

특허실시, 기술이전, 라이선스 계약서에서 TERMINATION 조항 – 라이선시 파산 등 일반
사유 및 양 당사자의 계약위반으로 인한 계약종료, 계약종료 후 처리 등 계약조항 샘플



10. TERMINATION

10.1 **Expiration.** Subject to this Section 10 below, this Agreement shall expire, on a Licensed Product-by-Licensed Product and country-by-country basis, on the date on which Kite, its Affiliates and sublicensees permanently cease to research, develop, sell and commercialize the Licensed Product in such country (the "Term").

10.2 **Termination for Convenience.** The Licensee Kite may terminate this Agreement, in its sole discretion, upon thirty (30) days prior written notice to the Licensor Cabaret and Dr. Eshhar.

10.3 **Termination for Cause**. Except as otherwise provided in Section 12, each party may terminate this Agreement upon or after the breach of any material provision of this Agreement by the other party if the other party has not cured such breach within sixty (60) days (or such longer period as such party may reasonably agree if said breach is incapable of cure within such sixty (60) days) after receipt of express written notice thereof by such party.

10.4 **Insolvency**. This Agreement may be terminated by the Licensor Cabaret in the event of an Insolvency Event occurring in relation to the Licensee Kite, by giving a notice of termination to Kite. The termination shall take effect upon delivery of the notice of termination by Cabaret. "**Insolvency Event**" shall mean that, with respect to Kite, any of the following occurs: (i) Kite makes any arrangement or composition with or any assignment for the benefit of its creditors generally; (ii) a petition is presented that is not dismissed within 120 days or a court order is made or a resolution is passed for the winding up of Kite or for the making of an administration order or for the appointment of a provisional liquidator or a judicial factor or similar officer in relation to Kite; (iii) an

encumbrancer takes possession of or a trustee, receiver, liquidator, provisional liquidator, administrator, manager ad interim, administrative receiver, judicial factor or similar officer is appointed, in each case for all or substantially all of Kite's intellectual property rights and such appointment materially prejudices Cabaret's rights under this Agreement; or (iv) Kite does, or suffers to be done in relation to it, any analogous action or proceeding in any jurisdiction anywhere in the world (including without limitation any actions or proceedings relating to bankruptcy law of any nature in the United States of America).

10.5 **Effect of Expiration or Termination**. Expiration or termination of this Agreement shall not relieve the parties of any obligation accruing prior to such expiration or termination, and the provisions of Sections 5.2, 8, 10.5, 10.6, 11 and 13 shall survive the expiration or termination of this Agreement. Upon any termination of this Agreement, all licenses granted herein shall terminate, nevertheless, Cabaret shall grant a direct license to any Sublicensee of Kite hereunder having the same scope as such sublicense and on terms and conditions no less favorable to such Sublicensee than the terms and conditions of this Agreement, provided that such Sublicensee is not in default of any applicable obligations under this Agreement and agrees in writing to be bound by the terms and conditions of such direct license.

10.6 **Termination Fee**. In the event that Kite terminates this Agreement termination for convenience under Section 10.2 prior to the third (3rd) anniversary of the Effective Date, Kite shall pay to Cabaret a termination fee in an amount equal to US\$500,000 within thirty (30) days of such termination.

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

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