

sales organization to meet said requirements and also to compensate the Licensor by royalties, upon any of said products that it may desire to make and vend, all in return for the rights to accrue to it hereunder and as herein fixed.

The Grant

NOW, THEREFORE, in consideration of the mutual promises and undertakings of the parties as herein fixed,

IT IS HEREBY AGREED:

1. The Licensor hereby grants to the Licensee [the exclusive] right to make, use and sell any or all products that may come under the discovery above defined and under any improvement or addition thereto, as well as the exclusive right to use said process and any addition or improvement thereto, in the United States of American and its Dependencies. (We should appreciate an extension of non-exclusive licenses for as many foreign countries as possible. May we have your ideas upon this important subject?) The rights granted hereby shall be as broad as those now owned or hereafter acquired by the Licensor in the field covered hereby, subject, however, to the conditions and limitations hereinafter set out.
2. Said Licensee will promptly produce and properly test a sufficient amount of said product to properly determine its clinical value, furnishing the same, without cost, to the Licensor and a reasonable number of clinicians to be selected by the Licensor.
3. The Licensee agrees to commence the commercial manufacture and sale of said product within six months after the clinical work has proven, in the mutual judgment of the parties hereto, the advisability of marketing said product.

a license to
exercise all
its rights

Program of
Investigation