LETTER OF COLLECTION

Agreement Between
[Source Country Organization, SCO]
and the
Developmental Therapeutics Program
Division of Cancer Treatment and Diagnosis
National Cancer Institute

The Developmental Therapeutics Program (DTP), Division of Cancer Treatment and Diagnosis ("DCTD"), National Cancer Institute (NCI) is currently investigating plants, micro-organisms, and marine macro-organisms as potential sources of novel anticancer drugs. The DTP is the drug discovery program of the NCI which is an Institute of the National Institutes of Health (NIH), an arm of the Department of Health and Human Services (DHHS) of the United States Government. While investigating the potential of natural products in drug discovery and development, NCI wishes to promote the conservation and sustainable utility of biological diversity, and recognizes the need to compensate [Source Country, SC] organizations and peoples in the event of commercialization of a drug developed from an organism collected within their country's borders.

As part of the drug discovery program, DTP has contracts with various organizations for the collection of plants, micro-organisms and marine macro-organisms worldwide. DTP has an interest in investigating plants, micro-organisms and marine macro-organisms from [Source Country], and wishes to collaborate with the [Source Country Government (SCG) or Source Country Organization(s) (SCO)] as appropriate in this investigation. The collection of plants, micro-organisms and marine macro-organisms will be within the framework of the collection contract between the NCI and the NCI Contractor [Contractor] which will collaborate with the appropriate agency in the [SCG or SCO]. The NCI will make sincere efforts to transfer knowledge, expertise, and technology related to drug discovery and development to the [appropriate Source Country Organization (SCO] in [Source Country] as the agent appointed by the [SCG or SCO], subject to the provision of mutually acceptable guarantees for the protection of intellectual property associated with any patented technology. The [SCG or SCO], in turn, desires to collaborate closely with the DTP/NCI in pursuit of the investigation of its plants, micro-organisms and marine macro-organisms, subject to the conditions and stipulations of this agreement.

A. The role of DTP, DCTD, NCI in the collaboration will include the following:

1) DTP/NCI will screen the extracts of all plants, micro-organisms and marine macro-organisms provided from [Source Country] for anticancer activity, and will provide the test results to [SCO] on an annual basis. Such results will be channeled via Contractor.

2) The parties will keep the test results and subsequently-developed data confidential until approved for publication by the parties. Before either party submits a paper or abstract containing test results for publication, the other party shall have 60 days to review and, as necessary file a sole or joint patent application in accordance with Article 6.

3) Any extracts exhibiting significant activity will be further studied by bioassay-guided fractionation in order to isolate the pure compounds(s) responsible for the observed activity. Since the relevant bioassays are only available at DTP/NCI, such fractionation will be carried out in DTP/NCI laboratories. A suitably qualified scientist designated by [SCO] may participate in this process subject to the terms stated in Article 4. In addition, in the course of the contract period, DTP/NCI will assist the [SCO], thereby assisting the [Source Country], to develop the capacity to undertake drug discovery and development, including capabilities for the screening and isolation of active compounds from plants, micro-organisms and marine organisms.

4) Subject to the provision that suitable laboratory space and other necessary resources are available, DTP/NCI agrees to invite a senior technician or scientist designated by [SCO] to work in the laboratories of DTP/NCI or, if the parties agree, in laboratories using technology which would be useful in furthering work under this agreement. The duration of such visits would not exceed one year except by prior agreement between [SCO] and DTP/NCI. The designated visiting scientist(s) will be subject to provisions usually governing Guest Researchers at NIH. Salary and other conditions of exchange will be negotiated in good faith. Costs and other conditions of visits will also be negotiated in good faith prior to the arrival of the visiting scientist(s).

5) In the event of the isolation of a promising agent from a plant, micro-organism or marine macro-organism collected in [Source Country], further development of the agent will be undertaken by DTP/NCI in collaboration with [SCO]. Once an active agent is approved by the DTP/NCI for preclinical development, [SCO] and the DTP/NCI will discuss participation by SCO scientists in the development of the specific agent.

The DTP/NCI will make a sincere effort to transfer any knowledge, expertise, and technology developed during such collaboration in the discovery and development process to [SCO], subject to the provision of mutually acceptable guarantees for the protection of intellectual property associated with any patented technology.

6) DTP/NCI/NIH will, as appropriate, seek patent protection on all inventions developed under this agreement by DTP/NCI employees alone or by DTP/NCI and [SCG or SCO] employees jointly, and will seek appropriate protection abroad, including in [Source Country], if appropriate. All resulting patent applications and patents shall be assigned to the U.S. Department of Health and Human Services and managed by NIH. Under current NIH policy, all inventors of such assigned patents may receive royalties in accordance with said NIH policy for any royalty-bearing license(s) for these patent(s).

7) All licenses granted on any patents resulting from this collaboration shall contain a clause referring to this agreement and shall indicate that the licensee has been apprised of this agreement.

8) Should an agent derived from an organism collected under the terms of this agreement eventually be licensed to a pharmaceutical company for production and marketing, DTP/NCI will request that NIH/OTT require the successful licensee to negotiate and enter into agreement(s) with the appropriate [SCG] agency(ies) or [SCO] within twelve (12) months from the execution of said license. This agreement(s) will address the concern on the part of the [SCG or SCO] that pertinent agencies, institutions and/or persons receive royalties and other forms of compensation, as appropriate.

9) The terms of Article 8 shall apply equally to invention**s** directed to a direct isolate from a natural product material, a product structurally based upon an isolate from the natural product material, a synthetic material for which the natural product material provided a key development lead, or a method of synthesis or use of any aforementioned isolate, product or material; though the percentage of royalties negotiated as payment might vary depending upon the relationship of the marketed drug to the originally isolated product. It is understood that the eventual development of a drug to the stage of marketing is a long term process which may require 10-15 years.

10) In obtaining licensees, the DTP/NCI/NIH will require the license applicant to seek as its first source of supply the natural products from [Source Country]. If no appropriate licensee is found that will use natural products available from [Source Country], or if the [SCG] or [SCO] as appropriate, or its suppliers cannot provide adequate amounts of raw materials at a mutually agreeable fair price, the

licensee will be required to pay to the [SCG] or [SCO] as appropriate, compensation (to be negotiated) to be used for expenses associated with cultivation of medicinal organisms that are endangered or for other appropriate conservation measures. These terms will also apply in the event that the licensee begins to market a synthetic material for which a material from [Source Country] provided a key development lead.

11) Article 10 shall not apply to organisms which are freely available from different countries (i.e., common weeds, agricultural crops, ornamental plants, fouling organisms) unless information indicating a particular use of the organism (e.g., medicinal, pesticidal) was provided by local residents to guide the collection of such an organism from [Source Country], or unless other justification acceptable to both the [SCG or SCO] and the DTP/NCI is provided. In the case where an organism is freely available from different countries, but a phenotype producing an active agent is found only in [Source Country], Article 10 shall apply.

12) DTP/NCI will test any pure compounds independently submitted by the [SCG or SCO] scientists for antitumor activity, provided such compounds have not been tested previously in the DTP/NCI screens. If significant antitumor activity is detected, further development of the compound may, as appropriate, be undertaken by DTP/NCI in consultation with ~~[SCI] and~~ the [SCG or SCO].

Should an NCI/NIH patent on an agent derived from the submitted compound(s) eventually be licensed to a pharmaceutical company for production and marketing, DTP/NCI will request that NIH/OTT require the successful licensee to negotiate and enter into agreement(s) with the appropriate [SCG agency(ies) or SCO] within twelve (12) months from the execution of said license. This agreement will address the concern on the part of the [SCG or SCO] that pertinent agencies, institutions and/or persons receive royalties and other forms of compensation, as appropriate.

13) DTP/NCI may send selected samples to other organizations for investigation of their anti-cancer, anti-HIV or other therapeutic potential. Such samples will be restricted to those collected by NCI contractors unless specifically authorized by the [SCG or SCO]. Any organization receiving samples must agree to compensate the [SCG or SCO] and individuals, as appropriate, in the same fashion as described in Articles 8-10 above, notwithstanding anything to the contrary in Article 11.

B. The role of the Source Country Government ("SCG") or Source Country Organization(s) ("SCO") in the collaboration will include the following:

1) The appropriate agency in [SCG or SCO] will collaborate with Contractor in the collection of plants, micro-organisms and marine macro-organisms, and will work with Contractor to arrange the necessary permits to ensure the timely collection and export of materials to DTP/NCI.

2) Should the appropriate agency in [SCG or SCO] have any knowledge of the medicinal use of any plants, micro-organisms and marine macro-organisms by the local population or traditional healers, this information will be used to guide the collection of plants, micro-organisms or marine macro-organisms on a priority basis where possible. Details of the methods of administration (e.g., hot infusion, etc.) used by the traditional healers will be provided where applicable to enable suitable extracts to be made. All such information will be kept confidential by DTP/NCI until both parties agree to publication.

   The permission of the traditional healer or community will be sought before publication of their information, and proper acknowledgment will be made of their contribution.

3) The appropriate agency in [SCG or SCO] and Contractor will collaborate in the provision of further quantities of active raw material if required for development studies.

4) In the event of large amounts of raw material being required for production, the appropriate agency of the [SCG or SCO] and Contractor will investigate the mass propagation of the material in [Source Country]. Consideration should also be given to sustainable harvest of the material while conserving the biological diversity of the region, and involvement of the local population in the planning and implementation stages.

5) [SCG or SCG] and SCO scientists and their collaborators may screen additional samples of the same raw materials for other biological activities and develop them for such purposes independently of this agreement.

This agreement shall be valid as of the date of the final authorized signature below for an initial period of five (5) years, after which it can be renewed by mutual agreement. It may be amended at any time subject to the written agreement of both parties. Copies of such amendments will be kept on file at both of the addresses indicated below.

For the National Cancer Institute: **For [SCI] or [SCO]:**

_____	_____
Andrew C. von Eschenbach, M.D.	Name (typed):
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_____	_____
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