

AGREE ON INTENT! PDF GRATIS



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Exhibit September 29, The Company and the Purchaser have entered into a Joint Development and Commercialization Agreement dated as of the date hereof the Intwnt! Agreement , and together with this Agreement, the Agreements that provides, pursuant to Section 8. As a material and necessary inducement for the Company to enter into this Agreement and the Development Agreement, Laboratoire Francais du Fractionnement et des Biotechnologies, a société anonyme established under the laws of France and the sole stockholder of the Purchaser LFB has entered into a Keepwell Agreement of even date herewith in favor of the Company the Keepwell Agreement , and together with the Agreements, the LFB Agreements . The Purchasers obligation to purchase the First Tranche Shares shall be subject to the satisfaction, at or before the First Tranche Closing Date, of each of the following conditions, provided that these conditions are for the Purchasers sole benefit and may be waived by the Purchaser at any time in its sole discretion. Within 30 calendar days of the First Tranche Closing Date, the Company Inten! cause to be prepared and filed with the Securities and Exchange Commission the SEC a preliminary proxy statement or consent solicitation statement to obtain approval of the Companys shareholders of a an increase in the number of authorized Agref of Common Stock under the Companys Amended and Restated Articles of Incorporation from , shares to , shares the Shareholder Approval of Increase in Authorized Shares and b the issuance and sale by the Company to the Purchaser of the Third Tranche Shares and the issuance of shares of Common Stock issuable upon conversion of the Convertible Note the Shareholder Approval of Additional Share Issuance, together with the Shareholder Approval of Increase in Authorized Shares, the Shareholder Avree . Purchaser acknowledges that it is not allowed to vote the First Tranche Shares in favor of the issuance and sale by the Company to the Purchaser of the Third Tranche Shares and covenants to abstain from voting on such proposal. If the Oh Approvals are not received on or before June 30, then to the extent the Shareholder Approvals are conditions thereto, the obligations of the Purchaser to purchase the Second Tranche Shares, the Third Tranche Shares and the Convertible Note shall terminate. At the Second Tranche and Note Closing for the Convertible Note, the Purchaser shall pay the Company the Remaining Investment Amount for the Convertible Note, by wire transfer of immediately available funds in accordance with the Companys written wire instructions, and the Company shall Agree on Intent! to the Purchaser the Convertible Note duly executed and completed in the amount of the Remaining Investment Amount and dated the date of such Second Tranche Closing Date. Within five 5 Business Days of the Third Tranche Closing, the Company shall deliver to the Purchaser the original certificate or certificates representing the Third Tranche Shares, registered in the name of the Purchaser. The Companys obligation to issue and sell the Third Tranche Shares shall be subject to the satisfaction, at or before the Third Tranche Closing Date, of each of the following conditions, provided that these conditions are for the Companys sole benefit and may be waived by the Company at any time in its sole discretion. LFB Agreements to which any of them is a party or prevents or arguably prevents the consummation of the transactions contemplated by this Agreement, nor shall any proceeding have been commenced or threatened with respect to the foregoing. At any time after the First Tranche Closing Date and prior to the fifth 5th year anniversary of the First Tranche Closing Date whenever the Company issues or sells, or agrees to issue or sell, shares of Common Stock at any time, and provided Agree the Convertible Note, if any, has been or in connection with such issuances or sales will be, fully converted up to Agdee purchase limitation set forth in Section 6 bthe Company shall deliver to the Purchaser a written offer to participate in such issue or sale, which shall: The rights of the Purchaser under this Section 6 shall i be subject to the Company receiving satisfactory confirmation from Purchaser that any shares of Common Stock it proposes to purchase will not cause it to own more than Subject to the Purchasers compliance with Subsection 6 d below, and to help facilitate the Purchasers exercise of its rights pursuant to this Section 6, the Company will use commercially reasonable efforts to notify the Purchaser, from time to Intent!, Agree on Intent! any plans of the Company to complete an equity financing within the next 90 days after Agreee notification. Notwithstanding the foregoing, the Purchaser agrees that, so long as the Purchaser is an affiliate as defined Intent! Rule 1 of the Securities Act of the Company, if requested by the Company and the managing underwriter or lead placement agent of an offering of securities by the Company, the Purchaser will enter into an agreement for the benefit of such underwriter or placement agent, not to sell, transfer or dispose of any shares for a specified period of time not to exceed 90 days plus any extension of such period imposed pursuant to NASD Rule f4 not to exceed 36 days Inttent! that all executive officers and directors of the Company enter into similar agreements. The Company pn a corporation, duly organized, validly existing and in Inrent! standing under the laws of the Commonwealth of Inteny!, and has the requisite corporate power and authority to Abree its properties and to carry on its. Copies of the Companys Articles of Organization and Bylaws, and all amendments thereto, have been filed as exhibits to the Companys SEC Documents and have not been further modified, and except as required by the transactions contemplated hereby, the Company has no present intention to modify the Articles of Organization and Bylaws. The Company is duly qualified as a Agrer corporation to do business, and is in good standing, in every jurisdiction in which its ownership of property or the nature of the business conducted and proposed to be conducted by it makes such qualification necessary, except where the failure to be so qualified or in good standing would not, individually or in the aggregate, have or reasonably be expected to result in a Material Adverse Effect. Each of the Companys Subsidiaries has been duly organized and is validly existing and in good standing under the laws of its jurisdiction of organization, is duly qualified Agdee do business and is in good standing as a foreign corporation in each jurisdiction in which its ownership or lease of property or the conduct of its business requires such qualification, and has all power and authority necessary to own or hold its properties and to conduct the business in which Intennt! is engaged, except where the failure to so qualify or have such power or authority would not have, singularly or in the aggregate, a Material Adverse Effect. All the outstanding shares of capital stock of each Subsidiary have been duly authorized and validly issued, are fully paid and nonassessable and are owned by the Company directly or indirectly through one or more wholly-owned subsidiaries, free and clear of any claim, lien, encumbrance, security interest, restriction upon voting or transfer or any other claim of any third party. No Subsidiary is currently prohibited, directly or indirectly, under any agreement to which it is a party, from paying any dividends to the Company, from making any other distribution on such Subsidiarys capital stock, from repaying to the Company any loans or advances to such Subsidiary from the Company or from transferring o of such Subsidiarys properties or assets to the Company or any other subsidiary of the Company. For purposes Agrde this Agreement, Subsidiaries means those Ayree that are significant subsidiaries of the Company as determined in accordance with Regulation S-X. The Company has the requisite corporate power and authority to enter into and Agree on Intent! its obligations under this Agreement, the Convertible Note and any other agreements excluding the Development Agreement entered into by the parties hereto in connection with Atree transactions contemplated by this Agreement collectively, the Transaction Documents and to issue the Securities in accordance with the terms hereof and thereof. The execution and delivery of the Transaction Documents by the Company and the consummation and performance by the Company of the transactions contemplated hereby and thereby, including, without limitation, the Afree of the Securities, have been duly authorized by all requisite corporate action, except for any Shareholder Approvals contemplated by Agrde that are not yet required. The Transaction Documents have been duly executed and delivered by the Company. The Transaction Documents constitute the valid and binding obligations of the Company enforceable against the Company in accordance with their respective terms, except as such enforceability may be limited by general principles of equity or applicable bankruptcy, insolvency, reorganization,

moratorium, liquidation or similar laws relating to, or affecting generally, the enforcement of creditors rights and remedies. The capitalization of the Company is as described in the Companys most recent periodic report filed with the SEC Agree on Intent! updated by any current report filed with the SEC thereafter, and all of the issued shares of capital stock of the Company have been duly and validly authorized and issued, are fully paid and non-assessable, and have been issued in compliance with federal and state securities laws. The Company has not issued any capital stock since such filings other than pursuant to the exercise of stock options under the Companys stock option plans, the issuance Agrwe shares of Common Stock to employees pursuant to the Companys employee stock purchase Afree such issuances and any such stock options, whenever issued or granted, being collectively Employee Equity Transactions pursuant to the conversion or exercise of outstanding securities that are convertible into or exercisable for Common Stock, or pursuant Intrnet! publicly disclosed equity financings. The Companys Common Stock is registered pursuant to Section 12 b of the Securities Exchange Agree on Intent! ofas Intente!, and the rules and regulations promulgated thereunder omn Exchange Act and is listed for trading on the Nasdaq Global Market Nasdaq . The Company is in compliance with the continued listing criteria of Nasdaq and all Nasdaq corporate governance requirements that are applicable to the Company. Except Agreee Employee Equity Transactions and as set forth in the SEC Documents, i no shares of the Companys capital stock are subject to preemptive rights or any other similar rights or any liens or encumbrances; ii there are no outstanding options, warrants, rights to subscribe to, calls or commitments relating to, or securities or rights convertible into, Intejt! shares of capital stock of the Company or any of its Subsidiaries, or contracts, commitments, understandings or arrangements by which the Company is or may become bound to issue additional shares of capital stock of the Company or any of its Subsidiaries or options, warrants, rights to subscribe to, calls or commitments relating to, or securities or Agreee convertible into, any shares of capital stock of the Company or any of its Subsidiaries. Except for any Shareholder Approval required as contemplated by Section 3, i the Shares are duly authorized and, upon issuance in accordance with the terms hereof, will be A validly issued, fully paid Inten! non-assessable and B free from all taxes, liens and charges in the Intem! States of America with respect to the issuance thereof, other than any liens or encumbrances Agree on Intent! by or imposed by the Purchaser, and not subject to preemptive rights or other similar rights of stockholders of the Company; and ii the Convertible Note has been duly authorized and, upon issuance in accordance Agree the terms hereof, will be a legal, valid and binding obligation of the Company in accordance with its terms. Neither the Company nor any of its Subsidiaries is i in violation of its Articles of Organization or Bylaws or other organizational documents; ii in default or subject to an event which with notice or lapse of time or both would become Agree on Intent! default under any agreement, indenture or instrument to which the Company or any of its Subsidiaries is a party; or iii in violation of any law, rule, regulation, order, judgment or decree applicable to Abree Company or any of its Subsidiaries; except for such violations or defaults, as described in clauses ii or iii of Agee sentence as are set forth in the SEC Documents or as would not, individually or in the aggregate, have or result in a Material Adverse Effect. The financial statements and the related notes thereto of the Company and its consolidated subsidiaries included or incorporated by reference in the SEC Documents comply in all material respects with the applicable requirements of the Exchange. Act, as applicable, and present fairly the financial position of the Company and its subsidiaries as of the dates indicated and the results of their operations and the changes in their cash flows for the periods specified. Such financial statements have been prepared in conformity with United States generally accepted accounting principles GAAP applied on a consistent basis throughout the periods covered thereby, except as specifically stated therein, and the supporting schedules included or Agree on Intent! by reference in the SEC Documents present fairly the information required to Agree on Intent! stated therein. PricewaterhouseCoopers LLP, who have certified certain Agrwe statements of the Company and its subsidiaries, and have audited the Companys internal control over financial reporting and managements assessment thereof, are to the Companys knowledge, independent registered public accountants with respect to the Company and its subsidiaries as required by the Securities Act. Intwnt! has been no disposal, discharge, emission or other release of any kind onto such property or into the environment surrounding such property of any toxic or other wastes or other hazardous substances with respect to Agree the Company has knowledge, except for any such disposal, discharge, emission, or other release of any kind which would not have, singularly Inhent! in the aggregate with all such discharges and other releases, a Ibtent! Adverse Effect. The Company and each of its subsidiaries i has filed all necessary federal, state and foreign income and franchise tax returns, ii has paid all federal state, local and foreign taxes due and payable for which it is liable, and iii does not have any tax deficiency or claims outstanding or assessed or, to the best of the Companys knowledge, proposed against it, except where the failure to file, failure to pay or the deficiency or claim would not have a Material Adverse Ln. The Company and its subsidiaries maintain disclosure controls Agree procedures as such term is defined in Rule 13a e of the Exchange Act that comply with the requirements of the Exchange Act. Such disclosure controls and procedures have been designed to ensure that material information relating to the Company and its subsidiaries is accumulated and om to the Companys management, Argee the Companys principal executive officer and principal financial officer, by others within those entities. The Company and the Companys directors or officers, in their capacities as Agrwe, are in compliance with any provision of the Sarbanes-Oxley Act Ageee and the rules and regulations promulgated in connection therewith Intrnt! including Section related to loans and Sections and related to certifications. Except as disclosed in the section titled Legal Proceedings in the Companys Annual Report on Form K for the year Argee January 1, Agree on Intent! is no action, suit, proceeding, inquiry or investigation before or by any court, public board, government agency, self-regulatory organization or body pending or, to the knowledge of. The Purchaser represents and Agrfe to the Company that as of the Closing Date: The Purchaser understands that the Securities have not been registered under the Securities Act Imtent! any state securities laws, and may not be offered for sale, sold, assigned or transferred without registration under the Securities Oj or an exemption therefrom and that, in the absence of an effective registration statement under the Securities Act, such Securities may only be sold under certain circumstances as set forth in the Securities Act. The Purchaser is not purchasing the Securities as Agrwe result Agree on Intent! any advertisement, article, notice or other communication regarding the Securities published in any newspaper, magazine or similar media or broadcast over television or radio or presented at any seminar or any other general solicitation or general advertisement.

Agree on Intent! The Role of the Agreement of Intent in Multinational Companies

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Vertaling van "sluiten van een overeenkomst" in Engels

Resultaten: Exact: Verstreken tijd: ms. Alle rechten voorbehouden. Zoekgeschiedenis Favorieten. Reverso for Windows It's free Download onze app gratis. Sluit u aan bij Reverso, het is gratis en gemakkelijk! Inschrijven Aanmelden. Uw zoekopdracht kan naar ongeschikte uitdrukkingen leiden. Uw zoekopdracht kan naar informele uitdrukkingen leiden. Vertaling van "sluiten van een overeenkomst" in Engels. Voorbeelden zien voor de vertaling conclude an agreement Werkwoord 14 voorbeelden met overeenstemmingen. Voorbeelden zien voor de vertaling enter into an agreement Werkwoord 2 voorbeelden met overeenstemmingen. Voorbeelden zien voor de vertaling conclusion of a contract Zelfstandig naamwoord 2 voorbeelden met overeenstemmingen. Voorbeelden zien voor de vertaling conclusion of an agreement 8 voorbeelden met overeenstemmingen. Voorbeelden zien voor de vertaling entering into a contract 2 voorbeelden met overeenstemmingen. Om deze infrastructuurcapaciteit te gebruiken wijzen de aanvragers een spoorwegonderneming aan voor het sluiten van een overeenkomst Agree on Intent! de infrastructuurbeheerder overeenkomstig artikel In order to use such infrastructure capacity applicants shall appoint a railway undertaking to conclude an agreement with the infrastructure manager in accordance with Article Voornemens te goeder trouw tot het sluiten van een overeenkomst : bij een intentieverklaring of een memorandum van overeenstemming waaruit het voornemen te goeder trouw blijkt, moeten documenten worden overgelegd waaruit blijkt dat de grondslag voor het voornemen te goeder trouw is verdwenen. Good faith intention to conclude an agreement : In case of a letter of intent or memorandum of understanding reflecting such good faith intention, documents proving that this basis for the good faith intention has been cancelled will be required. Het uitbrengen van een Aanbieding c. The making of an Offer by the Supplier does not oblige Kovax to enter into an Agreement with the Supplier. Aanbiedingen en offertesHet enkele uitbrengen van een al dan niet met offerte aangeduide prijsopgave, begroting, voorcalculatie of soortgelijke mededeling verplicht Wecovi niet tot het sluiten van een overeenkomst met de opdrachtgever. Aanbiedingen van Wecovi zijn steeds vrijblijvend en kunnen slechts zonder afwijkingen worden aanvaard. Offers and quotationsThe submission of a quotation, estimate, cost estimate or similar notification whether or not included in an offer, does not oblige Wecovi to enter into an agreement with the client. Offers by Wecovi are always subject to contract and can only be accepted without deviations. Het sluiten van een overeenkomst in strijd met de in lid 1 genoemde bepalingen, wordt beschouwd als zonder gevolg. The conclusion of a contract in infringement of the provisions referred to in paragraph 1 shall be considered invalid. De verhoging van de doeltreffendheid van de nationale beroepsprocedures moet de betrokkenen ertoe aanzetten, meer gebruik te maken van de beroepen in kort geding vóór het sluiten van een overeenkomst. Strengthening the effectiveness of national review procedures should encourage those concerned to make greater use of the possibilities for review by way of interlocutory procedure before the conclusion of a contract. De gebruiker dient zich voorafgaand aan het sluiten van een overeenkomst ervan te vergewissen dat Agree on Intent! juiste keuze wordt gemaakt voor de door Momoyoga te leveren dienst. Before concluding an agreement the user must ensure that the correct choice of service to be provided by Momoyoga is made. Ten laatste zeven jaar na de datum waarop deze titel van toepassing wordt, vangen de partijen onderhandelingen aan met het oog op het sluiten van een overeenkomst inzake de bescherming van geografische aanduidingen op hun respectieve grondgebied. The Parties shall, no later than seven years after the date on which this Title starts to apply, commence negotiations with a view to concluding an agreement on the protection of geographical indications in their respective territories. De overeenkomstsluitende partijen komen overeen onderhandelingen aan te knopen met het oog op het sluiten van een overeenkomst betreffende vereenvoudiging van de controles en formaliteiten in het goederenvervoer. The Contracting Agree on Intent! agree to begin negotiations with a view to concluding an agreement on the facilitation of controls and formalities relating to the carriage of goods. De recente

vergadering in Bogor heeft ook bevestigd dat een gestaag groeiend aantal landen de opvatting deelt dat er op Bali een akkoord moet worden bereikt over het openen van de onderhandelingen die moeten leiden tot het sluiten van een overeenkomst over de klimaatverandering voor de periode na The recent meeting in Bogor also confirmed that there is a shared view among a steadily growing number of countries that an agreement must be reached in Bali on starting official negotiations aimed at concluding an agreement on climate change for the period after De Commissie kan ook, indien passend, overeenkomstig artikel 1, van het Verdrag aanbevelingen aan de Raad doen om onderhandelingen te openen met het oog op het sluiten van een overeenkomst met het betrokken derde land. The Commission may also, where appropriate, make recommendations to the Council in accordance Agree on Intent! Article 1 of the Treaty to open negotiations with a view to concluding an agreement with the third country concerned. Techniek voor communicatie op afstand: middel dat kan worden gebruikt voor het sluiten van een overeenkomst zonder dat consument en ondernemer gelijktijdig in dezelfde ruimte hoeven te zijn samengekomen. Technology for distance communication: a means to be used for concluding an agreement without the Consumer and the Entrepreneur being together in the same place at the same time. Where appropriate, conclude an Agreement on Conformity Assessment and Acceptance of Industrial Products once the legislative framework and the procedures of Montenegro is sufficiently aligned on that of the Community and appropriate expertise is available. It is necessary in order to take certain pre-contractual measures in connection with a request you have made, where such measures are required to conclude an Agree on Intent!. Overwegende dat onderhandelingen worden gevoerd met het oog op het sluiten van een overeenkomst met de Verenigde Staten inzake de gezondheidsmaatregelen ter bescherming van de volksgezondheid in het kader van het handelsverkeer van levende dieren Agree on Intent! producten van dierlijke oorsprong. Whereas negotiations are under way to conclude an agreement with the United States on health measures to protect public health in the context of trade in livestock and products of animal origin. Sluiten van een overeenkomst over een vervolprogramma. Conclude an agreement on a follow-up programme. Het EP heeft een verslag aangenomen waarin het kritiek levert op de Raad voor het sluiten van een overeenkomst om persoonlijke en reisgegevens van passagiers uit te wisselen, zonder dat het Parlement daarbij werd geraadpleegd. The European Parliament adapted a report criticising the Council for concluding an agreement with Australia on the processing and transfer of passenger Agree on Intent! records PNR without consulting or even informing the European Parliament./p>

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