

특허라이선스, 기술이전 계약서에서 대가지급, Royalty 계약조항 샘플



4.1 **License Fees.** On or before the Effective Date, the Licensee Kite shall pay to the Licensor Cabaret a one-time upfront license fee of twenty-five thousand United States dollars (US\$25,000). On or before each anniversary of the Effective Date until First Commercial Sale of the first Licensed Product, Kite shall pay to Cabaret an annual license fee of thirty thousand dollars (US\$30,000).

4.3 Royalties.

4.3.1 **Royalty Rate.** During the applicable Royalty Term for a Licensed Product, subject to the terms and conditions of this Agreement, Kite shall pay to Cabaret royalties, with respect to each Licensed Product, equal to [*] percent ([*]%) of Net Sales of such Licensed

Product by the Licensee Kite, its sublicensees and their respective Affiliates; provided, however, if the Licensed Product is made, used, or sold in such country where such Licensed Product would not infringe a Valid Claim, then the applicable royalty rate for such Licensed Product in such country shall be reduced to [*] percent ([*]%) of Net Sales of such Licensed Product. Only one royalty shall be owing for a Licensed Product regardless of how many Valid Claims cover such Licensed Product.

4.3.2 **Third Party Royalties**. If the Licensee Kite, its Affiliate or Sublicensee is required to pay royalties in consideration for a license to such Third Party IP to any Third Party in order to exercise its rights hereunder to make, have made, use, sell, offer to sale or import any Licensed Product, then Kite shall have the right to credit [*] percent ([*]%) of such Third Party IP royalty payments against the royalties owing to Cabaret under Section 4.3.1 with respect to sales of such Licensed Product in such country; provided, however, that Kite shall not reduce the amount of the royalties paid to Cabaret under Section 4.3.1 by reason of this Section 4.3.2, with respect to sales of such Licensed Product in such country, to less than [*] percent ([*]%) of Net Sales of such Licensed Product in such country.

4.3.3 **Generic Product.** On a country-by-country and Licensed Product-by-Licensed Product basis, if at any time during the applicable Royalty Term, one or more Generic Products are commercially launched by a Third Party (other than a Third Party sublicensee) in a country, then the applicable royalty rate for such Licensed Product in such country shall be reduced to [*] percent ([*]%) of Net Sales of such Licensed Product beginning from the launch of such Generic Product and continuing so long as such Generic Product is being sold in such country. Notwithstanding anything to the contrary set forth in this Agreement, to the extent that Kite has entered into a Sublicense Agreement pursuant to which Kite is not entitled to receive royalties in a country in which a Generic Product has been commercially launched, Kite shall have no obligation to pay, and Cabaret shall have no right to receive, royalties with respect to sales of Licensed Product in such country.

4.3.4 **Combination Products.** If a Licensed Product either (a) is sold together with another active ingredient product or device product which is not covered by a Valid Claim for a single price, or (b) consists of components that are covered by a Valid Claim and an active ingredient or device component that is not covered by a Valid Claim, then (except in the case where (i) the other active ingredient or device product or component which is not covered by Valid Claim also is not covered by any other valid patent claim, and (ii) a

sublicensee pays to Kite a royalty which is not subject to an adjustment for such other active ingredient or device product or component) for purposes of the royalty payments under Section 4.3 for Net Sales of such Licensed Products, such Net Sales, prior to the royalty calculation set forth in Section 4.3, first shall be multiplied by the fraction $A/(A+B)$, where A is [*], and B is [*]. If the parties cannot reach an agreement as to the Value of each of the products or components then a Third Party arbitrator who is an industry expert shall be appointed to provide such determination which shall be binding on the parties. The parties shall equally share all costs associated with such determination. Until such determination is made Kite shall make payment under Section 4.3 to Cabaret in accordance with its own determination and if following the Third Party arbitrator's decision an increase in payments is required Kite shall make such adjustment payments retroactively.

국제계약, 영문계약, 계약분쟁, 손해배상, 민형사소송, Claim, License, R&D 제휴계약

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