

MERCK & CO., INC.

MERCK SHARP & DOHME RESEARCH LABORATORIES DIVISION

RAHWAY, NEW JERSEY 07065

*Discussion already in
March*

June 8, 1967

Dr. Robert West
Department of Chemistry
The University of Wisconsin
Madison, Wisconsin 53706

Dear Doctor West:

My associates and I are very pleased by your interest in offering us some of your compounds for study in our biological laboratories. In confirmation of our discussion may I note the following points summarizing in general terms the nature of the working arrangement that we propose.

As the first step, you will send us a list of those of your compounds that you wish to offer us for biological testing. In general, these compounds may be new, or may have been published or reported previously. An exception will be that for the present we will not ordinarily take samples of compounds prepared with NIH support until one year after they have been published, or reported in a student thesis. We agree to comply with the present requirements of the NIH with regard to receiving samples from you for testing.

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We will review the list of compounds which you offer us, and will select from it compounds for testing. In each case we will also select the biochemical and biological assays that we feel are appropriate, depending on the structure of the compound and the amount of sample available. We normally will not ask for compounds that we already have in our collection or under study or, in some cases, close relatives of such compounds, nor will we ask for a compound unless we expect to give it reasonably broad screening. Within nine months of the receipt of any compound, we will give you a summary of the results of whatever tests we have carried out on it, and will let you know at that time whether or not we have any further interest in the compound.

In case any new and striking biological activity is observed, we would expect to work out with you a mutually satisfactory agreement for further chemical exploration of the lead either in your laboratories or ours or as a joint project.

Each of us will keep confidential any novel information and data received from the other party under this agreement, except that the test results which we will report to you may be made public by you and the University in any manner you deem desirable. For our information only, we would appreciate a reasonable opportunity prior to publication to review any manuscripts containing data that we have furnished to you.

Dr. Robert West

June 8, 1967

If Merck should wish to make commercial use of any invention arising from this testing program, we will arrange for suitable compensation to you and the University. We would expect that any such invention would be the subject of a patent obtained or applied for either by us or the University. If we should require a patent license from the University, we would intend that it be royalty-bearing and exclusive at least for a time. In those situations where a joint invention is involved or where the invention belongs wholly to us, we would undertake to assure participation by the University (and you) in the financial rewards resulting from our commercial use of the invention.

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is it*

If this arrangement is satisfactory, will you and the appropriate official of the University please sign and date both copies of this letter and return one copy to me.

Yours very truly,

MERCK & CO., Inc.

Norman G. Brink

Norman G. Brink
Director of University Relations

WGB:MSO

ACCEPTED: THE UNIVERSITY OF WISCONSIN

By *Robert C. West*

Date *June 16, 1967*

By _____

Date _____