ALLEN & HANBURYS LTD

Makers of Fine Pharmaceuticals Since 1715

BETHNAL GREEN LONDON E2

TELEPHONE: SHOREDITCH 4343 (20 lines)
TELEGRAMS: GALENBURYS LONDON E2

Dr Charles G. Zubrod,
Scientific Director for Chemotherapy,
National Institutes of Health,
Bethesda,
Maryland 20014.

'67

Dear Dr. Zubrod,

Agreement for Submitting Chemical
Compounds to the
Cancer Chemotherapy Program
National Cancer Institute

We submit herewith to you for your approval our understanding of the arrangements to be used as a guide in the confidential screening of our chemical compounds by the Cancer Chemotherapy Program. This agreement will serve as a basis for this company's voluntary co-operation with you in the field of cancer chemotherapy.

1. From time to time we may supply chemical compounds, patented or unpatented so that you may proceed to screen and test such products for possible chemotherapeutic value in cancer. These chemical compounds are to be used for screening and testing as anti-cancer, anti-bacterial, anti-viral, anti-fungal and radiation-protectant agents, in relation to cancer chemotherapy, and for no other purpose.

The chemical compounds will be screened by one or more of the following testing laboratories:

Arthur D. Little, Inc., Cambridge, Massachusetts

Battelle Memorial Institute, Columbus, Ohio

Hazleton Laboratories, Falls Church, Virginia

Illinois Institute of Technology Research Institute, Chicago, Illinois.

Southern Research Institute, Birmingham, Alabama

University of Miami, Miami, Florida.

Wisconsin Alumni Research Foundation, Madison, Wisconsin

or in any other testing laboratory which may from time to time be added to the program, but in any event will not be placed in the laboratories of, or in the laboratories owned or controlled by any company in the pharmaceutical and/or chemical industries without our permission.

2. In order to facilitate the records keeping and handling of confidential materials the following procedure will be carried out:

a. We shall forward to the Chemotherapy Program the chemical compounds to be tested together with a data sheet in duplicate for each chemical compound giving pertinent available data as to chemical constitution, solubility, toxicity, and any precautions which need to be followed in handling, storing and shipping.

b. The Chemotherapy Program will inform us which chemical compounds are new to their program and return the originals of the data sheets stamped with the accession numbers of the chemical compounds and retain the copies for your files. Duplicate chemical compounds will be returned to us upon our specific request.

c. It is clearly understood that no data about the chemical compounds and the results of the testing will be kept in files open to the public either by the Chemotherapy Program, the testing laboratories, or the data processing activities. Only those employees directly engaged in the operation of the

research and development work it has done and for any technical information it may furnish.

a. You, accordingly, agree that all rights in those chemical compounds in which we have a proprietary interest shall remain in our company. Subject, notwithstanding, to the proviso that, with respect only to those chemical compounds which have been determined by means of the various screening and testing processes to possess such significant cancer therapy potential to be scheduled for clinical trial by the Chemotherapy Program, the Government of the United States of America shall have a royalty-free, irrevocable, nonexclusive license under any patent which the company may have or obtain on such chemical compound or on a process for use of such chemical compound, to manufacture and/or use by or for the United States Government the invention(s) claimed by the patent(s) for medical research purposes related to or connected with the therapy of cancer. Any such license will be granted on condition that the United States Government will not assign or part with any of its rights under any such licence or grant sub-licences to any third party.

b. We agree that the publication of biological data on chemical compounds supplied by us is worthwhile and should be encouraged. Specifically:

(1) with regard to screening results on chemical compounds in which our Company has a proprietary interest, that you deem significant for the furtherance of cancer chemotherapy research, we agree that you may publish such results after a period of twelve month from the date of final reporting of screening and testing results to us. Publication of data within the twelve-month period requires our prior consent. For the purposes of this agreement, chemical compounds falling in this category are limited to those which the Chemotherapy Program has selected

Cancer Chemotherapy Program will have access to the files of information regarding source and nature of confidential materials and results of testing.

d. Whenever possible we will be given our choice of one of the above-listed laboratories, although at present we have no preference, and it is understood that the Chemotherapy Program reserves the right to send our chemical compounds to another testing laboratory for screening and testing for any of the purposes referred to in paragraph 1, if the need arises. It is furthermore understood that the contracts of the Chemotherapy Program with the testing laboratories will contain provision to safeguard the rights of our Company under this agreement.

e. In order that we may submit to you the chemical compounds in which we have a proprietary interest and on which we do not as yet have adequate patent protection we may, if we so desire, submit up to twenty percent of our chemical compounds under our code number only. We agree, in this event, to reveal to you the structures or identities of those coded chemical compounds which subsequently turn out to be positive in any one of your test systems, as gauged by whatever standards you have in existence at that time.

f. You shall return to us any of our chemical compounds which we may designate at any time before you have started actual screening and testing or within six months if the screening and testing have already started.

3. Though we recognize that the interchange of information is generally desirable in the field of cancer chemotherapy, it is our mutual understanding that our company, in voluntarily supplying a chemical compound hereunder, is entitled to protection for the

to pursue toward clinical trial, and the date of reporting is defined as the date on which you report to us the selection of the chemical compound as a clinical candidate.

(2) For all other chemical compounds, you may seek our consent periodically to publish screening data along with the available biological and physical data, and such consent shall not be unreasonably withheld.

(3) In no case will you publish information identifying us as the source of the chemical compound without our written approval.

c. As soon as tests are completed and reported to the Chemotherapy Program, we will receive from you a full report including all screening data. The chemical compounds scheduled for clinical trial, referred to hereinbefore, shall be designated by the Chemotherapy Program, and the before-mentioned report will specify the chemical compounds so selected. The Chemotherapy Program shall be consulted whenever our Company desires to include your screening data in a publication, and appropriate credit shall be given to the U.S. Public Health Service.

4. You agree to screen our chemical compounds against the appropriate screens for cancer chemotherapy. It is understood that the Company has no control over the Chemotherapy Program's use of the Chemical compounds submitted hereunder, and shall not be liable for any damages which may result from the Chemotherapy Program's use or testing of such chemical compounds.

5. It is understood that nothing contained in this Agreement shall prevent the Company from commercially exploiting in any part of the world any chemical compound submitted to you in accordance with this Agreement.

We are confident that this agreement will lay the basis for mutually satisfactory co-operation in the field of cancer chemotherapy research.

If you agree to the terms of the above letter we would appreciate your countersigning the attached duplicate of this agreement and returning it to us for our files.

For and on behalf of Allen & Hanburys Limited

Yours very truly,

Name.. R.D. Smart

Title. MANAGING DIRECTOR

For and on behalf of the
Department of Health, Education and Welfare

Scientific Director for Chemotherapy

Date

Dr. C. Gordon Zubrod
Scientific Director for Chemotherapy
National Cancer Institute
National Institutes of Health
Bethesda, Maryland 20014

Dear Dr. Zubrod:

RE: Agreement for Submitting Products to the Cancer Chemotherapy Program, National Cancer Institute

We submit herewith to you for your approval our understanding of the arrangements to be used as a guide in the confidential screening of our products by the Cancer Chemotherapy Program. This agreement will serve as a basis for this company's voluntary cooperation with you in the field of cancer chemotherapy.

1. From time to time we may supply products, patented or unpatented, so that you may proceed to screen and test such such products for possible chemotherapeutic value in cancer. These products are to be used for screening and testing as anti-cancer, and anti-bacterial, anti-viral, anti-fungal, and radiation-protectant agents, in relation to cancer chemotherapy, and for no other purpose.

   The products will be screened by one or more of the following testing laboratories:

   Arthur D. Little, Inc., Cambridge, Massachusetts
   Battelle Memorial Institute, Columbus, Ohio
   Hazleton Laboratories, Falls Church, Virginia
   Illinois Institute of Technology Research Institute, Chicago, Illinois
   Southern Research Institute, Birmingham, Alabama
   University of Miami, Miami, Florida
   Wisconsin Alumni Research Foundation, Madison, Wisconsin

   or in any other testing laboratory which may from time to time be added to the program but in any event will not be placed in the laboratories of any company in the pharmaceutical or chemical industries without our permission.

2. In order to facilitate the records keeping and handling of confidential materials, we propose the following procedure:

a. We shall forward to the Chemotherapy Program the products to be tested together with a data sheet in duplicate for each product, giving pertinent available data as to chemical constitution, solubility, toxicity, and any precautions which need to be followed in handling, storing and shipping.

b. The Chemotherapy Program will inform us which products are new to their program and return the originals of the data sheets stamped with the accession numbers of the products, retaining the copies for your files. Duplicate products will be returned to us upon our specific request.

c. It is clearly understood that no data about the products and the results of the testing will be kept in files open to the public either by the Chemotherapy Program, the testing laboratories, or the data processing activities. Only those employees directly engaged in the operation of the Cancer Chemotherapy Program will have access to the files of information regarding source and nature of confidential materials and results of testing.

d. Whenever possible we will be given our choice of one of the above-listed laboratories, although at present we have no preference; and it is understood that the Chemotherapy Program reserves the right to send our products to another screening contractor if the need arises. It is furthermore understood that the contracts of the Chemotherapy Program with the testing laboratories will contain provision to safeguard the rights of our Company under this agreement.

e. In order that we may submit to you products in which we have a proprietary interest and on which we do not as yet have adequate patent protection we may, if we so desire, submit up to twenty percent of our products under our code number only. We agree, in this event, to reveal to you the structures or identities of those coded products which subsequently turn out to be positive in any one of your test systems, as judged by whatever standards you have in existence at that time.

f. You shall return to us any of our products which we may designate at any time before you have started actual screening and testing or within six months if the screening and testing have already started.

3. Though we recognize that the interchange of information is generally desirable in the field of cancer chemotherapy, it is our mutual understanding that our company, in voluntarily supplying a product hereunder, is entitled to protection for the research and development work it has done and for any technical information it may furnish.

a. You, accordingly, agree that all rights in those compounds or products in which we have a proprietary interest shall remain in our company. Subject, notwithstanding, to the proviso that, with respect only to those drugs which have been determined by means of the various screening and testing processes to possess such significant cancer therapy potential to be scheduled for clinical trial by the Chemotherapy Program, the Government shall have a royalty-free, irrevocable, nonexclusive license under any patent which the company may have or obtain on such compound or product or on a process for use of such compound or product, to manufacture and/or use by or for the Government the invention(s) claimed by the patent(s) only for medical research purposes related to or connected with the therapy of cancer.

b. We agree that the publication of biological data on products supplied by us is worthwhile and shall be encouraged. Specifically:

(1) With regard to screening results on compounds in which our Company has a proprietary interest, that you deem significant for the furtherance of cancer chemotherapy research, we agree that you may publish such results after a period of twelve months from the date of final reporting of screening and testing results to us. Publication of data within the twelve-month period requires our prior consent. For the purposes of this agreement, compounds falling in this category are limited to those which the Chemotherapy Program has selected to pursue toward clinical trial; and the date of reporting is defined as the date on which you report to us the selection of the compound as a clinical candidate.

(2) For all other compounds, you may seek our consent periodically to publish screening data along with the available biological and physical data; and such consent shall not be unreasonably withheld.

(3) In no case will you publish information identifying us as the source of the compound without our written approval.

c. As soon as tests are completed and reported to the Chemotherapy Program, we will receive from you a full report including all screening data. The drugs scheduled for clinical trial, referred to hereinbefore, shall be designated by the Chemotherapy Program, and the beforementioned report will specify the compounds so selected. The Chemotherapy Program shall be consulted whenever our Company desires to include your screening data in a publication, and appropriate credit shall be given to the U. S. Public Health Service.

4. You agree to screen our products against the appropriate screens for cancer chemotherapy. It is understood that the Company has no control over the Chemotherapy Program's use of the products submitted hereunder and shall not be liable for any damages which may result from the Chemotherapy Program's use or testing of such products.

We are confident that this agreement will lay the basis for mutually satisfactory cooperation in the field of cancer chemotherapy research. If you agree to the above, we would appreciate your countersigning the attached duplicate of this agreement and returning it to us for our files.

Yours very truly,

_____
Name

_____
Title

_____
Company

_____
Scientific Director for Chemotherapy

_____
Date

J. Put in Regs

Dr. C. Gordon Zubrod
Scientific Director for Chemotherapy
National Cancer Institute
National Institutes of Health
Bethesda, Maryland 20014

Dear Dr. Zubrod:

RE: Agreement for Submitting Products to the Cancer Chemotherapy Program, National Cancer Institute

We submit herewith to you for your approval our understanding of the arrangements to be used as a guide in the confidential screening of our products by the Cancer Chemotherapy Program. This agreement will serve as a basis for this company's voluntary cooperation with you in the field of cancer chemotherapy.

1. From time to time we may supply products, patented or unpatented, so that you may proceed to screen and test such such products for possible chemotherapeutic value in cancer. These products are to be used for screening and testing as anti-cancer, and anti-bacterial, anti-viral, anti-fungal, and radiation-protectant agents, in relation to cancer chemotherapy, and for no other purpose.

   The products will be screened by one or more of the following testing laboratories:

   Arthur D. Little, Inc., Cambridge, Massachusetts
   Battelle Memorial Institute, Columbus, Ohio
   Hazleton Laboratories, Falls Church, Virginia
   Illinois Institute of Technology Research Institute, Chicago, Illinois
   Southern Research Institute, Birmingham, Alabama
   University of Miami, Miami, Florida
   Wisconsin Alumni Research Foundation, Madison, Wisconsin

   or in any other testing laboratory which may from time to time be added to the program but in any event will not be placed in the laboratories of any company in the pharmaceutical or chemical industries without our permission.

2. In order to facilitate the records keeping and handling of confidential materials, we propose the following procedure:

a. We shall forward to the Chemotherapy Program the products to be tested together with a data sheet in duplicate for each product, giving pertinent available data as to chemical constitution, solubility, toxicity, and any precautions which need to be followed in handling, storing and shipping.

b. The Chemotherapy Program will inform us which products are new to their program and return the originals of the data sheets stamped with the accession numbers of the products, retaining the copies for your files. Duplicate products will be returned to us upon our specific request.

c. It is clearly understood that no data about the products and the results of the testing will be kept in files open to the public either by the Chemotherapy Program, the testing laboratories, or the data processing activities. Only those employees directly engaged in the operation of the Cancer Chemotherapy Program will have access to the files of information regarding source and nature of confidential materials and results of testing.

d. Whenever possible we will be given our choice of one of the above-listed laboratories, although at present we have no preference; and it is understood that the Chemotherapy Program reserves the right to send our products to another screening contractor if the need arises. It is furthermore understood that the contracts of the Chemotherapy Program with the testing laboratories will contain provision to safeguard the rights of our Company under this agreement.

e. In order that we may submit to you products in which we have a proprietary interest and on which we do not as yet have adequate patent protection we may, if we so desire, submit up to twenty percent of our products under our code number only. We agree, in this event, to reveal to you the structures or identities of those coded products which subsequently turn out to be positive in any one of your test systems, as judged by whatever standards you have in existence at that time.

f. You shall return to us any of our products which we may designate at any time before you have started actual screening and testing or within six months if the screening and testing have already started.

3. Though we recognize that the interchange of information is generally desirable in the field of cancer chemotherapy, it is our mutual understanding that our company, in voluntarily supplying a product hereunder, is entitled to protection for the research and development work it has done and for any technical information it may furnish.

a. You, accordingly, agree that all rights in those compounds or products in which we have a proprietary interest shall remain in our company. Subject, notwithstanding, to the proviso that, with respect only to those drugs which have been determined by means of the various screening and testing processes to possess such significant cancer therapy potential to be scheduled for clinical trial by the Chemotherapy Program, the Government shall have a royalty-free, irrevocable, nonexclusive license under any patent which the company may have or obtain on such compound or product or on a process for use of such compound or product, to manufacture and/or use by or for the Government the invention(s) claimed by the patent(s) only for medical research purposes related to or connected with the therapy of cancer.

b. We agree that the publication of biological data on products supplied by us is worthwhile and shall be encouraged. Specifically:

(1) With regard to screening results on compounds in which our Company has a proprietary interest, that you deem significant for the furtherance of cancer chemotherapy research, we agree that you may publish such results after a period of twelve months from the date of final reporting of screening and testing results to us. Publication of data within the twelve-month period requires our prior consent. For the purposes of this agreement, compounds falling in this category are limited to those which the Chemotherapy Program has selected to pursue toward clinical trial; and the date of reporting is defined as the date on which you report to us the selection of the compound as a clinical candidate.

(2) For all other compounds, you may seek our consent periodically to publish screening data along with the available biological and physical data; and such consent shall not be unreasonably withheld.

(3) In no case will you publish information identifying us as the source of the compound without our written approval.

c. As soon as tests are completed and reported to the Chemotherapy Program, we will receive from you a full report including all screening data. The drugs scheduled for clinical trial, referred to hereinbefore, shall be designated by the Chemotherapy Program, and the beforementioned report will specify the compounds so selected. The Chemotherapy Program shall be consulted whenever our Company desires to include your screening data in a publication, and appropriate credit shall be given to the U. S. Public Health Service.

4. You agree to screen our products against the appropriate screens for cancer chemotherapy. It is understood that the Company has no control over the Chemotherapy Program's use of the products submitted hereunder and shall not be liable for any damages which may result from the Chemotherapy Program's use or testing of such products.

We are confident that this agreement will lay the basis for mutually satisfactory cooperation in the field of cancer chemotherapy research. If you agree to the above, we would appreciate your countersigning the attached duplicate of this agreement and returning it to us for our files.

Yours very truly,

_____
Name

_____
Title

_____
Company

_____
Scientific Director for Chemotherapy

_____
Date

ALLEN & HANBURYS LTD

Makers of Fine Pharmaceuticals Since 1715

BETHNAL GREEN LONDON E2

TELEPHONE: SHOREDITCH 4343 (20 lines)
TELEGRAMS: GREENBURYS LONDON E2

Our ref: PCW/RG

Dr. Charles G. Zubrod,
Scientific Director for Chemotherapy,
National Institutes of Health,
Bethesda,
Maryland 20014.

31st July 1967

Dear Dr. Zubrod,

I am enclosing duplicate letters of agreement covering the submission of chemical compounds to the Cancer Chemotherapy of the National Cancer Institute signed on behalf of this Company by our Managing Director, Mr. R. D. Smart, and will be grateful if you will kindly sign the copy bearing the 6d. stamp and return it to me as an indication of your organisations acceptance of these terms.

Yours sincerely,

P. C. White.

A L E N & H A N B U R Y S LTD

Makers of Fine Pharmaceuticals Since 1715

BETHNAL GREEN, LONDON E2

TELEPHONE: SHOREDITCH 4343 (20 lines)
TELEGRAMS: GREENBURYS, LONDON E2

Dr. Charles G. Zubrod,
Scientific Director for Chemotherapy,
National Institutes of Health,
Bethesda,
Maryland 20014.

Dear Dr. Zubrod,

Agreement for Submitting Chemical
Compounds to the
Cancer Chemotherapy Program
National Cancer Institute

We submit herewith to you for your approval our understanding of the arrangements to be used as a guide in the confidential screening of our chemical compounds by the Cancer Chemotherapy Program. This agreement will serve as a basis for this company's voluntary co-operation with you in the field of cancer chemotherapy.

1. From time to time we may supply chemical compounds, patented or unpatented so that you may proceed to screen and test such products for possible chemotherapeutic value in cancer. These chemical compounds are to be used for screening and testing as anti-cancer, anti-bacterial, anti-viral, anti-fungal and radiation-protectant agents, in relation to cancer chemotherapy, and for no other purpose.

The chemical compounds will be screened by one or more of the following testing laboratories:

Arthur D. Little, Inc., Cambridge, Massachusetts

Battelle Memorial Institute, Columbus, Ohio

Hazleton Laboratories, Falls Church, Virginia

Illinois Institute of Technology Research Institute, Chicago, Illinois.

Southern Research Institute, Birmingham, Alabama

University of Miami, Miami, Florida.

Wisconsin Alumni Research Foundation, Madison, Wisconsin

or in any other testing laboratory which may from time to time be added to the program, but in any event will not be placed in the laboratories of, or in the laboratories owned or controlled by any company in the pharmaceutical and/or chemical industries without our permission.

2. In order to facilitate the records keeping and handling of confidential materials the following procedure will be carried out:

a. We shall forward to the Chemotherapy Program the chemical compounds to be tested together with a data sheet in duplicate for each chemical compound giving pertinent available data as to chemical constitution, solubility, toxicity, and any precautions which need to be followed in handling, storing and shipping.

b. The Chemotherapy Program will inform us which chemical compounds are new to their program and return the originals of the data sheets stamped with the accession numbers of the chemical compounds and retain the copies for your files. Duplicate chemical compounds will be returned to us upon our specific request.

c. It is clearly understood that no data about the chemical compounds and the results of the testing will be kept in files open to the public either by the Chemotherapy Program, the testing laboratories, or the data processing activities. Only those employees directly engaged in the operation of the

Cancer Chemotherapy Program will have access to the files of information regarding source and nature of confidential materials and results of testing.

d. Whenever possible we will be given our choice of one of the above-listed laboratories, although at present we have no preference, and it is understood that the Chemotherapy Program reserves the right to send our chemical compounds to another testing laboratory for screening and testing for any of the purposes referred to in paragraph 1, if the need arises. It is furthermore understood that the contracts of the Chemotherapy Program with the testing laboratories will contain provision to safeguard the rights of our Company under this agreement.

e. In order that we may submit to you the chemical compounds in which we have a proprietary interest and on which we do not as yet have adequate patent protection we may, if we so desire, submit up to twenty percent of our chemical compounds under our code number only. We agree, in this event, to reveal to you the structures or identities of those coded chemical compounds which subsequently turn out to be positive in any one of your test systems, as judged by whatever standards you have in existence at that time.

f. You shall return to us any of our chemical compounds which we may designate at any time before you have started actual screening and testing or within six months if the screening and testing have already started.

3. Though we recognize that the interchange of information is generally desirable in the field of cancer chemotherapy, it is our mutual understanding that our company, in voluntarily supplying a chemical compound hereunder, is entitled to protection for the

research and development work it has done and for any technical information it may furnish.

a. You, accordingly, agree that all rights in those chemical compounds in which we have a propretary interest shall remain in our company. Subject, notwithstanding, to the proviso that, with respect only to those chemical compounds which have been determined by means of the various screening and testing processes to possess such significant cancer therapy potential to be scheduled for clinical trial by the Chemotherapy Program, the Government of the United States of America shall have a royalty-free, irrevocable, nonexclusive license under any patent which the company may have or obtain on such chemical compound or on a process for use of such chemical compound, to manufacture and/or use by or for the United States Government the invention(s) claimed by the patent(s) for medical research purposes related to or connected with the therapy of cancer. Any such licence will be granted on condition that the United States Government will not assign or part with any of its rights under any such licence or grant sub-licences to any third party.

b. We agree that the publication of biological data on chemical compounds supplied by us is worthwhile and should be encouraged. Specifically:

(1) With regard to screening results on chemical compounds in which our Company has a proprietary interest, that you deem significant for the furtherance of cancer chemotherapy research, we agree that you may publish such results after a period of twelve months from the date of final reporting of screening and testing results to us. Publication of data within the twelve-month period requires our prior consent. For the purposes of this agreement, chemical compounds falling in this category are limited to those which the Chemotherapy Program has selected

to pursue toward clinical trial, and the date of reporting is defined as the date on which you report to us the selection of the chemical compound as a clinical candidate.

(2) For all other chemical compounds, you may seek our consent periodically to publish screening data along with the available biological and physical data, and such consent shall not be unreasonably withheld.

(3) In no case will you publish information identifying us as the source of the chemical compound without our written approval.

c. As soon as tests are completed and reported to the Chemotherapy Program, we will receive from you a full report including all screening data. The chemical compounds scheduled for clinical trial, referred to hereinbefore, shall be designated by the Chemotherapy Program, and the before-mentioned report will specify the chemical compounds so selected. The Chemotherapy Program shall be consulted whenever our Company desires to include your screening data in a publication, and appropriate credit shall be given to the U.S. Public Health Service.

4. You agree to screen our chemical compounds against the appropriate screens for cancer chemotherapy. It is understood that the Company has no control over the Chemotherapy Program's use of the Chemical compounds submitted hereunder, and shall not be liable for any damages which may result from the Chemotherapy Program's use or testing of such chemical compounds.

5. It is understood that nothing contained in this Agreement shall prevent the Company from commercially exploiting in any part of the world any chemical compound submitted to you in accordance with this Agreement.

We are confident that this agreement will lay the basis for mutually satisfactory co-operation in the field of cancer chemotherapy research.

If you agree to the terms of the above letter we would appreciate your countersigning the attached duplicate of this agreement and returning it to us for our files.

For and on behalf of Allen & Hanburys Limited

Yours very truly,

Name.. R. D. Smart

Title. MANAGING DIRECTOR

For and on behalf of the
Department of Health, Education and Welfare

Scientific Director for Chemotherapy

Date

Dr. C. Gordon Zubrod
Director, Division of Cancer Treatment, NCI
National Cancer Institute
National Institutes of Health
Bethesda, Maryland 20014

Dear Dr. Zubrod:

RE: Agreement for Submitting Products to the Cancer Chemotherapy Program, National Cancer Institute

We submit herewith to you for your approval our understanding of the arrangements to be used as a guide in the confidential screening of our products by the Cancer Chemotherapy Program. This agreement will serve as a basis for this company's voluntary cooperation with you in the field of cancer chemotherapy.

1. From time to time we may supply products, patented or unpatented, so that you may proceed to screen and test such products for possible chemotherapeutic value in cancer. These products are to be used for screening and testing as anti-cancer, and anti-bacterial, anti-viral, anti-fungal, and radiation-protectant agents, in relation to cancer chemotherapy, and for no other purpose.

   The products will be screened by one or more of the following testing laboratories:

   Arthur D. Little, Inc., Cambridge, Massachusetts
   Battelle-Columbus Laboratories, Columbus, Ohio
   Hazleton Laboratories, Falls Church, Virginia
   Illinois Institute of Technology Research Institute, Chicago, Illinois
   Mason Research Laboratories, Worcester, Massachusetts
   Microbiological Associates, Inc., Bethesda, Maryland
   Southern Research Institute, Birmingham, Alabama
   University of Miami, Miami, Florida
   Wisconsin Alumni Research Foundation, Madison, Wisconsin

   or in any other testing laboratory which may from time to time be added to the Program but in any event will not be placed in the laboratories of any company in the pharmaceutical or chemical industries without our permission.

2. In order to facilitate the records keeping and handling of confidential materials, we propose the following procedure:

a. We shall forward to the Chemotherapy Program the products to be tested together with a data sheet in duplicate for each product, giving pertinent available data as to chemical constitution, solubility, toxicity, and any precautions which need to be followed in handling, storing and shipping.

b. The Chemotherapy Program will inform us which products are new to their program and will return the originals of the data sheets stamped with the accession numbers of the products, retaining the copies for your files. Duplicate products will be returned to us upon our specific request.

c. It is clearly understood that no data about the products and the results of the testing will be kept in files open to the public either by the Chemotherapy Program, the testing laboratories, or the data processing activities. Only those employees directly engaged in the operation of the Cancer Chemotherapy Program will have access to the files of information regarding source and nature of confidential materials and results of testing.

d. Whenever possible we will be given our choice of one of the above-listed laboratories, although at present we have no preference; and it is understood that the Chemotherapy Program reserves the right to send our products to another screening contractor if the need arises. It is furthermore understood that the contracts of the Chemotherapy Program with the testing laboratories will contain provision to safeguard the rights of our Company under this agreement.

e. In order that we may submit to you products in which we have a proprietary interest and on which we do not as yet have adequate patent protection we may, if we so desire, submit up to twenty percent of our products under our code number only. We agree, in this event, to reveal to you the structures or identities of those coded products which subsequently turn out to be positive in any one of your test systems, as judged by whatever standards you have in existence at that time.

f. You shall return to us any of our products which we may designate at any time before you have started actual screening and testing or within six months if the screening and testing have already started.

3. Though we recognize that the interchange of information is generally desirable in the field of cancer chemotherapy, it is our mutual understanding that our company, in voluntarily supplying a product hereunder, is entitled to protection for the research and development work it has done and for any technical information it may furnish.

a. You, accordingly, agree that all rights in those compounds or products in which we have a proprietary interest shall remain in our company. Subject, notwithstanding, to the proviso that, with respect only to those drugs which have been determined by means of the various screening and testing processes to possess such significant cancer therapy potential to be scheduled for clinical trial by the Chemotherapy Program, the Government shall have a royalty-free, irrevocable, nonexclusive license under any patent which the company may have or obtain on such compound or product or on a process for use of such compound or product, to manufacture and/or use by or for the Government the invention(s) claimed by the patent(s) only for medical research purposes related to or connected with the therapy of cancer.

b. We agree that the publication of biological data on products supplied by us is worthwhile and shall be encouraged. Specifically:

(1) With regard to screening results on compounds in which our Company has a proprietary interest, that you deem significant for the furtherance of cancer chemotherapy research, we agree that you may publish such results after a period of twelve months from the date of final reporting of screening and testing results to us. Publication of data within the twelve-month period requires our prior consent. For the purposes of this agreement, compounds falling in this category are limited to those which the Chemotherapy Program has selected to pursue toward clinical trial; and the date of reporting is defined as the date on which you report to us the selection of the compound as a clinical candidate.

(2) For all other compounds, you may ask our consent periodically to publish screening data along with the available biological and physical data; and such consent shall not be unreasonably withheld.

(3) In no case will you publish information identifying us as the source of the compound without our written approval.

c. As soon as tests are completed and reported to the Chemotherapy Program, we will receive from you a full report including all screening data. The drugs scheduled for clinical trial, referred to hereinbefore, shall be designated by the Chemotherapy Program, and the beforementioned report will specify the compounds so selected. The Chemotherapy Program shall be consulted whenever our Company desires to include your screening data in a publication, and appropriate credit shall be given to the U. S. Public Health Service.

4. You agree to screen our products against the appropriate screens for cancer chemotherapy. It is understood that the Company has no control over the Chemotherapy Program's use of the products submitted hereunder and shall not be liable for any damages which may result from the Chemotherapy Program's use or testing of such products.

We are confident that this agreement will lay the basis for mutually satisfactory cooperation in the field of cancer chemotherapy research. If you agree to the above, we would appreciate your countersigning the attached duplicate of this agreement and returning it to us for our files.

Yours very truly,

_____
Name (Signature)

_____
Name (Print)

_____
Title

_____
Company

_____
Address

_____ _____
Director, Division of Cancer Treatment, NCI — Date

_____
Date