



Knight Spores - Ayerst Laboratories Letter Agreement

Exclusivity

Exclusive license until January 1, 1965 providing Ayerst has product in the market before January 1, 1963.

Royalty

To be agreed upon at time license agreement is entered into.

Performance Provision

To be agreed upon at time license agreement is entered into.

Other Terms

Ayerst will promptly undertake a development program.

Ayerst will report results of studies in writing at least every 90 days.

Knight Flavoring Composition - Dairyland Food Laboratories, Inc.
Letter Agreement

Exclusivity

Exclusive until July 1, 1964 and non-exclusive thereafter.

Royalty

To be agreed upon at time license agreement is entered into.

Performance Provision

To be agreed upon at time license agreement is entered into.

Other Terms

Dairyland shall promptly initiate a program to develop economical processes for manufacturing marketable products.

Dairyland shall report results of development work at least every 90 days.

Dairyland shall enter into a license agreement before marketing products.

Wurster Coating Process - Letter Agreements -
G. D. Searle & Co.
Mead Johnson & Co.
The Upjohn Co.
Hoffmann-LaRoche, Inc.

Exclusivity

Non-exclusive

Royalty

Minimum annual royalty of \$5,000

Performance Provision

Other Terms

Agrees to continue development work on own products in own laboratories.
Agrees to furnish quarterly reports relating to progress.

Settled
Javid - Urevert - ~~Baxter Laboratories, Inc. License Agreement~~

Exclusivity

Exclusive for 6 years from date of issue of the pertinent patent and nonexclusive thereafter. - U.S.

OK
~~Foreign - exclusive in Canada, France, Belgium, Great Britain, South Africa, Venezuela, Colombia, Cuba~~

Royalty

5% of net sales. Royalty shall not be less than \$3,000 during 1959; \$4,000 during 1960, 1961, 1962; \$5,000 during 1963 and continuing during the life of the agreement.

Performance Provision

Other Terms

Product must be approved by Foundation.

Foundation shall have right to inspect manufacturing processes and equipment and test samples of compositions.

Foundation shall have right to inspect books and records.

Foundation shall have right to review and approve labels, price lists, promotional literature, research and manufacturing reports, etc.

Patented articles must be marked with Foundation legend and revised when patents issue etc.

Foundation shall have right to approve advertising and advertisements shall appear only in drug trade and/or medical publications.

Fitzgerald Apparatus - Atlantic Research Corporation License Agreement

Exclusivity

Exclusive in the United States, its territories and possessions and in Canada; nonexclusive in all other foreign countries.

Royalty

5% of net sales on first five apparatuses manufactured; 10% of net sales on apparatuses sold thereafter. Royalty shall not be less than \$1,000 per calendar year.

Performance Provision

Atlantic agrees to use its best efforts to foster, promote, and develop the use of the apparatuses and to encourage their sale and at all times to meet reasonable demands made therefore upon it.

Other Terms

cross the number
Apparatuses must meet specifications of performance and workmanship. Foundation shall have reasonable access to laboratories and manufacturing plants.

Foundation must be advised of costs of manufacture and selling prices and receive copies of research and development reports, invention disclosures, patent applications, sales brochures, etc.

Apparatuses must be marked with Foundation legend and revised when patents issue, etc.

Atlantic shall not without the approval of the Foundation circulate any advertising material relating to Licensed Inventions, patentees, University of Wis., or the Foundation.

Knight Fungicide - Ayerst Laboratories License Agreement

Exclusivity

6 years
Except for a license to the G. F. Harvey Company, the license shall be exclusive throughout the world ~~until September 1, 1962~~, and shall remain exclusive in the ethical field after January 1, 1959, in the proprietary field after January 1, 1960, in the veterinary field after January 1, 1960, only so long as American Home shall continue to conduct a national marketing program in the United States in these fields.

Royalty

5% of net sales.

Performance Provision

American Home agrees to use its best efforts to foster, promote and develop the use of the fungicides and to encourage their sale and at all times to supply reasonable demands made therefor upon it.

Other Terms

Products must be approved by Foundation.

Foundation shall have right to inspect manufacturing processes and equipment and test samples of the products.

Foundation shall have right to inspect books and records.

Foundation shall have right to review and approve labels, price lists, advertising, etc.

Patented articles must be marked with Foundation legend and revised when patents issue, etc.

Knight Fungicide - G. F. Harvey Co. License Agreement

Exclusivity

Non-exclusive

Royalty

5% of net sales. Royalties shall not be less than \$1,000 per calendar year.

Performance Provision

Harvey agrees to use its best efforts to foster, promote and develop the use of the fungicides and to encourage their sale and at all times to supply reasonable demands made therefore upon it.

Other Terms

Products must be approved by Foundation.

Foundation shall have right to inspect manufacturing processes and equipment and test samples of the products.

Foundation shall have right to inspect books and records.

Foundation shall have right to review and approve labels, price lists, advertising, etc.

Harvey shall advertise licensed products only in those publications which primarily serve the drug trade and/or the medical profession.

Patented articles must be marked with Foundation legend and revised when patents issue, etc.

Heidelberger - Hoffmann-LaRoche, Inc. and American Cancer Society
License Agreement

Exclusivity

two years after first commercial sale of product

~~Foundation exclusive agent for ACS, until~~ — with provision for renewal.

Roche has exclusive foreign rights.

Roche has exclusive U.S. rights for two years after first commercial sale of product or ~~two years after first sale of product~~

patent that is in force during sales and

Royalty

5% of net sales. Foreign - 2½% of net sales.

Performance Provision

Roche will use its best efforts to retain Dr. Duschinsky in its employ and to make his services, and those of other personnel in its employ, available for joint research activities with Dr. Heidelberger within the Field of Cooperation. In addition, Roche will make its research facilities available for such activities.

Other Terms

Foundation shall have approval of advertising materials.

V-10 Protein - Special Foods Company License Agreement

Exclusivity

Exclusive, ~~if I have the right to sell this product~~

Royalty

11% of total sales, \$5,000 per calendar year.

Performance Provision

Special Foods agrees to use its best efforts to foster, promote and develop the use of the protein concentrate and to encourage its sale and to at all times supply reasonable demands for products made therefrom upon it.

Other Terms

Foundation shall have right to inspect books and records. Foundation shall have right to review and approve labels, price lists, promotional literature, research and manufacturing reports, etc. Patented articles must be marked with Foundation legend and revised when patents issue, etc. Foundation shall have right to inspect manufacturing processes, etc. Products must be approved by Foundation.

Contract
order will be made under
at least 25% profit on every order
Contract subject to approval
approval
accidents claim, returned +
no work removal, subject to order

Cransweets - Cranberry Products, Inc. License Agreement

Exclusivity

Exclusive

~~1 year~~
2 1/2 years (see amendment)

Royalty

4 % of net sales ~~over 2,000,000 lbs.~~

6% of net sales ~~under 2,000,000 lbs.~~

Performance Provision

^{Licensee}
Cranberry Products agrees to use its best efforts to foster, promote, and develop the use of the processed cranberries and to encourage their sale and to at all times supply reasonable demands for products made therefore upon it.

~~Other Terms~~

~~Foundation must approve Product~~ ^{and manufacturing}
~~Foundation shall have right to inspect manufacturing, packaging and storage facilities, etc.~~
~~Foundation shall have right to inspect books and records.~~
~~Foundation shall have right to review and approve labels, price lists, literature, research and manufacturing reports, etc.~~
~~Patented articles must be marked with Foundation legend and revised when patents issue, etc.~~
~~Advertising must be approved by Foundation.~~

C O I .

Wangpan Boden

non-inclusive

royalty

~~about 5.5% of net sale~~

~~rate of 2.5% to be paid~~

~~to give the amount~~

~~amount in about 27%~~

~~of sales to~~

7.5% of sales

to be supplied with

chemical

preparing
new parts

control

products used in

system

10

run - success

regard

5% of net sales

program

net sales

under

product - net sales

Warpage

Non-Exclusive

$\frac{30}{20}$

Royalty
based on
1.5% of selling price of identical
inventions sold by licensee
to formulators of the put and
related units (the licensee
to about 31% of selling price
of the entire chemical market
and at the rate of 250 $\frac{100}{100}$ parts
of million in financial units)

performance
must meet need of
to supply demand

each

products must be
approved by all parties

Foundation
~~Herb Pump - Consolidated Vacuum Corporation License Agreement~~
~~Exclusivity~~

~~Exclusive~~

17 years of life of first patent

~~Royalty~~

~~Rate~~

5% of net sales. Minimum royalty of \$5,000 per calendar year.

~~Performance Provision~~

Requirement

Consolidated agrees to use its best efforts to foster, promote and develop the use of Herb pumps and to encourage their sale and at all times to meet reasonable demands made therefore upon it.

must spend \$5,000 per year in developing invention during first three years; \$5,000 per year minimum royalty thereafter

~~Other Terms~~

Foundation shall have right to inspect books and records.

Foundation shall have reasonable access to laboratories and manufacturing plants.

Consolidated agrees to mark patented articles with foundation legend and revised legend when patents issue, etc.

Advertising and public relations materials must be approved by Foundation.

Suppliers obliged to protect the public interest