Please send two signed copies of the following agreement to:

Mail Address:

Drug Synthesis & Chemistry Branch
National Cancer Institute
Executive Plaza North, Suite 8029
6130 Executive Boulevard
Bethesda, MD 20892-7448

Express Mail and Courier Address:

Drug Synthesis & Chemistry Branch
National Cancer Institute
Executive Plaza North, Suite 8029
6130 Executive Boulevard
Rockville, MD 20852

Director
Division of Cancer Treatment and Diagnosis
National Cancer Institute
National Institutes of Health
Bethesda, Maryland 20892

Dear Sir:

RE: Agreement for Submitting Products to the Division of Cancer Treatment and Diagnosis, 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 Division of Cancer Treatment and Diagnosis. 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 radiation-protectant agents, and radiosensitizers, in relation to cancer chemotherapy, and for no other purpose.

   The products will be screened by one or more of the National Cancer Institute's contract testing laboratories, 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 Division of Cancer Treatment and Diagnosis the products to be tested together with a data sheet 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. **In the event the products submitted are in the form of plated libraries, we may choose to forward information pertinent to the library as a whole rather than to individual compounds contained in the library.**

   b. The Division of Cancer Treatment and Diagnosis will inform us which products are new to their program and will provide us with a record of the accession numbers of the products, retaining the data sheets for your files. Duplicate products will be returned to us upon our specific request. **Accession numbers will be assigned at the plate level for the submission of libraries.**

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 Division of Cancer Treatment and Diagnosis, the testing laboratories, or the data processing activities. Only those employees directly engaged in the operation of the Division of Cancer Treatment and Diagnosis 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 the National Cancer Institute's contract testing laboratories, although at present we have no preference; and it is understood that the Division of Cancer Treatment and Diagnosis reserves the right to send our products to another screening contractor if the need arises. It is furthermore understood that the contracts of the Division of Cancer Treatment and Diagnosis 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 five (5) 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. **The submission of plated libraries will require only the revelation of scaffold structures.**

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 Division of Cancer Treatment and Diagnosis, 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 Division of Cancer Treatment and Diagnosis 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 Division of Cancer Treatment and Diagnosis, 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 Division of Cancer Treatment and Diagnosis, and the beforementioned report will specify the compounds so selected. The Division of Cancer Treatment and Diagnosis 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 Division of Cancer Treatment and Diagnosis's use of the products submitted hereunder and shall not be liable for any damages which may result from the Division of Cancer Treatment and Diagnosis'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,

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Name (Signature)

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Name (Print)

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(Title)

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(Company)

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_____

(Address)

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(Date)

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Director

Division of Cancer Treatment and Diagnosis, NCI

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(Date)