

UNITED STATES PATENT AND TRADEMARK OFFICE

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BEFORE THE PATENT TRIAL AND APPEAL BOARD

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VALNEVA AUSTRIA GMBH,  
Petitioner,

v.

TAKEDA VACCINES, INC.,  
Patent Owner.

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IPR2025-00776  
Patent 11,730,802 B2

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Before RYAN H. FLAX and TIMOTHY G. MAJORS,  
*Administrative Patent Judges.*

PER CURIUM, *Administrative Patent Judges.*

DECISION  
Settlement Following Institution of Trial  
*37 C.F.R. §§ 42.72, 42.74*

Takeda Vaccines, Inc. (“Patent Owner”) is the owner of U.S. Patent 11,730,802 B1 (Ex. 1001, “the ’802 patent”). Paper 5 (Patent Owner’s Mandatory Notice). Valneva Austria GMBH (“Petitioner”) filed a Petition for *inter partes* review challenging claims 1–67 of the ’802 patent. Paper 2 (“Pet.”). We instituted trial in this proceeding on October 16, 2025. Paper 12. No final decision on the patentability of any claim has been entered.

On November 19, 2025, Petitioner emailed the Board, indicating that the parties were, together, seeking authorization to file a joint motion to terminate the proceeding. Ex. 3001. On November 20, 2025, the parties, with our authorization, filed a Joint Motion to Terminate this proceeding “[p]ursuant to 35 U.S.C. § 317 and 37 C.F.R. § 42, 74.” Paper 15, 1 (“Motion” or “Mot.”); *see also* Ex. 3001 (authorization).

35 U.S.C. § 317 states:

(a) In General.—An inter partes review instituted under this chapter shall be terminated with respect to any petitioner upon the joint request of the petitioner and the patent owner, unless the Office has decided the merits of the proceeding before the request for termination is filed. If the inter partes review is terminated with respect to a petitioner under this section, no estoppel under section 315(e) shall attach to the petitioner, or to the real party in interest or privy of the petitioner, on the basis of that petitioner’s institution of that inter partes review. If no petitioner remains in the inter partes review, the Office may terminate the review or proceed to a final written decision under section 318(a).

(b) Agreements in Writing.—Any agreement or understanding between the patent owner and a petitioner, including any collateral agreements referred to in such agreement or understanding, made in connection with, or in contemplation of, the termination of an inter partes review under this section shall be in writing and a true copy of such

agreement or understanding shall be filed in the Office before the termination of the inter partes review as between the parties.

*Id.* 37 C.F.R. § 42.74 states, *inter alia*:

(a) *Board role.* The parties may agree to settle any issue in a proceeding, but the Board is not a party to the settlement and may independently determine any question of jurisdiction, patentability, or Office practice.

(b) *Agreements in writing.* Any agreement or understanding between the parties made in connection with, or in contemplation of, the termination of a proceeding shall be in writing and a true copy shall be filed with the Board before the termination of the trial.

*Id.*

Pursuant to the statute and rule, the parties state, “[t]ermination is appropriate because the parties have mutually reached the conclusion that in view of present circumstances, their resources would best be reserved by terminating the proceeding. The parties respectfully submit that termination is proper under 35 U.S.C. § 317(a) because the parties are jointly requesting termination,” and “the parties certify that no settlement or collateral agreements, written or otherwise, exist that need to be filed with this motion pursuant to 37 C.F.R. § 42.74(b).” Mot. 1–2. We find that the parties’ joint motion and explanation therein, and their request for authorization (Ex. 3001), to satisfy the requirement that any understanding in connection with or in contemplation of termination of this proceeding be in writing and filed with the Board. The parties’ certification that no other written agreements exist is sufficient under the circumstances here.

Generally, the Board expects that a proceeding will terminate upon request by the parties, unless the Board has already decided the merits of the proceeding. *See* 35 U.S.C. § 317(a); 37 C.F.R. § 42.72(a). As noted above,

the Board has not yet rendered a final decision in this proceeding. Thus, we *grant* the Joint Motion to Terminate this proceeding.

This Decision does not constitute a final written decision pursuant to 35 U.S.C. § 318(a).

Accordingly, it is:

**ORDERED** that the Joint Motion to Terminate this proceeding is *granted*, the Petition is *dismissed*, and this proceeding is hereby *terminated* under 35 U.S.C. § 317(a) and 37 C.F.R. §§ 42.72, 42.74; and

**FURTHER ORDERED** that no other relief is granted.

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