



10 GIU. 2014

Nell'anno **duemilaquattordici**, addì **10 giugno** alle ore **15.50**, presso il **Salone di rappresentanza**, si è riunito il Consiglio di Amministrazione, convocato con nota rettorale prot. n. 0033536 del 05.06.2014, per l'esame e la discussione degli argomenti iscritti al seguente ordine del giorno:

..... **OMISSIS**

Sono presenti: il **rettore**, prof. Luigi Frati; il **prorettore**, prof. Antonello Biagini; i consiglieri: prof.ssa Antonella Polimeni, prof. Maurizio Barbieri, prof. Bartolomeo Azzaro, prof. Michel Gras, sig. Domenico Di Simone, dott.ssa Angelina Chiaranza, sig. Luca Lucchetti, sig.ra Federica Di Pietro (entra alle ore 16.04); il **direttore generale**, Carlo Musto D'Amore, che assume le funzioni di segretario.

È assente giustificata: dott.ssa Francesca Pasinelli.

Il **presidente**, constatata l'esistenza del numero legale, dichiara l'adunanza validamente costituita e apre la seduta.

..... **OMISSIS**

D. 159/14
BREVETTI
M.L



10 GIU. 2014

SAPIENZA UNIVERSITÀ DI ROMA

Area Supporto alla Ricerca

Il Direttore

Dott.ssa Sabina Lucarini

[Signature]

SAPIENZA UNIVERSITÀ DI ROMA

Area Supporto alla Ricerca

Ufficio Valorizzazione

e Trasferimento Tecnologico

Il Capofila dell'Ufficio

Dott. Daniele Rocconi

[Signature]

SAPIENZA UNIVERSITÀ DI ROMA

ASUR - Ufficio Valorizzazione

e Trasferimento Tecnologico

Il Capo del Settore

Sandro Zicari

[Signature]

DOMANDA DI BREVETTO n. ES201130548P: CONTRATTO DI LICENZA CON LA SOCIETA' DEVICARE.

Il Presidente sottopone all'attenzione del Consiglio di Amministrazione la seguente relazione predisposta dal Settore Trasferimento Tecnologico dell'Ufficio Valorizzazione Trasferimento Tecnologico dell'Area Supporto alla Ricerca.

Sapienza è titolare al 40% insieme all'Universitat Autònoma de Barcelona (40%) e Masaryk University di Brno (MU) (20%), della domanda di brevetto n. ES201130548P dal titolo "Procedimiento de caracterizacion y clasificacion del calculos renales" depositata in Spagna il 06.04.11 - inventori Francisco Blanco, Giuseppe Bonifazi, Aldo Gargiulo, Josef Havel, Montserrat López, Silvia Serranti, Manuel Valiente. La domanda di brevetto succitata è stata nazionalizzata in Europa il 07.11.13 con numero EP2696191.

In data 12.09.11 è stato sottoscritto tra i co-titolari un accordo con il quale sono state definite le modalità di gestione della domanda di brevetto e in forza del quale l'Universitat Autònoma de Barcelona (UAB) ha svolto il ruolo di capofila sostenendo tutte le spese brevettuali di deposito e quelle successive di estensione e mantenimento e ha condotto, anche in rappresentanza delle altre co-titolari le attività di trasferimento tecnologico.

In esito a tali attività la UAB ha fatto pervenire una proposta di Term Sheet (approvato da questo Consesso con Delibera n. 71/14 del 18.03.14 allegato in visione alla presente) finalizzata all'acquisizione in licenza della quota di diritti di sfruttamento delle proprietà intellettuale di cui è titolare l'Ateneo e alla commercializzazione dei prodotti derivanti dalla tecnologia in questione, da parte della società spagnola DEVICARE.

Tale società con sede a Barcellona in Av. Diagonal 327,08009 Spagna, è dedicata allo sviluppo di dispositivi medici *home-based* preposti alla prevenzione, diagnosi e trattamento di pazienti affetti da malattie croniche.

Successivamente, di concerto con le altre due Università titolari, in conformità con le linee guida stabilite nel Term Sheet sopra citato si è giunti alla redazione di un contratto di licenza esclusiva con la succitata Società che si sottopone all'approvazione di questo Consesso e di cui si riportano le principali condizioni:

- a) la concessione in licenza esclusiva mondiale dei diritti di sfruttamento della domanda di brevetto e di quelli da esso derivati senza diritto di sub-licenza a terzi;
- b) l'accollo dei costi di mantenimento ed estensione del brevetto (fino ad ora sostenuti da UAB), da parte di DEVICARE;
- c) il pagamento a carico di DEVICARE (e a favore dei co-titolari) di royalties pari a:
 - 1% del fatturato netto realizzato sulla vendita dei prodotti o servizi scaturiti dall'uso previsto nel contratto di licenza della tecnologia brevettata;



Consiglio di
Amministrazione

Seduta del

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SAPIENZA UNIVERSITÀ DI ROMA

Area Supporto alla Ricerca

Il Direttore

Dot. S. Sabatini

SAPIENZA UNIVERSITÀ DI ROMA

Area Supporto alla Ricerca

Ufficio Valorizzazione

e Trasferimento Tecnologico

Il Capo dell'Ufficio

Dot. Daniele Riccioni

SAPIENZA UNIVERSITÀ DI ROMA

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e Trasferimento Tecnologico

Il Capo del Settore Trasf. Tecnologico

Sandro Zicari

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- 0,5% del fatturato netto realizzato sulla vendita dei prodotti o servizi scaturiti da usi diversi da quelli previsti nel contratto di licenza della tecnologia brevettata;
- d) la sottoscrizione di accordi di ricerca o consulenza stipulati individualmente dagli Enti co-titolari con la Società DEVICARE;
- e) la predisposizione di un Business Plan da parte della Società Licenziataria da presentare agli Enti co-titolari al momento della sottoscrizione del Contratto di licenza, a garanzia dell'impegno della stessa, che permetterà ai co-titolari di tenere sotto controllo l'andamento delle attività di commercializzazione pianificate;
- f) la previsione del pagamento a favore degli Enti co-titolari di una "running royalty" pari a € 50.000,00 (se il brevetto è ancora in vita) e di € 25.000,00 (se il brevetto è stato abbandonato) a compensazione della mancata maturazione delle royalties di cui al punto c);
- g) la durata del contratto è stabilita in accordo con il termine di scadenza del brevetto licenziato.

La Commissione Tecnica Brevetti, nella seduta del 25.02.14 ha espresso quanto segue: *"considerato che ad oggi tutte le spese relative alla domanda di brevetto in questione sono state sostenute dall'UAB, che, comunque, al momento, la proposta della Devicare è l'unica pervenuta e che le due Università co-titolari, rappresentanti congiuntamente il 60% della titolarità del brevetto hanno già espresso il proprio assenso, esprime, all'unanimità parere favorevole alla proposta di licensing, allo schema contrattuale di Term Sheet proposto e alla relativa offerta economica"*.

ALLEGATI PARTE INTEGRANTE:

- Contratto di Licenza tra DEVICARE SL, Sapienza, Universitat Autònoma de Barcelona e Masaryk University of Brno.

ALLEGATI IN VISIONE:

- Estratto verbale della Commissione Tecnica Brevetti del 25.02.14.
- Term Sheet tra DEVICARE, Sapienza, Universitat Autònoma de Barcelona e Masaryk University of Brno.
- Delibera n. 71/14 del 18.03.14 di approvazione del Term sheet succitato



..... O M I S S I S

Consiglio di
Amministrazione

Seduta del

10 GIU. 2014

DELIBERAZIONE N. 159/14

IL CONSIGLIO DI AMMINISTRAZIONE

- **Letta la relazione istruttoria;**
- **Visto lo Statuto dell'Università degli Studi di Roma "La Sapienza";**
- **Visto il D.lgs. n. 30/2005 (Codice di Proprietà Industriale);**
- **Visto il Regolamento Brevetti di Sapienza emanato con D.R. nr. 490 del 16.10.2009;**
- **Vista la domanda di brevetto n. ES201130548 depositata il 06.04.11 e successiva nazionalizzazione in Europa depositata in data 07.11.13 con numero EP2696191 dal titolo "Procedimiento de caracterizacion y clasificacion del calculos renales" di titolarità congiunta fra Universitat Autonoma de Barcelona (40%), Sapienza (40%) Masaryk University di Brno (20%);**
- **Visto il Term sheet approvato dal Consiglio di Amministrazione con delibera n. 71/14 del 18.03.14 e sottoscritto con la Società DEVICARE;**
- **Esaminato il contratto di licenza esclusiva, relativamente alla quota di titolarità del 40% appartenente a Sapienza, con il quale la Società DEVICARE si assume i seguenti obblighi:**
 - a) **l'accollo dei costi di mantenimento ed estensione del brevetto (fino ad ora sostenuti da UAB);**
 - b) **il pagamento a favore dei co-titolari di royalties pari a:**
 - **1% del fatturato netto realizzato sulla vendita dei prodotti o servizi scaturiti dall'uso previsto nel contratto di licenza della tecnologia brevettata;**
 - **0,5% del fatturato netto realizzato sulla vendita dei prodotti o servizi scaturiti da usi diversi da quelli previsti nel contratto di licenza della tecnologia brevettata;**
 - c) **la sottoscrizione di accordi di ricerca o consulenza stipulati individualmente dagli Enti co-titolari con la Società DEVICARE;**
 - d) **la predisposizione di un Business Plan da presentare agli Enti co-titolari al momento della sottoscrizione del Contratto di licenza, a garanzia dell'impegno della stessa, che permetterà ai co-titolari di tenere sotto controllo l'andamento delle attività di commercializzazione pianificate;**
 - e) **la previsione del pagamento a favore degli Enti co-titolari di una "running royalty" pari a € 50.000,00 (se il brevetto è ancora in vita) e di € 25.000,00 (se il brevetto è stato abbandonato) a compensazione della mancata maturazione delle royalties;**
- **Visto il parere favorevole espresso al riguardo dalla Commissione Tecnica Brevetti, nella seduta del 25.02.14;**

M.A



10 GIU. 2014

- **Presenti n. 9, votanti n. 8: con voto unanime espresso nelle forme di legge dal prorettore e dai consiglieri: Polimeni, Barbieri, Gras, Di Simone, Chiaranza, Lucchetti e Di Pietro**

DELIBERA

- di approvare il testo del Contratto di Licenza concordato con la Società DEVICARE avente ad oggetto la domanda di brevetto n. ES201130548 dal titolo "*Procedimiento de caracterizacion y clasificacion del calculos renales*" depositato il 06.04.11 in Spagna, e successiva nazionalizzazione in Europa depositata in data 07.11.13 con numero EP2696191;
- di autorizzare il Rettore alla sottoscrizione del Contratto di Licenza in premessa;
- di autorizzare la Ragioneria ad introitare dalla Società DEVICARE, sul conto in entrata A.R.05.02.050.010 "Royalties Brevetti di Ateneo", tutte le somme previste a titolo di royalties dal Contratto di licenza, procedendo a ripartire tali somme secondo quanto previsto dal Regolamento Brevetti di Ateneo (70% agli Inventori, 30% a Sapienza).

Letto, approvato seduta stante per la sola parte dispositiva.

IL SEGRETARIO
Carlo Musto D'Amore

IL PRESIDENTE
Antonello Biagini

..... OMISSIS

LICENSE AGREEMENT

This Agreement is made between

Masaryk University
Zerotínovo nám. 617/9 601 77 Brno (Czech Republic)

Università La Sapienza
Piazzale Aldo Moro, 5 I-00185 Roma (Italy)

Universitat Autònoma de Barcelona
Edifici A - Campus de la UAB, 08193 Cerdanyola del Vallès (Spain)

and

Devicare
Av Adan y Eva 9B, 1-4. 08290 Cerdanyola del Vallès (Spain)

This Patent License Agreement (hereinafter Agreement) is entered into in Cerdanyola del Vallès, Spain, on March 19th 2014 (EFFECTIVE DATE).

BETWEEN

Mr. Ferran Sancho Pifarré, acting on behalf of Universitat Autònoma de Barcelona (hereinafter UAB) whose registered offices are at Edifici A - Campus de la UAB s/n, 08193 Cerdanyola del Vallès, tax ID number Q-0818002-H;

Ms. Eva Janouskovcova, with identity card number 112338345, acting on behalf of Masaryk University (hereinafter MU) whose registered offices are at Zerotinovo nam. 617/9 601 77 Brno (Czech Republic), tax ID number CZ00216224.

Mr. Luigi Frati, with identity card number 7945952, acting on behalf of Università La Sapienza (hereinafter ULS) whose registered offices are at Piazzale Aldo Moro, 5 00185 Roma - Italy, tax ID number 80209930587 PI 02133771002.

(UAB, MU and ULS are collectively referred to as the UNIVERSITIES)

And

Mr. Rosendo Garganta with identity card number 46809922T, acting on behalf of Devicare SL (hereinafter LICENSEE) whose registered offices are at Av Adan y Eva 9B, 1-4. 08290 Cerdanyola del Vallès (Spain), tax ID number B65663122.

WITNESSETH

- I. Whereas the UNIVERSITIES are the owners of certain technology developed in the course of their research activities, which has been the object of patent rights and/or know-how as set forth under the definition of PATENT and KNOW-HOW below.
- II. Whereas LICENSEE is interested in obtaining the right to use the technology developed by the UNIVERSITIES.

- III. Whereas the UNIVERSITIES is willing to license the technology to the LICENSEE under the conditions settled in this Agreement.
- IV. Whereas, the present legal transaction is formalized under the protection of the article 55.3.sections g) and h) of the Spanish law "*Ley 2/2011, de 4 de marzo, de Economía Sosterible*".
- V. Whereas, the present agreement shall be approved by UAB Governing Council and Social Council, according to the article 89.k) of the Spanish Law "*Ley 1/2003, de 19 de febrero, de universidades catalanas (DOGC número 3826 de 20/02/2003)*" and the article 64.q) of the UAB Statutes.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, both PARTIES recognise each other as having sufficient legal capacity to sign this Agreement and hereby

AGREE

1. DEFINITIONS

As used in this Agreement, the following terms and expressions shall have the meanings shown:

1.1. "FIELD" shall mean the field as defined in Appendix A.

1.2. "LICENSED TECHNOLOGY" shall mean any product, process or use that in whole or in part is encompassed by the extent of the PATENT and/or KNOW-HOW.

1.3. "PATENT" shall mean patents or patent applications listed in Appendix B and the RESULTING PATENTS. RESULTING PATENTS in relation to this Agreement shall mean any patent application resulting from:

- a priority application listed in Appendix B,
- a provisional application listed in Appendix B,
- any divisional, continuation or continuation-in-part application, and

any Supplementary Protection Certificate or equivalent extension right while the extent of the claims covers subject matter specifically described in the patent applications listed in Appendix B.

1.4. "PARTY/ PARTIES" shall mean UNIVERSITIES and/ or LICENSEE, jointly or separately.

1.5. "TERM" shall mean the term of this Agreement as it is stated in section 3.

1.7. "TERRITORY" shall mean the territory defined in Appendix E.

1.8. "NET SALES" shall be defined as LICENSEE'S sales price for any product the development, manufacture or supply of which utilises any LICENSED TECHNOLOGY charged to LICENSEE'S customers excluding VAT, freight and discounts.

1.9. "REPORTING PERIOD" shall mean the period of time beginning on the first day of each calendar semester and ending on the last day of such calendar semester.

1.10. "AFFILIATE" shall mean any company that directly or indirectly controls or is controlled by or is under common control with a party to this Agreement. "Control" means ownership, directly or through one or more Affiliates, of 50 percent or more of the shares entitled to vote on the election of directors.

1.11. "KNOW-HOW" shall mean any technical information having the meaning described in Appendix C.

2. LICENSE GRANT

2.1. License grant. Subject to the terms of this Agreement, UNIVERSITIES hereby grant a royalty-bearing license under the PATENT and/or KNOW-HOW to make use of and use the LICENSED TECHNOLOGY in the FIELD and in the TERRITORY to LICENSEE for the TERM.

This Agreement does not provide any right to LICENSEE to sublicense the LICENSED TECHNOLOGY.

The UNIVERSITIES shall make available to LICENSEE the necessary confidential information related to the development, production and use of the LICENSED TECHNOLOGY in the FIELD. Such information shall be subject to the duty of confidentiality set out in section 12.

2.2. Exclusivity. The exclusivity is set forth in Appendix D.

2.3. Retained rights. The UNIVERSITIES retain the right to carry out actions covered by the PATENT and/or KNOW HOW for research, teaching and educational purposes.

2.4. Registration of the license. Each PARTY is entitled to request the registration of the license at the appropriate Patent Office at its own cost.

3. TERM AND EFFECTIVENESS

This Agreement shall come into effect as of the date first written above (Effective Date). The license granted by this Agreement shall continue to be in force for any of the countries in which the PATENT is pending of grant or in effect until, if pending, the date the PATENT is finally rejected without a right of further appeal in such country or, if in effect, the date the PATENT expires or is revoked without a right of further appeal in such country. On that date, this Agreement shall terminate automatically for the country in which it occurs. In case this Agreement grants rights on KNOW-HOW, the license granted by this Agreement shall continue to be in force until this KNOW-HOW is of public domain through publication or otherwise through no breach of this Agreement.

4. ROYALTIES AND PAYMENT TERMS

4.1. LICENSEE shall be subject to the following payments to the UNIVERSITIES:

(a) Upfront payment. LICENSEE shall pay to UAB an upfront payment as specified in Appendix F. These payments are non-refundable and non-creditable. Upfront payment is paid in concept of patent costs of entering into European regional phase (costs have been faced by UAB solely).

(b) PATENT maintenance fees. LICENSEE shall pay the PATENT maintenance fees related to

PATENT for the TERRITORY. PATENT maintenance fees are all fees and costs including attorneys' fees and official fees, relating to the filing, prosecution and maintenance of the PATENT. These payments are non-refundable and non-creditable.

(c) Running royalties. LICENSEE shall pay the UNIVERSITIES a running royalty on NET SALES by LICENSEE as specified in Appendix F.

(d) Single Payment for the Recuperation of Future Running Royalties. LICENSEE shall have the possibility to make a single payment at any time as specified in Appendix F to establish the Running Royalty from the time of such payment to 0%. This payment is non-refundable.

4.2. Payments.

(a) Method of payment. All payments under this Agreement shall be payable as specified in Appendix G. Each payment shall make reference to this Agreement and identify the obligation under this Agreement that the payment meets. Payments are subject to Value Added Tax (VAT) at the appropriate rate.

(b) Time of payment. Upfront payment should be made on the Effective Date and shall be payable to UAB within thirty (30) days from the issued invoice. Single Payment for the Recuperation of Future Running Royalties should be made on the Effective Date and shall be payable to UAB within thirty (30) days from the issued invoice. Running royalties, shall be payable for each REPORTING PERIOD and shall be payable to UNIVERSITIES within thirty (30) days from the issued invoice.

(c) Late payments. Any payments by LICENSEE that are not paid on or before the date such payments are due under this Agreement, shall be paid within the following thirty (30) days, bearing interest of two (2) percentage points based on the due amount.

LICENSEE shall bear any income or similar tax levied under the laws of Spain on net profits the LICENSEE earns from or as a result of the license granted by this Agreement. LICENSEE shall be liable for any transfer tax, registration tax or similar tax or duty or any notary public's fees payable for the grant, continuation or termination of the license.

LICENSEE'S royalty payments exclude value added tax (VAT) which shall be charged in addition to the royalty payment at the applicable rate and paid by LICENSEE against a VAT invoice issued by the UNIVERSITIES.

All payments due to the UNIVERSITIES shall be made without deduction of any bank or transfer charges or any other amounts save for any amounts that LICENSEE is required to deduct under the tax laws and governmental regulations in force in Spain at the time of the payment in respect of LICENSEE's liability to tax on net profits. Where LICENSEE is required to make a deduction in respect of any such withholding taxes, LICENSEE shall provide the UNIVERSITIES with the appropriate certificate of such deduction.

5. REPORTS

LICENSEE shall provide the UNIVERSITIES within sixty (60) days after the end of each REPORTING PERIOD with reasonably detailed written reports that shall contain at least the following information:

(a) Description and value of the LICENSED TECHNOLOGY sold within the REPORTING PERIOD, NET SALES, deductions used in calculating NET SALES, and the resulting calculation of royalties. The report shall set out, in respect of each country in which the LICENSED TECHNOLOGY is sold, the Seller, the types of products sold, the quantity of each type sold, and the total NET SALES in respect of each type, expressed both in local currency and Euros and showing the conversion rates used, during the period to which the royalty payment relates.

If the value of LICENSED TECHNOLOGY sold is zero (0), reports are still required.

Once the UNIVERSITIES receive each report, the corresponding invoice shall be issued and sent to LICENSEE.

(b) research and development progress describing, if applicable, the milestones achieved.

c) Not later than sixty (60) days from the EFFECTIVE DATE, LICENSEE will provide a Business Plan to the UNIVERSITIES. Such plan must be adjusted to the market standards and shall guarantee the commitment of the LICENSEE with the LICENSED TECHNOLOGY and will allow the UNIVERSITIES to monitor if the development and commercialization process is performed according to what was expected.

6. AUDITS

LICENSEE shall keep and maintain reasonably adequate books of accounts relating to the manufacture, use, distribution, sales and other disposals of the LICENSED TECHNOLOGY.

LICENSEE agrees, upon written request by the UNIVERSITIES with 30 (thirty) days' prior notice, to permit an independent certified public accountant selected by the UNIVERSITIES once a year to audit the NET SALES and all other relevant information that may reasonably be necessary to determine the correctness and accuracy of the calculations on which the NET SALES are based. All fees and expenses for such audit shall be borne by the UNIVERSITIES.

Any possible audits shall be conducted during business hours in such a manner as not to interfere with the LICENSEE's normal business activities.

If the audit differs by five percent (5%) or more from statements provided by LICENSEE, LICENSEE shall be responsible for all costs incurred for such audit.

If the audit differs by ten percent (10%) or more from statements provided by LICENSEE, LICENSEE shall pay to UNIVERSITIES twice the amount between the statements and the real amount that should have been paid.

If the audit differs by fifteen percent (15%) or more from statements provided by LICENSEE, UNIVERSITIES shall have the right to terminate this Agreement.

7. OBTAINING AND MAINTAINING THE PATENT

LICENSEE shall prepare, file, prosecute and maintain all of the PATENTS. UNIVERSITIES shall have reasonable opportunities to advise the LICENSEE. LICENSEE shall pay all fees in respect of the PATENTS as and when due.

In the event LICENSEE is not interested in any patent and/or patent application within the PATENT, LICENSEE shall give 3 months' prior written notice to the UNIVERSITIES. After that period the patent or patent application identified in the written notice shall be excluded from the Agreement.

If during the prosecution, a limitation of the scope of the PATENT is proposed, no decision will be taken without the consent of all PARTIES.

8. INFRINGEMENT

(a) In the event either PARTY becomes aware of any actual or threatened material infringement or use of the LICENSED TECHNOLOGY, that PARTY shall promptly notify the other PARTY and provide it with full details. The PARTIES shall meet to discuss the appropriate course of action and may collaborate on pursuing such course of action.

Notwithstanding the foregoing, if the PARTIES fail to agree on a course of action, LICENSEE shall have primary responsibility for the prosecution, prevention or termination of any infringement of the LICENSED TECHNOLOGY, at its own expense. If LICENSEE determines that it is necessary for the UNIVERSITIES to join any suit, action or proceeding, the UNIVERSITIES shall execute all papers and perform such other acts as may be reasonably required in the circumstances, at the LICENSEE's expense.

(b) In the event that any third party files an action claiming an alleged infringement of intellectual property rights, either against the UNIVERSITIES or against LICENSEE as a consequence of or derived from the performance of any of the operations set out in this Agreement, LICENSEE shall indemnify, defend and hold the UNIVERSITIES harmless. LICENSEE shall defend the case and shall bear all costs associated with it.

(c) Upon receipt of any claim in respect of which an obligation to hold a PARTY harmless exists under this Article, the PARTY receiving the claim ("recipient") shall promptly inform the other. The recipient shall be entitled to appoint counsel to defend its own case, but shall make sure that the other PARTY is given access to all the documents related to the case and that it is also able to participate in defending the case. Either PARTY, as the case may be, shall provide the other with any reasonable assistance requested of it in connection with the defence of such action.

LICENSEE further agrees that it shall at all times take any and all legal steps, and in particular file any and all appeals available, to contest any claim, interim decision, injunction, order, judgement, etc., especially in the event that such an act contests the safety, efficacy or quality of the product.

LICENSEE shall not be entitled to waive its rights of appeal or settle any claim without the UNIVERSITIES's prior consent.

(d) LICENSEE shall bear the cost of any such proceeding or suit brought by the UNIVERSITIES as well as the expenses the UNIVERSITIES have incurred. Recoveries or reimbursements from litigation shall first be used to reimburse LICENSEE for all litigation costs. Any remaining recoveries or reimbursements shall be treated as NET SALES hereunder.

9. ASSIGNMENT

All rights and obligations subject to this Agreement shall not be assigned in whole or in part without the prior written consent of the UNIVERSITIES.

10. WARRANTIES, LIABILITIES AND INDEMNIFICATION

10.1 Warranties. Except as may otherwise be expressly set forth in this agreement, the UNIVERSITIES make no representations or warranties of any kind concerning the PATENT and/or KNOW-HOW, express or implied, including without limitation warranties of merchantability, fitness for a particular purpose, non-infringement, validity of PATENT claims, whether issued or pending, and the absence of latent or other defects, whether or not discoverable. Specifically, and not to limit the foregoing, the UNIVERSITIES make no warranty or representation (i) regarding the validity or extent of the PATENT, and (ii) that the use of the PATENT or any LICENSED TECHNOLOGY will not infringe any PATENTS or other intellectual property rights of a third party.

10.2 Liabilities. In no event shall the UNIVERSITIES be liable for incidental or consequential damages of any kind, including economic damages or injury to property and loss of profit, regardless of whether the UNIVERSITIES are advised, has another reason to know, or does in fact know of the possibility of the foregoing. In any case the total liability shall not exceed the total value of the royalties and other compensation paid.

10.3 Indemnification. LICENSEE shall indemnify, defend, and hold the UNIVERSITIES harmless against any liability, damage, loss, or expense (including attorneys' fees and expenses) incurred by or imposed upon any of the Indemnities in connection with any claims, suits, actions, demands or judgments arising out of any theory of liability (including without limitation actions in the form

of tort, warranty, or strict liability and regardless of whether such action has any factual basis) concerning any product, process, or service that is made, used, sold, imposed, or performed pursuant to any right or license granted under this Agreement.

11. TERMINATION

This Agreement shall remain in effect upon the expiration of the last PATENT or until the KNOW-HOW is of public domain (as stated in Section 3).

Notwithstanding any other right or remedy it may have, either PARTY may terminate this Agreement at any time through written notice to the other PARTY if the other PARTY is in breach of this Agreement, stating the breach and, if the UNIVERSITIES so decide, requiring it be remedied.

This Agreement shall also be terminated: (i) by mutual Agreement between the PARTIES; (ii) in the event LICENSEE is bankrupt, in liquidation or permanently insolvent; (iii) in the event LICENSEE does not make payment of any of the amounts to which LICENSEE was subject within the payment term or if an examination by the UNIVERSITIES's accountant according to Section 6 shows underreporting or underpayment by LICENSEE in excess of ten (10) percent of the amounts reported for the previous twelve (12) month period; and (iv) in the event LICENSEE challenges the validity of the PATENT or supports third parties in such a challenge. In relation to the last three cases, termination shall be preceded by written prior notice sent by the UNIVERSITIES to LICENSEE according to the terms stated in paragraph two of this section.

LICENSEE shall be entitled to terminate this Agreement on fair grounds, such as the existence of circumstances beyond its effective control, by giving the UNIVERSITIES at least six (6) months prior written notice. The prior notice shall state the grounds for termination and is to state the date at least six (6) months in the future when the termination is to take effect, and upon payment of all amounts due to UNIVERSITIES due to such effective date of termination. The UNIVERSITIES shall be entitled to request further information about the grounds for termination and LICENSEE shall provide it with the information within 10 days after receiving such request. If LICENSEE does not provide the UNIVERSITIES with the information requested the termination shall not be considered effective.

In no event shall termination of this Agreement release LICENSEE from the obligation to pay any amounts that became due on or before the effective date of termination.

After termination LICENSEE shall immediately return to the UNIVERSITIES all confidential documents received from the UNIVERSITIES.

12. CONFIDENTIALITY

The PARTIES shall treat as confidential the contents of this Agreement and any information regarding the other PARTIES' business and/or its Affiliate(s)' business as well as information relating to any product disclosed by the other PARTY and/or its Affiliate(s) to the other PARTY pursuant to this Agreement (hereinafter termed "Confidential Information").

Both PARTIES shall only use the Confidential Information for the sole purpose of this Agreement and shall not disclose it to any third party other than their own Affiliate(s), employees, directors, officers or third parties bound by a similar secrecy obligation who need to have access to the Confidential Information to achieve the purpose of this Agreement.

The above confidentiality and non-disclosure obligations shall not apply to information that the receiving PARTY can establish through competent proof:

- (a) was already in the public domain at the time of signing the Agreement;
- (b) has become part of the public domain through publication or otherwise through no breach of this Agreement;
- (c) was in its possession before receipt and was not acquired directly or indirectly from the other PARTY and/or its Affiliate(s);
- (d) has been disclosed to the receiving PARTY by a third party who is entitled to make such disclosure;
- (e) must be provided to the relevant authorities by law, provided the PARTY required to produce the Information provides the other PARTY with prompt notice prior to the

legal disclosure – as far as legally and practically possible - and produces – as far as legally and practically possible - only the portion of the Information legally required under such request.

The UNIVERSITIES shall not publish, make public presentations or in any other way disclose to any third parties scientific or technical aspects of the Confidential Information without the prior consent of LICENSEE. The UNIVERSITIES shall notify LICENSEE of its intention to make any Confidential Information public with 15 days' prior written notice, informing it of the specific information and the circumstances in which it will be published. If no justified refusal is given during that period, the UNIVERSITIES shall be free to use such information.

LICENSEE shall not use Confidential Information received from the UNIVERSITIES for any purpose other than the purposes set out in this Agreement. The obligations set out in this provision shall continue after the termination or expiration of this Agreement.

13. SEVERABILITY AND AMENDMENT

13.1 Severability: All terms contained in this Agreement shall be construed so as not to infringe the provisions of any applicable law. If any term does infringe any such provision, such term shall be deemed void and severable and shall not affect any other provision of this Agreement. In the event of any invalid provision or any loophole the PARTIES shall agree upon a provision which most closely approximates the intent and commercial effect of the invalid term or, in the case of a loophole, the PARTIES' presumable intentions. In the event that the terms and conditions of this Agreement are materially altered as a result of the preceding sentence, the PARTIES shall renegotiate the terms and conditions of this Agreement in order to resolve any inequities.

13.2 Amendment: This Agreement, including its Appendixes, sets out the entire Agreement between the PARTIES relating to its subject matter and supersedes all previous oral or written negotiations, agreements, arrangements or understandings between them relating to such subject matter. The PARTIES acknowledge that they are not relying on any representation, Agreement, term or condition which is not set out in this Agreement. This Agreement may only be amended in writing, signed by duly authorised representatives of the UNIVERSITIES and LICENSEE.

14. GOVERNING LAW AND JURISDICTION

The License Agreement shall be governed by and construed in accordance with the laws of Switzerland, without regard to its conflicts of law principles. Any dispute or controversy arising out of or in connection with the interpretation or performance of this agreement during its duration or thereafter that cannot be resolved by a mutually amicable arrangement between the parties hereto, will be finally decided with WIPO Arbitration and Mediation Center. Arbitration proceedings shall be constructed in the English language and shall take place in the city of Geneva.

This Agreement has been drafted and signed in English.

15. MISCELLANEOUS

15.1 Notice: Any communication, advice, request, consent, notice or instruction to be given under this Agreement shall be made in writing and sent by fax with a confirmation copy posted in a letter or forwarded by first class prepaid post (registered or recorded delivery) to the receiving PARTY and shall be deemed to have been given on the date of the fax or on the day following the day on which the notice was posted. The other party shall be notified of any change or modification.

The contact details for the UNIVERSITIES and LICENSEE are set out in Appendix H.

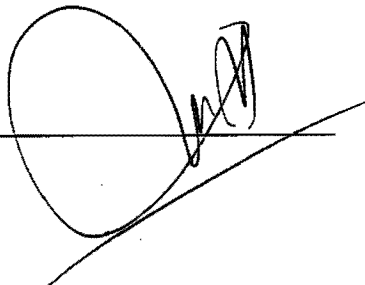
15.2 R+D/Consulting services: Parties will sign independent Research Agreements or Consultancy Agreements for each specific demand related to the IP scope from the company to the inventors.

15.3 Force Majeure: Neither PARTY shall have any liability or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from circumstances beyond the reasonable control of that PARTY, including without limitation labour disputes involving that PARTY. The PARTY affected by such circumstances shall promptly notify the other PARTY in writing when such circumstances cause a delay or failure in performance and when they cease to do so.

IN WITNESS WHEREOF, the PARTIES enter into this Agreement in two copies, in the place and on the date stated above, through their duly authorised representatives.

Universitat Autònoma de Barcelona

Ferran Sancho
Rector



Masaryk University

Name: Eva Janouskovcova
Title: Director of the TTO

Università La Sapienza

Name: Luigi Frati
Title: Rector

Devicare

Rosendo Garganta
CEO

APPENDIX A

Field: Scope of the patent

APPENDIX B

List of Patent Applications and Patents:

- Priority Patent Application in Spain: ES201130548, filed on April 6th, 2011.
Title: "PROCEDIMIENTO DE CARACTERIZACIÓN Y CLASIFICACIÓN DE CÁLCULOS RENALES"
Status: Granted on March 04, 2014.

- European Patent Application: 12767459.6, filed on November 6th, 2013
Title: Method for the Characterisation of Kidney Stones by Hyperspectral Imaging and Artificial Neural Networks

APPENDIX C

KNOW-HOW:

All the technical information required to carry out the invention described in the PATENT.

APPENDIX D

The license granted to LICENSEE is a sole and exclusive LICENSE. The UNIVERSITIES shall neither grant any other license to a third PARTY on the rights Licensed by this Agreement.

APPENDIX E

Territory: Any country with a valid patent extension of the patent family defined in Appendix B.

APPENDIX F

Upfront Payment:

In consideration of the grant of the LICENSE, LICENSEE will pay a single non-refundable non-creditable fee of 2,400€ (+VAT) to UAB. Such amount will be used by UAB to cover the cost of entering the PATENT into national/regional phase in Europe (EPO)

Royalty rate to be paid to UNIVERSITIES:

- When the product manufactured with LICENSED TECHNOLOGY falls within the scope of PATENT:
Running royalties: 1% of net sales.

- In case the product manufactured with LICENSED TECHNOLOGY does not fall within the scope of PATENT but incorporates or has used KNOW-HOW to its development:
Running royalties: 0,5% of net sales.

Exit clause:

LICENSEE shall have the possibility to make a single payment at any time to establish the Running Royalty from the time of such payment to 0%. In compensation, LICENSEE will have to pay 50,000€ to UNIVERSITIES in case that the PATENT is in force. In case that the PATENT is withdrawn, LICENSEE will pay 25,000€ to UNIVERSITIES.

APPENDIX G

The UNIVERSITIES shall issue an invoice with the following billing details for LICENSEE:

Name: Global Health Home Devices SL

Address: Av. Diagonal 327, C-2
08009 Barcelona (Spain)

VAT number: B65663122

Except for Upfront Payment, the rest of the payments will be split to each of the UNIVERSITIES according to their % of ownership of the PATENT:

Universitat Autònoma de Barcelona: 40%

Università La Sapienza: 40%

Masaryk University: 20%

APPENDIX H

All notices shall be addressed as follows:

If to UAB:

For the attention of: Head of Patent Office

Address: Edifici Eureka s/n – Campus de la UAB, 08193 Cerdanyola del Vallès (Spain)
email: patents@uab.cat
Tel: +34 93 586 88 91
Fax: +34 93 581 28 41

If to Masaryk University:

For the attention of: Director of Technology Transfer Office (CTT)

Address: Centrum pro transfer technologii, Masarykova univerzita, Zerotinovo nam. 617/9
601 77 Brno, Czech Republic
email: ctt@ctt.muni.cz
tel.: +420 549 49 8016
fax: +420 549 49 1022

If to Università La Sapienza:

For the attention of: Director of Tech Transfer Office

Address: Ufficio Valorizzazione e Trasferimento Tecnologico

Università La Sapienza - Piazzale Aldo Moro 5, 00185 Roma
mail: daniele.riccioni@uniroma1.it

Tel: +39 06 49910855

Fax: +39 06 49910692

If to Devicare SL:

For the attention of: Rosendo Garganta Laria (CEO)

Address Devicare SL, Av. Diagonal 327, C-2

08009 Barcelona (Spain)

Email: rgarganta@devicare.com

Tel: +34934760240