EXHIBIT 9

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August 1, 2017

Via E-Mail

Dr. Judy Jarecki-Black
Head, Patent Prosecution and
Patent Litigation
Merial, Inc.
3239 Satellite Blvd
Duluth, GA 30096

Dear Dr. Jarecki-Black:

Thank you for your July 27 letter. We appreciate your taking the time to set out your views and we have considered them carefully. We cannot agree, however, for several reasons.

First, you cite New York Rule of Professional Conduct 1.9 as the basis for your view that King & Spalding's past representation of Merial makes its current representation of Abic and Phibro a conflict of interest requiring Merial's informed consent. This is incorrect. Rule 1.9(a) and (b) come into play only if the prior and current representations are in "the same or a substantially related matter." Subdivision (c) applies when confidential information protected by Rule 1.6 is revealed or used to a former client's disadvantage. No matter in which King & Spalding represented Merial is "the same or substantially related to" the Abic and Phibro matter, and you have not described any that undermines our conclusion. Similarly, the firm obtained no confidential information from Merial that it has revealed, or used, or could use to Merial's disadvantage. The firm obtained no confidential information that has the slightest bearing on the Abic and Phibro matter and you have not identified any to contradict our conclusion.

The portion of New York Rule 1.9 Comment [3] you quote supports our view. It says a substantial relationship between two matters may be inferred when there is "a substantial risk that confidential factual information that would normally have been obtained in the prior representation would materially advance the client's position in the subsequent matter." That means that Rule 1.9 is not violated unless it is shown that the prior and current matters actually are substantially related or that confidential information materially useful in the current representation actually was obtained in the former one. It is not for us to prove the negative of your opinion but for you to establish the affirmative. Our review of the facts leaves us confident that no matter the firm handled for Merial is "the same or substantially related to" the Abic and

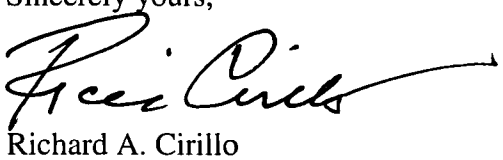
Phibro matter and that no matter for Merial gave us confidential information "that is material to" the Abic and Phibro matter.*

Second, the fact that Merial, Inc., is now a subsidiary within the Boehringer Ingelheim group does not make it a client of our firm. The master engagement agreement between King & Spalding and Boehringer Ingelheim says that "[t]he client in any matter is Boehringer Ingelheim USA Corporation and/or such of its U.S. based subsidiaries that Counsel actually advises or represents in the matter."** The firm does not advise or represent Merial in any matter.

Third, we cannot find support for your statement that Mr. Duley "is improperly engaging in the practice of law in and as to the State of New York." The relevant New York statutes are Judiciary Law §§ 478 and 484. They do not have extraterritorial effect. In fact, they would not bar Mr. Duley from authoring his June 19 letter or attending a meeting on the Abic and Phibro matter while visiting the firm's New York offices. Further, the law of California, where Mr. Duley is admitted to practice, does not bar him from giving advice or writing letters about contracts governed by the laws of New York or other jurisdictions. His conduct is entirely lawful and it is improper to accuse him of violating the law. Finally, having not violated any unauthorized practice law by representing Abic and Phibro, he has also not violated any ethical rule proscribing unauthorized practice.

Mr. Duley will discuss your proposal to hold a settlement discussion with Abic and Phibro. If your invitation excludes Mr. Duley from attending as their legal advisor, and thereby would deprive our clients of their selected counsel without any colorable ethical or legal basis or risk of harm, they may consider the invitation uninviting. However, it is their decision how to respond and you will be advised when they have made it.

Sincerely yours,



Richard A. Cirillo

cc. Thomas E. Duley, Esq.

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* We do not agree that New York's Rules of Professional Conduct apply to Mr. Duley, a California lawyer, and we consider the choice-of-law clause in the disputed license agreement to be entirely irrelevant to that issue. Nevertheless, the same reasons why the New York Rules are not violated also show that the California conflict-of-interest rule is not violated.

** The agreement says, "The US subsidiaries are Boehringer Ingelheim USA Corporation (Delaware); Boehringer Ingelheim Corporation (Nevada); Pharma-Investment, ULC (Canada); Boehringer Ingelheim Fremont, Inc. (Delaware); Boehringer Ingelheim Vetmedica, Inc. (Delaware); Boehringer Ingelheim Pharmaceuticals, Inc. (Delaware); Boehringer Ingelheim Chemicals, Inc. (Delaware); Boehringer Ingelheim Cares Foundation, Inc. (Connecticut)."