

SUPERINTENDENCIA DE INDUSTRIA Y COMERCIO



No. 13-169779- -00004-0000

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Señor Director
DIRECCION DE NUEVAS CREACIONES
Superintendencia de Industria y Comercio
E. S. D.

Trámite : 011
Evento : 378
Actuación : 329

Referencia : Expediente No. 13.169.779
Asunto : Solicitud de Patente para **DERIVADOS DE BICICLO[3,2,1]OCTILAMIDA Y SUS USOS**
Solicitante : **H. LUNDBECK A/S**
Clase : A01N 029/004, A61K 031/025
Fecha de solicitud : 17 de Julio de 2013

1. Yo, Luz Clemencia de PAEZ, en mi condición de apoderada de la sociedad solicitante, **H. LUNDBECK A/S**, me permito presentar copia del acuerdo de investigación por contrato, suscrito entre las sociedades H. Lundbeck A/S (en adelante HLU), y Synaptic Pharmaceutical Corporation (en adelante Synaptic).

Lo anterior, con el fin de completar la documentación relativa a las cesiones de los inventores al solicitante radicadas junto con mi solicitud el día 17 de Julio de 2013; por lo cual respetuosamente solicito tener en cuenta la copia del documento anexo, e incorporar la misma al expediente en el que consta la solicitud de la referencia.

2. En relación con el documento en mención, y debido a que el mismo se encuentra en idioma inglés, a continuación me permito transcribir la traducción al español del aparte relevante para efectos de constatar la cesión de derechos de Synaptic Pharmaceutical Corporation a H. Lundbeck A/S:

"EXCELENCIA LEGAL EN UN MUNDO SIN FRONTERAS"

BOGOTÁ - Edificio Siski - Carrera 4 No. 72 - 35 - Tel. (57-1) 347 3611 - Fax (57-1) 211 8650 - Fax in U.S.A: (1-305) 675 7743 - COLOMBIA
MEDELLÍN - San Fernando Plaza - Carrera 43 A No. 1 - 50 - Torre Protección Oficina 652 - Tel: (57-4) 604 4794 Ext. 6729 / 6731 - Fax: (57-4) 604 4731- COLOMBIA

www.cavelier.com
cavelier@cavelier.com

3. Propiedad de la Tecnología y de las Patentes.

3.1. Trabajo por contrato. Todo el trabajo a ser llevado a cabo por Synaptic bajo este Acuerdo será trabajo por contrato. Por contraprestación avaluable, cuya suficiencia se reconoce por el presente por parte de Synaptic, todo derecho, título e interés para los Resultados será propiedad de HLU.

3.2. Uso de Resultados. Sin limitar la generalidad de la Sección 3.1, HLU tendrá el derecho perpetuo, completamente pagado y libre de regalías de usar, él mismo o de otorgar a cualquiera de sus Filiales, subcontratistas, licenciarios o cesionarios, el derecho de usar los Resultados.

3.3. Derechos de Patente. HLU tendrá el único control sobre la presentación y trámite de las solicitudes para la obtención de patentes en los Estados Unidos y patentes extranjeras que cubran cualquiera de los Resultados. Synaptic requerirá que cada uno de sus empleados y consultores que trabajen sobre el proyecto de Investigación celebren un acuerdo escrito obligatorio, razonablemente aceptable para HLU, con el propósito de que si tal persona es un único inventor de un Resultado, tal empleado o consultor suministre a HLU las autorizaciones necesarias, los poderes y otros documentos y asistencia razonablemente solicitada por HLU para que HLU asegure y mantenga los derechos de Patente.

Solicito a ese Despacho tener en cuenta el anterior documento y continuar con el trámite correspondiente.

Señor Director,


LUZ CLEMENCIA DE PAÉZ
C.C. No. 35.456.344 de Usaquén
T.P.A. 23.555

CONTRACT RESEARCH AGREEMENT

This Contract Research Agreement is entered into and is effective on December 31, 2003 ("Effective Date") by and between H. Lundbeck A/S, a Danish company (hereinafter referred to as "HLU"), and Synaptic Pharmaceutical Corporation, a Delaware corporation (hereinafter referred to as "Synaptic").

WITNESSETH:

WHEREAS, HLU has acquired and owns all of the right, title and interest in and to certain technology assets, which include the "core assets" set forth in Exhibit A and the "non-core assets" set forth in Exhibit B (collectively, the "HLU Technology");

WHEREAS, HLU desires that Synaptic perform certain research and development activities with respect to the HLU Technology and possibly other HLU technology (collectively, the "Technology Assets"); and

WHEREAS, Synaptic is willing to provide such services on a work-for-hire basis pursuant to the terms, covenants and conditions and the mutual promises set forth and contained herein;

NOW, THEREFORE, in consideration of the premises and the mutual promises of the parties set forth herein, and intending to be legally bound, the parties hereby agree as follows:

1. Certain Definitions.

1.1 "Affiliate" means an entity or person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a Party to this Agreement. Without limiting the foregoing, the direct or indirect ownership of fifty percent (50%) or more of the outstanding voting securities of an entity, or the right to receive fifty percent (50%) or more of the profits or earnings of an entity, or the right to control the policy decisions of a person or entity, shall be deemed to constitute control.

1.2 "Cost" means all documented costs incurred by Synaptic in connection with providing services on a Research Project, including but not limited to:

- (a) direct variable costs (e.g., raw materials, wages);
- (b) allocated semi-variable costs (e.g., wages and salaries of supervisors, laboratory technicians and service personnel, other personnel costs, repair and maintenance of machinery, stock material used internally, stationary and acquisitions);
- (c) fixed costs (e.g., wages and salaries of Project Coordinator, staff, head of departments, supervisors and laboratory technicians, and other personnel costs);

- (d) distributed costs (e.g., rent, energy); and
- (e) an allocation for overhead in an amount to be determined by the parties acting in good faith;

provided, however, that if Synaptic engages a third party contract research firm or otherwise incurs costs due to the payment of an invoice submitted by a third party in connection with services rendered in connection with this Agreement, then "Cost" with respect to such services shall mean the amount(s) set forth on said invoice(s) and paid by Synaptic, so long as the third party has been engaged on competitive terms.

1.3 "Patent Rights" shall mean all patent applications (whether in preparation or filed) and issued patents covering or related to the Technology Assets and/or Results, including but not limited to any provisionals, divisionals, continuations, continuations-in-part, reissues, reexaminations, extensions derived therefrom, as well as all foreign patent applications, granted patents and all counterparts thereof including, but not limited to, substitutions, confirmations, registrations, revalidations, supplemental protection certificates, administrative protection certificates (or other governmental actions) which provide rights to the patent holders in the patented subject matter.

1.4 "Results" shall mean know-how, trade secrets, inventions, discoveries, technical information, formulae, processes, expert opinions, data, and other information produced by Synaptic, its employees or other persons working on Synaptic's behalf or at its direction in the course of Synaptic's work under this Agreement or otherwise pertaining to the Technology Assets.

2. R&D Program.

2.1 Research and Development Project(s). HLU may from time to time request that Synaptic undertake certain research and development projects pertaining to the Technology Assets (each a "Research Project"). The objectives, budgets, timelines and other principal terms for each Research Project will be set forth in a separate document entitled Research Project to be signed by each party. Such document will be considered incorporated in and made a part of this Agreement. Each Research Project may be modified by the parties from time to time or supplemented or replaced by other Research Projects. Synaptic shall perform each research project at its own premises, unless otherwise agreed upon by the parties. From time to time, at its discretion, HLU may appoint a designated representative to monitor the research project(s). Such designated representative of HLU will be given full access by Synaptic to its facilities, records and personnel for the purpose of ascertaining and understanding the status of the Research Project(s) and any issues that may have arisen that could materially adversely effect the results or timely performance of the Research Project(s).

2.2 Project Coordinator. Each party shall appoint a project coordinator for each Research Project who shall be the central point for communications between the parties. The parties shall on a continuous basis discuss and meet regarding the present

status of the Research Project in order to optimize the completion hereof. Joint meetings or telephone conferences shall be held within reasonable intervals during the term of this Agreement as agreed upon by the parties.

2.3 Reporting. Synaptic shall submit to HLU a describing its research findings and conclusions promptly following the conclusion of each Research Project. This final report shall be provided to HLU as soon as possible following the completion of the work and shall include, among other relevant information, the raw data produced, procedures, protocols, materials and final conclusions. If HLU is dissatisfied with any report submitted by Synaptic it shall so notify Synaptic, providing reasonable detail regarding its concerns, and Synaptic will promptly modify the report to address HLU's concerns.

2.4 Access to Records. Synaptic shall provide HLU with full and reasonable access during normal business hours to the facilities in which the Research Project(s) are conducted and the records thereof are stored. Upon HLU's request, Synaptic shall provide HLU with access to and copies (at HLU's expense) of all of Synaptic's records and documents pertaining to the Research Project(s), including, but not limited to, raw data, test results, and laboratory and idea notebooks kept by Synaptic personnel.

2.5 Diligence. Synaptic undertakes to conduct each Research Project with reasonable diligence commensurate with the level of diligence it employs or has employed for its own projects, within the time schedule agreed between the parties in the applicable Research Project and in accordance with the highest professional standards in a timely, competent and efficient manner. Synaptic represents and warrants that each Research Project shall be conducted in compliance with all applicable laws, rules, regulations and guidelines.

2.6 Grant of License. HLU hereby grants to Synaptic a limited, non-exclusive non-transferable, personal license to the Technology Assets for the sole purpose of enabling Synaptic to perform its work on the Research Project(s). For purposes of clarification, Synaptic shall not use or have any right to use the Technology Assets except in connection with fulfillment of its obligations hereunder. Further, such license will automatically expire upon the termination of this Agreement as described in Section 5, below.

2.7 HLU R&D. Nothing in this Agreement is intended to prevent HLU in its sole discretion, acting either on its own or through other parties, from conducting or having conducted research and development activities with respect to any or all of the Technology Assets for any purpose whatsoever.

2.8 Synaptic Personnel. Synaptic, in its discretion, shall assign to each Research Project the number and type of technical employees and/or consultants necessary or advisable to fulfill Synaptic's obligations on each Research Project. Synaptic shall be solely responsible for salary, benefits and/or any other obligations incurred to any individual employed by Synaptic to provide services on any Research Project. HLU reserves the right, in its reasonable discretion, to request the removal of

any particular individual assigned by Synaptic to work on a Research Project.

2.9 Materials. During the term of this Agreement, HLU, from time to time, may provide certain biological and/or chemical materials (hereinafter "Materials") to Synaptic pursuant to this Agreement. Synaptic agrees that it shall use, supply, store, and handle such Materials in a proper manner. Any Materials so provided by HLU shall only be used by Synaptic for the sole purpose of fulfilling its obligations under this Agreement, and shall only be used in accordance with the description of the Research Project to which it pertains. **IN NO EVENT SHALL MATERIALS BE USED ON A HUMAN SUBJECT WITHOUT THE PRIOR WRITTEN APPROVAL OF HLU.** Synaptic may not use Materials outside its facility or take, send or permit materials to be moved from its facility (other than for return to HLU), or distribute Materials to anyone that is not an employee or approved consultant of Synaptic. Upon HLU's request and/or upon termination of this Agreement, Synaptic shall properly dispose any unused Materials pursuant to HLU's written instruction.

3. Ownership of Technology and Patenting.

3.1 Work-for-Hire. All work to be conducted by Synaptic under this Agreement shall be work-for-hire. ~~For valuable consideration, the sufficiency of which is hereby acknowledged by Synaptic, all right, title and interest to the Results shall be owned by HLU.~~

3.2 Use of Results. Without limiting the generality of Section 3.1, HLU shall have the perpetual, fully paid, royalty-free, exclusive worldwide right to use itself or to grant to any of its Affiliates, subcontractors, licensees or assignees, the right to sue the Results.

3.3 Patent Rights. HLU shall have sole control over filing and prosecuting applications to obtain United States and foreign patents covering any of the Results. The cost for all such filings and prosecutions shall be borne by HLU. Synaptic will require that each of its employees and consultants working on the Research Project(s) enter into a binding written agreement, reasonably acceptable to HLU, to the effect that if such person is a sole inventor or joint inventor of a Result, such employee or consultant will provide HLU with the necessary authorizations, powers of attorney and other documents and assistance reasonably requested by HLU in order for HLU to secure and maintain Patent Rights.

4. Payment Terms.

4.1 Remuneration. Synaptic's total remuneration for conducting each Research Project shall be an amount equal to (i) Synaptic's Cost for conducting the Research Project plus (ii) fifteen percent (15%). The fees charged by Synaptic will be reviewed annually and if appropriate the parties will agree upon a good faith adjustment in the fees. Any such adjustment will be memorialized in a written amendment to this Agreement.

4.2 Payment Terms. Payments will be billed and payable monthly in advance unless otherwise agreed by the parties. HLU shall make the payment due within thirty (30) days upon receiving such invoice. HLU reserves the right to withhold a portion of the compensation as required under applicable tax codes, rules and laws. Synaptic shall be responsible for paying all taxes, VAT and/or duties levied as a consequence of this Agreement. Synaptic shall not be authorized to incur any additional expenses on behalf of HLU not specified in a relevant Research Project unless HLU's prior written approval has been obtained. If more than one Research Project is underway at a given time, Synaptic will invoice HLU separately for each Research Project.

5. Term and Termination.

5.1 Term. This Agreement shall become effective on the Effective Date and shall continue for a period of three (3) years (the "Base Term"). This Agreement will be automatically extended for consecutive successive one-year periods (each a "Renewal Term") unless cancelled by either party on thirty (30) days' notice prior to the expiration of the Base Term or any Renewal Term, as the case may be.

5.2 Termination.

(a) Either party shall have the right to cancel the Agreement at any time and for any reason upon thirty (30) days' prior notice to the other.

(b) Either party shall have the right to cancel this Agreement immediately upon written notice to the other in the event of a material breach or default of obligations hereunder by the other party, which breach or default is not corrected within ninety (90) days after written notice thereof

(c) Either party may immediately terminate this Agreement with or without the giving of notice if the other party commences dissolution or winding up procedures or takes any action for relief from creditors under applicable bankruptcy laws.

5.3 Effect of Termination. In the event of the termination of this Agreement for any reason, all other rights and obligations of the parties under this Agreement arising prior to such termination shall remain in full force and effect, subject to the other terms and conditions hereof, including but not limited to the right of Synaptic to be paid for its reasonable documented costs incurred in connection with this Agreement prior to the termination thereof or for which Synaptic has become unconditionally obligated as of the

date of termination. Upon receipt of notice of termination from HLU, Synaptic will cease all work on Research Project(s) and will not incur any further expense hereunder. Synaptic agrees to refund to HLU any unused portion of the remuneration already paid by HLU to Synaptic as of the date of termination.

5.4 Survival. Any and all obligations and rights under Sections 2.9 (last sentence only), 3.1-3.3, 5.3, 6.1-6.5, 7.1-7.4 and 8.10 shall survive the termination of the Agreement.

6. Confidentiality and Publications.

6.1 Confidential Information. Synaptic acknowledges that the information and materials to be provided to Synaptic by HLU with respect to the Technology Assets and all Results produced by Synaptic constitute confidential and proprietary information of HLU. Synaptic agrees that it will not use any of such information for any purpose other than the performance of its obligations under this Agreement and will not disclose any of such information to any other party other than those of its employees and advisors that have a need to know such information in order for Synaptic to perform its obligations under this Agreement. Synaptic will advise all such employees and advisors of its obligation to treat such information and materials as confidential and will ensure that all such employees and advisors are either subject to an agreement in which they have similar obligations to treat the information as confidential or are otherwise subject to fiduciary obligations to Synaptic to treat such information as confidential. Synaptic's obligations under this Section 6.1 will continue for fifteen (15) years after the termination of this Agreement.

6.2 Confidentiality Exceptions. The obligations set out in Section 6.1 above shall not apply to (i) information which is in the public domain at the time it is disclosed to Synaptic or which becomes part of the public domain subsequent to disclosure to Synaptic through no breach of this Agreement by Synaptic; (ii) information which HLU agrees in writing may be disclosed or published and (iii) information made available to Synaptic by a third party that is not subject to an obligation to treat the information as confidential. If Synaptic desires to rely on one of the foregoing exceptions it will have the burden of proof to establish by reasonable documentary evidence that such exception is applicable. In addition, Synaptic will not be deemed to be in breach of its obligations under Section 6.1 if it is required to disclose confidential information of HLU pursuant to a subpoena, court order or other legal requirement, provided that Synaptic (i) promptly notifies HLU that it is legally required to disclose the information and (ii) cooperates with HLU's efforts, at HLU's expense, to obtain a protective order or similar confidential treatment for such information.

6.3 Return of Confidential Information. Upon the termination of each Research Project or at the request of HLU, Synaptic will return all copies of information provided to it by HLU and will deliver to HLU all copies of Synaptic's records and documents produced as part of the Research Project, including but not limited to all laboratory notebooks, raw data and results.

6.4 Injunctive Relief. Synaptic acknowledges that the breach by it of any provision of this Section 6 will result in irreparable harm to HLU for which money damages would not make HLU whole. Accordingly, in the event of any breach or threatened breach of any provision of this Section 6 by Synaptic, HLU shall be entitled to seek injunctive or other equitable relief, in addition to all other remedies available to it, without the posting of a bond therefore, and Synaptic will not claim as a defense thereto that HLU has an adequate remedy at law.

6.5 Publications. If Synaptic contemplates making any publication or public presentation of the Results, Synaptic shall send any manuscript for publication or abstract for public presentation to HLU for comments at least three (3) months prior to submission for publication or presentation with the request for approval. HLU may modify or delete parts of the manuscript or the abstract, which contain Results or other information regarding the Technology Assets which in HLU's reasonable opinion might jeopardize any industrial or commercial exploitation by HLU of any Results or Technology Assets. In addition, HLU may delay the publication or presentation or withhold its approval of such publication or presentation if the contents of such publication or presentation could in the reasonable opinion of HLU jeopardize the attainment of adequate protection of intellectual property rights in the Results or Technology Assets or materially adversely effect the value of the Results or Technology Assets.

7. Disclaimer of Liabilities.

7.1 Synaptic makes no warranty, express or implied, as to the accuracy of any work done by it under this Agreement and will not be held responsible for any consequence arising out of any inaccuracies or omissions unless such inaccuracies or omissions are the result of negligence and/or misconduct on the part of Synaptic or its employees or consultants.

7.2 Synaptic will have no liability whatsoever, either direct or indirect, for the effects of any product or process that may be produced or adopted by HLU or any third party based on the Results.

7.3 HLU shall assume no liability for any damages occasioned by Synaptic's use of Materials. Synaptic hereby irrevocably waives any and all claims against HLU or any of its Affiliates, and their respective officers, employees, agents and shareholders (the "HLU Parties") arising from Synaptic's use of Materials, and agrees to indemnify, defend and hold the HLU Parties harmless from and against any claims, suits or actions by any Synaptic employee or consultant or his/her successor or heirs arising out of their use of Materials and all liabilities, losses, costs, reasonable attorney's fees, expenses, judgments and/or damages related thereto incurred by HLU.

7.4 Neither party shall be liable to the other for any indirect loss or for any special, incidental, punitive or consequential damages suffered by any person, whether such loss arises from breach of a duty in contract, tort, under statute or in any other way

including, without limitation, loss arising from negligence, default, breach of duty, product liability, strict liability, non-delivery, delay in delivery or defects or errors in the work undertaken pursuant to the terms of this Agreement.

7.5 Notwithstanding anything to the contrary set forth herein, Synaptic will not obtain any right, title or interest to any of the Technology Assets or Results by virtue of this Agreement or the Work to be performed by Synaptic hereunder.

8. Miscellaneous.

8.1 Entire Agreement. This Agreement (together with the Research Projects that may be executed from time to time as contemplated herein) constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior agreements, understandings, writings and discussions between the parties with respect to such subject matter.

8.2 Amendment Waiver. This Agreement, and any of the terms hereof, shall not be modified, amended or waived except by a written instrument executed by the parties or, in the case of waiver, by the waiving party. The failure of either party at any time to require performance of any term hereof shall not affect its right at a later time to enforce the term. The waiver by either party of any condition or term hereof in any one or more instances shall not be construed as a further or continuing waiver of such condition or term.

8.3 Assignment. Neither party shall assign its rights or obligations under this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld, provided that either party may assign this Agreement and its rights and obligations hereunder to one of its Affiliates, or to any successor or assign which shall have acquired all or substantially all of the stock or assets of such party by reorganization, incorporation, merger, consolidation or otherwise.

8.4 Force Majeure. Any delays in or performance by either party under this Agreement shall not be considered a breach of this Agreement if and to the extent caused by occurrences beyond the reasonable control of the party affected, including but not limited to acts of God, embargoes, governmental restrictions, strikes or other concerted acts of workers, fire, flood, explosion, riots, wars, civil disorder, acts of terrorism, rebellion or sabotage. The party suffering such occurrence shall immediately notify the other and any time for performance hereunder shall be extended by the actual time of delay caused by such occurrence.

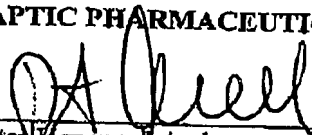
8.5 Severance. If any provision of this Agreement is or becomes invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect, and for the invalid, illegal or unenforceable provision shall be substituted a valid, legal and enforceable provision which shall be as similar as possible in economic and business objectives as intended by the parties. Notwithstanding the foregoing, if the illegal or unenforceable provision is material in the context of this Agreement and the parties are

then existing rules of the American Arbitration Association (the "AAA"). The arbitration shall be conducted before a panel of three arbitrators consisting of one member appointed by each party and a third, who shall be chairman, appointed by mutual agreement of the two arbitrators. In the event of the failure of a party to appoint an arbitrator within thirty (30) days after commencement of arbitration, or in the event of the failure by the two arbitrators selected by the parties to agree within sixty (60) days after commencement of the arbitration proceeding upon appointment of a third arbitrator, such arbitrator shall be appointed by the AAA. An arbitration proceeding shall be deemed to commence upon request or demand for arbitration filed with the AAA. The decision of a majority of the arbitrators shall be final and binding upon the parties and judgment thereon may be entered in any court having jurisdiction thereof.

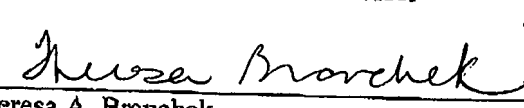
8.11 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, United States of America, without regard to its choice of law principles.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

SYNAPTIC PHARMACEUTICAL CORPORATION

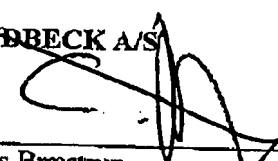
By: 

Peter Høngaard Andersen
President and Chief Executive Officer

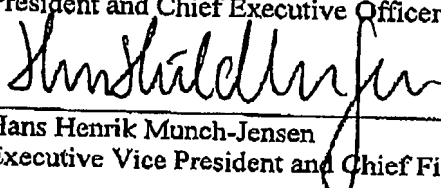
By: 

Theresa A. Branchek
Executive Vice President

H. LUNDBECK A/S

By: 

Claus Bræstrup
President and Chief Executive Officer

By: 

Hans Henrik Munch-Jensen
Executive Vice President and Chief Financial Officer