

E61/51

UNIT NO.UNIT NAME(DIVISION)	PRINCIPAL INVESTIGATOR	AIDS BOARD	HANDBOOK RELATED	ENTRY FILE REF	SORT TYPE	CUSTOMER	PROJ.REF.NO.	INITIAL TENURE	EXTENSION/ RENEWAL END DATE	CURR
061 Collaborative Centre	[REDACTED]	C		E61/51	0	Chugai Pharmaceutical Co.		1.9.90-31.10.91	1.2.91	£

LOCAL CURRENCY	XGE RATE	%	TOTAL CONTRACT	COST TYPE	TOTAL SN	TOTAL C	TOTAL E	TOTAL S	TOTAL O	TOTAL ALLOC AVAILABLE TO UNIT	FUNDS RETAINED CENTRALLY	COMMERCIAL FUND RETENTION	TOTAL ALLOCATED TO 31/3/90	1990/91 ALLOCATION	TOTAL ALLOC TO UNIT
			[REDACTED]	F2						0			0		0

1991/92	1992/93	1993/94	1994/95	1995/96
ALLOCATION-----TOTAL ALLOC				
RE CE<10K CE>10K TO UNIT				
0	0	0	0	0

TOTAL ALLOCATED (CHECK)	ALLOCATION ERROR	SUPERNUMERARY STAFF	CURRENT ESTIMATED RECEIPTS										TOTAL ESTIMATED RECEIPT	IN LINE ESTIMATES CHECKED IN 89 ?			
0		1.NAME(PAY MODEL)	2.NAME(PAY MODEL)	3.NAME(PAY MODEL)	PAY AWARD AUTO (Y/N)	INCREMENTS AUTO.(Y/N)	RECT. CARD NO.	TOTAL RECEIVED 31/3/90	EST 90/1	EST 91/2	EST 92/3	EST 93/4	EST 94/5	EST 95/6	EST 96/7	[REDACTED]	[REDACTED]

TOTAL RECEIVED	ACCURATE SO FAR	LAST AMENDED	PROJECT TITLE
Y	1990/91	4.9.90	Humanizing Mouse Monoclonal Antibodies

E61/51

UNIT NO. UNIT NAME (DIVISION)  
061 Collaborative Centre

PRINCIPAL INVESTIGATOR

AIDS HANDBOOK  
BOARD RELATED ENTRY FILE REF  
C H E61/51

SORT  
TYPE CUSTOMER  
0 Chugai Pharmaceutical Co.

PROJ. REF. NO.

INITIAL TENURE  
1.9.90-31.10.91

EXTENSION/  
RENEWAL  
END DATE  
1.2.91

CURR	LOCAL CURRENCY	R&E RATE	%	TOTAL				TOTAL ALLOC AVAILABLE TO UNIT				FUNDS RETAINED CENTRALLY		COMMERCIAL FUND RETENTION		TOTAL ALLOCATED TO 31/3/91		1991/92=====			
				CONTRACT	COST TYPE	TOTAL	SN	TOTAL C	TOTAL E	TOTAL S	TOTAL D	RE	CE	RE	CE	RE	CE	RE	CE	TOTAL ALLOC TO UNIT	
£					F2																

1992/93=====			1993/94=====			1994/95=====			1995/96=====			1996/97=====			TOTAL ALLOCATED (CHECK)
ALLOCATION	RE	CE													

ALLOCATION SUPERNUMERARY STAFF													TOTAL ESTIMATED RECEIPT	TOTAL RECEIVED SO FAR	
ERROR	1.NAME (PAY MODEL)	2.NAME (PAY MODEL)	3.NAME (PAY MODEL)	PAY AWARD AUTO (Y/N)	INCREMENTS AUTO (Y/N)	RECT. CARD NO. Y	TOTAL RECEIVED 31/3/91	EST 91/2	EST 92/3	EST 93/4	EST 94/5	EST 95/6	EST 96/7	EST 97/8	1991/92
							55316								

LAST AMENDED PROJECT TITLE  
4.9.91 Humanizing Mouse Monoclonal Antibodies



4.5.90

Re see completed collaboration agreement with Chugai  
Pharmaceutical Co Ltd on 1/10 approve and note  
merchants proposal in [redacted] letter on  
regards incoming etc.

My regards,

3/9

This being a Japanese company, it would be the  
case that the [redacted] expect  
[redacted] - as far [redacted] and [redacted]  
contracts. I expect that [redacted] should be able to  
advise. [redacted] 4.5.90.

could you please enter this contract on  
receipts records and put a pinfoot on file.  
[redacted] 4.9.90

Please see above from [redacted]

Should we pay the [redacted]

7/9/90

Thank you. Re too letter ('ix' in particular) from  
[redacted] ✓ 5/10 approve - can we adopt this  
procedure for or will it be significantly out of  
step with other agreements & attach [redacted]  
attention ??

22/10

55310 issued 29/10

Would you please issue a ledger no. for contract with *Chugai* Pharmaceuticals for research at the Collaborative Centre

*Fin. Dept.*  
29/10

25710990

Further to your b/m of 22/10, it is the usual procedure to pay commission to [redacted] as soon as a payment is received

[redacted]  
30910

[redacted] 27

We discussed [redacted] letter of 20/5 opposite and, despite the request on the *Living Ship*, we *strongly* *insist* that *money* *not* *be* *returned* to me!

In any case, I should be grateful if you could arrange to pay for me invoice to be raised as requested by

Henry Taylor,

[redacted]

[redacted] 47

[redacted]

Please see 'Y' of [redacted] letter of 20/8. Please

could you look on the level of commission paid to [redacted] on this agreement to see if it is correct (the relevant extract from the agreement is on *passed* exhibit attached.)

Taylor,

[redacted]  
222/8

[redacted]

Please see opposite copy of letter to [redacted]

which is self-explanatory

[redacted]

22/8

2/1/8

Thank you for your minute share and for setting things out. Re see [redacted] letter of 2/1/8 opposite (in particular, "X") and an extension of this contract.

Andrew,

28/8

KL03-9-91

Please see correspondence opposite of 2/1/8 and an extension of this contract.

28/8

Please amend or a part see print-out on file.

3-9

Regency 15/11/91

[REDACTED]  
Deputy Senior Manager  
Section II, Exploratory Research Labs  
Chugai Pharmaceutical Co Ltd  
135 Komakodori Chome  
Gotemba-Shi, Shizuoka  
412 Japan

E61/51 - 55316

10.05.92 C0077

Memorandum of Understanding dated 08.08.91  
with Chugai Pharmaceuticals Co Ltd

Payment due for period  
January - March 1992

£

Charges for 2 visiting scientists  
for a [REDACTED] day (3.5 wks) stay  
@ [REDACTED] per man/month

Exempt

[REDACTED] Exempt -

[Redacted]

Deputy Senior Manager  
Section II, Exploratory Res. Labs  
Chugai Pharmaceutical Co. Ltd.  
135 Komakado I Chome  
Gosenba-Shi Shizuoka  
412 Japan

661/51-15317

25.1.92

Memorandum of understanding dated 06.09.91  
with Chugai Pharmaceutical Co. Ltd.

Payment due for period September - December  
1991

[Redacted]

Exempt

[Redacted]

[Redacted]

Exempt

[Redacted]

[Redacted]

661/51-51146

[Redacted]



# Medical Research Council Collaborative Centre

1-3 Burtonhole Lane,  
Mill Hill,  
London, NW7 1AD.

[REDACTED]  
Accounts Contracts Section  
MRC Head Office  
20 Park Crescent  
London  
W1N 4AL

telex 9413459 (MRCCOL G)  
fax 3 081-906 1395  
telephone 081-906 3811

4 December 1991

Dear [REDACTED]

COLLABORATION AGREEMENT WITH CHUGAI PHARMACEUTICAL CO., LTD.,  
(14.08.90)

Stages IIIB, IV and V of the work specified within the research programme of the above Agreement have now been completed and I should be grateful if you would arrange for an invoice in the sum of [REDACTED] to be forwarded to Chugai as follows:-

[REDACTED]  
Deputy Senior Manager  
Section 11, Exploratory Research Labs,  
Chugai Pharmaceutical Co., Ltd.,  
135, Komakado, 1 Chome  
Gotemba-Shi, Shizuoka  
412, JAPAN

As Chugai are anxious to make payment before the end of the year, it would be much appreciated if the invoice could be despatched as soon as possible.

I should be grateful if you would, as usual, arrange for a copy of the invoice to be sent to me.

Yours sincerely,

[REDACTED]  
Office Manager

Copy to: [REDACTED] Technology Transfer Group

[REDACTED]  
Deputy Senior Manager  
Section II, Exploratory Research Labs.  
Chugai Pharmaceutical Co. Ltd.  
105 Komaba 1 Chome  
Gutamba-Shi, Saitama  
112 Japan

11/1-111

11/1-111

Collaborative Agreement dated 11.1.79  
with Chugai Pharmaceutical Co. Ltd.

Payment due on completion of Stages III B, IV & 5

[REDACTED]

11/1-111

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

11/1-111

11/1-111



# Medical Research Council Collaborative Centre

1-3 Burtonhole Lane,  
Mill Hill,  
London, NW7 1AD.

telex 9413459 (MRCCOL G)  
fax 3 081-906 1395  
telephone 081-906 3811

[REDACTED]  
Transfer Technology Group  
MRC Head Office  
20 Park Crescent  
London  
W1N 4AL

21 August, 1991

Dear [REDACTED]

23 AUG 91

Please find enclosed a copy of a Memorandum of Understanding (8.8.1991) in respect of an extension of the work programme set out within the Collaboration Agreement with Chugai Pharmaceutical Co., Ltd., dated 14 August 1990.

X As you may recall, the Agreement with Chugai is one where invoices are raised on the basis of work completed - as advised by the Centre - rather than in accordance with a fixed payment schedule. These arrangements will also apply to payment(s) due under the Memorandum of Understanding.

Regards,

[REDACTED]  
[REDACTED]  
Office Manager

encl;

**MEMORANDUM OF UNDERSTANDING**  
**FOR**  
**EXTENSION OF WORK PROGRAMME UNDER COLLABORATION AGREEMENT**  
**BETWEEN CHUGAI PHARMACEUTICAL CO., LTD.**  
**AND MEDICAL RESEARCH COUNCIL**

This Memorandum of Understanding is made the *8th* day of August, 1991 and specifies an extension of the work programme set out in Schedule 1 of the Collaboration Agreement which was made on the 14th day of August, 1990 (hereinafter known as the "Collaboration Agreement")

**BETWEEN**

(1) Chugai Pharmaceutical Co., Ltd., whose principal place of business is situated at 1-9, Kyobashi 2-chome, Chuo-ku, Tokyo 104, Japan (hereinafter called "The Company"),

and;

(2) Medical Research Council whose principal office is situated at 20 Park Crescent, LONDON, W1N 4AL (hereinafter called "MRC").

**WHEREAS**

The above parties have been engaged in the Research Programme specified in Schedule 1 of the Collaboration Agreement,

**IT IS NOW AGREED THAT**

An extension of the Research Programme shall be undertaken according to the work programme specified under Schedule 1A attached hereto which shall form part of Schedule 1 above and that the terms and conditions of the Collaboration Agreement between the Company and MRC shall otherwise apply without exception to the extended Research Programme as specified herein.

IN WITNESS whereof this Agreement has been executed by duly authorised officers of the parties hereto the date first above written.

Signed for and on behalf of CHUGAI PHARMACEUTICAL CO.,LTD.

By:

  
Chief Senior Manager Fuji Gotemba Research Labs.

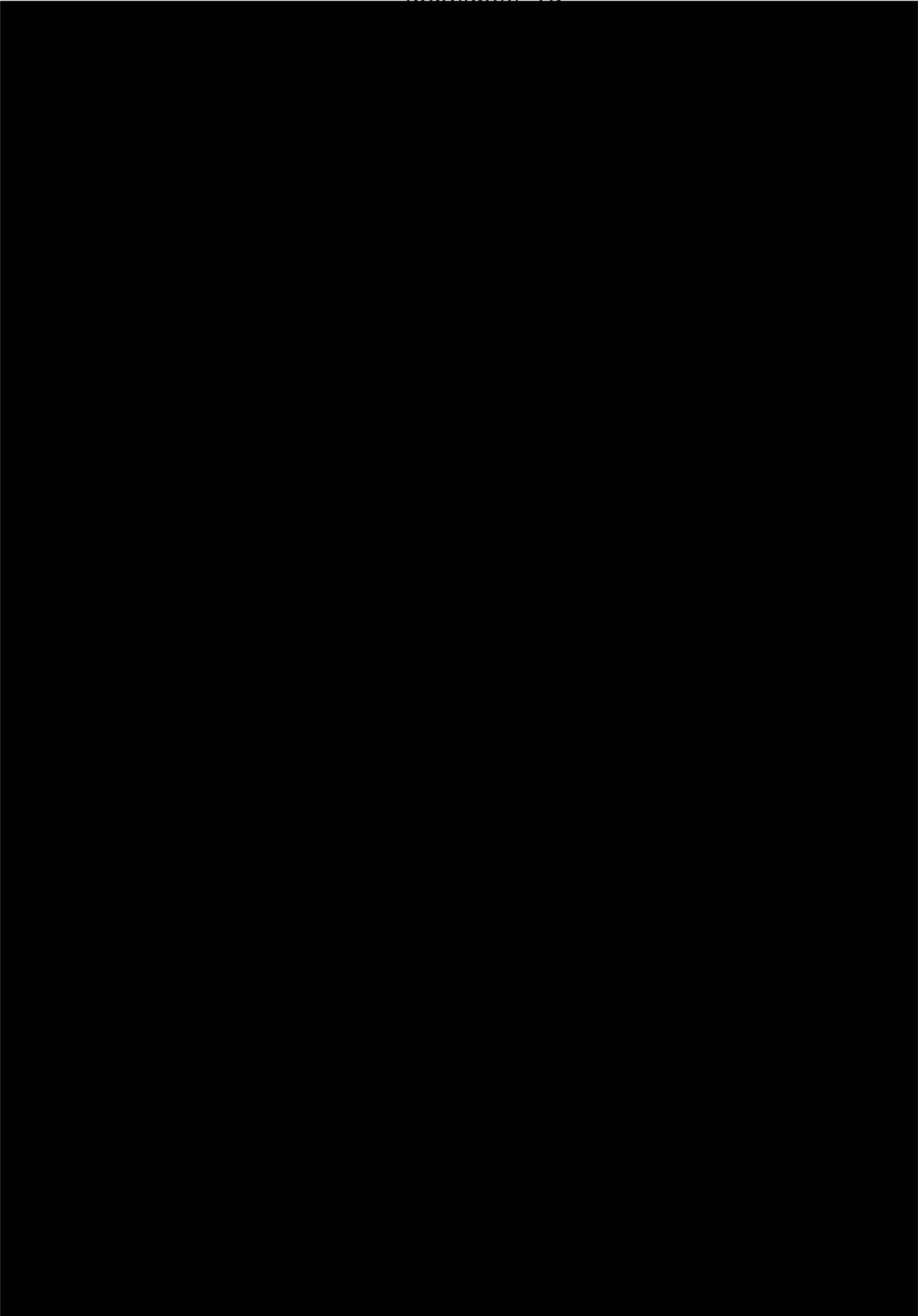
Signed for and on behalf of MEDICAL RESEARCH COUNCIL

By:

  
Commercial Director MRC Collaborative Centre

  
By:

SCHEDULE 1A





3. Cost Estimate:

- 1) Fixed price charge per man-month in 1991:  
(UK£ per man month)

MRC scientist [REDACTED]  
Chugai scientist [REDACTED]

Fixed price charge per man-month in 1992:

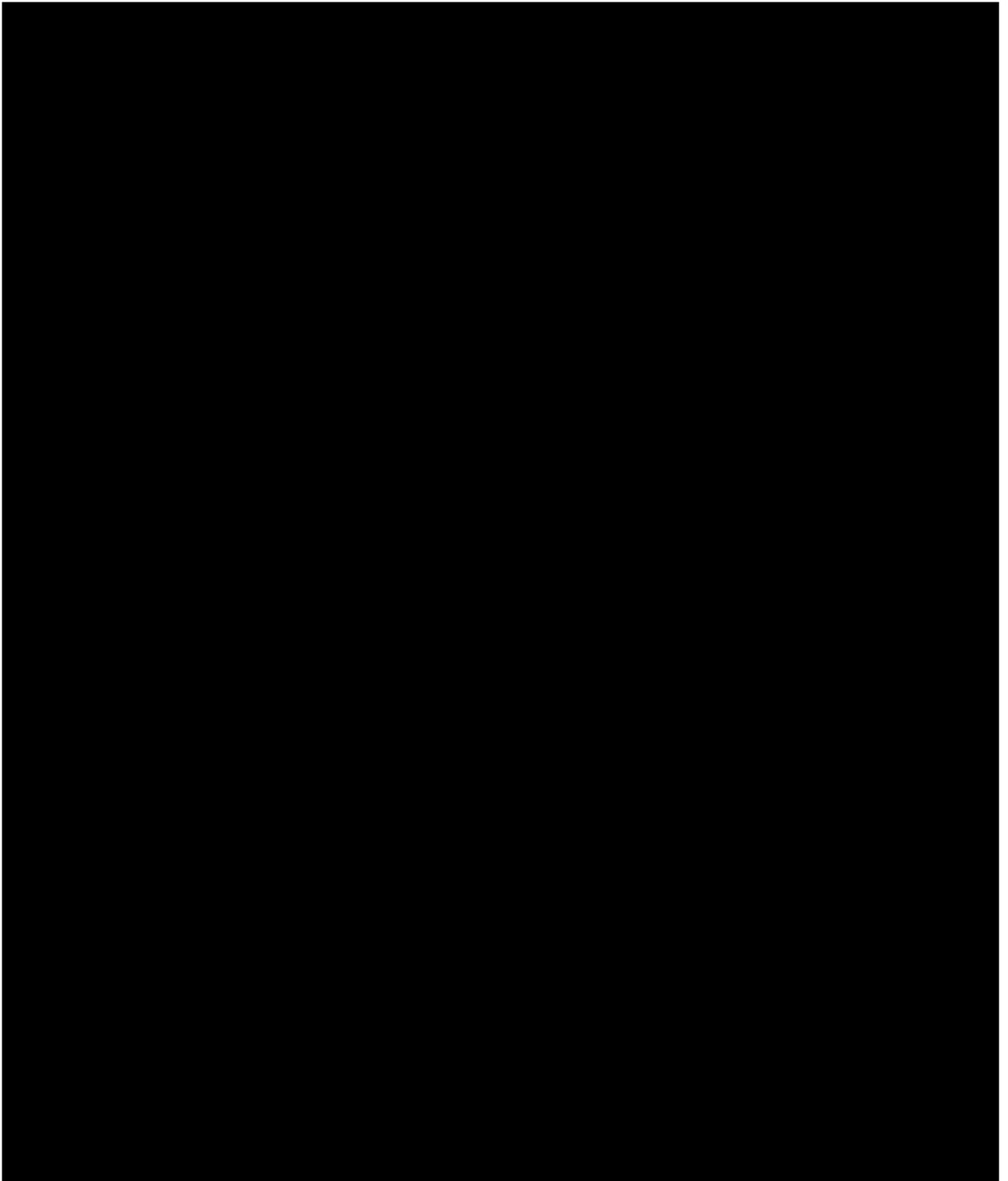
There will be an increase of no greater than 10%.

- 2) Cost Estimate:  
(6 months from September 1991 to February, 1992)

	1991	1992
MRC scientists	[REDACTED]	-
Chugai scientists	[REDACTED]	[REDACTED]
Total	[REDACTED]	(1991 prices)

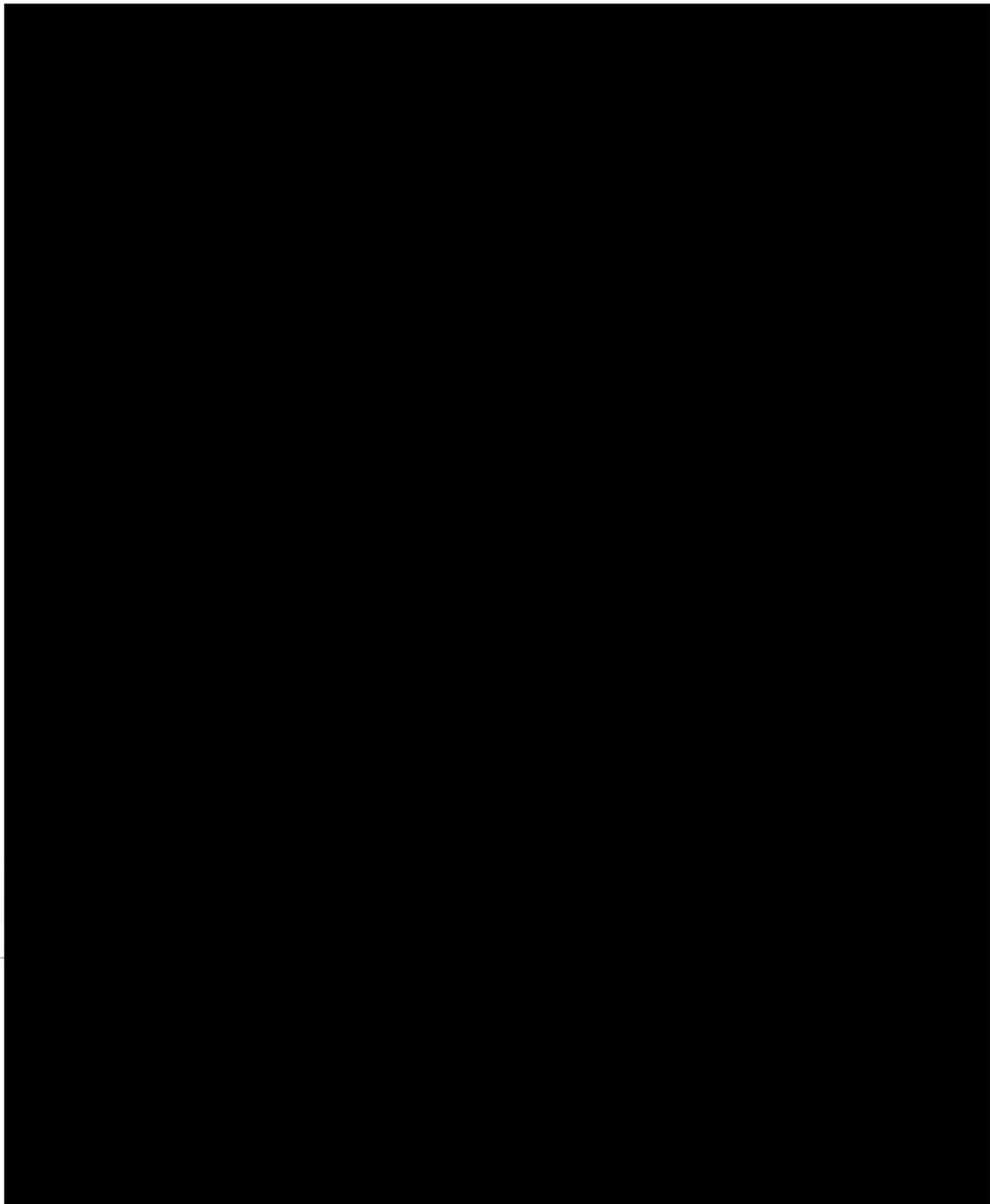
4. Payments:

The above cost estimates are indicative. The actual costs will be invoiced on the basis of the fixed price charges stated above and the actual start dates.

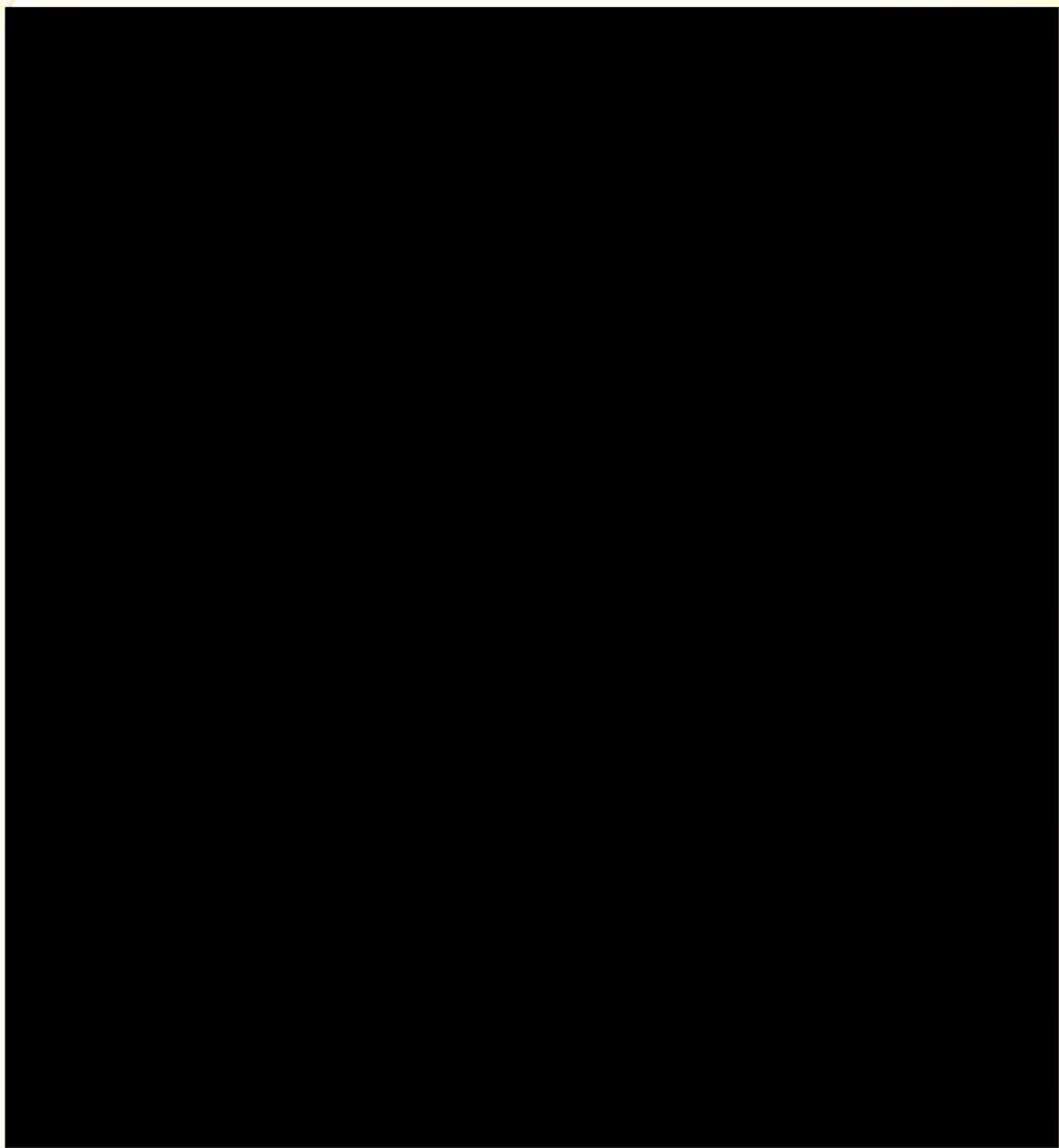




*Medical Research Council*  
Collaborative Centre



2



Chugai Pharmaceutical Co.Ltd.  
1-9 Kyobashi 2-Chome  
Chuo-Ku Tokyo 104  
Japan

E61/51-55316

2/7/91 C0070

Collaboration Agreement dated 14.8.90 with Chugai  
Pharmaceutical Co. Ltd.

Payment due on completion of stages I, II, and IIIA of  
Project



Excerpt



E61/51-55316

911151



# Medical Research Council Collaborative Centre

1-3 Burtonhole Lane,  
Mill Hill,  
London, NW7 1AD.

telex 9413459 (MRCCOL G)  
fax 3 081-906 1395  
telephone 081-906 3811

[REDACTED]  
Industrial Liaison Group  
MRC Head Office  
20 Park Crescent  
London  
WIN 4AL

20 May, 1991

21 MAY 91

Dear [REDACTED]

COLLABORATION AGREEMENT WITH CHUGAI PHARMACEUTICAL CO., LTD.,  
(14.8.90)

You will recall that the above Agreement provided for Chugai to be invoiced on the basis of work completed rather than in accordance with a fixed payment schedule as in the case of most other Agreements.

I now write to advise you that Stages 1,11, and 111A of the Research Programme have now been completed and I should be grateful if arrangements could be made for Chugai to be invoiced in the sum of [REDACTED]

[REDACTED]

Many thanks,

[REDACTED]

Office Manager

E61/51

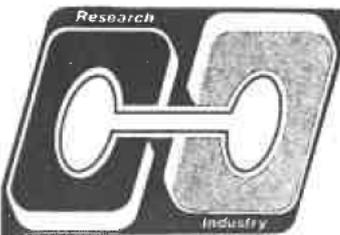
UNIT NO.	UNIT NAME(DIVISION)	PRINCIPAL INVESTIGATOR	BOARD	AIDS RELATED	HANDBOOK ENTRY	FILE REF	SORT TYPE	CUSTOMER	PROJ.REF.NO.	INITIAL TENURE	EXTENSION/RENEWAL END DATE	CURR
061	Collaborative Centre	[REDACTED]	C			E61/51	0	Chugai Pharmaceutical Co.		1.9.90-31.10.91		£

LOCAL CURRENCY	XGE RATE	%	TOTAL CONTRACT	COST TYPE	TOTAL SN	TOTAL C	TOTAL E	TOTAL S	TOTAL D	TOTAL ALLOC AVAILABLE TO UNIT	FUNDS RETAINED CENTRALLY	COMMERCIAL FUND RETENTION	TOTAL ALLOCATED TO 31/3/90	1990/91===== ALLOCATION-----	TOTAL ALLOC TO UNIT
			[REDACTED]	F2						0			0	RE CE<10K CE>10K	0

1991/92=====	1992/93=====	1993/94 =====	1994/95 =====	1995/96 =====
ALLOCATION-----	ALLOCATION-----	ALLOCATION-----	ALLOCATION-----	ALLOCATION-----
RE CE<10K CE>10K				
TOTAL ALLOC TO UNIT				
0	0	0	0	0

TOTAL ALLOCATED (CHECK)	ALLOCATION ERROR	SUPERNUMERARY STAFF	PAY AWARD INCREMENTS			CURRENT ESTIMATED RECEIPTS							IN LINE ESTIMATES		
0			AUTO (Y/N)	AUTO (Y/N)	RECT. CARD NO.	TOTAL RECEIVED	EST 90/1	EST 91/2	EST 92/3	EST 93/4	EST 94/5	EST 95/6	EST 96/7	TOTAL ESTIMATED RECEIPT	CHECKED IN 89 ?
					55316	[REDACTED]								[REDACTED]	

TOTAL RECEIVED	ACCURATE SO FAR ESTIMATE	LAST AMENDED	PROJECT TITLE
Y	1990/91	4.9.90	Humanizing Mouse Monoclonal Antibodies



# Medical Research Council Collaborative Centre

1-3 Burtonhole Lane,  
Mill Hill,  
London, NW7 1AD.

telex 9413459 (MRCCOL G)  
fax 3 081-906 1395  
telephone 081-906 3811

[REDACTED]  
Industrial Liaison Group  
MRC Head Office  
20 Park Crescent  
London  
W1N 4AL

5 October, 1990

*Rec'd 8/10*

Dear [REDACTED] *22/10*

I refer to your fax of 24 September and apologise for the delay in replying.

I can confirm that, in respect of the amendment to the [REDACTED] [REDACTED] we will advise you when the work has been completed and notify you of the appropriate amount to be invoiced.

X [REDACTED]

David has asked me to apologise for not getting back in touch with you himself on the question of the patent costs for the filing of the [REDACTED]. Unfortunately, the question of NIMR patent costs and licensing income remains unresolved and [REDACTED] will be raising this issue with [REDACTED] and [REDACTED] but this is not likely to be until after 22 October when [REDACTED] returns from a business trip to Japan.

On a general note, we were wondering whether it would be possible for arrangements to be made for the Centre to be sent a monthly schedule giving details of the amounts due under each contract and the payments received within the period covered by the schedule. Such a document would be of great help to us and any assistance you are able to give in relation to this request would be much appreciated.

Yours sincerely,

[REDACTED]  
Office Manager



Medical Research Council  
20 Park Crescent, London W1N 4AL

telephone 071-636 5422 071 636 5422  
telex 24897 (Medresco London)  
fax 071-436 6179

Industrial Liaison Group  
fax 071 323 1331

Your reference

Our reference

FAX INFORMATION SHEET

TO: MRC Collaborative Centre, 1-3 Burtonhole Lane, Mill Hill  
London NW7 1AD DATE 24 September 1990

FAX NUMBER: 081 906 1395

FOR THE ATTENTION OF: [REDACTED]

RE: Collaboration agreement with [REDACTED] Collaboration  
with Chugai Pharmaceutical Co Ltd/ [REDACTED]

FROM: [REDACTED]

NUMBER OF PAGES TO FOLLOW: 0

MESSAGE:- Dear [REDACTED]

Further to [REDACTED] letter of 4 September to [REDACTED] we have notified Finance and Accounts of the amendment to the agreement with [REDACTED] - in relation to 4 of Schedule 1, will the Centre let us know when the work has been completed and the applicable costs so that we can invoice the company accordingly?

As regards the agreement with Chugai, we have noted the invoicing arrangements you propose and will, as you request, raise invoices on the basis of advice provided by the Centre at quarterly intervals. [REDACTED]

Finally, whilst writing, I wonder if I could ask [REDACTED] through you, whether he has had a chance to consider the question of ATI/responsibility for patent costs etc for the recent filing in respect of [REDACTED] work (my fax of 23 August refers). I am prompted to ask by a statement we have recently received from [REDACTED]

Many thanks,

Yours sincerely

[REDACTED]

Industrial Liaison Group



# Medical Research Council Collaborative Centre

1-3 Burtonhole Lane,  
Mill Hill,  
London, NW7 1AD.

telex 9413459 (MRCCOL G)  
fax 3 081-906 1395  
telephone 081-906 3811

██████████  
Medical Research Council  
Industrial Liaison Group  
20 Park Crescent  
London  
W1N 4AL

30 August, 1990

Dear ██████████

Please find enclosed a copy of the executed collaboration agreement with Chugai Pharmaceutical. Kindly note that payment terms, unlike previous agreements where invoicing was against fixed payment schedules, here specifies invoicing according to the work as it is done, from actual start dates. Payments that will fall due are not determined as yet.

The Centre will therefore advise ILG quarterley of the payments due to be invoiced. Finance can if it wishes use the estimated project costs for forward planning purposes as long as it is clear that these are NOT to be used as a basic for invoicing by accounts.

Yours faithfully,

██████████  
pp. ██████████  
OFFICE MANAGER

██████████

*Please start new file, but arrange for a copy of the agreement to go to the Chugai human file.*

*You may wish to check with ██████████ exactly what the arrangement will be for invoicing (presumably C.C.C. send us quarterly statements on which our Accs section can prepare invoices), ██████████ 30/9/90.*

**COLLABORATION AGREEMENT**

**BETWEEN**

**CHUGAI PHARMACEUTICAL CO., LTD.**

**AND THE**

**MEDICAL RESEARCH COUNCIL**

## COLLABORATION AGREEMENT

This Agreement is made the 14th day of August 1990

BETWEEN

(1) Chugai Pharmaceutical Co., Ltd. whose principal place of business is situated at 1-9, Kyobashi 2-chome, Chuo-ku, Tokyo 104, Japan (hereinafter called "The Company").

and

(2) Medical Research Council whose principal office is situated at 20 Park Crescent, LONDON, W1N 4AL (hereinafter called "MRC").

WHEREAS:

- (A) MRC has research and development laboratories at its Collaborative Centre, Burtonhole Lane, Mill Hill, LONDON NW7 1AD and is the owner of all intellectual property rights subsisting in and relating to the Research Programme as hereinafter defined.
- (B) MRC has agreed to collaborate with the Company in the carrying out of the Research Programme as hereinafter defined upon the terms and conditions set out in this Agreement.
- (C) The Company wishes to support work at the above Centre as defined in the Research Programme.
- (D) MRC will license both existing and pending patent rights (the Winter patents on the antibody reshaping process) as detailed in a separate license agreement between MRC and the Company.

NOW IT IS HEREBY AGREED AS FOLLOWS

1. DEFINITIONS AND INTERPRETATION

- (a) "Affiliate" shall mean any company or other entity which directly or indirectly controls, is controlled by or is under common control with the Company.
- (b) "The Commencement Date" shall mean the 3rd day of September, 1990.

- (c) "The Research Programme" shall mean the programme of research as defined in Schedule 1 attached hereto.
- (d) "Invention" shall mean any invention or discovery made or originated during the course of the Research Programme.
- (e) "Field" shall mean the field of reshaping of the monoclonal antibody or antibodies specified in Schedule 1 and agreed amendments or extensions thereto such antibody to be provided by the Company.
- (f) "The Know-How" shall mean all technical and other information and organisms arising from the Research Programme and in particular but without limitation all data, formulae, specifications, procedures, tests, techniques arising therefrom which are specific to the Field.
- (g) "Patent Applications" shall mean any patent applications in respect of an Invention.
- (h) "Patents" shall mean any patents granted on or pursuant to the Patent Applications including any continuations-in-part, extensions, re-examinations, re-issues, confirmations, registrations and revalidations or any division thereof.
- (i) "Products" shall mean any products produced, marketed or sold upon a commercial basis which are derived in whole or in part from the use of an Invention or the Know-How.
- (j) "Intellectual Property Rights" (hereinafter called "IPR") shall mean any copyrights, design rights, patents and trade marks and all similar or other monopoly or property rights (whether or not registerable) relating to Inventions and Know-how including applications of registration and rights to apply therefor.
- (k) "MRC IPR" shall mean IPR relating to Inventions and Know-how that are from time to time made, created or conceived by employees of MRC.
- (l) "Field-specific IPR" shall be all those IPR including MRC IPR relating to Inventions with one or more applications each and all of which fall wholly or predominantly within the Field.
- (m) "Enabling IPR" shall be all those IPR relating to MRC Inventions that have one or more applications that are otherwise than wholly or predominantly within the Field.
- (n) "The Principal Investigator" shall mean [REDACTED] an employee of MRC unless a new Principal Investigator is appointed by mutual agreement between the parties.

## 2. COLLABORATION

- 2.1 MRC hereby undertakes and agrees to collaborate with the Company in the carrying out of the Research Programme as defined in Schedule 1 attached hereto.
- 2.2 MRC hereby agrees to ensure all personnel on the Research Programme keep written records and reports of progress on the Research Programme and they shall liaise regularly with duly authorised representatives of the Company in order to discuss such progress upon such occasions as the Company may reasonably require. It is intended that formal quarterly meetings will be held to review progress and to modify the Research Programme as necessary. Further, each party hereby agrees to allow duly authorised representatives of the other to visit the premises at which the Research Programme is being carried out and to be granted access to laboratories and facilities as may be necessary for the furtherance of the Research Programme.
- 2.3 Forthwith following the conception or reduction to practice of an Invention by any person or persons engaged in the course of work with him on the Research Programme, the Principal Investigator shall disclose full details of such Invention to the Company and shall make available to the Company all Know-How relating thereto.
- 2.4 Where an Invention relates to Field-specific IPR, the Company shall be responsible for the filing and prosecution of Patent Applications and shall be responsible for the maintenance and/or renewal of any Patents so far as it is reasonable to do so with regard to the Company's then current commercial considerations.
- 2.5 Where an Invention relates to MRC IPR other than Field-specific IPR, MRC shall be responsible for the filing and prosecution of Patent Applications, and also for the maintenance and/or renewal of such Patents.
- 2.6 The Company and MRC hereby expressly acknowledge that neither party is under any duty or obligation under this Agreement to file, maintain or prosecute any Patent Application or maintain any Patent. However, should either party decide not to file, maintain or prosecute any Patent Application, or that it no longer wishes to maintain any Patent, they shall notify the other party in writing of such decision and afford the other party the opportunity of assuming responsibility for, and the expense of, filing, maintaining and prosecuting such Patent Applications, or maintaining such Patents on their behalf.

- 2.7 In the event that MRC decides not to file a Patent Application in respect of a joint Invention under Clause 2.6, MRC will so notify the Company in writing within 3 months of the conception or reduction to practice of the Invention and afford the Company the opportunity of assuming responsibility for, and the expense of, filing, maintaining and prosecuting such Patent Applications, or maintaining such Patents on its behalf.

### 3. GRANT OF RIGHTS

- 3.1 All Field-specific IPR shall belong to the Company which shall be exclusively entitled to all title, rights and interest which MRC or its employees may have from time to time in such Property including Inventions and Know-How. The Principal Investigator and MRC expressly acknowledge that the Company shall be exclusively entitled to exploit commercially and use otherwise in any manner whatsoever such Inventions, Know-How and other intellectual property rights without restriction.
- 3.2 The Company shall be entitled to a non-exclusive licence to use Enabling IPR for applications falling within the Field.
- 3.3 MRC will not assign or otherwise transfer Enabling IPR to any third party without first obtaining an undertaking in identical terms to preserve the entitlements of the Company as set out in 3.1 and 3.2 above without diminution or restriction.
- 3.4 MRC hereby agrees as beneficial owner to assign to the Company all Field-specific MRC IPR. MRC expressly acknowledges that the Company shall be entitled to exploit commercially and use otherwise in any manner whatsoever such MRC IPR together with the Inventions and Know-how relating thereto without restriction.
- 3.5 Forthwith following the making of any assignment to the Company pursuant to the provisions of Clause 3.4 above, the Company shall grant to MRC the royalty-free non-exclusive right to use the Invention, the Know-How or other intellectual property rights that are the subject of the assignment for the purpose of academic research.
- 3.6 If MRC wishes to exploit commercially any MRC IPR, Inventions or Know-How which have been assigned to the Company pursuant to Clause 3.4 above, MRC will make a formal written request to the Company. The Company shall respond to such a request within 30 days, and will consider the grant to MRC of a licence on a case-by-case basis within defined fields where such commercial exploitation does not conflict with the Company's then commercial objectives.

3.7 Where an Invention relates to IPR other than Field-specific IPR, and is made either jointly by employees of the Company and MRC or solely by employees of the Company, this Agreement shall be without prejudice to the rights of MRC or the Company in respect of the ownership of such IPR which shall be determined separately.

3.8 By a separate license agreement between MRC and the Company, the Company shall have a defined non-exclusive license to use Enabling IPR in the field of reshaping of antibodies.

#### 4. WARRANTIES AND RESTRICTIONS

4.1 The Company shall use all reasonable endeavours to exploit commercially any Invention, Know-How or other MRC IPR that are assigned to the Company by MRC pursuant to 3.4 hereof.

4.2 MRC hereby agrees to do all such acts and things and to sign all such deeds and documents as the Company may in its sole discretion require from time to time in connection with the filing and prosecution of Patent Applications and the maintenance and renewal of Patents pursuant to Clause 2.3 hereof and the making of assignments pursuant to Clause 3.4 hereof.

4.3 MRC hereby represents that it and/or any employee of MRC employed on the Research Programme, are the sole owners of the entire title right and interest in and to any Field-specific IPR as defined herein and that they are free to assign such MRC IPR to the Company without any third party claims, liens, charges or encumbrances of any kind and that they are otherwise free of any duties or obligations to third parties which may conflict with the terms of this Agreement.

4.4 MRC gives no representation or warranty that a filed patent application will be granted, or if granted will be valid nor does MRC give any warranty to the Company that the exploitation by the Company of the patent will not result in the infringement of intellectual property rights vested in any third party.

4.5 The rights and obligations of MRC and the Company under this Clause 4 shall and are expressed to survive the termination of this Agreement as provided for under Clause 7.6 below.

## 5. CONSIDERATION

- 5.1 In consideration of the carrying out of the Research Programme pursuant to this Agreement, the Company shall make payments to MRC to support the necessary staff and materials involved, which will be invoiced as detailed in Schedule 2 of this Agreement. Payments to be drawn in favour of Medical Research Council and forwarded to The Accountant at 20 Park Crescent, LONDON W1N 4AL within 30 days of the date of invoice.
- 5.2 In the event that either any Enabling IPR is licensed to the Company pursuant to Clause 3.2 or any Field-specific IPR is assigned to the Company pursuant to Clause 3.4 and such Enabling IPR or Field-specific IPR does not fall within the claims of MRC patents that are the subject of a separate Licence Agreement entered into between MRC and the Company on 30th July 1990 in respect of the antibody reshaping process, the Company hereby agrees to pay to MRC, if and when any pharmaceutical or other commercially valuable Product is in due course marketed or sold, a Royalty of between [REDACTED] and [REDACTED] Net Receipts on all sales of Products by the Company or any Affiliate where the Products are either manufactured or sold in a country where the Patents and/or other IPR are valid and subsisting at the date of such sales. The actual royalty rate payable will be determined before the date of first Commercial Sale taking into account the relative contribution made by such Patents and/or other intellectual property rights to the production of such Product.
- 5.3 The rate of royalties payable to MRC under Clause 5.2 may be reduced on a country by country basis where MRC agrees that commercial exploitation of the Products is not or will not be commercially viable in such country on the basis of the minimum [REDACTED] royalty rate specified in Clause 5.2.
- 5.4 MRC shall pay to the Company royalties at rates similar to those specified in sub-clauses 5.2 and 5.3 on any Product manufactured or sold under a licence granted by the Company to MRC pursuant to sub-clause 3.6 in a country where the Patents and/or other intellectual property rights are valid and subsisting at the date of such sales.

## 6. CONFIDENTIALITY

- 6.1 MRC hereby undertakes and agrees to keep the Inventions and Know-How relating to Field-specific IPR secret and confidential and not to disclose these Inventions and Know-How to any third party subject to the provisions of 6.3 below.

- 6.2 MRC hereby further undertakes and agrees not to disclose to any third party whatsoever any trade secrets or other confidential information relating to the technology, business affairs or finances of the Company.
- 6.3 Each party recognises the desire of the other to publish details of scientific research. Each party undertakes and agrees not to engage in any dissemination of results relating to the Research Programme without first obtaining the consent of the other party which consent of the other party shall not be unreasonably withheld or delayed but shall normally be given within a period of thirty (30) working days from the receipt of the other party's written request for consent.
- 6.4 The obligations of confidence provided for in this Agreement shall begin from the receipt or generation of the confidential information referred to in Clause 6.1 and 6.2 but shall not extend to any information which:
- (a) is or shall become generally available to the public otherwise than by reason of a breach by MRC of the provisions of this Clause 6;
  - (b) in the case of Clause 6.2 is known to MRC and is at its free disposal prior to its receipt from the Company;
  - (c) in the case of Clause 6.2 is subsequently disclosed to MRC without obligation of confidence by a third party owing no such obligations to the Company in respect thereof.
- 6.5 The obligations of MRC under this Clause 6 shall (for a period of at least five (5) years) survive the expiration or termination of this Agreement for whatever reason.

## 7. TERM & TERMINATION

- 7.1 TERM. This collaboration will commence on the Commencement Date and will continue until the work specified in Schedule 1 is completed or otherwise determined by mutual agreement with the Company.
- 7.2 This Agreement may be terminated by either party giving to the other party three months' notice in writing, such notice to be given in accordance with Clause 9. hereof and to take effect at the expiration of the third month following that in which notice is given.

- 7.3 Notwithstanding the rights stated in Clause 7.2, it is the intention of the parties to carry out the work programme described in Schedule 1 attached hereto. Should this work programme be completed in a shorter time than anticipated, or should it prove to be impossible technically, or for any other reason, the parties will use their best endeavours to substitute another research programme for that in Schedule 1.
- 7.4 Either the Company or MRC may terminate this Agreement forthwith by notice in writing to the other if the other commits a substantial breach of this Agreement which in the case of a breach capable of remedy shall not have been remedied within thirty (30) days of the receipt by the party in default of the notice identifying the breach and requiring its remedy.
- 7.5 MRC may terminate this Agreement forthwith by notice in writing to the Company if the Company enters into liquidation whether compulsorily or voluntarily or compounds with or convenes a meeting of its creditors or has a receiver appointed over all or part of its assets or takes or suffers any similar actions in consequence of a debt or ceases for any reason to carry on business.
- 7.6 The expiration of this Agreement or the termination thereof for whatever reason shall not affect the accrued rights of the parties arising in any way out of this Agreement as at the date of expiration or termination and all provisions which are expressed to survive this Agreement shall remain in full force and effect.

## 8. GOVERNING LAW AND JURISDICTION

- 8.1 The validity, construction and performance of this Agreement shall be governed by English law.

## 9. NOTICES

- 9.1 Any notice or other document to be given under this Agreement shall be in writing and shall be deemed to have been duly given if left at or sent by:

- (a) first class post or express or air mail or other fast postal service; or
- (b) registered post; or
- (c) telex, facsimile or other electronic media,

to a party at the address or telex number set out below for such party or such other address as the party may from time to time designate by written notice to the other(s).

Address of the Company:

Fuji Gotemba Research Labs  
 Chugai Pharmaceutical Co., Ltd.  
 135, Komakado 1-chome  
 Gotemba-shi, Shizuoka 412  
 JAPAN

Contact Name: [REDACTED] Exploratory Research Labs

Fax No: [REDACTED]

Address of MRC:

20 Park Crescent  
 London W1N 4AL  
 U.K.

Contact Name: [REDACTED] Chief Accountant

Telex No: 24897 (MEDRESCO)

Fax No: +44 (1) 436 6179

10. DISPUTES

- 10.1 Any dispute under this Agreement which cannot be resolved by the parties hereto shall be referred to an arbitrator to be appointed by both parties having equal representation in the appointment and his decision shall be accepted as binding on both parties. The costs of arbitration shall be borne equally by the two parties to this Agreement.

IN WITNESS whereof this Agreement has been executed by duly authorised officers of the parties hereto the date first above written.

Signed by: [REDACTED]

For and on behalf of  
 CHUGAI PHARMACEUTICAL CO., LTD.

[REDACTED]  
 Executive Director & General Manager  
 R&D Division

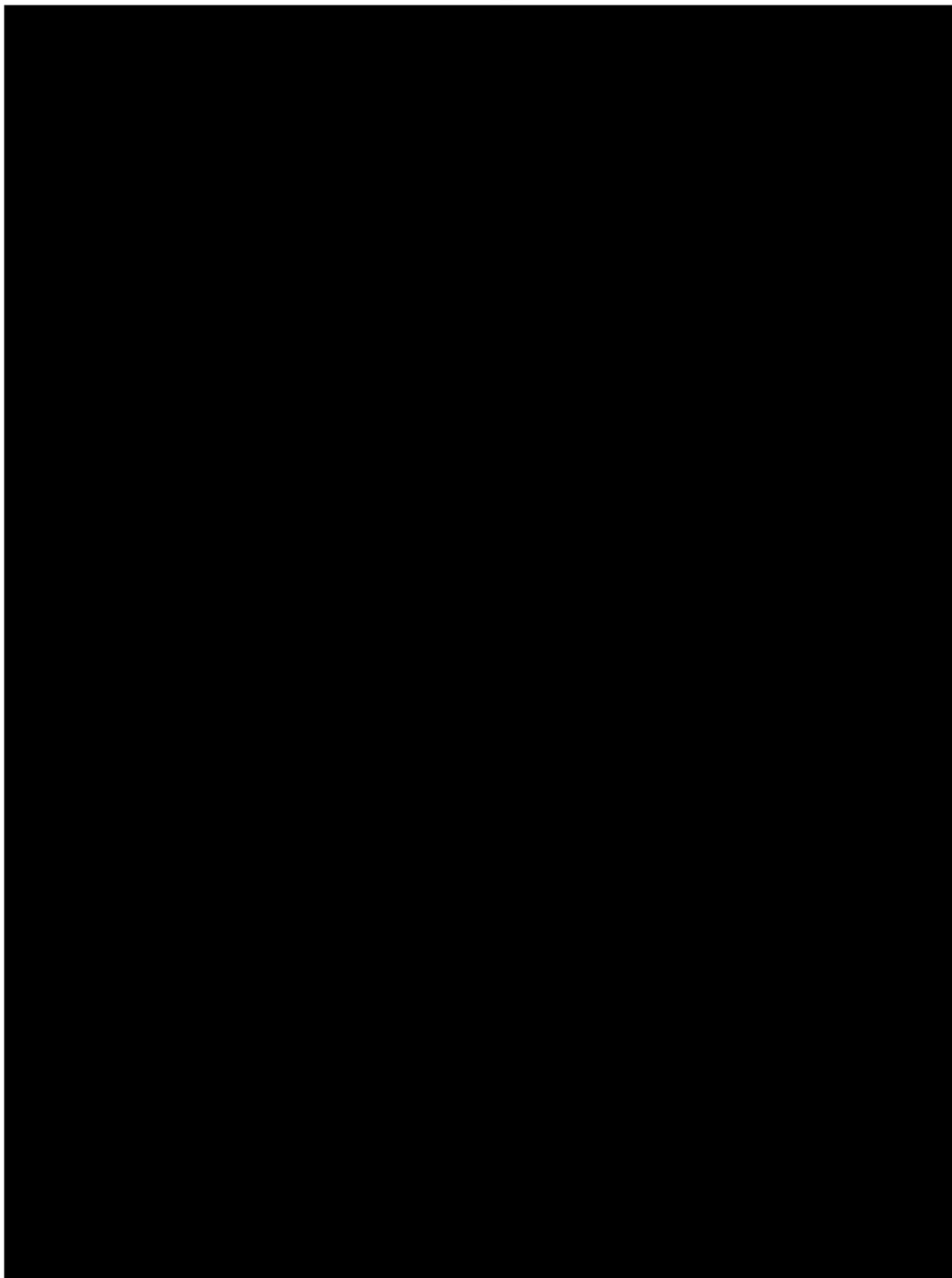
Signed by: [REDACTED]

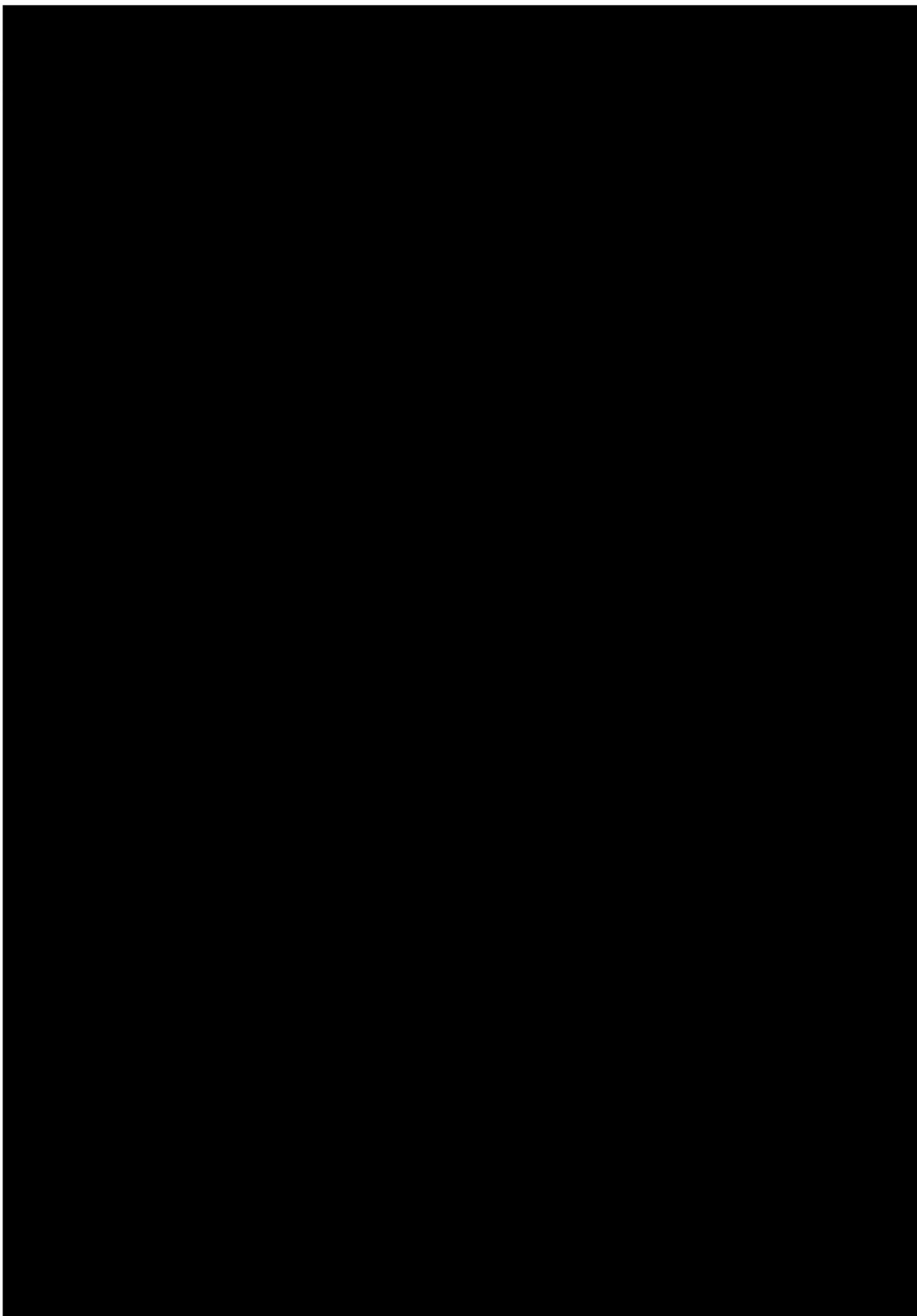
For and on behalf of  
 MEDICAL RESEARCH COUNCIL

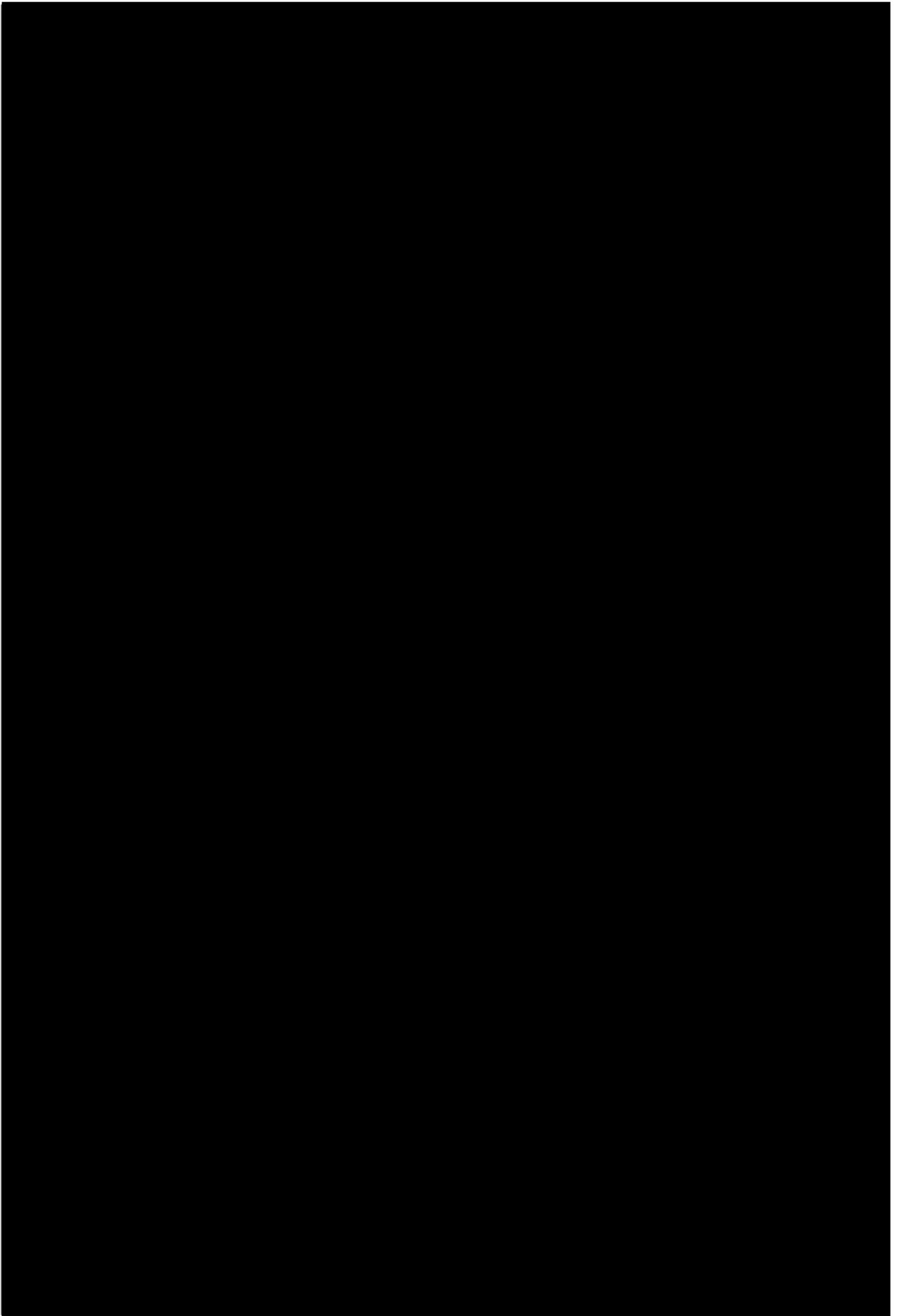
Attested by: [REDACTED]

SCHEDULE 1

RESEARCH PROGRAMME







## 2. Research Programme

In the Research Programme, three mouse mAbs supplied by Chugai will be taken through Stages I and II, and one of these three mAbs will also be taken through Stages III, IV, and V.

### 2.1 Summary

Stage I includes the cloning and sequencing of the light and heavy chain variable regions from the three antibodies. In Stage II, the sequence data from each of the three antibodies will be studied and used as the basis for the design of reshaped human antibodies. One of the three antibodies will then be selected to be carried on into the actual construction and expression of chimeric and reshaped human antibodies (Stages III and IV). In Stage V, cell lines stably producing the best version of reshaped human antibody are recloned and the antibody produced characterized.

## 3. Time Estimates

The total time estimate for the Research Programme is 41 man-months work carried out over a period of 14 months elapsed time. Assuming that two Chugai scientists work on the project for 12 month each, a total of 24 man-months of work will be provided by Chugai scientists. A further 17 man-months of work will be provided by MRC scientists.

### 3.1 Summary

Total time estimates:

14 months elapsed time  
41 man-months work

#### 4. Costings

##### 4.1 Fixed price charge (MRC scientist per man month)

1990  
1991



##### 4.2 Reduced charge if scientist is employed by Chugai (per man month)

1990  
1991



##### 4.3 Total project costs assuming:

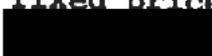
- Two scientists working at the MRC Collaborative Centre are employed by Chugai for 12 months each
- MRC scientists for 17 man months
- Start date is 1 September, 1990
- Three mouse mAbs (Stages I and II)
- One mouse mAb (Stages III, IV, and V)

Estimated total project costs:



##### 4.4 Summary:

Assuming a start date of 1 September 1990, and at the fixed price charges listed above, the total cost will be

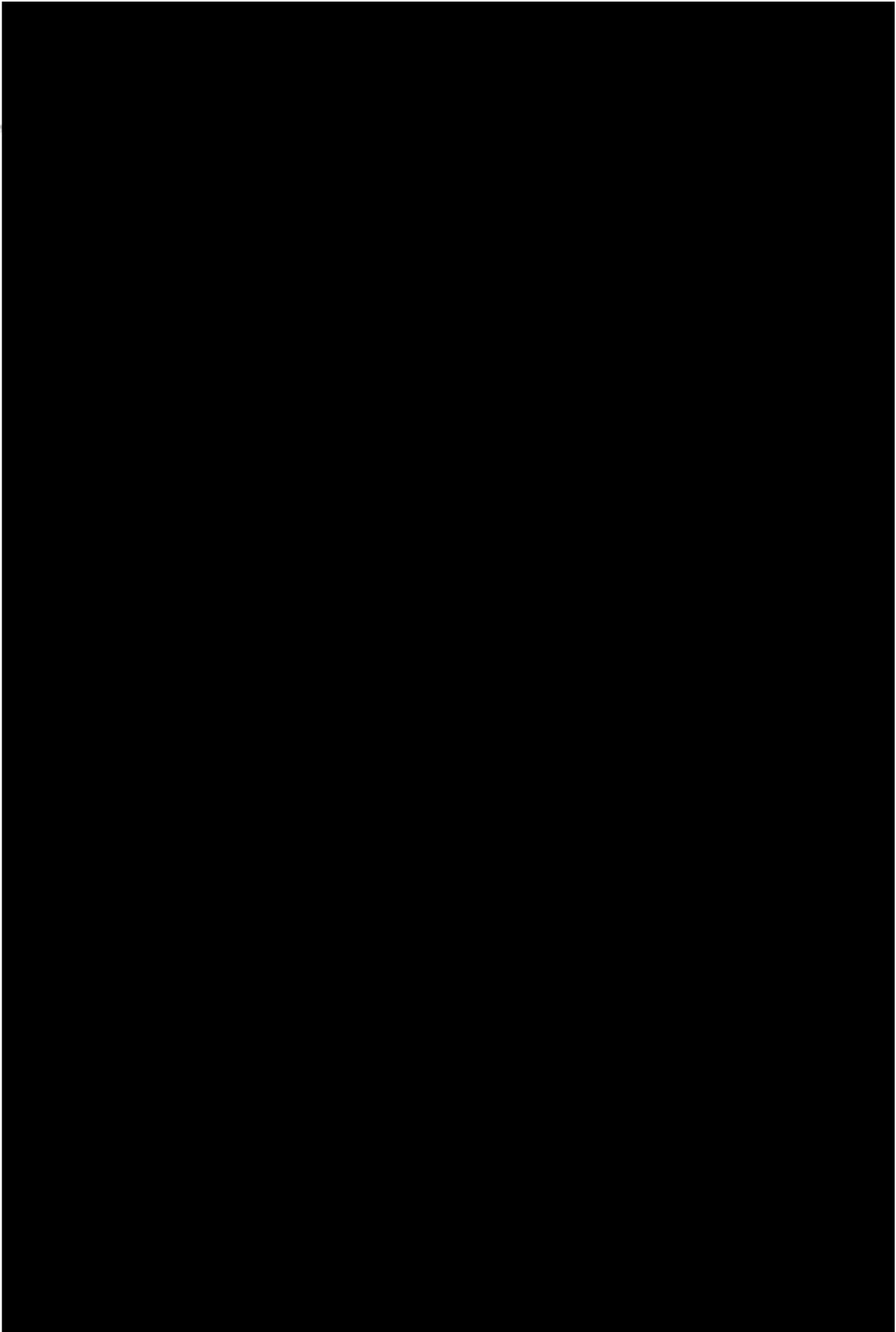


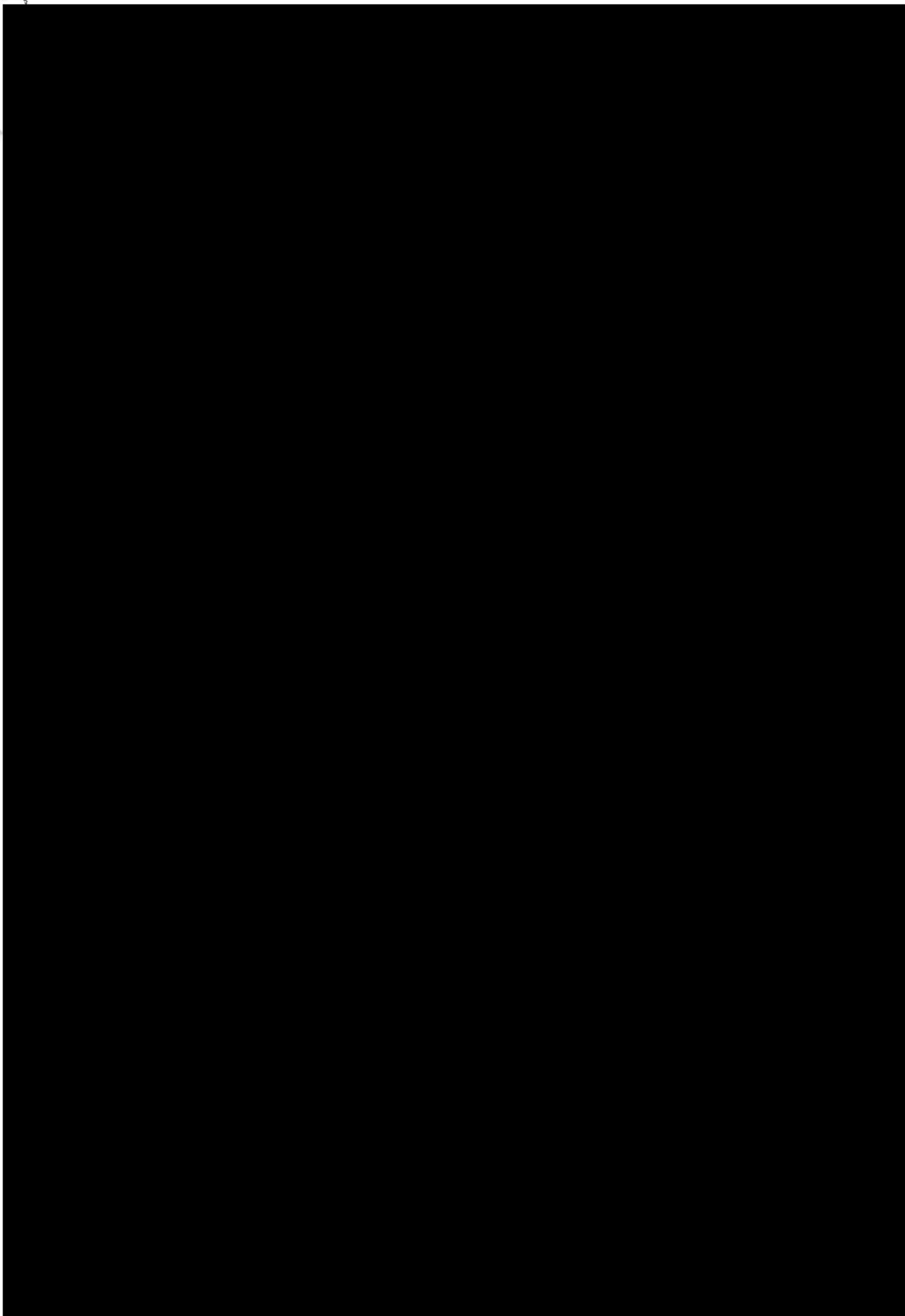
\*Note: The above cost estimates are indicative. The actual costs will be invoiced on the basis of the fixed price charges stated above and the actual start dates. Prices for 1992 are not yet fixed. Cost inflation of 8%-10% is expected in 1991 and will apply to that proportion (if any) of the work undertaken in 1992.

SCHEDULE 2PAYMENTS1. Payment Terms

Invoices will be submitted to Chugai quarterly in arrears on the basis of the costs set out under Schedule 1 and will be paid to the MRC Headquarters Office as specified in Clause 5.1 of this Agreement.

\*Note: This Schedule 2 applies to the Research Programme and costings specified in Schedule 1 which may be revised from time to time by agreement between Chugai and MRC. In this case, a revised version of Schedule 1 will be incorporated by a signed amendment of this Agreement.





CHUGAI PHARMACEUTICAL CO., LTD.

1-9, Kyobashi 2-chome, Chuo-ku

Tokyo, 104 Japan

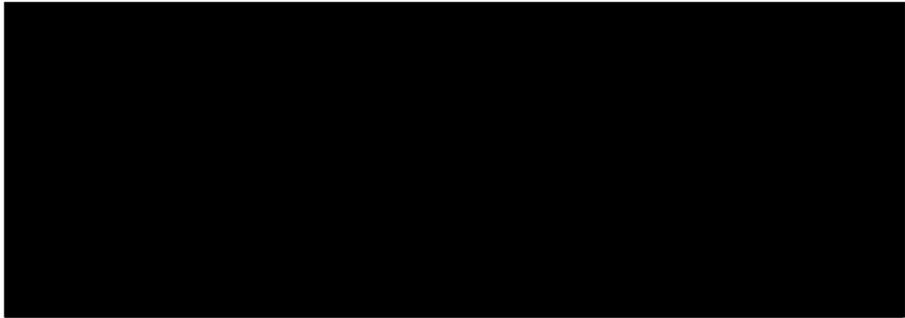
Tel:(03) 281-6611

Telex:J28681 CSKPHARM

Cable:CSKPHARM TOKYO



August 22, 1990



Dear [REDACTED]

We are pleased to send you at this time two duly signed copies of the Collaboration Agreement, one to be retained by [REDACTED] and one to be forwarded to MRC.

We very much appreciate the fine cooperation we received from both you and [REDACTED] in drawing up this agreement. We are sure that this agreement will mark the beginning of an extremely valuable research effort between MRC and Chugai.

Again, thank you very much for all your assistance.

With very best personal regards,

Sincerely,



for [REDACTED] Licensing Manager  
International Division