

## European Union

### “Genentech”

**Decision of the European Court of Justice (First Chamber)  
7 July 2016 – Case No. C-567/14**

*Genentech Inc. v. Hoechst GmbH and Sanofi-Aventis  
Deutschland GmbH,*

**Treaty on the Functioning of the European Union,  
Art. 101(1)**

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**Keywords** Patents · Licence agreement · Royalty · Revocation · Non-infringement · Termination

Article 101(1) TFEU must be interpreted as not precluding the imposition on the licensee, under a licence agreement such as that at issue in the main proceedings, of a requirement to pay a royalty for the use of a patented technology for the entire period in which that agreement was in effect, in the event of the revocation or non-infringement of a licenced patent, provided that the licensee was able freely to terminate that agreement by giving reasonable notice.

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For a case note on this decision by Marco Botta, *see* this issue of IIC at doi:[10.1007/s40319-017-0563-4](https://doi.org/10.1007/s40319-017-0563-4).

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