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 uponat time license agreement is entered into.

Other Terms

Ayerst will promtply 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.

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.
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

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

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

~~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.

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 activites 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,

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.

Cransweets - Cranberry Products, Inc. License Agreement

Exclusivity

Exclusive ~~[illegible]~~ 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

~~Cranberry Products~~ Licensee 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 therfore upon it.

~~Other Terms~~

~~Foundation must approve~~ Product and merchandising subject to approval of want
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.

CVI.

Warfare

Non-Exclusive 30/20

Royalty
based on
1.5% of selling price of [illegible] concentrate sold by licensee to formulators of the rat and mouse baits (this translates to about 31% of selling price of the active chemical which is used at the rate of 250 ~~[illegible]~~ 0.025 pounds per million in finished baits)

Performance
must need best efforts to satisfy demand

Curtail
products must be approved by [illegible]

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

Exclusivity

~~Exclusive~~

Royalty

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

Performance ~~Provision~~

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.

~~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.