russian Federation

Slovakia

Ukraine

### **Northern Europe**

Åland Islands

Channel Islands

Guernsey

Jersey

Sark

Denmark

Estonia

Faroe Islands

Finland

Iceland

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<sup>1</sup> According to the online version of the United Nations publication "Standard Country or Area Codes for Statistical Use" referred to as the M49 standard.

Ireland

Isle of Man

Latvia

Lithuania

Norway

Svalbard and Jan Mayen Islands

Sweden

United Kingdom of Great Britain and Northern Ireland

### **Southern Europe**

Albania

Andorra

Bosnia and Herzegovina

Croatia

Gibraltar

Greece

Holy See

Italy

Malta

Montenegro

Portugal

San Marino

Serbia

Slovenia

Spain

The former Yugoslav Republic of Macedonia



## **Western Europe**

Austria

Belgium

France

Germany

Liechtenstein

Luxembourg

Monaco

Netherlands

Switzerland