

SAMPLE

# RNA VACCINE

## Patent Landscape Analysis

2021

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# THE AUTHORS



## **Dr. Matthieu Besse**

Matthieu works for Knowmade as a Patent Attorney and Patent Analyst in the field of Biotechnology and Life Sciences. He holds a PhD in molecular and cellular biology from UCD (University College of Dublin, Ireland). He also holds a diploma in intellectual property in "Patents" from the CEIPI ("Centre d'Etudes Internationales de la Propriété Intellectuelle", Strasbourg, France) and he previously worked in private practice (Régimbeau, Paris, France) and in pharmaceutical industry (Novo Nordisk, Copenhagen, Denmark) as a Patent Attorney/Project Manager.

Contact: [matthieu.besse@knowmade.fr](mailto:matthieu.besse@knowmade.fr)



## **Dr. Brice Sagot**

CTO and co-founder of Knowmade. He leads the Biotechnology and Life Sciences department. He holds a PhD in Molecular Biology from the University of Nice Sophia-Antipolis (France).

Contact: [brice.sagot@knowmade.fr](mailto:brice.sagot@knowmade.fr)

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*We Know Technology, We Know Patents*

# INTRODUCTION

## Scope of the report

- This report provides a detailed picture of the patent landscape for RNA Vaccine.
- This report covers **patents published worldwide up to November 2020**.
- About **489 relevant patent families** have been selected and analyzed in this report.

### Included in the report

- ✓ Single strand RNA Vaccine
- ✓ mRNA Vaccine
- ✓ Modified RNA vaccine
- ✓ RNA vaccine delivery system

### Not included in the report

- X DNA vaccine
- X Replicon RNA
- X Adenoviral vector
- X siRNA, dsRNA, iRNA, shRNA, tRNA, rRNA, cDNA, miRNA
- X Dendritic cell vaccine
- X Attenuated virus

# INTRODUCTION

## Key features of the report

- **Essential patent data for RNA Vaccine.**
- **In-depth patent analyses of key technologies and key players** including:
  - Time evolution of patent publications and countries of patent filings;
  - Current legal status of patents;
  - Ranking of main patent applicants;
  - Joint developments and IP collaboration network of main patent applicants;
  - Key patents;
  - Relative strength of main companies IP portfolio; and
  - Matrix patent applicants/technology issues for main IP players.
- **IP profiles presentation of key players**, including key patents, technological issues, partnerships, IP strength: MODERNA, CUREVAC, BIONTECH, GLAXOSMITHKLINE, TRON, TRANSLATE BIO, ARCTURUS THERAPEUTICS, ACUITAS THERAPEUTICS, ARBUTUS BIOPHARMA, ETHERNA, ALNYLAM PHARMACEUTICALS, ASTELLAS, MORPHOGENESIS, VACCIBODY, PCI BIOTECH, etc.





# INTRODUCTION

## Key features of the report

- **Excel database** comprising all analyzed patents of the report is provided.
- This **patent database** allows multi-criteria searches, including:
  - Patent publication number
  - Hyperlinks to the original documents (PDF)
  - Priority date
  - Title
  - Abstract
  - Patent assignees
  - Technical segmentation
  - Hyperlinks to an updated online database (legal status, documents etc.) for each selected patent family.
- The findings, interpretations and conclusions expressed in this report are entirely those of Knowmade and may not constitute or imply endorsement by a decision-making body such as a court of law or a patent office. Any assessment of the effect or scope of pending applications or granted patents reflects our own views and these are not necessarily those of a Patent Attorney. Should confirmation of our assessment in this respect be required, we recommend you seek the advice of a national Patent Attorney.



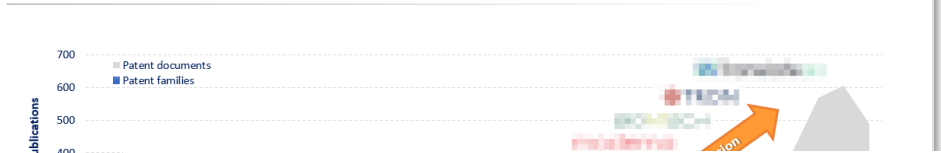
# Patent Landscape Overview

Patent assignees, IP dynamics, patent legal status, patent geographical coverage

SAMPLE

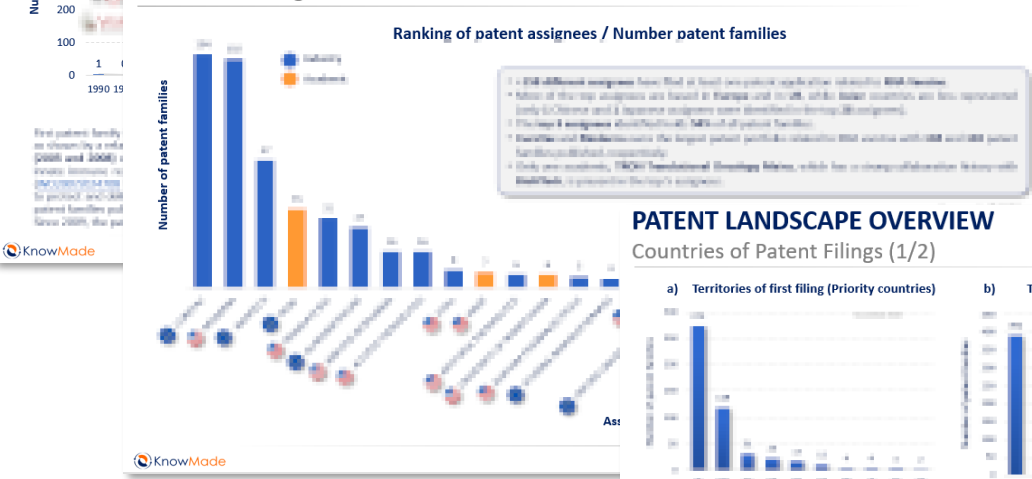
## PATENT LANDSCAPE OVERVIEW

Time Evolution of Patent Publications



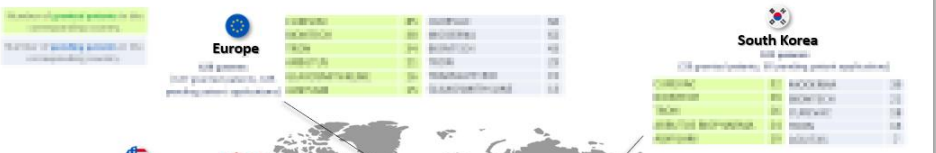
## PATENT LANDSCAPE OVERVIEW

Main Patent Assignees



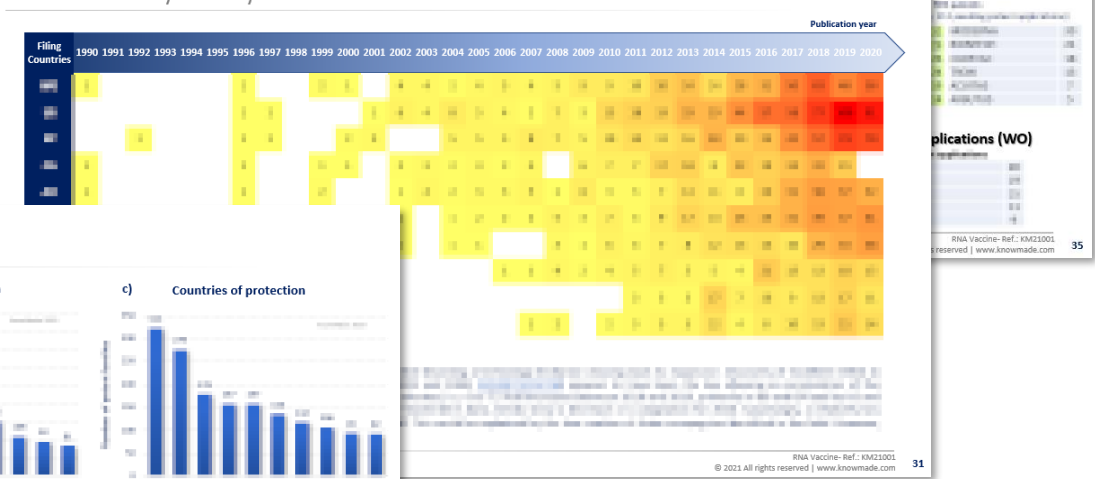
## PATENT LANDSCAPE OVERVIEW

Mapping of Main Current Patent Holders



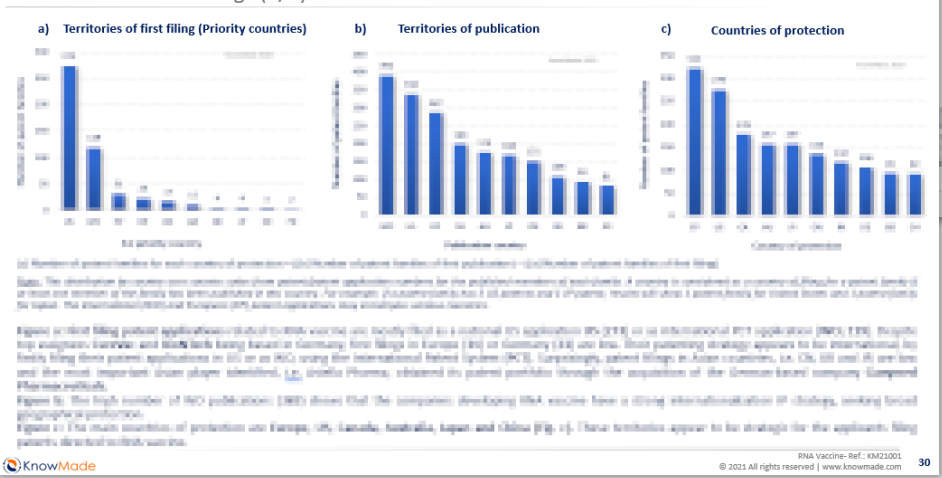
## PATENT LANDSCAPE OVERVIEW

Time Evolution by Country



## PATENT LANDSCAPE OVERVIEW

Countries of Patent Filings (1/2)



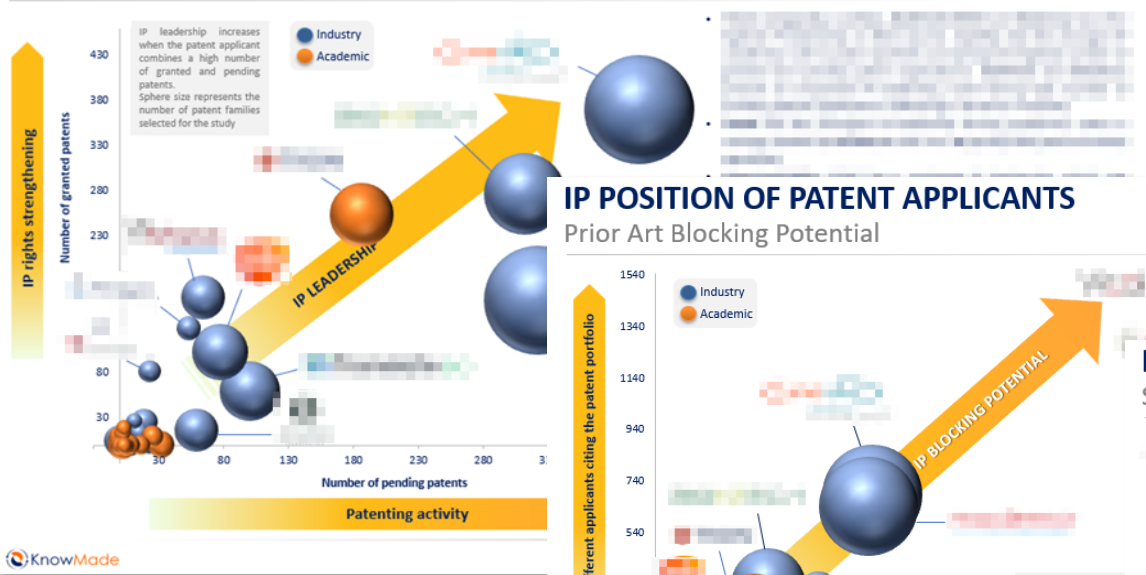
# Patent Portfolios Benchmarking: Beyond the Quantity

Who has the best patent portfolio?

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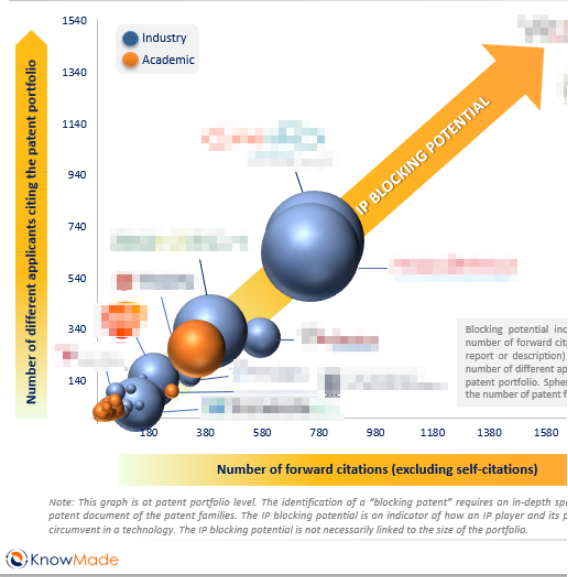
## IP POSITION OF PATENT APPLICANTS

IP Leadership of Patent Assignees



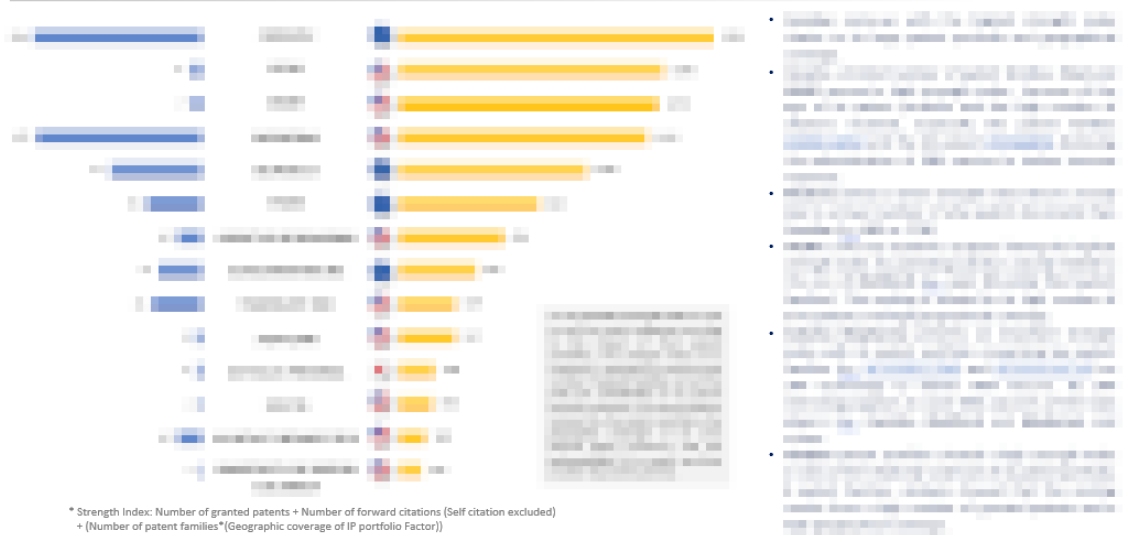
## IP POSITION OF PATENT APPLICANTS

Prior Art Blocking Potential



## IP POSITION OF PATENT APPLICANTS

Strength Index (2/2)



KnowMade

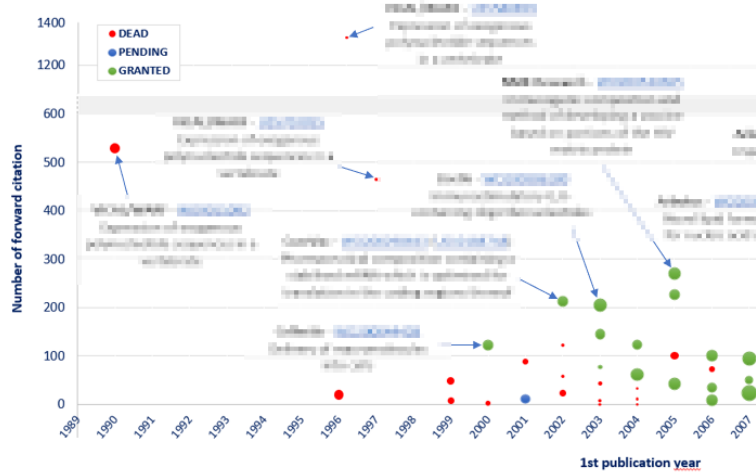


# Key patent families

Identification of the patent families with the higher impact

SAMPLE

## KEY PATENTS Patent Forward Citation Analysis (1/2)



This graph shows the main cited patent families according to their year of publication. Each sphere represents where patent family members were published.

**Granted:** At least one family member is a **granted patent** (in the foreground of the graph)

**Pending:** At least one family member is a **pending patent application** (still under examination), and no family member is lapsed/revoked/expired patents

**Dead:** All family members are lapsed/revoked/expired patents



## KEY PATENT FAMILIES

Title	Expression of exogenous polynucleotide sequences in a cell		
Assignee(s)	Genentech, Inc.		
1 <sup>st</sup> priority date:	1989-01-01	Publication number of a representative member of the family:	US 5,122,000 A
1 <sup>st</sup> publication date:	1990-01-01		

**Abstract:**

Methods for expressing a heterologous polynucleotide in a cell, and for delivering a heterologous polynucleotide to a cell, are provided. The methods involve the use of a vector, which may be a plasmid, to express the polynucleotide in a cell. The methods also involve the use of a delivery system, which may be a virus, to deliver the polynucleotide to a cell.

### Key figure:



Legal status	Granted	-
	Pending	-
	Received citation count	1000

**Claims**

1. A method for expressing a heterologous polynucleotide in a cell, comprising: (a) providing a vector, which may be a plasmid, to express the polynucleotide in a cell; and (b) delivering the polynucleotide to a cell, using a delivery system, which may be a virus.

**Abstract**

Methods for expressing a heterologous polynucleotide in a cell, and for delivering a heterologous polynucleotide to a cell, are provided. The methods involve the use of a vector, which may be a plasmid, to express the polynucleotide in a cell. The methods also involve the use of a delivery system, which may be a virus, to deliver the polynucleotide to a cell.

## What are the key IP players for each segment?

**SAMPLE**

## Main Assignees by Technology

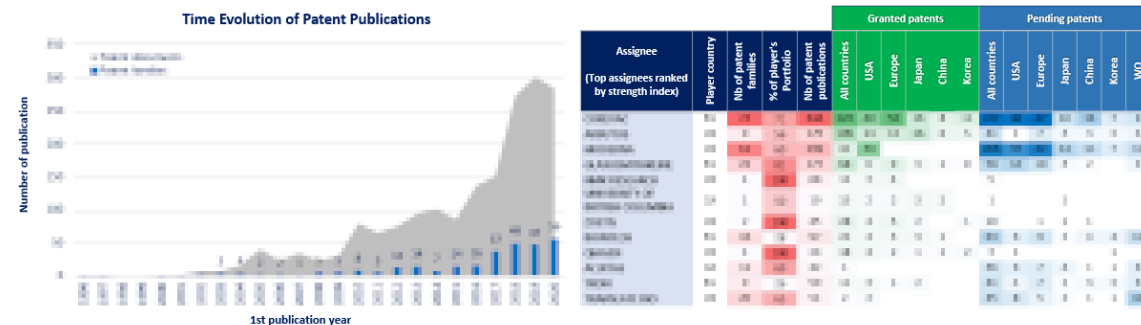
Assignee	Nb of patent families	Infectious Diseases	Cancer	RNA Delivery	RNA modifications
DUKE UNIV	10	10	11	11	10
WATSON S&P	10	10	11	10	10
SAATCHI S&P	10	10	10	10	11
WELLS	10	9	10	9	9
TRANSLATE BIO	10	10	1	10	
GLAXOSMITHKLINE	10	10	10	10	1
AMGEN THERAPEUTICS	10	10	9	10	1
ABBVIE BIOPHARMA	10	9	7	10	
VERA	9	9	9	9	
WILL	9	9	9	9	
ACTELIS THERAPEUTICS	9	9	9	9	9
UNIVERSITY OF MICHIGAN	9	9	9	9	9
AMGEN BIOPHARMACEUTICALS	9	9	9	9	
ALTELL PHARMA	9		9		
TRONNA IMMUNOTHERAPEUTICS	9	9	9	9	1
MIT	9	9	9	9	

### Main players by Technology

For each segment (mRNA vaccine technologies), the main players are reported in this table. Their involvement in the area is also described and divided in various classes: Players with high number of patent families, players with high strength score and Pure IP player.

Main players	Segments			
	Infectious Diseases	Cancer	Delivery	RNA modifications
Players with high number of patent family				
Players with high strength score				
Pure IP player focused on the technology				
Newcomers				

## Infectious diseases



For example, for infectious diseases, a large number of papers, comprising 1000 patient families, devoted to the use of vaccines for preventing infectious diseases, i.e. influenza, diphtheria, tetanus, etc., were published in 2010. However, neither of these publications significantly increased in 2010 and 2011, with a peak of patient publications reached in 2013. The segment is dominated by *Journal of Clinical Microbiology* and *Medicine* (2006 publications), both accounting for more than half of all published patient documents. Meanwhile, patient families are primarily granted 10-15 citations, but patient-family clinical practice is epidemiologically disseminated. Further, numerous ICI applications are being used, and their broader effectiveness of interest (Garcia [2006], A. Kishore [2006] with 10 and 15 citations [16]). As shown by the numerous preceding applications in all branches of interest: Garcia [2006] and Medina [2006] are the most active players in this segment. Despite not being in the top segment for the segment, *Medicine*, in collaboration with *Journal of Clinical Microbiology* [16] is actively in contact with other top segment journals for an additional reason [16] and COVID-19. However, only 20% of all published patient papers is dedicated to infectious diseases, where 60% is devoted to cancer. *Medicine* closely followed and got approved for its COVID-19 candidate within 100 days. To date, only two patients related to COVID-19 have been published (doi: 10.1001/jama.2020.04888, doi:10.1001/jama.2020.04888), since patients are published 10 months after filing for priority filing date. Thus, patient families situated in similar branches should start to be published during the last quarter of 2020. Meanwhile, specific companies like following vaccine candidates related to COVID-19 (patent numbers: WO/2019/020008, WO/2019/020009, WO/2019/020010, WO/2019/020011, WO/2019/020012, WO/2019/020013, WO/2019/020014, WO/2019/020015, WO/2019/020016, WO/2019/020017, WO/2019/020018, WO/2019/020019, WO/2019/020020, WO/2019/020021, WO/2019/020022, WO/2019/020023, WO/2019/020024, WO/2019/020025, WO/2019/020026, WO/2019/020027, WO/2019/020028, WO/2019/020029, WO/2019/020030, WO/2019/020031, WO/2019/020032, WO/2019/020033, WO/2019/020034, WO/2019/020035, WO/2019/020036, WO/2019/020037, WO/2019/020038, WO/2019/020039, WO/2019/020040, WO/2019/020041, WO/2019/020042, WO/2019/020043, WO/2019/020044, WO/2019/020045, WO/2019/020046, WO/2019/020047, WO/2019/020048, WO/2019/020049, WO/2019/020050, WO/2019/020051, WO/2019/020052, WO/2019/020053, WO/2019/020054, WO/2019/020055, WO/2019/020056, WO/2019/020057, WO/2019/020058, WO/2019/020059, WO/2019/020060, WO/2019/020061, WO/2019/020062, WO/2019/020063, WO/2019/020064, WO/2019/020065, WO/2019/020066, WO/2019/020067, WO/2019/020068, WO/2019/020069, WO/2019/020070, WO/2019/020071, WO/2019/020072, WO/2019/020073, WO/2019/020074, WO/2019/020075, WO/2019/020076, WO/2019/020077, WO/2019/020078, WO/2019/020079, WO/2019/020080, WO/2019/020081, WO/2019/020082, WO/2019/020083, WO/2019/020084, WO/2019/020085, WO/2019/020086, WO/2019/020087, WO/2019/020088, WO/2019/020089, WO/2019/020090, WO/2019/020091, WO/2019/020092, WO/2019/020093, WO/2019/020094, WO/2019/020095, WO/2019/020096, WO/2019/020097, WO/2019/020098, WO/2019/020099, WO/2019/020100, WO/2019/020101, WO/2019/020102, WO/2019/020103, WO/2019/020104, WO/2019/020105, WO/2019/020106, WO/2019/020107, WO/2019/020108, WO/2019/020109, WO/2019/020110, WO/2019/020111, WO/2019/020112, WO/2019/020113, WO/2019/020114, WO/2019/020115, WO/2019/020116, WO/2019/020117, WO/2019/020118, WO/2019/020119, WO/2019/020120, WO/2019/020121, WO/2019/020122, WO/2019/020123, WO/2019/020124, WO/2019/020125, WO/2019/020126, WO/2019/020127, WO/2019/020128, WO/2019/020129, WO/2019/020130, WO/2019/020131, WO/2019/020132, WO/2019/020133, WO/2019/020134, WO/2019/020135, WO/2019/020136, WO/2019/020137, WO/2019/020138, WO/2019/020139, WO/2019/020140, WO/2019/020141, WO/2019/020142, WO/2019/020143, WO/2019/020144, WO/2019/020145, WO/2019/020146, WO/2019/020147, WO/2019/020148, WO/2019/020149, WO/2019/020150, WO/2019/020151, WO/2019/020152, WO/2019/020153, WO/2019/020154, WO/2019/020155, WO/2019/020156, WO/2019/020157, WO/2019/020158, WO/2019/020159, WO/2019/020160, WO/2019/020161, WO/2019/020162, WO/2019/020163, WO/2019/020164, WO/2019/020165, WO/2019/020166, WO/2019/020167, WO/2019/020168, WO/2019/020169, WO/2019/020170, WO/2019/020171, WO/2019/020172, WO/2019/020173, WO/2019/020174, WO/2019/020175, WO/2019/020176, WO/2019/020177, WO/2019/020178, WO/2019/020179, WO/2019/020180, WO/2019/020181, WO/2019/020182, WO/2019/020183, WO/2019/020184, WO/2019/020185, WO/2019/020186, WO/2019/020187, WO/2019/020188, WO/2019/020189, WO/2019/020190, WO/2019/020191, WO/2019/020192, WO/2019/020193, WO/2019/020194, WO/2019/020195, WO/2019/020196, WO/2019/020197, WO/2019/020198, WO/2019/020199, WO/2019/020200, WO/2019/020201, WO/2019/020202, WO/2019/020203, WO/2019/020204, WO/2019/020205, WO/2019/020206, WO/2019/020207, WO/2019/020208, WO/2019/020209, WO/2019/020210, WO/2019/020211, WO/2019/020212, WO/2019/020213, WO/2019/020214, WO/2019/020215, WO/2019/020216, WO/2019/020217, WO/2019/020218, WO/2019/020219, WO/2019/020220, WO/2019/020221, WO/2019/020222, WO/2019/020223, WO/2019/020224, WO/2019/020225, WO/2019/020226, WO/2019/020227, WO/2019/020228, WO/2019/020229, WO/2019/020230, WO/2019/020231, WO/2019/020232, WO/2019/020233, WO/2019/020234, WO/2019/020235, WO/2019/020236, WO/2019/020237, WO/2019/020238, WO/2019/020239, WO/2019/020240, WO/2019/020241, WO/2019/020242, WO/2019/020243, WO/2019/020244, WO/2019/020245, WO/2019/020246, WO/2019/020247, WO/2019/020248, WO/2019/020249, WO/2019/020250, WO/2019/020251, WO/2019/020252, WO/2019/020253, WO/2019/020254, WO/2019/020255, WO/2019/020256, WO/2019/020257, WO/2019/020258, WO/2019/020259, WO/2019/020260, WO/2019/020261, WO/2019/020262, WO/2019/020263, WO/2019/020264, WO/2019/0202

# Excel file with all patents analyzed in the report

Useful patent database allows multi-criteria searches

SAMPLE

FamPat Number	Earliest priority date	Earliest publication date	Publication numbers	Current assignees	Title	Abstract	Claims	Original PDF	Biblio summary	Infectious diseases	Cancer	Delivery Systems	RNA Stability
500350	1989-03-21	1990-09-22	DE69034168	MERCK SHARP & DOHME	(EP-465529)	(EP0465529)	(EP0465529)	<a href="#">Open</a>	<a href="#">Open</a>		X	X	
43230555	1993-09-21	1996-06-20	US8536145	UNIVERSITY OF PENNSYLVANIA	(EP-796104)	(EP0796104)	(EP0796104)	<a href="#">Open</a>	<a href="#">Open</a>			X	
42921111	1989-03-21	1996-12-03	US20040132683	VICAL	(US20040132683)	(US20040132683)	(US20040132683)	<a href="#">Open</a>	<a href="#">Open</a>	X			
42977177	1989-03-21	1997-12-30	US20070218077	VICAL	(US20040023911)	(US20040023911)	(US20040023911)	<a href="#">Open</a>	<a href="#">Open</a>	X	X		
1250850	1997-10-07	1999-04-15	AU750106	UNIVERSITY OF MARYLAND	(EP1021548)	(EP1021548)	(WO99/18221)	<a href="#">Open</a>	<a href="#">Open</a>			X	
662151	1998-04-16	1999-10-21	DE69925618	JOHN WAYNE CANCER INSTITUTE	(EP1119346)	(EP1119346)	(EP1119346)	<a href="#">Open</a>	<a href="#">Open</a>		X		
1510052	2000-07-03	2000-07-03	WO02/02142	SCHWARTZ STEFAN	(WO200202142)	(WO02/02142)	(WO02/02142)	<a href="#">Open</a>	<a href="#">Open</a>	X			
641134	1999-01-28	2000-08-03	JP4499295	CELLECTIS	(EP1419244)	(EP1419244)	(EP1163024)	<a href="#">Open</a>	<a href="#">Open</a>			X	
1002706	1999-09-09	2001-03-14	DE69943068	CUREVAC	(EP1541690)	(EP1541690)	(EP1541690)	<a href="#">Open</a>	<a href="#">Open</a>	X	X	X	
4072375	2001-05-04	2001-06-27	US20040235175	GEMVAX	(EP1390512)	(EP1390512)	(WO02/90555)	<a href="#">Open</a>	<a href="#">Open</a>		X	X	
43342574	1989-03-21	2002-07-02	US6673776	VICAL	(US6413942)	(US6413942)	(US6413942)	<a href="#">Open</a>	<a href="#">Open</a>	X	X		
862526	2001-04-21	2002-10-31	ES2295351	CUREVAC	(EP1383556)	(EP1383556)	(EP1383556)	<a href="#">Open</a>	<a href="#">Open</a>			X	
703617	2001-06-05	2002-12-12	US10568972	CUREVAC	(EP1903054)	(EP1903054)	(EP1903054)	<a href="#">Open</a>	<a href="#">Open</a>	X	X		X
75643244	1997-10-07	2002-12-31	US6500419	UNIVERSITY OF MARYLAND	(US6500419)	(US6500419)	(US6500419)	<a href="#">Open</a>	<a href="#">Open</a>			X	
43407499	1989-03-21	2003-06-26	EP2769733	CUREVAC	(US7250404)	(US20030032615)	(US20030032615)	<a href="#">Open</a>	<a href="#">Open</a>				
834766	2001-12-19	2003-07-24	WO03/059381	CUREVAC	(DE10201732)	(DE10201732)	(DE10201732)	<a href="#">Open</a>	<a href="#">Open</a>	X			X
1700742	2002-01-18	2003-07-31	DE10201732	CUREVAC	(US20030186913)	(US20030186913)	(US20030186913)	<a href="#">Open</a>	<a href="#">Open</a>	X			
13537612	2002-01-18	2003-10-02	US20030186913	VICAL	(EP2368431)	(EP2368431)	(EP2368431)	<a href="#">Open</a>	<a href="#">Open</a>			X	
68304159	1990-03-21	2003-10-23	ES2734652	COLEY PHARMACEUTICAL	(EP1806139)	(EP1806139)	(EP1806139)	<a href="#">Open</a>	<a href="#">Open</a>	X	X		X
65271136	2002-04-04	2004-01-15	EP1797886	CUREVAC	(US6706694)	(US6706694)	(US6706694)	<a href="#">Open</a>	<a href="#">Open</a>	X	X		X
828743	2002-07-03	2004-03-16	US6706694	VICAL	(FR2845918)	(FR2845918)	(FR2845918)	<a href="#">Open</a>	<a href="#">Open</a>			X	
43354747	1990-03-21	2004-04-23	FR2845918	CUREVAC	(EP1587816)	(EP1587816)	(EP1587816)	<a href="#">Open</a>	<a href="#">Open</a>	X			
16975585	2002-10-16	2004-07-15	CY1114437	VICAL	(US20040258688)	(US20040258688)	(US20040258688)	<a href="#">Open</a>	<a href="#">Open</a>	X	X		
939991	2002-12-23	2005-02-24	JP4588026	CUREVAC	(EP1673460)	(EP1673460)	(EP1673460)	<a href="#">Open</a>	<a href="#">Open</a>	X	X		
68303659	1995-01-31	2005-04-28	US20180177885	BIONTECH	(EP1673447)	(EP1673447)	(WO2005/039501)	<a href="#">Open</a>	<a href="#">Open</a>	X			
851676	2003-08-05	2005-05-06	IL205958	KARP, NELSON	(EP1781593)	(EP1781593)	(EP1781593)	<a href="#">Open</a>	<a href="#">Open</a>			X	
1762367	2003-10-14	2005-12-22	CA2569645	ARBUTUS BIOPHARMA	(EP1768703)	(EP1768703)	(WO2006/008154)	<a href="#">Open</a>	<a href="#">Open</a>		X		
1763084	2003-10-23	2006-01-26	US20080171711	CUREVAC	(EP1928494)	(EP1928494)	(WO2006/024518)	<a href="#">Open</a>	<a href="#">Open</a>	X	X		
1023967	2004-06-07	2006-03-09	EP1928494	CUREVAC									
14066748	2004-07-21												
14086793	2004-09-02												

Patent information

Segmentation



Updated patent information

# Online access to updated patent information

Updated online database

SAMPLE

Online access to updated patent information (legal status, new documents etc.) for each selected patent family

Flavivirus vaccine

**Abstract**

The present invention is directed to an artificial nucleic acid and to a polypeptide suitable for use in the treatment or prophylaxis of an infection with a flavivirus, in particular an infection with yellow fever virus or with dengue virus, or of a disorder related to such an infection. The present invention is also directed to a composition, preferably an immunogenic composition, comprising the artificial nucleic acid or the inventive polypeptide. In particular, the present invention concerns an immunogenic composition against a flavivirus, such as yellow fever virus or dengue virus. Further, the invention concerns a kit, particularly a kit of parts, comprising the artificial nucleic acid, polypeptide or (immunogenic) composition. The invention is further directed to a method of treating or preventing a disorder or a disease, first and second medical uses of the artificial nucleic acid, polypeptide, composition, in particular the first and second medical uses of the immunogenic composition according to the invention.

**Images (54)**

**Classifications**

**Claims**

**Independent claims**

**Description**

(WO2019/115635)  
[0001] Flavivirus vaccine  
[0002] Introduction  
[0003] The present invention is directed to an artificial nucleic acid and to a polypeptide suitable for use in the treatment or prophylaxis of an infection with a flavivirus, in particular an infection with yellow fever virus or with dengue virus, or of a disorder related to such an infection. The present invention is also directed to a composition, preferably an immunogenic composition, comprising the artificial nucleic acid or the inventive polypeptide. In particular, the present invention concerns an immunogenic composition against a flavivirus, such as yellow fever virus or dengue virus. Further, the invention concerns a kit, particularly a kit of parts, comprising the artificial nucleic acid, polypeptide or (immunogenic) composition. The invention is further directed to a method of treating or preventing a disorder or a disease, first and second medical uses of the artificial nucleic acid, polypeptide, composition, in particular the first and second medical uses of the immunogenic composition according to the invention.

**EP3723796 A1**  
PENDING ALIVE  
Earliest priority date : 2017-12-13  
Download PDF

**Assignee** CUREVAC • SANOFI PASTEUR

**Inventor** BAUMHOF PATRICK • GROSSE WOLFGANG • JASNY EDITH • KRAMPS THOMAS • VOSS DANIEL • DANNENMAIER JULIA • LECOUTURIER VALÉRIE • GIRERD-CHAMBAZ YVES

**Protected countries** WO • EP

**Patent family overview**  
Applications • Publications • Legal status

Applications	Publication number	Application date	Legal status
WO	WO2019/115635	2018	Pending
EP	EP3723796	2018	Pending

Legal status

**Images**

Fig. 1

# ORDER FORM

## RNA vaccine

Patent Landscape Analysis – January 2021

Ref.:KM21001



### SHIP TO

Name (Mr/Ms/Dr/Pr):

Job Title:

Company:

Address:

City:

State:

Postcode/Zip:

Country:

VAT ID Number for EU members:

Tel:

Email:

Date:

### PAYMENT METHODS

#### Check

To pay your invoice using a check, please mail your check to the following address:

KnowMade S.A.R.L.  
2405 route des Dolines  
06902 Valbonne Sophia Antipolis  
FRANCE

#### Money Transfer

To pay your invoice using a bank money wire transfer please contact your bank to complete this process. Here is the information that you will need to submit the payment:

Payee: KnowMade S.A.R.L.  
Bank: Banque Populaire Méditerranée, CAP 3000 Quartier du lac, 06700 St Laurent du Var, France  
IBAN: FR76 1460 7003 6360 6214 5695 139  
BIC/SWIFT: CCBPFRPPMAR

#### Paypal

In order to pay your invoice via PAYPAL, you must first register at [www.paypal.com](http://www.paypal.com). Then you can send money to the KnowMade S.A.R.L. by entering our E-mail address [contact@knowmade.fr](mailto:contact@knowmade.fr) as the recipient and entering the invoice amount.

### RETURN ORDER BY

**E-mail:** [contact@knowmade.fr](mailto:contact@knowmade.fr)

**Mail:** KnowMade S.A.R.L., 2405 route des Dolines, 06902 Valbonne Sophia Antipolis, FRANCE

### PRODUCT ORDER

#### €3,990 – Multi user license\*

For price in dollars, please use the day's exchange rate. For French customer, add 20% for VAT.

All reports are delivered electronically in PDF format at payment reception.

*\*The report can be shared with the employees of the Company purchasing the report. Subsidiaries and joint-ventures are excluded. Please be aware that the report is watermarked on each page, with the name of the recipient and the organization (the name mentioned on the PO). This watermark also reaffirms that report sharing is not allowed.*

*I hereby accept Knowmade's Terms and Conditions of Sale*

**Signature:**



# Terms and Conditions of Sales

## DEFINITIONS

“Acceptance”: Action by which the Buyer accepts the terms and conditions of sale in their entirety. It is done by signing the purchase order which mentions “I hereby accept Knowmade’s Terms and Conditions of Sale”.

“Buyer”: Any business user (i.e. any person acting in the course of its business activities, for its business needs) entering into the following general conditions to the exclusion of consumers acting in their personal interests.

“Contracting Parties” or “Parties”: The Seller on the one hand and the Buyer on the other hand.

“Intellectual Property Rights” (“IPR”) means any rights held by the Seller in its Products, including any patents, trademarks, registered models, designs, copyrights, inventions, commercial secrets and know-how, technical information, company or trading names and any other intellectual property rights or similar in any part of the world, notwithstanding the fact that they have been registered or not and including any pending registration of one of the above mentioned rights.

“License”: For the reports and databases, 2 different licenses are proposed. The buyer has to choose one license:

1. Single user license: a single individual at the company can use the report.

2. Multi user license: The report can be shared with the employees of the Company purchasing the report. Subsidiaries and joint-ventures are excluded.

“Products”: Reports are established in PowerPoint and delivered on a PDF format and the database may include Excel files.

“Seller”: Based in Sophia Antipolis (France headquarters), Knowmade is a technology intelligence company specialized in the research and analysis of scientific and technical information. We provide patent landscapes and scientific state of the art with high added value to businesses and research laboratories. Our intelligence digests play a key role to define your innovation and development strategy.

## 1. SCOPE

1.1 The Contracting Parties undertake to observe the following general conditions when agreed by the Buyer and the Seller. ANY ADDITIONAL, DIFFERENT, OR CONFLICTING TERMS AND CONDITIONS IN ANY OTHER DOCUMENTS ISSUED BY THE BUYER AT ANY TIME ARE HEREBY OBJECTED TO BY THE SELLER, SHALL BE WHOLLY INAPPLICABLE TO ANY SALE MADE HEREUNDER AND SHALL NOT BE BINDING IN ANY WAY ON THE SELLER.

1.2 This agreement becomes valid and enforceable between the Contracting Parties after clear and non-equivocal consent by any duly authorized person representing the Buyer. For these purposes, the Buyer accepts these conditions of sales when signing the purchase order which mentions “I hereby accept Knowmade’s Terms and Conditions of Sale”. This results in acceptance by the Buyer.

1.3 Orders are deemed to be accepted only upon written acceptance and confirmation by the Seller, within [7 days] from the date of order, to be sent either by email or to the Buyer’s address. In the absence of any confirmation in writing, orders shall be deemed to have been accepted.

## 2. MAILING OF THE PRODUCTS

2.1 Products are sent by email to the Buyer:

- within [1] month from the order for Products already released; or

- within a reasonable time for Products ordered prior to their effective release. In this case, the Seller shall use its best endeavours to inform the Buyer of an indicative release date and the evolution of the work in progress.

2.2 Some weeks prior to the release date the Seller can propose a pre-release discount to the Buyer.

The Seller shall by no means be responsible for any delay in respect of article 2.2 above, and including in cases where a new event or access to new contradictory information would require for the analyst extra time to compute or compare the data in order to enable the Seller to deliver a high quality Products.

2.3 The mailing of the Product will occur only upon payment by the Buyer, in accordance with the conditions contained in article 3.

2.4 The mailing is operated through electronic means either by email via the sales department. If the Product’s electronic delivery format is defective, the Seller undertakes to replace it at no charge to the Buyer provided that it is informed of the defective formatting within 90 days from the date of the original download or receipt of the Product.

2.5 The person receiving the Products on behalf of the Buyer shall immediately verify the quality of the Products and their conformity to the order. Any claim for apparent defects or for non-conformity shall be

sent in writing to the Seller within 8 days of receipt of the Products. For this purpose, the Buyer agrees to produce sufficient evidence of such defects.

2.6 No return of Products shall be accepted without prior information to the Seller, even in case of delayed delivery. Any Product returned to the Seller without providing prior information to the Seller as required under article 2.5 shall remain at the Buyer’s risk.

## 3. PRICE, INVOICING AND PAYMENT

3.1 Prices are given in the orders corresponding to each Product sold on a unit basis or corresponding to annual subscriptions. They are expressed to be inclusive of all taxes. The prices may be reevaluated from time to time. The effective price is deemed to be the one applicable at the time of the order.

3.2 Payments due by the Buyer shall be sent by cheque payable to Knowmade, PayPal or by electronic transfer to the following account:

Banque Populaire Méditerranée, CAP 3000 Quartier du lac, 06700 St Laurent du Var, France

BIC or SWIFT code: CCBPFRPPMAR

IBAN: : FR76 1460 7003 6360 6214 5695 139

To ensure the payments, the Seller reserves the right to request down payments from the Buyer. In this case, the need of down payments will be mentioned on the order.

3.3 Payment is due by the Buyer to the Seller within 30 days from invoice date, except in the case of a particular written agreement. If the Buyer fails to pay within this time and fails to contact the Seller, the latter shall be entitled to invoice interest in arrears based on the annual rate Refi of the «BCE» + 7 points, in accordance with article L. 441-6 of the French Commercial Code. Our publications (report, database, tool...) are delivered only after reception of the payment.

3.4 In the event of termination of the contract, or of misconduct, during the contract, the Seller will have the right to invoice at the stage in progress, and to take legal action for damages.

## 4. LIABILITIES

4.1 The Buyer or any other individual or legal person acting on its behalf, being a business user buying the Products for its business activities, shall be solely responsible for choosing the Products and for the use and interpretations he makes of the documents it purchases, of the results he obtains, and of the advice and acts it deduces thereof.

4.2 The Seller shall only be liable for (i) direct and (ii) foreseeable pecuniary loss, caused by the Products or arising from a material breach of this agreement

4.3 In no event shall the Seller be liable for:

a) damages of any kind, including without limitation, incidental or consequential damages (including, but not limited to, damages for loss of profits, business interruption and loss of programs or information) arising out of the use of or inability to use the Seller’s website or the Products, or any information provided on the website, or in the Products;

b) any claim attributable to errors, omissions or other inaccuracies in the Product or interpretations thereof.

4.4 All the information contained in the Products has been obtained from sources believed to be reliable. The Seller does not warrant the accuracy, completeness adequacy or reliability of such information, which cannot be guaranteed to be free from errors.

4.5 All the Products that the Seller sells may, upon prior notice to the Buyer from time to time be modified by or substituted with similar Products meeting the needs of the Buyer. This modification shall not lead to the liability of the Seller, provided that the Seller ensures the substituted Product is similar to the Product initially ordered.

4.6 In the case where, after inspection, it is acknowledged that the Products contain defects, the Seller undertakes to replace the defective products as far as the supplies allow and without indemnities or compensation of any kind for labor costs, delays, loss caused or any other reason. The replacement is guaranteed for a maximum of two months starting from the delivery date. Any replacement is excluded for any event as set out in article 5 below.

4.7 The deadlines that the Seller is asked to state for the mailing of the Products are given for information only and are not guaranteed. If such deadlines are not met, it shall not lead to any damages or cancellation of the orders, except for non-acceptable delays exceeding [4] months from the stated deadline, without information from the Seller. In such case only, the Buyer shall be entitled to ask for a reimbursement of its first down payment to the exclusion of any further damages.

4.8 The Seller does not make any warranties, express or implied, including, without limitation, those of

saleability and fitness for a particular purpose, with respect to the Products. Although the Seller shall take reasonable steps to screen Products for infection of viruses, worms, Trojan horses or other codes containing contaminating or destructive properties before making the Products available, the Seller cannot guarantee that any Product will be free from infection.

## 5. FORCE MAJEURE

The Seller shall not be liable for any delay in performance directly or indirectly caused by or resulting from acts of nature, fire, flood, accident, riot, war, government intervention, embargoes, strikes, labor difficulties, equipment failure, late deliveries by suppliers or other difficulties which are beyond the control, and not the fault of the Seller.

## 6. PROTECTION OF THE SELLER’S intellectual property

6.1 All intellectual property rights attached to the Products are and remain the property of the Seller and are protected under French and international copyright law and conventions.

6.2 The Buyer agreed not to disclose, copy, reproduce, redistribute, resell or publish the Product, or any part of it to any other party other than employees of its company. The Buyer shall have the right to use the Products solely for its own internal information purposes. In particular, the Buyer shall therefore not use the Product for purposes such as:

- Information storage and retrieval systems;

- Recordings and re-transmittals over any network (including any local area network);

- use in any timesharing, service bureau, bulletin board or similar arrangement or public display;

- Posting any Product to any other online service (including bulletin boards or the Internet);

- Licensing, leasing, selling, offering for sale or assigning the Product.

6.3 The Buyer shall be solely responsible towards the Seller of all infringements of this obligation, whether this infringement comes from its employees or any person to whom the Buyer has sent the Products and shall personally take care of any related proceedings, and the Buyer shall bear related financial consequences in their entirety.

6.4 The Buyer shall define within its company point of contact for the needs of the contract. This person will be the recipient of each new report in PDF format. This person shall also be responsible for respect of the copyrights and will guaranty that the Products are not disseminated out of the company.

## 7. TERMINATION

7.1 If the Buyer cancels the order in whole or in part or postpones the date of mailing, the Buyer shall indemnify the Seller for the entire costs that have been incurred as at the date of notification by the Buyer of such delay or cancellation. This may also apply for any other direct or indirect consequential loss that may be borne by the Seller, following this decision.

7.2 In the event of breach by one Party under these conditions or the order, the non-breaching Party may send a notification to the other by recorded delivery letter upon which, after a period of thirty (30) days without solving the problem, the non-breaching Party shall be entitled to terminate all the pending orders, without being liable for any compensation.

## 8. MISCELLANEOUS

All the provisions of these Terms and Conditions are for the benefit of the Seller itself, but also for its licensors, employees and agents. Each of them is entitled to assert and enforce those provisions against the Buyer.

Any notices under these Terms and Conditions shall be given in writing. They shall be effective upon receipt by the other Party.

The Seller may, from time to time, update these Terms and Conditions and the Buyer, is deemed to have accepted the latest version of these terms and conditions, provided they have been communicated to him in due time.

## 9. GOVERNING LAW AND JURISDICTION

9.1 Any dispute arising out or linked to these Terms and Conditions or to any contract (orders) entered into in application of these Terms and Conditions shall be settled by the French Commercial Courts of Grasse, which shall have exclusive jurisdiction upon such issues.

9.2 French law shall govern the relation between the Buyer and the Seller, in accordance with these Terms and Conditions.



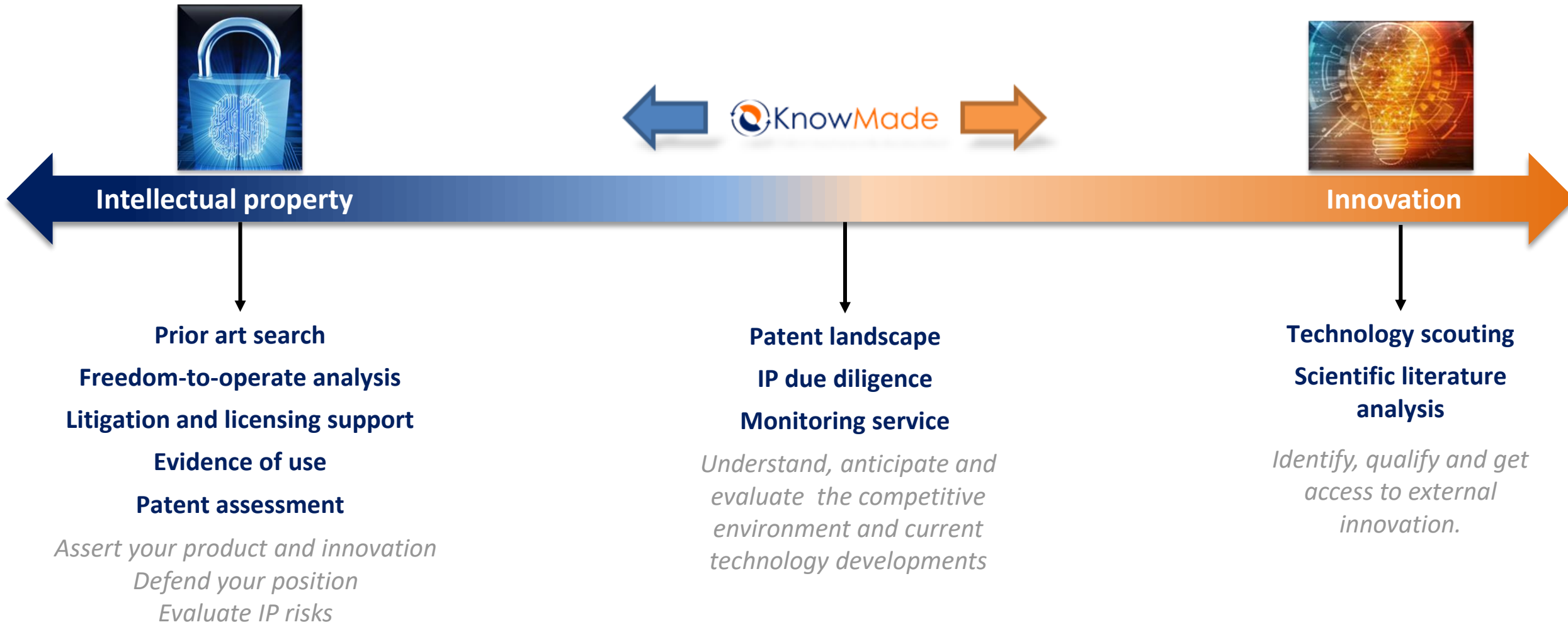
# KNOWMADE

## Company presentation

# CUSTOM STUDY & CONSULTING

Tailor-made analysis to meet your needs and budgetary constraints

Knowmade services are at the border between IP and Innovation.  
Tailor made analysis allow you to define the scope and focus to fit your needs and budget.



# KNOWMADE ACTIVITIES

Our main fields of expertise

## RF & Telecommunication

- Emerging materials
- Compound semiconductor
- RF filters & Amplifiers
- Front end modules
- Antenna

## Medtech & Agrifood

- Microfluidic
- Medical diagnostic
- Biotech & Pharmaceuticals
- Agrifood

## MEMS, Sensors & Display

- Optical sensors
- MEMS transducers and sensors
- Optical sources & display

## Power

- Emerging materials
- Compound semiconductor
- Battery & power managements
- Power electronics





**[www.knowmade.com](http://www.knowmade.com)**

[contact@knowmade.fr](mailto:contact@knowmade.fr)

KnowMade S.A.R.L., 2405 route des Dolines, CS 10065, 06902 Sophia Antipolis, France