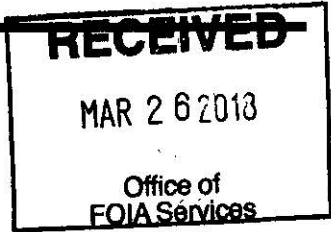


18-03492-E

foiapa

From: Mark Edwards <medwards@biosciadvisors.com>
Sent: Friday, March 23, 2018 8:06 PM
To: foiapa
Subject: FOIA Request



I would like to request access to Exhibit 10.18 to the 12/31/07 10-K, filed by Autolimmune, Inc. on 3/21/2008. Confidential treatment was sought as to certain portions when initially filed with the Commission.

In the event that confidential treatment has not expired or has been extended, I further request that you send me the expiration date(s) from the relevant CT order(s) so I will know when I should resubmit my request.

I authorize up to \$61 in search and retrieval fees. Please send the exhibit(s) by PDF if possible.

Sincerely,

Mark

Mark G Edwards
Managing Director
Bioscience Advisors
2855 Mitchell Dr., Suite 103
Walnut Creek, CA 94598
medwards@biosciadvisors.com
925 954-1397



UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
STATION PLACE
100 F STREET, NE
WASHINGTON, DC 20549-2465

Office of FOIA Services

April 26, 2018

Mr. Mark G. Edwards
Bioscience Advisors
2855 Mitchell Dr., Suite 103
Walnut Creek, CA 94598

RE: Freedom of Information Act (FOIA), 5 U.S.C. § 552
Request No. 18-03492-E

Dear Mr. Edwards:

This letter is in response to your request, dated March 23, 2018 and received in this office on March 26, 2018, for access to Exhibit 10.18 to the December 31, 2007 Form 10-K, filed by AutoImmune, Inc. on March 21, 2008.

The search for responsive records has resulted in the retrieval of six pages of records that may be responsive to your request. They are being provided to you with this letter.

As shown on the enclosed invoice, the processing fee is \$30.50 in accordance with our fee schedule. You may use our new [Online Payment](#) option to pay by debit or credit card. If paying by mail, checks or money orders should be made payable to the SEC and a copy of the invoice should be mailed to our payment address: Enterprise Services Center, HQ Bldg, Room 181, AMZ-341, 6500 South MacArthur Boulevard, Oklahoma City, OK 73169. Please refer to the following link for detailed instructions on how to remit payments. <http://www.sec.gov/about/offices/ofm.htm>

If you have any questions, please contact me at morrowa@sec.gov or (202) 551-8376. You may also contact me at foiapa@sec.gov or (202) 551-7900. You also have the right to seek assistance from Jeffery Oval as a FOIA Public Liaison or contact the Office of Government Information Services (OGIS) for dispute resolution services. OGIS can be reached at 1-877-684-6448 or Archives.gov or via e-mail at ogis@nara.gov.

Sincerely,

A handwritten signature in black ink that reads "Alysia Morrow".

Alysia Morrow
FOIA Research Specialist

Enclosures

**CLARIFICATION AND AMENDMENT OF
BIOMS LICENSE AGREEMENT**

This agreement made the 13th day of December 2007

Between

AUTOIMMUNE INC.

A Delaware corporation doing business at 1199 Madia Street, Pasadena, CA 91103

("AutoImmune")

And

BIOMS TECHNOLOGY CORP.

Previously named Rycor Technology Investments Corp., a corporation under the laws of Alberta, doing
business at 6030 – 88 Street, Edmonton, Alberta, Canada T6E 6G4
("BioMS")

WHEREAS AutoImmune and BioMS entered into a Development and License Agreement dated August 1, 2000 (the "**BioMS License**") addressing the grant of license to certain Patent Rights in the Field, specifically the administration of native myelin basic protein (MBP) peptides by injection to non-mucosal sites for the treatment of Multiple Sclerosis;

WHEREAS AutoImmune has also entered into a Development and License Agreement with TEVA Pharmaceutical Industries Ltd. Dated December 4, 1998 (the "**TEVA License**");

WHEREAS due to the grant of certain rights by AutoImmune in the TEVA License and the BioMS License there is the potential for a conflict in rights between the relevant parties;

NOW THEREFORE for the purposes of clarification of the rights and position of BioMS, and in appreciation of the importance of the Patent Rights and continued existence of the AutoImmune patents, AutoImmune and BioMS hereby Agree.

Superiority of Terms

1. This Agreement serves to amend the BioMS License. Except as expressly amended hereby, the BioMS License remains in full force and effect. Where a conflict exists between the terms of this Agreement and the BioMS License, the terms of this Agreement shall prevail.

Definitions

2. Unless otherwise defined within this Agreement, reference shall be made to the definitions and meanings established in the BioMS License.

Right to Participate

3. AutoImmune shall have the obligation, if BioMS so directs, to bring and control any suit or action to compel termination of any alleged, actual or threatened infringement of patents or patent applications included in the Patent Rights licensed to BioMS with respect to any alleged, actual or threatened infringement activities that are outside of the scope of the license granted to BioMS under Section 2.1 of the Agreement. Notwithstanding the foregoing, AutoImmune shall not be required to initiate or prosecute any suit or action relating to any such alleged, actual or threatened infringement if AutoImmune, in its reasonable judgment, determines at any time that the proceeding cannot be initiated or continue to be prosecuted in good faith.

BioMS shall pay the reasonable fees and expenses incurred, on an as incurred basis, by AutoImmune in connection with any suit or action that BioMS has directed AutoImmune to bring or control as contemplated by the preceding paragraph, including without limitation, fees and expenses incurred in connection with any counterclaims or other proceedings that arise as a result of such suits or actions. AutoImmune shall use legal counsel that is mutually acceptable to BioMS and AutoImmune. Any proceeds from suits or actions taken under this Section will first be applied toward reimbursing the respective parties for legal costs paid by them. The balance of the proceeds shall be shared as contemplated by section 5.2.1 of the BioMS License .

Notwithstanding the foregoing, should AutoImmune enter into an agreement with a licensee or sublicensee under which it is entitled to reimbursement of fees and expenses incurred in connection with any suit or action to compel termination of any alleged, actual or threatened infringement of patents or patent applications included in the Patent Rights licensed to BioMS, BioMS' obligation to reimburse legal expenses incurred by AutoImmune shall be reduced in proportion to the total number of licensees under such obligation to reimburse.

4. If BioMS or a sublicensee is reimbursing AutoImmune for its fees and expenses incurred in a suit or action in accordance with Section 3 above, BioMS or its sublicensee, as applicable, shall be entitled to (a) participate in all significant decisions relating to the suit or action and (b) to review and comment on any significant filings in advance. BioMS and its sublicensees shall also have the right to join such suit or action at their own expense.

Right to Assume Control

5. BioMS and its sublicensee shall have the right, but not the obligation, to take action or bring and control any suit or action to compel termination of any alleged, actual or threatened infringement of patents or patent applications included in the Patent Rights licensed to BioMS with respect to any alleged, actual or threatened infringement activities that are within the scope of the license granted to BioMS under Section 2.1 of the Agreement at its own expense.

In such event, BioMS and its sublicensee shall have the right, if AutoImmune is a legally indispensable party, to bring such suit or action in the name of AutoImmune. AutoImmune shall have the right to (a) participate in all significant decisions relating to such suit or action (b) review and comment on any significant filings in advance and (c) join such action at its expense. If BioMS and its sublicensee are unable to exercise their rights under this paragraph due to a conflict with rights granted by AutoImmune to any third party, AutoImmune shall have the obligation, to bring and control such suit or action on the terms and conditions set forth in Section 3 above and BioMS and its sublicensee shall have the right to

join such suit or action at their expense and shall have the right to (x) participate in all significant decisions relating to such suit or action and (y) review and comment on any significant filings in advance.

Any proceeds from actions taken under this Section will first be applied toward reimbursing the respective parties for fees and expenses incurred by them. The balance of the proceeds shall be shared as contemplated by section 5.4 of the BioMS License.

In the event that a declaratory judgment action alleging invalidity or non-infringement of any of the Patent Rights shall be brought against AutoImmune, AutoImmune shall notify BioMS, and the parties shall consult concerning the action to be taken. AutoImmune, at its sole option, shall have the right to defend the action at its own expense, but shall have no obligation to defend any such action. BioMS and its sublicensee shall have the right, at their own expense, to join in the defense of any such suit or action or if AutoImmune elects not to defend the action, to intervene, take over and duly prosecute the sole defense of the action at its own expense. Should AutoImmune defend such action, BioMS or its sublicensee, as applicable, shall be entitled to (a) participate in all significant decisions relating to the suit or action and (b) to review and comment on any significant filings in advance.

Best Efforts

6. Each party and BioMS' sublicensee shall use good faith, commercially reasonable efforts in any suit or action contemplated in sections 3, 4 and 5 above to take actions that will protect the Patent Rights and the parties' rights thereto, to the fullest extent practicable. If any party is instructed or requested by a third party to take any actions in contradiction of the preceding sentence, such party shall promptly inform the other party of such instructions or request.

Settlement of Actions

7. Neither party nor BioMS' sublicensee shall settle any claim, suit, action or legal proceeding regarding the defense or enforcement of patent applications or patents included in the Patent Rights licensed to BioMS without the written authorization of BioMS and AutoImmune, which authorization shall not to be unreasonably withheld.

Prosecution of Patents

8. AutoImmune shall keep BioMS apprised of all activities of AutoImmune with respect to the filing, prosecution and maintenance of the Patent Rights and shall use its best efforts to provide BioMS with copies of all filings and responses proposed to be made by AutoImmune in appropriate jurisdictions in sufficient time to reasonably permit BioMS to comment thereon. AutoImmune shall consider in good faith
 - i. all suggested comments timely received from BioMS; and
 - ii. all suggestions made by BioMS as to the jurisdictions in which filings should be made.

If BioMS is unable to exercise its rights under Section 5.1.2 of the Agreement in the event AutoImmune elects not to continue to seek or maintain patent protection on any patent or patent application within the Patent Rights, due to a conflict with rights granted by AutoImmune to any third party, AutoImmune

agrees that it will continue to seek or maintain patent protection on any such patent or patent application included in the Patent Rights.

Patent Term Extension

9. The parties shall cooperate in gaining patent term extensions and supplemental protection certificates (SPC) for the patents included in the Patent Rights, provided however that BioMS will make the final decision as to which patent to extend and which SPC to obtain. Any such patent term extension or SPC shall be sought at BioMS' expense.

Amendment of Terms

10. Solely for the purposes of Section 5.6 of the Agreement, the term of the Agreement shall be deemed to extend, on a country-by-country basis, until the later of
- i. the expiration of the last to expire Patent Right in such country and
 - ii. any regulatory exclusivity period for a Licensed Product, including exclusivity provided by patent term extension, SPC, pediatric extension, orphan drug exclusivity, data package exclusivity, and the like.
11. BioMS and AutoImmune hereby agree to amend section 2.4 of the BioMS License to read:
Marketing and Distribution Rights and Obligations. Rycor shall have the exclusive worldwide right under the Patent Rights to market and distribute the Licensed Products. Rycor agrees, at its own expense, to use commercially reasonable efforts to market, commercialize and sell the Licensed Products.
12. BioMS and AutoImmune hereby agree to amend section 3.1 of the BioMS License to read:
Diligent efforts of Rycor. During the Development Phase and thereafter, Rycor agrees, at its own expense, to use diligent efforts to perform research, preclinical development and clinical development with respect to Licensed Products and to seek, and use its best efforts to obtain, Final Market Approvals for Licensed Products at the earliest practicable date. Rycor and its sublicensee's shall have sole responsibility for filing and obtaining health registrations for all Licensed Products and shall have sole ownership of any such health registrations which it obtains. For the purposes of this section 3.1, best efforts shall mean commercially reasonable efforts to obtain Final Market Approvals for Licensed Products in the United States and Europe and in other countries where commercially reasonable to do so, on a time schedule that is commercially reasonable and consistent with BioMS' or its sublicensee's regulatory strategy.
13. BioMS and AutoImmune hereby agree to amend section 9.1 of the BioMS License to read:
Expiration. Unless this Agreement is sooner terminated in accordance with the provisions of this Article 9, the term of Rycor's obligation of royalty payments pursuant to Section 4.2 hereof shall cease on a country-by-country and Licensed Product-by-Licensed Product basis when there is both (i) no longer a Valid Claim with respect to the Licensed Product in the country in which the sales occur and (ii) no longer any regulatory exclusivity period for a Licensed Product, including exclusivity provided by patent term extension, SPC, pediatric extension, orphan drug exclusivity, data package exclusivity, and the like. After such expiration Rycor shall have an irrevocable paid-

up license thereafter for such country as to such Licensed Product. For purposes of Rycor's obligation of royalty payments pursuant to Section 4.2, a product that was at any time a Licensed Product shall remain a Licensed Product for so long as there is a regulatory exclusivity period for the product, including exclusivity provided by patent term extension, SPC, pediatric extension, orphan drug exclusivity, data package exclusivity, and the like.

14. BioMS and AutoImmune hereby agree to amend section 1.8 of the BioMS License to read:
“Net Sales” shall mean the gross invoice sales price for the Licensed Products sold by Rycor its Affiliates and its sublicensees less sales, tariff duties and/or use taxes directly imposed with reference to particular sales and separately invoiced, except that if a sublicense between Rycor and a sublicensee provides that the sublicensee shall pay Rycor royalties based on “net sales,” “Net Sales” for purposes of calculating royalties based on the sublicensee’s sales shall mean the “net sales” reported to Rycor or its Affiliates by the sublicensee as adjusted under the sublicense agreement based on market penetration of oral or generic competitors of the Licensed Products. The transfer of the Licensed Products by Rycor to (i) an Affiliate of Rycor or (ii) another sublicensee of Rycor shall not be considered a sale; in such cases Net Sales shall be determined based on the Affiliate’s or sublicensee’s sales to customers in the manner contemplated above. Any commercial use or disposition of Licensed Products by Rycor, its Affiliates and its sublicensees, other than (i) the transfers between Rycor, Affiliates and sublicensees expressly contemplated above, (ii) distribution of reasonable quantities of promotional samples and (iii) bona fide sales to a bona fide customers shall be considered a sale of the Licensed Products at the weighted average Net Sales price being invoiced by the seller in arms length transactions.
15. Notwithstanding anything to the contrary contained in the provisions of Section 4.2.2 of the BioMS License, the parties agree that if BioMS has sublicensed its rights under the BioMS License, then BioMS shall furnish to AutoImmune in place of the reports contemplated by Section 4.2.2 of the BioMS License with respect to sales resulting from such sublicense, the written quarterly reports of sales resulting from such sublicense within 10 days of BioMS’s receipt thereof
16. Notwithstanding anything to the contrary contained in the provisions of Section 4.2.2 of the BioMS License, the parties agree that if BioMS has sublicensed its rights under the BioMS License, then all sales resulting from such sublicense in currencies other than United States dollars shall be converted into United States dollars as calculated in accordance with the methodologies employed by BioMS’s sublicensee.
17. Notwithstanding anything to the contrary contained in the provisions of Section 4.2.3 of the BioMS License, to the extent a sublicensee of BioMS does not grant AutoImmune’s representatives access to the sublicensee’s books and records, BioMS shall promptly make available to AutoImmune the results of any audits conducted for the benefit of BioMS with respect to the books and records of such sublicensee within 10 days of BioMS’s receipt thereof. If, as a result of such audit, additional royalties are owed to AutoImmune, then BioMS shall pay such additional royalties within 30 days after delivery of such results to AutoImmune. AutoImmune agrees to keep, and cause its representatives to keep, all such results confidential.

General Provisions

18.

This Agreement may be executed in any number of counterparts with the same effect as if all parties had signed a single document. All counterparts shall be construed together and shall constitute one agreement. Each party shall be entitled to rely on the delivery of executed facsimile copies of counterpart execution pages of this Agreement and such facsimile copies shall be legally effective to create a valid and binding agreement among the parties.

The provisions of this Agreement are hereby accepted by the duly authorized representatives, executed on behalf of the parties in the space provided below.

Accepted and Agreed:

AUTOIMMUNE INC.

BIOMS TECHNOLOGY CORP.
