

### ***Genmab Agreement***

In February 2015, Aduro Biotech Europe entered a co-development and commercialization agreement with Genmab to evaluate five DuoBody product candidates targeting immune checkpoints. Genmab and Aduro Biotech Europe will contribute panels of antibodies for the creation of bispecific antibody products using Genmab's DuoBody platform. If the companies jointly select a product candidate for clinical development, development costs will be shared equally, with each party retaining a 50% share of the product rights. If one of the companies decides not to move a therapeutic candidate forward, the other company is entitled to continue developing the product at predefined licensing terms. The agreement also includes terms which allow the parties to opt out of joint development at key points in each product's clinical development.

## **8. Research and Development and License Agreements**

For the years ended December 31, 2016, 2015 and 2014, respectively, the Company recorded \$8.1 million, \$9.8 million and \$1.6 million in upfront payments, milestone payments and sublicensing fees from its research and development and license agreements described below.

### ***Listeria-Related Agreements***

#### ***JHU Listeria Agreement***

In March 2011, the Company entered into a license agreement with The Johns Hopkins University, or JHU, pursuant to which the Company received an exclusive, worldwide, sub licensable license to certain patent rights covering the tumor-associated antigen mesothelin to make, use, import and commercialize products and to provide services for all bacteria-based therapeutic and/or prophylactic uses for cancer treatment and/or prevention and as a companion diagnostic.

Under the JHU *Listeria* Agreement, the Company is required to make future milestone payments totaling up to \$375,000 upon achievement of certain regulatory milestones. Under the JHU *Listeria* Agreement, the Company is obligated to pay JHU royalties based on net sales of licensed products and services by the Company, its affiliates and its sublicensees at a rate in the low-single digits, subject to minimum annual royalties, and a percentage of consideration received from any sublicensing arrangements ranging from the low-single digits to the low twenties depending on the field of use and the stage of development of the product candidate at the time the sublicense is granted.

The JHU *Listeria* Agreement will continue in effect on a country-by-country basis until the expiration of the last patent within the licensed patent rights, or if no patents issue then for 20 years from the effective date of the agreement. Either party may terminate the JHU *Listeria* Agreement for the other party's uncured breach of the agreement upon 30 days' prior notice or for the other party's insolvency. Additionally, the Company may terminate the JHU *Listeria* Agreement at will upon 90 days' prior written notice to JHU.

#### ***UCB Listeria Agreement***

In March 2012, the Company entered into a license agreement with the Regents of the University of California on behalf of its Berkeley campus, or UCB, granting the Company an exclusive, worldwide, sub licensable license to certain patent rights covering the use of the *Listeria monocytogenes* phase integration vector which accelerates the genetic engineering of *Listeria* to express more than one antigen to make, use, import, and commercialize products and to provide services for all fields of use.

Under the UCB *Listeria* Agreement, the Company is required to make future milestone payments totaling up to \$350,000 upon achievement of certain development and regulatory milestones. The Company is required to pay an annual license maintenance fee until its first sale of a product covered by the licensed patent rights. Under the UCB *Listeria* Agreement, the Company is obligated to pay UCB royalties based on net sales of licensed products and services sold by the Company and its sublicensees at a rate in the low single digits, subject to minimum annual royalties and customary reductions, and a percentage of certain of the Company's sublicensing revenues in the low-single digits to low thirties depending on how the product covered by the licensed patent rights is used.

The UCB *Listeria* Agreement will last until the expiration of the last patent within the licensed patent rights. UCB may terminate the agreement for the Company's uncured material breach upon 90 days' prior written notice and the Company may terminate the agreement at will upon 90 days' prior written notice to UCB.

#### ***Cerus Corporation Agreement***

On November 3, 2009, the Company entered into a license agreement with Cerus Corporation, or Cerus. Under the terms of this license agreement, Cerus granted the Company a worldwide exclusive license under certain of Cerus' patents and technology to make,