

SECURITIES AND EXCHANGE COMMISSION

FORM 8-K

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CENTOCOR INC

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SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, DC 20549

FORM 8-K

CURRENT REPORT

PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported) December 16, 1993

CENTOCOR, INC.

(Exact name of registrant as specified in its charter)

Pennsylvania

0-11103

23-2117202

(State or other juris-
diction of incorporation)

(Commission file
number)

(IRS Employer
Identification No.)

200 Great Valley Parkway, Malvern, Pennsylvania

19355

(Address of principal executive offices)

(Zip Code)

Registrant's telephone number, including area code (215) 651-6000

Not applicable

(Former name or former address, if changed since last report)

Item 5. Other Events.

On December 16, 1993, the Registrant entered into certain definitive Agreements with The Wellcome Foundation Limited ("Wellcome") concerning the development and marketing of certain of the Registrant's monoclonal antibody based cancer therapeutic products, including Panorex(R).

Under the agreements, Wellcome paid \$20 million to the Registrant in exchange for two million newly issued shares of the Registrant's common stock, which represents slightly less than five percent of the total outstanding shares of common stock of the Registrant. In addition, upon entering into the agreements, Wellcome paid \$10 million to the Registrant, and may make certain future payments up to \$70 million based on milestones and possible acquisition of certain manufacturing technologies.

Item 7. Financial Statements and Exhibits.

Exhibits:

- 10(a) Stock Purchase Agreement made as of December 16, 1993 by and between the Registrant and Wellcome.
- 10(b) Supply, Distribution and Sales Agreement dated December 16, 1993 by and among the Registrant, Centocor B.V. ("CBV"), Wellcome and Burroughs Wellcome Co. ("BW"). (The Registrant has requested confidential treatment for portions of this Agreement, which have been filed separately with the Securities and Exchange Commission).
- 10(c) Clinical and Regulatory Development Agreement dated December 16, 1993 among the Registrant, CBV, Wellcome and BW. (The Registrant has requested confidential treatment for portions of this Agreement, which have been filed separately with the Securities and Exchange Commission).
- 10(d) Manufacturing Technology Option Agreement dated as of December 16, 1993 among the Registrant, CBV, Wellcome and BW. (The Registrant has requested confidential treatment for portions of this Agreement, which have been filed separately with the Securities and Exchange Commission).
- 10(e) Centocor Technology License Agreement dated as of December 16, 1993 among the Registrant, CBV, Wellcome and BW. (The Registrant has requested confidential treatment for portions of this Agreement, which have been filed separately with the Securities and Exchange Commission).
- 10(f) Relicense Agreement dated as of December 16, 1993 among the Registrant, CBV, Wellcome and BW.
- 10(g) Appendix A to the several Agreements dated December 16, 1993 among the Registrant, CBV, Wellcome and BW. - Glossary of Terms (The Registrant has requested confidential treatment for portions of this document, which have been filed separately with the Securities and Exchange Commission)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

CENTOCOR, INC.
Registrant

Dated: January 21, 1994

By: /s/ George D. Hobbs

George D. Hobbs, Vice President,
Corporate Counsel and
Secretary

24153.1

THE WELLCOME FOUNDATION LIMITED

AND

CENTOCOR, INC.

STOCK PURCHASE AGREEMENT

The Wellcome Foundation Ltd
Legal Department
Unicorn House
P O Box 129
160 Euston Road
London NW1 2BP
England

Dated: As of December 16, 1993

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STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (the "Agreement") is made as of the 16th

day of December, 1993 by and between THE WELLCOME FOUNDATION LIMITED, a United Kingdom corporation of Unicorn House, PO Box 129, 160 Euston Road, London NW1 2BP, England ("WELLCOME"), and CENTOCOR, INC., a Pennsylvania corporation of 200

Great Valley Parkway, Malvern, Pennsylvania 19355-1307, USA ("CENTOCOR").

W I T N E S S E T H:

WHEREAS, WELLCOME and CENTOCOR desire to develop and pursue an alliance relating to, among other things, the development, manufacture, sale and distribution of anti-cancer therapies;

WHEREAS, in furtherance thereof, WELLCOME, CENTOCOR and CBV have entered into the Alliance Agreement (as defined in Section 1.3 hereof) which

contemplates, among other things, that CENTOCOR shall issue and sell to WELLCOME 2,000,000 shares of CENTOCOR'S common stock, par value \$.01 per share (the

"Common Stock"); and

WHEREAS, CENTOCOR desires to issue, sell and deliver to WELLCOME, and WELLCOME desires to subscribe for and purchase from CENTOCOR, 2,000,000 shares of Common Stock (together with such securities which may be issued from time to time, as a result of stock splits, stock dividends, recapitalizations, reorganizations or similar events, the "Shares") on the terms and conditions set

forth in this Agreement;

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, do hereby agree as follows:

ARTICLE 1
Definitions

1.1. "Affiliate" of a particular Person means any Person which, directly

or indirectly, controls, is controlled by, or is under common control with such particular Person. The term "control" (including, with correlative meaning, the

terms "controlled by" and "under common control with"), as used with respect to

any Person, means the possession, directly or indirectly, of the power to elect forty percent (40%) or more of the board of directors, or to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise; provided, however,

BURROUGHS WELLCOME INDIA LTD, WELLCOME PAKISTAN LTD, and BURROUGHS WELLCOME INDONESIA LTD shall be considered to be Affiliates of WELLCOME.

1.2. "Agreement" has the meaning set forth in the heading hereof.

1.3. "Alliance Agreement" means that certain agreement dated as of November

5, 1993 among WELLCOME, BURROUGHS WELLCOME CO., CENTOCOR and CENTOCOR B.V. relating to, among other things, the development, manufacture, sale and distribution of anti-cancer therapies.

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1.4. "Business Day" means any day which is not a Saturday, Sunday or a day

on which banks in the Commonwealth of Pennsylvania are authorized to close.

1.5. "CENTOCOR" has the meaning set forth in the heading hereof.

1.6. "Closing" and "Closing Date" have the meanings set forth in Section

2.1 and 2.2 hereof, respectively.

1.7. "Common Stock" has the meaning set forth in the preambles hereof.

1.8. "Court Order" means any judgment, decree, writ, injunction, order or

ruling of any Governmental Entity.

1.9. "Default" means (a) a breach of or default under any contract,

agreement, document or instrument, (b) the occurrence of an event with which the passage of time or the giving of notice or both would constitute a breach of or default under any contract, agreement, document or instrument or (c) the occurrence of an event that (with or without the passage of time or the giving of notice or both) would give rise to a right of damages, specific performance, termination, renegotiation or acceleration under any contract, agreement, document or instrument.

1.10. "Derivative Securities" has the meaning assigned to such term under

Rule 16a-1(c) promulgated by the SEC under the Exchange Act.

1.11. "Exchange Act" means the Securities Exchange Act of 1934, as amended,

and the Regulations promulgated thereunder or with respect thereto, or any successor or substitute Laws.

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1.12. "Existing Derivative Securities" means the Derivative Securities listed

on Schedule 1.12 hereto.

1.13. "GAAP" means generally accepted accounting principles consistently

applied, as applied in the United States of America.

1.14. "Governmental Entity" means any nation or government, any state or

other political subdivision thereof, and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

1.15. "Hereof" and words of similar import refer to this Agreement in its

entirety and not to a particular article, section or paragraph, unless specifically stated.

1.16. "Holder" means WELLCOME, together with any Affiliate of WELLCOME who

is the record owner of any of the Shares.

1.17. "Known" or "to the knowledge" or "to the best knowledge" or words of

similar import with respect to any Person mean the knowledge of any officer, director or manager who reports to an officer of such Person or an Affiliate of

such Person, and the knowledge which such officer, director or manager would have if he or she had made an inquiry, in a reasonably diligent manner, in connection with the preparation, negotiation, execution and delivery of this Agreement.

1.18. "Law" or "Regulation" means any applicable law, statute, rule,
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ordinance, regulation, order, decree, edict or other requirement of any Governmental Entity.

1.19. "Letter of Intent" means a certain letter agreement between WELLCOME

and CENTOCOR dated September 16, 1993.

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1.20. "Lien" means any mortgage, lien, security interest, pledge, negative

pledge, encumbrance, assessment, title retention agreement, restriction or restraint on transfer, defect of title, charge in the nature of a lien or security interest, or option (whether consensual, statutory or otherwise).

1.21. "Litigation" means any action, lawsuit, arbitration, criminal

prosecution, tax audit, administrative or other proceeding, or with respect to any Governmental Entity, any investigation or inquiry.

1.22. "Permit" means any and all licenses, franchises, permits, easements,

rights, consents, orders, approvals and other authorizations of or issued by any Governmental Entity.

1.23. "Person" means an individual, a sole proprietorship, a corporation,

a partnership, a joint venture, an association, a trust, or any other entity or organization, including a Governmental Entity.

1.24. "Preferred Stock" means the authorized preferred stock of CENTOCOR, par

value \$.01 per share.

1.25. "Purchase Price" has the meaning set forth in Section 2.1 hereof.

1.26. "Regulation D" means Regulation D promulgated by the SEC under the

Securities Act.

1.27. "Regulation S-X" means Regulation S-X promulgated by the SEC under

the Securities Act.

1.28. "Registration Rights Agreement" means that certain agreement of even

date herewith between WELLCOME and CENTOCOR

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relating to, among other things, the registration of the Shares under the Securities Act.

1.29. "Rule 144" means Rule 144 promulgated by the SEC under the Securities

Act.

1.30. "Schedules" means the schedules referenced in and delivered pursuant

hereto.

1.31. "SEC" means the United States Securities and Exchange Commission or

any successor Governmental Entity.

1.32. "SEC Reports" has the meaning set forth in Section 6.7 hereof.

1.33. "Securities Act" means the Securities Act of 1933, as amended, and

the Regulations promulgated thereunder or with respect thereto, or any successor or substitute Laws.

1.34. "Share Certificates" has the meaning set forth in Section 2.1 hereof.

1.35. "Shares" has the meaning set forth in the heading hereof.

1.36. "WELLCOME" has the meaning set forth in the heading hereof.

ARTICLE 2
Purchase and Sale of Shares

2.1. Purchase and Sale. At the closing referred to in Section 2.2 hereof

(the "Closing"), CENTOCOR shall issue, sell

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and deliver the Shares to WELLCOME, and WELLCOME shall subscribe for and

purchase the Shares from CENTOCOR, all upon the terms and subject to the conditions set forth herein. At the Closing, CENTOCOR will deliver to WELLCOME duly authorized and executed certificates evidencing the Shares, all of which will have been registered in the name of WELLCOME (the "Share Certificates"),

and WELLCOME will deliver to CENTOCOR the sum of Twenty Million United States Dollars (US \$20,000,000) (the "Purchase Price") by certified or official bank

check payable to the order of CENTOCOR or by wire transfer to CENTOCOR'S bank account at CoreStates Bank, N.A. (Account #01157800; ABA #031-000-011).

2.2. The Closing. The Closing shall take place at the offices of Pepper,

Hamilton & Scheetz, 3000 Two Logan Square, Eighteenth and Arch Streets, Philadelphia, Pennsylvania 19103-2799, or such other place as the parties shall mutually agree, simultaneously with the execution and delivery of this Agreement (the "Closing Date"). The Closing shall be effective as of the close of

business on the Closing Date. At the Closing, CENTOCOR shall deliver, or cause to be delivered, to WELLCOME the Share Certificates referred to in Section 2.1

hereof against receipt from WELLCOME of the Purchase Price to be delivered in accordance with Section 2.1 hereof.

ARTICLE 3
Restrictions of Transferability

3.1. Transfers Generally. The Shares shall be transferable only upon the conditions specified in this Section 3 and in the Registration Rights Agreement, which conditions are intended to insure compliance with the provisions of the Securities Act with respect to the transfer of Restricted Securities (as defined herein).

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3.2. Transfers of Restricted Securities Pursuant to Registration Statements and Rule 144. The Shares may be offered or sold by the Holder thereof pursuant to (a) an effective registration statement under the Securities Act or (b) to the extent applicable, Rule 144.

3.3. Other Transfers. A Holder may transfer any or all of the Shares, without registration or without compliance with the provisions of Rule 144, so long as it so notifies CENTOCOR and such notification is accompanied by an opinion of counsel reasonably acceptable to CENTOCOR to the effect that such

transfer may be made without registration under the Securities Act of the Shares sought to be transferred.

3.4. Restrictive Legends. Until otherwise permitted by Section 3.5 hereof,

each certificate representing any of the Shares shall bear a legend in substantially the following form:

THE SALE, DISPOSITION OR OTHER TRANSFER OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE IS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED IN THAT CERTAIN STOCK PURCHASE AGREEMENT DATED AS OF DECEMBER 16, 1993 BETWEEN CENTOCOR, INC. AND THE WELLCOME FOUNDATION LIMITED, AS THE SAME MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME, AND NO TRANSFER OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE SHALL BE VALID OR EFFECTIVE UNTIL THE CONDITIONS TO ANY TRANSFER WHICH ARE SET FORTH IN SUCH AGREEMENT HAVE BEEN SATISFIED. A COPY OF THE FORM OF SUCH AGREEMENT IS ON FILE AT THE OFFICE OF THE SECRETARY OF CENTOCOR, INC. AND MAY BE INSPECTED DURING NORMAL BUSINESS HOURS.

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR HAVE ANY OF THEM BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES OR BLUE SKY LAWS OF ANY STATE. THE SECURITIES REPRESENTED BY THIS CERTIFICATE MAY NOT BE SOLD, ASSIGNED, PLEDGED,

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HYPOTHECATED, ENCUMBERED OR IN ANY OTHER MANNER TRANSFERRED OR DISPOSED OF, EXCEPT IN COMPLIANCE WITH THE SECURITIES ACT OF 1933, AS AMENDED, THE RULES AND REGULATIONS PROMULGATED THEREUNDER, AND APPLICABLE STATE SECURITIES OR BLUE SKY LAWS AND REGULATIONS.

3.5. Termination of Restrictions. All restrictions imposed on the Shares

pursuant to this Section 3 shall cease and terminate automatically as to any

particular Shares when such Shares (a) shall have been effectively registered under the Securities Act and applicable state securities or blue sky laws and sold by the Holder thereof in accordance with such registration, (b) shall have been sold under and pursuant to Rule 144 or (c) shall be eligible to be sold under and pursuant to subsection (k) of Rule 144.

ARTICLE 4
Intentionally Omitted

ARTICLE 5

As a material inducement to CENTOCOR to enter into this Agreement and to consummate the transactions contemplated hereby, WELLCOME hereby represents and warrants to CENTOCOR as follows, which representations and warranties shall survive the Closing and the issuance and delivery of the Shares:

5.1. Organization and Good Standing. WELLCOME is a corporation duly

organized and validly existing under the laws of the United Kingdom.

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5.2. Corporate Power and Authority; Enforceability. WELLCOME has the

requisite power and authority (corporate and otherwise) to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby. The execution, delivery and performance by WELLCOME of this Agreement and the consummation by WELLCOME of the transactions contemplated hereby have been duly authorized by all necessary action (corporate or otherwise) on its part. This Agreement constitutes a legal, valid and binding obligation of WELLCOME, enforceable in accordance with its terms.

5.3. Validity of Contemplated Transactions. The execution, delivery and

performance by WELLCOME of this Agreement and the consummation by it of the transactions contemplated hereby do not (a) violate or contravene any provision of WELLCOME'S charter or bylaws; (b) violate, breach, conflict with, constitute a Default under, cause the acceleration of any payments pursuant to, or otherwise impair the good standing, validity, or effectiveness of, any agreement, contract, indenture, lease, license, or mortgage to which WELLCOME is a party or by which WELLCOME is bound; (c) violate any provision of any Law, Permit or Court Order applicable to WELLCOME; or (d) require any Permit or Required Consent of any Governmental Entity to be obtained by WELLCOME which has not been obtained.

5.4. Litigation; Compliance with Laws. There is no Litigation pending or,

to WELLCOME'S knowledge, threatened against or related to WELLCOME, nor any failure to comply with, violation of or any Default under, any Law, Permit or Court Order applicable to WELLCOME, in each case which might have a material adverse effect on the ability of WELLCOME to execute, deliver and perform this Agreement or on the ability of WELLCOME to consummate the transactions contemplated hereby.

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5.5. Securities Act Representations. WELLCOME is an "accredited investor"

within the meaning of Regulation D. WELLCOME has such experience in financial

and business matters such that it is capable of evaluating the merits and risks of purchasing the Shares. WELLCOME is purchasing the Shares for its own account, with no present intention of transferring, distributing or reselling the Shares, or any part thereof, all without prejudice, however, to the rights of WELLCOME at any time, in accordance with this Agreement and the Registration Rights Agreement, lawfully to sell or otherwise dispose of all or any part of the Shares. WELLCOME has had an opportunity to discuss CENTOCOR'S business, management and financial affairs with CENTOCOR'S management personnel.

ARTICLE 6
Representations and Warranties of CENTOCOR

As a material inducement to WELLCOME to enter into this Agreement and to consummate the transactions contemplated hereby, CENTOCOR hereby represents and warrants to WELLCOME as follows, which representations and warranties shall survive the Closing and the issuance and delivery of the Shares:

6.1. Organization and Good Standing. CENTOCOR is a corporation duly

organized, validly existing, and in good standing under the laws of the Commonwealth of Pennsylvania.

6.2. Corporate Power and Authority; Enforceability. CENTOCOR has the

requisite power and authority (corporate and otherwise) to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby. The execution, delivery and performance by CENTOCOR of this Agreement and the consummation by CENTOCOR of the transactions contemplated hereby,

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have been duly authorized by all necessary action (corporate or otherwise) on its part. This Agreement constitutes a legal, valid and binding obligation of CENTOCOR, enforceable in accordance with its terms.

6.3. Validity of Contemplated Transactions. The execution, delivery and

performance by CENTOCOR of this Agreement, and the consummation by it of the transactions contemplated hereby, do not (a) violate or contravene any provision of CENTOCOR'S charter or bylaws; (b) violate, breach, conflict with, constitute a Default under, cause the acceleration of any payments pursuant to, or otherwise impair the good standing, validity, or effectiveness of, any agreement, contract, indenture, lease, license, or mortgage to which CENTOCOR is a party or by which CENTOCOR is bound; (c) subject any of CENTOCOR'S properties or assets to any Lien or to any indenture, mortgage, contract, commitment, or agreement (other than this Agreement) to which it is a party or by which CENTOCOR or any of CENTOCOR'S properties or assets are bound; (d) violate any provision of any Law, Permit or Court Order applicable to CENTOCOR; or (e) require any Permit or Required Consent of any Governmental Entity to be obtained by CENTOCOR which has not been obtained.

6.4. Litigation; Compliance with Laws. There is no Litigation pending or,

to CENTOCOR'S knowledge, threatened against or related to CENTOCOR, nor any failure to comply with, violation of or any Default under, any Law, Permit or Court Order applicable to CENTOCOR, in each case which might have a material adverse effect on the ability of CENTOCOR to execute, deliver and perform this Agreement or on the ability of CENTOCOR to consummate the transactions contemplated hereby.

6.5. Capitalization; Ownership of CBV. CENTOCOR'S total authorized capital

stock consists of 100,000,000 shares of Common

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Stock, of which 41,664,676 shares were issued and outstanding on November 30, 1993, all of which have been validly issued, and are fully paid and non-assessable, and 10,000,000 shares of Preferred Stock, none of which shares are presently issued. Since November 30, 1993, CENTOCOR has not issued any shares of Common Stock other than shares of Common Stock issued pursuant to Existing Derivative Securities. Except for the Existing Derivative Securities, CENTOCOR does not have outstanding any Derivative Securities or any commitments to issue any Derivative Securities. CBV is a direct wholly-owned subsidiary of CENTOCOR.

6.6. Issuance of the Shares. The Shares, when issued and delivered to, and

paid for by, WELLCOME pursuant to and in accordance with the terms of this Agreement, (a) will have been validly issued, fully paid and non-assessable, (b) will be free and clear of any Liens (other than Liens imposed by the Securities Act), and (c) will have been issued without violation of any preemptive or other right to purchase Common Stock. Neither CENTOCOR nor any Person acting on behalf of CENTOCOR has offered or will offer the Shares, or any part thereof, or any similar securities of issue and sale to, or has solicited or will solicit any offer to acquire any of the same from, any Person so as to bring the issuance and sale of the Shares within the provisions of the registration and prospectus delivery requirements of the Securities Act.

6.7. Other Securities and Financial Statement Matters. CENTOCOR has duly

filed in a timely manner (without any permitted extension) all reports and any other applications and reports required to be filed by CENTOCOR with the SEC under the Exchange Act (the "SEC Reports"). The SEC Reports (including, in each

case, without limiting the generality thereof, the audited and unaudited financial statements of CENTOCOR included therein) when filed contained all statements required to be stated therein in

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accordance with the Exchange Act and did not contain any untrue statement of material fact or omit to state a material fact necessary to make any of the statements contained therein not misleading in light of the circumstances under which they were made and otherwise complied in all material respects with the applicable requirements of the Exchange Act. All of the shares of Common Stock heretofore issued and sold by CENTOCOR were issued and sold in accordance with, or were exempt from, the registration and prospectus delivery requirements of the Securities Act. The consolidated financial statements included in the SEC Reports comply as to form with the requirements of Regulation S-X and are derived from the applicable books and records of CENTOCOR, have been prepared in conformity with GAAP (as required by Regulation S-X) and present fairly the financial condition, results of operations, changes in securityholders' equity and cash flows of CENTOCOR on a consolidated basis, as at the close of business, or for the period ended, on the date of each of such financial statements.

6.8. Registration Rights. Except as set forth on Schedule 6.8 hereto,

there is not in effect any agreement to which CENTOCOR is a party or by which it is bound (including, without limitation, any such agreement among shareholders of CENTOCOR) pursuant to which holders of securities of CENTOCOR have a right to cause CENTOCOR to register such securities under the Securities Act other than as contemplated by the Registration Rights Agreement.

ARTICLE 7
Miscellaneous

7.1. Entire Agreement. This Agreement, together with the other Alliance

Documents (as defined in the Alliance Agreement),

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constitutes the entire understanding of the parties with respect to the subject matter contained herein and supersedes any prior understandings and agreements among them respecting such subject matter including, without limitation, the Letter of Intent; provided, however, the Confidentiality Agreement dated May 12,

1993 between WELLCOME and CENTOCOR, as amended on August 11, 1993, shall continue in full force and effect until the consummation of the transactions contemplated by the Alliance Agreement, at which time such agreement shall automatically terminate; provided further, the confidentiality agreement between

WELLCOME and CENTOCOR dated September 14, 1993 shall in all cases remain in full force and effect in accordance with its terms.

7.2. Amendments. This Agreement may be amended and supplemented only by a

written instrument duly executed by each of the parties.

7.3. Headings. The headings in this Agreement are for convenience of

reference only and shall not affect its interpretation.

7.4. Gender; Number. Words of gender may be read as masculine, feminine,

or neuter, as required by context. Words of number may be read as singular or
plural, as required by context.

7.5. Appendices; Exhibits and Schedules. All appendices, exhibits and

schedules referred to herein form an integral part of this Agreement and are
incorporated into this Agreement by such reference.

7.6. Severability. If any provision of this Agreement or the application

thereof to any Person or circumstance is held illegal, invalid or unenforceable,
such illegality, invalidity or

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unenforceability shall not affect any other provision hereof. This Agreement
shall, in such circumstances, be deemed modified to the extent necessary to
render enforceable the provisions hereof to the fullest extent permitted by Law.

7.7. Notices. All notices and other communications hereunder shall be in

writing and shall be given to the Person either personally or by sending a copy
thereof by first class United States express mail, postage prepaid and
return-receipt requested, or by a nationally-recognized courier service
guaranteeing next-day delivery, charges prepaid, or by telecopier (with the
original sent by either of the foregoing manners), to such Person's address (or
to such Person's telecopier number). All notices shall be deemed to have been
given to the Person entitled thereto when received.

If to WELLCOME, to:

THE WELLCOME FOUNDATION LIMITED
Unicorn House, P.O. Box 129
129 Euston Road
London NW1 2BP
Attention: Company Secretary
Telecopy No.: 011-44-71-388-5462

with a copy to:

BURROUGHS WELLCOME CO.
3030 Cornwallis Road
Research Triangle Park, NC 27709
Attention: Secretary
Telecopy No.: (919) 315-0478

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If to CENTOCOR, to:

CENTOCOR, INC.
200 Great Valley Parkway
Malvern, Pennsylvania 19355-1307
Attention: Secretary
Telecopy No.: (215) 651-6100

with a copy to:

Duane, Morris & Heckscher
One Liberty Place
Philadelphia, Pennsylvania 19103
Attention: David C. Toner, Esquire
Telecopy No.: (215) 979-1020

Notice of any change in any such address shall also be given in the manner set forth above. Whenever the giving of notice is required, the giving of such notice may be waived by the party entitled to receive such notice.

7.8. Waiver. No provision of this Agreement may be waived except by a

written instrument signed by the party hereto sought to be bound. No failure or delay by any party hereto in exercising any right or remedy hereunder or under applicable Law will operate as a waiver thereof, and a waiver of a particular right or remedy on one occasion will not be deemed a waiver of any other right or remedy, or a waiver on any subsequent occasion (it being understood that specific time frames for notice or actions to be taken shall be binding on the parties).

7.9. Assignment. Neither party hereto may assign its rights or delegate

any of its obligations hereunder without the

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prior written consent of the other party, except that, without such consent, (a) WELLCOME may assign all or any part of its rights and obligations hereunder to any Affiliate of WELLCOME, including but not limited to Burroughs Wellcome Co., a North Carolina corporation, so long as WELLCOME unconditionally guarantees the obligations of such Affiliate, (b) WELLCOME may assign all of its rights and delegate all of its duties under this Agreement to the transferee of all or substantially all of the line of business of which this Agreement forms a part or by way of merger or consolidation with another company and (c) CENTOCOR and CBV may assign all of their rights and delegate all of their duties to a transferee of all or substantially all their assets or by way of merger or consolidation with another company. If any party shall assign its rights and delegate its duties pursuant to clauses (b) or (c) of this Section 7.9, the

Person to whom such rights are assigned and duties are delegated shall assume

all of the obligations of the applicable party under this Agreement. The guarantee by WELLCOME referenced in clause (a) of this Section 7.9 is a guaranty

of payment and performance, and not of collection; and in case of a default by an Affiliate of WELLCOME to which rights have been assigned or obligations delegated pursuant to such clause (a), CENTOCOR and CBV shall have the right to

proceed first against WELLCOME without the necessity to proceed against or join such Affiliate.

7.10. Successors and Assigns. This Agreement shall bind, inure to the

benefit of and be enforceable by the successors and permitted assigns of the parties hereto.

7.11. Governing Law. This Agreement shall be construed and enforced in

accordance with the Laws of the Commonwealth of Pennsylvania without regard to principles of conflicts of law applicable in such jurisdiction.

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7.12. No Benefit to Others. The representations, warranties, covenants

and agreements contained in this Agreement are for the sole benefit of the parties hereto and their successors and permitted assigns, and they shall not be construed as conferring, and are not intended to confer, any rights on any other Person.

7.13. Continuing Obligation. Except as otherwise specifically provided

herein, neither termination nor expiration of this Agreement shall relieve any party hereto from any obligation under this Agreement which accrued, or arose from facts and circumstances in existence, prior thereto.

7.14. Counterparts. This Agreement and any amendment or supplement hereto

may be executed in any number of counterparts and any party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. The execution of

-19-

this Agreement and any such amendment or supplement by any party hereto will not become effective until counterparts hereof have been executed by all the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered as of the date first above written by their duly authorized representatives.

FOR AND ON BEHALF OF
THE WELLCOME FOUNDATION LIMITED

By: /s/ Trevor M. Jones

Name: Trevor M. Jones

Title: Director/Research, Development

& Medical

CENTOCOR, INC.

By: /s/ Bobba Venkatadri

Name: Bobba Venkatadri

Title: Executive Vice-President

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SCHEDULE 6.8

Under a certain Investment Agreement dated as of July 15, 1992 between CENTOCOR and Eli Lilly & Company, CENTOCOR is obligated, under certain circumstances, to register under the Securities Act 2,000,000 shares of CENTOCOR Common Stock acquired by Eli Lilly & Company under such agreement.

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SCHEDULE 1.12

DERIVATIVE SECURITIES

Shares Issuable Upon Exercise of Warrants Outstanding at September 30, 1993:

<TABLE>

<CAPTION>

=====

SHARES	EXERCISE	EXERCISE	ORIGINAL	YEAR ISSUED
-----	-----	-----	-----	-----
ISSUABLE	PRICE/SHARE	PERIOD	FINANCING	

<S>	<C>	<C>	<C>	<C>
997,796	\$21.495	Through 11/30/93	CPII	1987
1,475,548	\$ 19.33	Through 2/28/95	CPIII	1988
882,242	\$16.655	Through 2/28/95	CPIII	1987
535,556	\$ 10.83*	Through 2/28/96	CPIII	1988
5,441,600	\$ 11.25	Through 12/31/94	Tocor Inc.	1989
2,250,000	\$ 64.50	1/1/94 through 12/31/96	Tocor II, Inc.	1992
2,250,000	**	**	Tocor II, Inc.	1992

13,832,742

</TABLE>

* The exercise price increases by \$2.50 per share for the last two years of the exercise period.

* Warrants are callable by Centocor, Inc. The exercise price per share and exercise period have not yet been established.

<TABLE>

<S>	<C>
Shares Issuable Upon Exercise of Options Outstanding at September 30, 1993	5,801,668
Shares Reserved for Issuance at September 30, 1993 in Connection With Stock Option Plans	7,917,988
Shares Issuable Upon Vesting of Restricted Stock Awards Outstanding at September 30, 19993	329,842

Shares Reserved For Issuance at

September 30, 1993 in Connection With Restricted Stock Award Plan	1,074,990
--	-----------

Shares Reserved For Issuance at September 30, 1993 in connection with the Company's Convertible Subordinated Notes Due February 1, 2001	3,842,883
--	-----------

Shares Reserved For Issuance at September 30, 1993 in connection with the Company's Convertible Subordinated Debentures Due 2001	2,049,181
---	-----------

</TABLE>

The number of shares of Centocor Common Stock outstanding at November 30, 1993 was 41,664,676

THE REGISTRANT HAS REQUESTED CONFIDENTIAL TREATMENT FOR CERTAIN PORTIONS OF THIS AGREEMENT. THOSE PORTIONS HAVE BEEN OMITTED FROM THIS COPY OF THE AGREEMENT AT THE PLACES INDICATED BY DOUBLE ASTERISKS (**); AND HAVE BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

THE WELLCOME FOUNDATION LIMITED

AND

BURROUGHS WELLCOME CO.

AND

CENTOCOR, INC.

AND

CENTOCOR B.V.

SUPPLY, DISTRIBUTION AND SALES AGREEMENT

THE WELLCOME FOUNDATION LIMITED
Legal Department
Unicorn House
P O Box 129
160 Euston Road
London NW1 2BP

Dated As of December 16, 1993

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SCHEDULE 12.1	--	TECHNICAL INFORMATION RELATING TO F&C TECHNICAL PROGRAM
SCHEDULE 20.2	--	ADVERSE REACTION PROCEDURES

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SUPPLY, DISTRIBUTION AND SALES AGREEMENT

THIS SUPPLY, DISTRIBUTION AND SALES AGREEMENT (the "Agreement") is dated

as of the 16th day of December, 1993 by and among THE WELLCOME FOUNDATION

LIMITED, a United Kingdom corporation of Unicorn House, PO Box 129, 160 Euston Road, London NW1 2BP, England ("WELLCOME"), BURROUGHS WELLCOME CO., a North

Carolina corporation of 3030 Cornwallis Road, Research Triangle Park, North Carolina 27709 ("BW"), CENTOCOR, INC., a Pennsylvania corporation of 200 Great

--

Valley Parkway, Malvern, Pennsylvania 19355, USA ("CENTOCOR"), and CENTOCOR

B.V., a Netherlands corporation of Einsteinweg 101, PO Box 251, 2300 AG Leiden, the Netherlands ("CBV").

WITNESSETH:

WHEREAS, CENTOCOR and CBV are engaged in research and development with respect to pharmaceutical products;

WHEREAS, CENTOCOR has undertaken certain research, clinical and regulatory development of an anti-cancer pharmaceutical product containing a murine monoclonal antibody that binds to the 17-1A antigen;

WHEREAS, CENTOCOR is willing to appoint WELLCOME, and WELLCOME is willing to accept appointment as, the exclusive distributor of such pharmaceutical product for the world, except certain countries in Asia, all in accordance with this Agreement;

WHEREAS, as distributor, WELLCOME is to buy and CENTOCOR is to sell to WELLCOME, such product, all as set forth in this Agreement;

WHEREAS, for certain North American markets, the parties contemplate that WELLCOME will buy and CENTOCOR will sell to WELLCOME fully purified, pre-formulated product in bulk form which will require additional processing, and such processing will be conducted at the BW facility located in Greenville, North Carolina or another WELLCOME facility, all as more fully set forth in this Agreement;

WHEREAS, CENTOCOR will supply to WELLCOME, in accordance with this Agreement, the know-how and technical information necessary or appropriate for the processing of fully purified, pre-formulated product in bulk form into finished product;

WHEREAS, CENTOCOR is the proprietor of the trademark PANOREX in certain countries and has entered into a Trademark Agreement of even date herewith with WELLCOME allowing WELLCOME to use the trademark PANOREX in connection with the product in accordance with terms and conditions therein contained; and

WHEREAS, WELLCOME is the proprietor of the Wellcome Indicia which will be applied and used in connection with the product in accordance with the terms and conditions hereof;

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, and for other good and valuable consideration,

the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, do hereby agree as follows:

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1. DEFINITIONS

The terms defined in the Glossary attached as Appendix A hereto, when used in this Agreement, shall have the meanings set forth in such Glossary, unless the context requires otherwise.

2. JOINT AND SEVERAL LIABILITY; PERFORMANCE BY AFFILIATES

2.1. Each obligation and liability of CENTOCOR under this Agreement shall be an independent, joint and several obligation of CENTOCOR and CBV. Each of CENTOCOR and CBV shall be fully liable for performance under this Agreement, notwithstanding (a) the voluntary or involuntary liquidation, dissolution, sale or other disposition of all, or substantially all of the assets, marshalling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition with creditors or readjustment of, or other similar proceedings affecting CBV or CENTOCOR or any contest of the validity of this Agreement in any such proceeding; or (b) any Law or Court Order now or hereafter in effect in any jurisdiction which might in any manner affect any of such terms or provisions or any of the rights of WELLCOME or BW with respect thereto or which might cause or permit CBV or CENTOCOR to invoke any defense to, or any alteration in the time, amount or manner of performance of, any or all of their respective obligations under this Agreement, except to the extent such Law or Court Order renders such obligations unlawful or to the extent such Court Order constitutes a remedy for a breach by WELLCOME or BW. The invalidity or unenforceability of this Agreement as to either of CENTOCOR or CBV shall not render this Agreement invalid or unenforceable as to the other. The invalidity or unenforceability of this Agreement in any

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jurisdiction shall not in itself render this Agreement invalid or unenforceable in another jurisdiction. If any obligation hereunder of either CBV or CENTOCOR is not performed by such party punctually, the other of CBV or CENTOCOR, as applicable, will, without demand being made by WELLCOME, immediately perform such obligation.

2.2. To the extent that BW has an obligation hereunder, either expressly or by assignment by WELLCOME, WELLCOME hereby guarantees the full payment and performance of such obligation. Each of WELLCOME and BW shall be fully liable for performance of their obligations under this Agreement, notwithstanding (a) the voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all of the assets, marshalling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of

creditors, reorganization, arrangement, composition with creditors or readjustment of, or other similar proceedings affecting BW or WELLCOME or any contest of the validity of this Agreement in any such proceeding; or (b) any Law or Court Order now or hereafter in effect in any jurisdiction which might in any manner affect any of such terms or provisions or any of the rights of CENTOCOR with respect thereto or which might cause or permit BW or WELLCOME to invoke any defense to, or any alteration in the time, amount or manner of performance of, any or all of the respective obligations under this Agreement, except to the extent such Law or Court Order renders such obligations unlawful or to the extent such Court Order constitutes a remedy for a breach by CENTOCOR or CBV. The invalidity or unenforceability of this Agreement as to either of WELLCOME or BW shall not render the respective obligations of the other under this Agreement invalid or unenforceable. The invalidity or unenforceability of this Agreement in any jurisdiction shall not in itself render this Agreement invalid or unenforceable in another jurisdiction. If

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any obligation hereunder of BW is not performed by it punctually, WELLCOME will, without demand being made by CENTOCOR, immediately perform such obligation.

3. APPOINTMENT AS DISTRIBUTOR

3.1. CENTOCOR and CBV hereby appoint WELLCOME and its Affiliates as the exclusive distributor for CENTOCOR and its Affiliates of the 17-1A Product in the Territory and grant WELLCOME and its Affiliates the exclusive right to promote, sell, market and distribute the 17-1A Product in the Territory subject to the terms and conditions herein set forth.

3.2. WELLCOME hereby agrees to act in that capacity subject to the terms and conditions herein set forth.

3.3. Notwithstanding the foregoing, and to the extent permitted by applicable Law, if both (a) either (x) the Product Committee determines that it is inadvisable for WELLCOME or its Affiliates to promote, use, sell, market or distribute the 17-1A Product in any country in the Territory or (y) WELLCOME or its Affiliates are prevented by any applicable Law from doing so, and (b) CENTOCOR'S promotion, use, sale, marketing or distribution in such country does not adversely affect WELLCOME'S promotion, use, sale, marketing or distribution in any other country of the Territory, then, for so long as WELLCOME or its Affiliates do not promote, use, sell, market or distribute the 17-1A Product in a country described in clause (a) of this Section 3.3, CENTOCOR or its

authorized agent may promote, use, sell, market or distribute the 17-1A Product in such country; provided, however, neither CENTOCOR nor its authorized agent

may, without the express written consent of WELLCOME, use either the Panorex Trademarks or the Wellcome House Marks or otherwise associate WELLCOME with

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such promotion, use, sale, marketing or distribution of the 17-1A Product.

3.4. To the extent permitted by applicable Law, and except with WELLCOME'S express written consent to the contrary, if WELLCOME or any of its Affiliates are no longer prevented by applicable Law from promoting, using, selling, marketing or distributing the 17-1A Product in a country referenced in Section 3.3(b) hereof or the Product Committee determines that it is no longer

inadvisable for WELLCOME and its Affiliates to engage in promoting, using, selling, marketing or distributing the 17-1A Product in a country in the Territory, then WELLCOME may upon at least ninety (90) days' prior notice to CENTOCOR commence sales of the 17-1A Product in such country. Immediately upon WELLCOME'S commencing sales in such country, CENTOCOR shall cease all of its efforts in such country with respect to the 17-1A Product, except that CENTOCOR and its authorized agent may fulfill any outstanding orders then existing with respect to such country.

3.5. Subject to the provisions with respect to early termination set forth in Sections 26 and 27 hereof, this Agreement shall commence on the date

hereof and shall continue in full force and effect with respect to each country in the Territory for a period of fifteen (15) years from First Commercial Sale in such country. During the period commencing one (1) year prior to the expiration of the aforementioned fifteen (15) year period with respect to any country in the Territory (a "Country Expiration Date"), CENTOCOR and WELLCOME

shall negotiate in good faith with respect to the renewal of this Agreement with respect to such country on terms and conditions mutually acceptable to the parties; provided, however, nothing contained herein shall obligate either

CENTOCOR or WELLCOME to renew this Agreement. Prior to the date which is six (6) months

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prior to a Country Expiration Date, neither CENTOCOR nor CBV, nor any of their respective officers, directors, employees, shareholders, agents or Affiliates shall solicit, initiate, furnish information relating to or participate in negotiations with any Third Party with respect to the promotion, use, sale, marketing, distribution or supply of the 17-1A Product or of any pharmaceutical product containing the 17-1A Antibody with respect to the applicable country in the Territory. Following the date which is six (6) months prior to a Country Expiration Date, CENTOCOR shall have the right to negotiate with Third Parties with respect to rights in the applicable country to promote, use, sell, market and distribute the 17-1A Product.

3.6. If the parties hereto fail to renew this Agreement with respect to a given country in the Territory as provided in Section 3.5 hereof, whether for

any reason or for no reason, then CENTOCOR shall pay to WELLCOME, in cash, with respect to such country for which this Agreement was not renewed, a Termination

Fee. A "Termination Fee," with respect to a country, means an amount equal to
(**)

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3.7. To assure appropriately the rights hereby granted to WELLCOME and except to the extent required by applicable Law, during the term of this Agreement, neither CENTOCOR nor its Affiliates shall (a) release or deliver, or authorize the release or delivery of, or otherwise transfer or assign its rights in, the Wistar Hybridoma, the Centocor Hybridoma or any cell line producing the 17-1A Antibody or a Derivative 17-1A Antibody to any Third Party; (b) grant any rights to manufacture, have manufactured or sell, including the right to sell for resale, any products incorporating the 17-1A Antibody or any Derivative 17-1A Antibody; or (c) assign or transfer the Centocor Technology or otherwise grant to Third Parties the right to use the Centocor Technology to develop, make, have made, use, market, promote or sell 17-1A Product or Derivative 17-1A Product other than such rights as are granted to WELLCOME, as have been previously granted to Ajinomoto or as are granted to another Permitted Distributor in accordance with this Agreement. Nothing in this Section 3.7

shall limit the ability of CENTOCOR and CBV to assign their rights and delegate their duties as provided in Section 25 hereof.

3.8. If CENTOCOR or any of its Affiliates enters into an agreement with another distributor with respect to 17-1A Product at any time at which pursuant to this Agreement WELLCOME or any of its Affiliates is the exclusive distributor of 17-1A Product in any country in the Territory, then CENTOCOR or its Affiliates, as applicable, shall agree with such other distributor, to the extent permitted by applicable Law, that (a) with respect to selling into any country in which WELLCOME or any of its Affiliates is exclusive distributor, such other distributor shall refrain, with respect to 17-1A Product, from seeking customers, from establishing any branch, and from maintaining any distribution depot, and (b) with respect to selling in any

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country in which WELLCOME or any of its Affiliates is exclusive distributor, other than a member of the European Economic Community or such other country that by applicable Law prohibits the restriction contained in this clause (b),

such other distributor shall refrain from directly or indirectly selling 17-1A Product.

4. OPTION FOR JAPAN, REPUBLIC OF KOREA, PEOPLE'S REPUBLIC OF CHINA AND TAIWAN

4.1. If at any time CENTOCOR shall terminate Ajinomoto as CENTOCOR'S distributor of 17-1A Product in any country in the Ajinomoto Territory, or modify the Ajinomoto Agreement so as to permit CENTOCOR to appoint another distributor for the 17-1A Product on a non-exclusive basis for any country in

the Ajinomoto Territory or to appoint an exclusive distributor of the 17-1A Product for a portion of such country, or the Ajinomoto Agreement shall expire by its terms, CENTOCOR shall promptly give WELLCOME written notice of such termination, modification or expiration. Thereupon, at WELLCOME'S exclusive option to be exercised by written notice to CENTOCOR not later than ninety (90) days after WELLCOME'S receipt of CENTOCOR'S notice, CENTOCOR and WELLCOME shall negotiate in good faith the terms and conditions of a clinical and regulatory development agreement and a supply, distribution and sale agreement for the country or portion of a country with respect to which Ajinomoto's rights are no longer exclusive (the "Former Ajinomoto Territory"). It is the intent of the

parties that such supply, distribution and sale agreement be on terms and conditions similar to this Agreement, subject to such modifications as may be necessary to reflect the special circumstances of the applicable country in the Former Ajinomoto Territory and any subsisting or remaining rights of Ajinomoto and further subject to the intent of the parties that the relative economic benefits of the parties as a whole with respect to the

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Former Ajinomoto Territory be substantially equivalent to the relative economic benefits of the parties as a whole with respect to the Territory. If WELLCOME and CENTOCOR are unable to come to agreement within (**) following WELLCOME'S exercise of the option to negotiate, unless such

period shall be extended by mutual consent of the parties hereto, then CENTOCOR shall have the right to negotiate with Third Parties with respect to rights in the applicable Former Ajinomoto Territory to promote, use, sell, market and distribute the 17-1A Product, subject to the further provisions of this Section

4.1. If CENTOCOR shall reach agreement in principle with any such Third Party as
- ---

to rights in the applicable Former Ajinomoto Territory, CENTOCOR shall first offer such rights on the same terms and conditions to WELLCOME, and WELLCOME shall have thirty (30) days to accept or reject such terms and conditions. If within such period WELLCOME rejects such terms and conditions or fails to accept such terms and conditions, then, for a period of one hundred eighty (180) days from the earlier of WELLCOME'S rejection or the end of such period, CENTOCOR may enter into an agreement on such terms and conditions with the applicable Third Party.

4.2. Any distribution rights obtained pursuant to this Section 4 with

respect to all or a portion of a country shall be for a period of fifteen (15) years from the First Commercial Sale by WELLCOME or its Affiliates under such distribution rights in such portion or all of the applicable country in the Former Ajinomoto Territory.

5. PURCHASE AND SUPPLY OBLIGATIONS

5.1. CENTOCOR shall supply WELLCOME with, and WELLCOME shall purchase from CENTOCOR, the requirements of WELLCOME and its Affiliates of Salable 17-1A

country in the Territory for which Regulatory Approval has been issued, all in accordance with the terms and conditions herein contained. All such Salable 17-1A Product shall meet applicable 17-1A Product Specification.

5.2. Pre Formulated Bulk Antibody shall be supplied only to the Greenville Facility and only for purposes of Filling and Capping with the resulting Final 17-1A Product being resold in (**); provided, however, in

the event that by reason of Force Majeure the Leiden Facility delivers Inadequate Supplies of Final 17-1A Product for the Territory other than (**)

or in the event of mutual consent of the parties hereto, WELLCOME may sell Final 17-1A Product that resulted from Filling and Capping at the Greenville Facility in the Territory outside North America. "Force Majeure"

means a cause beyond the reasonable control and without the fault or negligence of the applicable party, including, without limitation, act of God; Law; war; insurrection or civil commotion; destruction of production facilities or materials by earthquake, fire, flood or storm; labor disturbance; epidemic; or failure of suppliers; public utilities or common carrier. "Inadequate Supplies"

of Final 17-1A Product means Final 17-1A Product delivered by CENTOCOR such that, in any (**) months, CENTOCOR has delivered in at least (**) of those months less than (**) of the Final 17-1A Product it is required to deliver in those months pursuant to Section 6.6 hereof (including

amounts which were required to be delivered in prior months pursuant to Section 6.6 hereof and were not delivered). Nothing in this Section 5.2 releases

CENTOCOR from its obligations to supply Salable 17-1A Product under Section 6.6 hereof.

5.3. All Firm Orders placed by WELLCOME for the supply of the Final 17-1A Product and Pre Formulated Bulk Antibody shall be deemed to incorporate Wellcome's Standard Terms and Conditions of

Purchase in force at that time (copies of the current versions of which are annexed hereto as Schedule 5.3 hereof) insofar as such terms and conditions are

not varied by or inconsistent with this Agreement. In the event of inconsistencies between the terms of this Agreement and Wellcome's Standard Terms and Conditions of Purchase, the terms of this Agreement shall prevail.

5.4. WELLCOME shall from time to time place Firm Orders for the Salable

5.5. CENTOCOR shall supply WELLCOME, at WELLCOME'S option, at any time during the term of this Agreement, up to (**) stock of Final 17-1A Product and/or Pre Formulated Bulk Antibody based on the most recent Requirements Forecasts as defined below and Launch Forecasts as defined below, together with relevant material safety data sheets and instructions and all relevant and necessary storage information.

5.6. In the event that WELLCOME elects to exercise its option under the provisions of Section 5.5 hereof, WELLCOME shall inform CENTOCOR of its decision

in writing. CENTOCOR shall be obliged to provide the stock of Final 17-1A Product and Pre Formulated Bulk Antibody, as applicable, within (**) of receiving WELLCOME'S request for the same.

6. FORECAST - ORDER AND DELIVERY PROCEDURES

6.1. WELLCOME shall provide to CENTOCOR not later than thirty (30) days prior to the commencement of each Quarter (such Quarter, the "Initial Quarter" and the immediately succeeding quarter, the "Second Quarter") a forecast of WELLCOME'S requirements for Salable 17-1A Product for each of the Initial Quarter and the immediately succeeding three (3) quarters (a

"Requirements Forecast"). The Initial Quarter and Second Quarter forecasts

shall not include requirements for any Launch Country. A "Launch Country" means

any country in the Territory until Launch has occurred in such country and WELLCOME has notified CENTOCOR that such country is no longer to be treated as a Launch Country.

6.1.1. Each Requirements Forecast shall differentiate between requirements for Final 17-1A Product and Pre Formulated Bulk Antibody with differentiation among the countries for which the Final 17-1A Product is to be labeled and packaged. With respect to Pre Formulated Bulk Antibody, such Requirements Forecasts, Launch Forecasts (as described below) and Firm Orders shall specify the bulk vial equivalent to be delivered rather than the actual quantity of Pre Formulated Bulk Antibody. In calculating such actual quantity, Centocor shall take into account process yield as determined by the Product Committee and batch specific and any other factors that would influence yield.

6.1.2. The quantity forecast for each of Final 17-1A Product and Pre Formulated Bulk Antibody for the Initial Quarter in each Requirements Forecast other than the first Requirements Forecast under this Section 6.1 shall

not be more than (**) above or below such quantity forecast for the Second Quarter in the immediately preceding Requirements Forecast. Such limits on variations in quantities of Final 17-1A Product shall not limit the right of WELLCOME to vary its Firm Orders with respect to the countries for which such quantities are to be labeled and packaged. There shall be no restriction on the quantities shown in the forecasts for the Second Quarter and subsequent quarters in each Requirements Forecast.

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6.2. When the Product Committee identifies a potential Launch in a country in the Territory, but not earlier than one (1) year and not later than six (6) months prior to such date, WELLCOME will begin providing to CENTOCOR forecasts of WELLCOME'S requirements of 17-1A Product in such country (a "Launch Forecast") for the twelve (12) month period beginning on the Launch and shall

continue such forecasts until the applicable country ceases to be a Launch Country. The Launch Forecast shall be updated from time to time as WELLCOME shall desire or the Product Committee shall request.

6.3. The Requirements Forecasts and Launch Forecasts shall not constitute Firm Orders. To constitute a Firm Order, an order must be submitted in writing on the Purchase Order form, be labeled as a Firm Order by WELLCOME or its Affiliate, as applicable, and shall specify all necessary or appropriate instructions with regard to the labeling and destination of the Final 17-1A Product or Pre Formulated Bulk Antibody, as applicable.

6.4. WELLCOME shall submit Firm Orders for Salable 17-1A Product for delivery during a Quarter equal to the quantities (but not necessarily for the countries) forecast for such Quarter in the Requirements Forecast which reflects such Quarter as the Initial Quarter.

6.5. With respect to a Launch Country, WELLCOME shall upon receipt of all Regulatory Approvals with respect to such country, submit Firm Orders for delivery in a Quarter of the lesser of the amounts set forth in the then most recent Launch Forecast for such Quarter (pro rated if Regulatory Approval comes after the beginning of such Quarter) or as agreed by the Product Committee. Once a Launch Country is included in the forecast for the Initial

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Quarter of a Requirements Forecast, WELLCOME shall not be required to place Firm Orders under this Section 6.5.

6.6. CENTOCOR shall fulfill each Firm Order submitted pursuant to Sections 6.4 or 6.5 hereof for Final 17-1A Product and Pre Formulated Bulk

Antibody specified in such Firm Order. Salable 17-1A Product ordered pursuant to Section 6.4 hereof shall be delivered within four (4) weeks of CENTOCOR'S

- -----
receipt of the applicable Firm Order. Salable 17-1A Product ordered pursuant to
Section 6.5 hereof shall be delivered within a period selected by the Product
- -----

Committee but in no event later than ninety (90) days after CENTOCOR'S receipt
of the applicable Firm Order. Upon delivery to WELLCOME, all Final 17-1A
Product shall have at least (**) of its shelf life
remaining and Pre Formulated Bulk Antibody shall have such shelf life that upon
Filling and Capping, the shelf life remaining shall be (**) for Final 17-1A Product. At CENTOCOR'S request, WELLCOME will accept Final
17-1A Product with a shelf life less than (**), but in the
event such Final 17-1A Product is not sold due to the limited shelf life
remaining, CENTOCOR will refund the payment made by WELLCOME to CENTOCOR for
such stock.

6.7. CENTOCOR and CBV shall use commercially reasonable efforts to supply
to WELLCOME any requirements of WELLCOME in excess of those required to be
delivered under Section 6.6 hereof.

6.8. If there is a shortfall or anticipated shortage of Final 17-1A
Product and/or Pre Formulated Bulk Antibody and/or any other essential materials
used in the production of 17-1A Product and/or any delay in shipment or delivery
occasioned by CENTOCOR or its Affiliates, CENTOCOR hereby undertakes and agrees
(a) immediately to notify WELLCOME and its Affiliates as

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to the reason for the shortage of supply and to provide an indication of the
duration of the delay and (b) to use its best efforts to allocate to WELLCOME as
much Final 17-1A Product and Pre Formulated Bulk Antibody as is available as a
matter of priority in accordance with WELLCOME'S estimated requirements and Firm
Order(s) made under the terms hereof. CENTOCOR shall not grant an equal or
higher priority to any Third Party than to WELLCOME and its Affiliates with
respect to shipment of products from the Leiden Facility, except as may exist on
the date hereof. Nothing in this Section 6.8 releases CENTOCOR from its

obligations to supply Salable 17-1A Product under Section 6.6 hereof.

6.9. CENTOCOR shall use best efforts to make up all shortfalls in
delivery in accordance with a Firm Order as promptly as possible and shall
promptly supply Final 17-1A Product and Pre Formulated Bulk Antibody to WELLCOME
to meet such Firm Order.

6.10. WELLCOME shall in its forecasting and ordering maintain inventories
of Salable 17-1A Product in accordance with inventory management systems it uses
for other products of similar status and exposure in the marketplace.

7. PAYMENT TERMS FOR 17-1A PRODUCT

7.1. PURCHASE PRICE

7.1.1. For all Final 17-1A Product delivered by CENTOCOR to
WELLCOME, WELLCOME shall pay as the Purchase Price to CENTOCOR:

(a) (**) of Net Sales by WELLCOME and its Affiliates
of such Final 17-1A Product on the

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(**) of Net Sales of such
Final 17-1A Product;

(b) (**) of Net Sales by WELLCOME and
its Affiliates of such Final 17-1A Product on the (**)
of Net Sales of such Final 17-1A Product; and

(c) (**) of Net Sales by WELLCOME and
its Affiliates of such Final 17-1A Product on Net Sales thereafter for the term
of this Agreement.

The appropriate Purchase Price level shall be measured from the date of First
Commercial Sale in the Territory, based on total Net Sales made in the initial
term and any renewal term of this Agreement.

7.1.2. For all Pre Formulated Bulk Antibody supplied to the
Greenville Facility, WELLCOME shall pay as the Purchase Price to CENTOCOR
(**) of Net Sales
by WELLCOME and its Affiliates of Final 17-1A Product resulting from the Filling
and Capping of such Pre Formulated Bulk Antibody.

7.1.3. Notwithstanding Section 7.1.2 hereof, if any Pre Formulated

Bulk Antibody supplied to the Greenville Facility shall be rendered unsalable by
reason of a failure of Filling and Capping, or if any such Pre Formulated Bulk
Antibody shall be deemed to be Unnecessary Waste, the Purchase Price thereof
shall be the lesser of the (**)
CENTOCOR'S cost shall mean direct labor, direct materials, variable burden and
fixed burden allocated to Pre Formulated Bulk

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Antibody. "Unnecessary Waste" means the difference between the yield of Final

17-1A Product from Pre Formulated Bulk Antibody actually achieved in Filling and
Capping at the Greenville Facility and the feasible yield as determined by the
Product Committee. The Product Committee shall determine such feasible yield
taking into account actual yields at the Leiden Facility, special circumstances
at the Greenville Facility (including the length of time it has been conducting
Filling and Capping and variations in equipment) and the composition of specific

shipment of Pre Formulated Bulk Antibody.

7.1.4.

(**)

Nothing in this Section 7.1.4 or in any negotiations or agreements entered into

pursuant to this Section 7.1.4 shall limit the indemnification obligations of

CENTOCOR and CBV under Section 22.1 hereof.

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7.1.5. If the Centocor Hybridoma or the Wistar Hybridoma enters, or is established already to be in, the public domain, in the Territory and, as a result, a 17-1A Product or Derivative 17-1A Product competitive with the 17-1A Product is marketed, sold or distributed hereunder by a Third Party in the Territory, then the percentage applied to Net Sales under Sections 7.1.1 and

7.1.2 hereof shall be adjusted by multiplying such percentage by (**).

7.2. INTERIM PAYMENTS

7.2.1. As further set forth in this Section 7.2, initial payments

will be made based on estimates of the Purchase Price ("Final 17-1A Product

Interim Prices" and "Pre Formulated Bulk Antibody Interim Prices,"

respectively).

7.2.2. As interim payment of the Purchase Price, WELLCOME and its Affiliates will pay the then current Final 17-1A Product Interim Price within
(**) after WELLCOME'S receipt of the invoice for Final 17-1A Product and

the then current Pre Formulated Bulk Antibody Interim Price within (**)
after WELLCOME'S receipt of the invoice for Pre Formulated Bulk Antibody shipped
pursuant to a Firm Order, provided that such Final 17-1A Product or Pre
Formulated Antibody has met the standards set forth in Section 21.4 hereof, and

provided further that from and after payment of the Purchase Price for Final
17-1A Product delivered by CENTOCOR in an aggregate of (**), payments
of the Final 17-1A Product Interim Price shall be due within (**) after
WELLCOME'S receipt of invoice. If the days outstanding for WELLCOME'S average
trade receivables (exclusive of bad debts) in the Territory on sales of Final
17-1A Product shipped as such by CENTOCOR at any time exceed (**), then
the payment terms from WELLCOME to CENTOCOR

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with respect to Final 17-1A Product shipped by CENTOCOR shall be adjusted by
adding to such terms (**) of the excess of the number of days such
average trade receivables are outstanding over (**).

7.2.3. Based on WELLCOME'S proposed gross selling price and its
reasonable estimates of items that will be deducted therefrom to determine Net
Sales, WELLCOME will notify CENTOCOR of an initial Pre Formulated Bulk Antibody
Interim Price and an initial Final 17-1A Product Interim Price.

7.2.4. The initial Pre Formulated Bulk Antibody Interim Price
shall be based on an estimate of the
(**)
such estimate approved by the Product Committee.

7.2.5. The Final 17-1A Product Interim Price and the Pre
Formulated Bulk Antibody Interim Price (collectively, the "Interim Prices")

(**) as directed by the Product Committee
(**).

7.3. ADJUSTMENTS TO PURCHASE PRICE -----

7.3.1. On a basis not more frequently than monthly or less
frequently than quarterly, WELLCOME shall submit to CENTOCOR itemized
adjustments to the Purchase Price based on the deductions from gross sales price
that constitute adjustments to Net Sales and on variations in its actual gross
sales prices.

7.3.2. If WELLCOME holds for CENTOCOR pursuant to Section 8.6

hereof any inventory of 17-1A Product that is rendered unsalable by expiration
of its shelf life, a change in any Regulatory Approvals or recalls, market
withdrawals or

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corrections (except to the extent such recalls, market withdrawals or corrections have been (a) solely the result of WELLCOME'S Filling and Capping at the Greenville Facility but only other than in compliance with the 17-1A Product Specification or such other written specifications as are issued by the Product Committee or the CGMP Regulations, or (b) solely the result of WELLCOME'S storage, physical handling or distribution of 17-1A Product but only other than in compliance with the 17-1A Product Specification or CGMP Regulations), then the Net Sales of such inventory shall be deemed (**). The allocation of costs other than payment of the Purchase Price with respect to 17-1A Product that is subject to recalls, market withdrawals or corrections shall be governed by Section 20.5 hereof.

7.3.3. If any inventory of 17-1A Product is rendered unsalable by reason of any casualty or event or circumstance for which an adjustment is not made by reason of Sections 7.3.1 or 7.3.2 hereof, the Net Sales of such

inventory shall be deemed (**), provided that WELLCOME shall pay to CENTOCOR for such inventory the lesser of

(**)

CENTOCOR'S cost shall mean direct labor, direct materials, variable burden and fixed burden allocated to Final 17-1A Product or Pre Formulated Bulk Antibody, as applicable.

7.3.4. If such adjustments result in reductions of the Purchase Price from the applicable Interim Price, WELLCOME may apply such adjustments as a credit against subsequent invoices. If such adjustments result in additional amounts owing

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to CENTOCOR, WELLCOME shall pay such amounts to CENTOCOR within ten (10) days of the submission of the applicable adjustment.

7.4. MANNER OF PAYMENT

7.4.1. CENTOCOR shall direct all invoices for Salable 17-1A Product, notwithstanding where delivery actually takes place, to WELLCOME at Temple Hill, Dartford, Kent, UK for the attention of the accounts department or such other offices as WELLCOME shall from time to time direct.

7.4.2. Payment of the Purchase Price shall be made by check drawn (or by such other payment method as the parties may from time to time agree) in Dollars, Pounds Sterling, Deutschmarks or such other currency as the parties may mutually agree. Checks (or such other payment) will be delivered to the address designated by CENTOCOR.

7.4.3. For purposes of making the calculations required to be made in Dollars hereunder, for purposes of determining Currency Gains or Losses in connection with the calculation of Net Sales, and for purposes of calculating other amounts due hereunder, currencies shall be converted on the basis of exchange rates calculated on WELLCOME'S normal basis taking exchange rates published in the London Financial Times on the relevant day closest to the end of the month in which the applicable event occurred.

7.4.4. In the event any tax or withholding is levied by any foreign taxing authority in connection with the accrual or payment of any of the Purchase Price, WELLCOME shall have the right to pay such tax or withholding to the local taxing authorities on behalf of CENTOCOR and to deduct from the amounts due to CENTOCOR the amounts paid for such taxes or withholding,

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provided that WELLCOME shall deliver to CENTOCOR evidence of payment. If the Purchase Price in any country is higher than the maximum permitted by the Laws of such country, the Purchase Price paid with respect to the Net Sales in such country shall be reduced to the maximum rate permitted by Law.

7.5. RECORDS, REPORTS, AUDITS

7.5.1. WELLCOME and its Affiliates shall maintain records of Net Sales to enable the amounts due to CENTOCOR hereunder to be determined. WELLCOME shall provide to CENTOCOR copies of WELLCOME'S monthly unit sales distribution reports.

7.5.2. At least once each Quarter, WELLCOME shall furnish to CENTOCOR a written statement for the preceding Quarter specifying:

(a) the quantities of Final 17-1A Product actually sold in the countries in the Territory, including analysis of the number of units that were shipped by CENTOCOR as Final 17-1A Product and as Pre Formulated Bulk Antibody, and

(b) the Net Sales of 17-1A Product units sold in the countries in the Territory, including analysis of Net Sales of units that were shipped by CENTOCOR as Final 17-1A Product and as Pre Formulated Bulk Antibody.

7.5.3. CENTOCOR shall have the right upon prior notice to WELLCOME, not more than once in each WELLCOME fiscal year nor more than once in respect of any WELLCOME fiscal year, through an independent public accountant selected by CENTOCOR and acceptable to WELLCOME, which acceptance shall not unreasonably be refused, to have access during normal business hours to those records of WELLCOME as may reasonably be necessary to verify the

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accuracy of the payments of the Purchase Price in respect of any fiscal year

ending not more than eighteen (18) months prior to the date of such notice. Upon the expiration of eighteen (18) months following the end of any fiscal year, the calculation of Purchase Price payable with respect to sales during such fiscal year shall be binding and conclusive upon CENTOCOR, and WELLCOME and its Affiliates shall be released from any liability or accountability with respect to the Purchase Price for sales during such fiscal year. If such independent public accountant's report shows any underpayment of the Purchase Price, within thirty (30) days after WELLCOME'S receipt of such report, WELLCOME shall remit or shall cause its Affiliate to remit to CENTOCOR (a) the amount of such underpayment and (b) if such underpayment exceeds five percent (5%) of the total Purchase Price owed for the fiscal year then being reviewed, the reasonable and necessary fees and expenses of such independent accountant performing the audit. Otherwise such fees and expenses shall be borne by CENTOCOR. Any overpayment shall be fully creditable against the future Purchase Price payable in subsequent payment periods.

7.5.4. All written statements provided by WELLCOME hereunder shall be in the English language.

7.5.5. CENTOCOR agrees that all information which is the subject matter of this Section 7 and which is subject to review under this Section 7 is ----- strictly confidential and that CENTOCOR hereby undertakes and agrees that it shall retain all such information in the strictest of confidence and shall cause its accountant to retain all such information in the strictest of confidence.

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8. DELIVERY TERMS; INSPECTION UPON DELIVERY AND NON-CONFORMING FINAL 17-1A

PRODUCT/PRE FORMULATED BULK ANTIBODY

8.1. CENTOCOR shall arrange for shipment CIF at facilities owned by WELLCOME or an Affiliate of WELLCOME designated by WELLCOME (which such WELLCOME facilities shall not exceed one (1) per country) in accordance with INCOTERMS 1990 of Salable 17-1A Product as directed in WELLCOME'S Firm Orders by a carrier selected by CENTOCOR. WELLCOME shall pay freight and insurance in connection with such shipment. WELLCOME will at its expense assist CENTOCOR in introducing CENTOCOR to appropriate freight forwarders and others who will arrange shipments on behalf of CENTOCOR.

8.2. Title to, and risk of loss of, the Salable 17-1A Product shall remain with CENTOCOR until delivery to the destination specified in WELLCOME'S Firm Orders, at which time WELLCOME shall assume title to and risk of loss of the Salable 17-1A Product. WELLCOME shall promptly provide CENTOCOR with confirmation of each delivery by telecopy, telex or other mutually acceptable method.

8.3. Each shipment in addition to the quantities ordered shall include such samples as may be reasonably necessary for testing for quality assurance and verification. WELLCOME may, but is not obligated to, as soon as reasonably

practicable, but in any event not later than fifteen (15) Business Days following receipt, inspect samples of all shipments of the 17-1A Product or Pre Formulated Bulk Antibody, as the case may be, once received at the destination specified in WELLCOME'S Firm Order to determine whether or not such shipments conform with the 17-1A Product Specification.

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8.4. In the event that any sample of a shipment of the Final 17-1A Product or Pre Formulated Bulk Antibody, as the case may be, is delivered to WELLCOME by CENTOCOR hereunder and shall fail to conform with the Final 17-1A Product Specification, WELLCOME shall notify CENTOCOR within ten (10) days of WELLCOME'S confirming such nonconformity and shall specify the manner in which the shipment fails to meet the Final 17-1A Product Specification.

8.5. If WELLCOME gives notice as contemplated by Section 8.4 hereof, -----
CENTOCOR shall promptly supply WELLCOME with replacement Final 17-1A Product or Pre Formulated Bulk Antibody, as applicable. CENTOCOR shall ship to WELLCOME such replacement Final 17-1A Product within (***) days, and Pre Formulated Bulk Antibody within (***) days, of receiving notice under Section 8.4 hereof.

8.6. WELLCOME shall hold the non-conforming 17-1A Product, together with any returned, spoiled or out-of-date 17-1A Product, and any 17-1A Product that is rendered unsalable by any change in Regulatory Approvals or recalls, market withdrawals or corrections, all for CENTOCOR'S disposal thereof, and CENTOCOR shall take possession of, and remove from WELLCOME'S facilities, such 17-1A Product not later than thirty (30) days after receipt of WELLCOME'S notice contemplated by Section 8.4 hereof or WELLCOME'S notice to CENTOCOR that it has -----

returned, spoiled, or out-of-date Final 17-1A Product of which CENTOCOR is to dispose. CENTOCOR shall, promptly after such removal, dispose of such 17-1A Product at its expense and in compliance with all Laws, including, but not limited to, Environmental Laws.

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9. QUALITY ASSURANCE AND QUALITY CONTROL OF FINAL 17-1A PRODUCT -----

9.1. CENTOCOR shall provide WELLCOME at regular intervals for the term of this Agreement with all necessary material safety data and information concerning the safe handling and storage of Salable 17-1A Product known to it and warrants that at delivery such data and information will be accurate and up-to-date.

9.2. CENTOCOR warrants that the shipment and transportation of Salable 17-1A Product shall comply with all Laws and relevant international codes and/or regulations from time to time in force relating to the classification, packaging

and labeling of Salable 17-1A Product.

9.3. In addition to its own routine quality control and other tests required by applicable Regulatory Authorities, CENTOCOR shall conduct, at WELLCOME'S expense, such quality control and other tests for the Salable 17-1A Product as required from time to time by written notice from WELLCOME to CENTOCOR.

9.4. CENTOCOR shall, at its expense, supply to WELLCOME the protocol of assay for all the tests performed on batches of Salable 17-1A Product made, together with samples from each batch and each lot of Salable 17-1A Product. WELLCOME, at its own expense, shall have the right to assay samples and to perform such biological tests as WELLCOME deems necessary on samples from any batch or lot of Salable 17-1A Product produced for WELLCOME hereunder.

9.5. For each batch or lot of Salable 17-1A Product produced for WELLCOME hereunder, CENTOCOR shall furnish to WELLCOME on or before the date of each shipment, along with any testing samples that may be requested by WELLCOME for assay and microbiological testing purposes pursuant to Section 9.4 hereof,

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a certificate that the batch or lot of Salable 17-1A Product, as applicable, of which the submitted samples are representative, was manufactured, tested and delivered in full compliance with all applicable Laws and a copy of CENTOCOR'S certificate of analysis that all Salable 17-1A Product included in such shipment complies in all respects with the applicable 17-1A Product Specification, showing release of each such batch or lot. CENTOCOR shall be responsible for the completion of all tests necessary to release Final 17-1A Product, whether Filling and Capping occurs at the Leiden facility or the Greenville facility, for sale in each country in the Territory for which Regulatory Approval has been obtained. Where appropriate, CENTOCOR shall provide the services of a "qualified person" within the meaning of the 2nd Council Directive of 20th May 1975 on the approximation of provisions laid down by law, regulation or administrative action relating to proprietary medicinal products 75/319/EEC and appropriate local legislation enacting such Directive or the equivalent person under other applicable Law in connection with such release.

9.6. CENTOCOR shall conduct all necessary Stability Studies to validate the lead times for shipment, the shelf life of inventory and the specifications for shipping, storing and handling of Salable 17-1A Product.

9.7. Copies of CENTOCOR'S batch and production records as required to be maintained by FDA and European equivalent regulations and guidelines, including quality assurance data, pertaining to Final 17-1A Product and Pre Formulated Bulk Antibody and the environment for the production of Salable 17-1A Product (as required by FDA regulations and guidelines), shall be furnished to WELLCOME within five (5) Business Days of the time of shipment of Salable 17-1A Product hereunder.

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9.8. In accordance with CENTOCOR'S normal safety and security procedures in force from time to time and with reasonable advance notice, WELLCOME shall have the right to send authorized representatives to facilities where Salable 17-1A Product is manufactured during each production run of Salable 17-1A Product to audit any manufacturing, formulation and testing operations as WELLCOME deems reasonably appropriate to confirm that production of each batch of Salable 17-1A Product is in compliance with the CGMP Regulations, and at any other time upon reasonable advance notice to CENTOCOR. Any such audit shall not include any information that constitutes manufacturing technology or trade secrets of CENTOCOR to which WELLCOME is not otherwise entitled. WELLCOME shall have the right to send authorized representatives to facilities where Salable 17-1A Product is stored to inspect the stock and confirm the method and adequacy of storage. Upon request of WELLCOME, CENTOCOR agrees to notify WELLCOME of the next production run of Salable 17-1A Product. CENTOCOR agrees to cooperate with WELLCOME'S authorized representatives conducting such audits. WELLCOME shall from time to time identify the persons and timetable for such inspections.

9.9. If WELLCOME is required by a Regulatory Authority or Regulatory Adjunct in any country of the Territory to have inspected or approved the site of manufacturing 17-1A Product, CENTOCOR will permit officials of the applicable Regulatory Authorities or appropriate Regulatory Adjunct to inspect the Leiden Facility or such other CENTOCOR facility where 17-1A Product is manufactured and will take all such action as such Regulatory Authorities or Regulatory Adjunct may require.

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10. CENTOCOR'S AND CBV'S OBLIGATIONS AS MANUFACTURER

10.1. CENTOCOR and CBV shall at all times comply with and shall manufacture the Salable 17-1A Product in accordance with CGMP Regulations and in compliance with all applicable Laws, including Environmental Laws.

10.2. CENTOCOR and CBV shall acquire all the necessary plant, equipment, facilities and sufficiently and appropriately qualified personnel to enable them to produce and package the Final 17-1A Product in accordance with the 17-1A Product Specification, including, but not limited to, the provisions of Part III of the 17-1A Product Specification, and in accordance with any and all relevant local regulations where appropriate.

10.3. CENTOCOR and CBV undertake that the Leiden Facility and its manufacturing environment where CENTOCOR and CBV will manufacture the 17-1A Product and all the procedures used in manufacturing and processing, shall be in accordance with CGMP Regulations and shall enable CENTOCOR and CBV to maintain in good standing all applicable Permits.

10.4. CENTOCOR and CBV shall provide suitable storage facilities for the Salable 17-1A Product.

10.5. CENTOCOR and CBV shall maintain ongoing Stability Studies throughout

the duration of this Agreement using Centocor Methodology and shall provide WELLCOME with regular samples, specimens and full reports of the results of the Stability Studies so as to ensure that the Salable 17-1A Product manufactured by CENTOCOR and CBV is in accordance with the 17-1A Product Specification.

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10.6. Capacity. CENTOCOR and CBV will at all relevant times own or

lawfully control facilities and Intellectual Property, and have employees with expertise necessary or appropriate to produce the 17-1A Product pursuant to Regulatory Approvals in quantities sufficient to fulfill its obligations under this Agreement without knowingly infringing the rights of any Third Party.

10.7. Manufacturing. CENTOCOR and CBV shall manufacture 17-1A Product in

accordance with the 17-1A Product Specification and, as manufactured in accordance with the 17-1A Product Specification, the 17-1A Product will not violate any applicable Laws including, without limitation, Environmental Laws.

10.8. Wistar License. CENTOCOR and CBV shall at all times during the term

of this Agreement maintain the Wistar License in full force and effect and pay all royalties and other amounts due thereunder whether arising by virtue of the transactions contemplated hereby or otherwise.

11. LICENSE GRANT -----

11.1. CENTOCOR and CBV hereby grant to WELLCOME an irrevocable, non-transferable, non-assignable, royalty-free license freely to use and have access to the F&C Technical Information with respect to the 17-1A Product.

11.2. CENTOCOR and CBV hereby agree not to grant any Third Party any rights granted in this Section 11 and shall not transfer or assign such rights

to any Third Party whatsoever except to the extent the F&C Technical Information has applicability to products other than the 17-1A Product and other 17-1A Antibodies.

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12. SUPPLY OF F&C TECHNICAL INFORMATION -----

12.1. At such reasonable time after the date hereof as WELLCOME shall designate, after consultation with the Product Committee, and from time to time thereafter throughout the term of this Agreement, CENTOCOR and CBV shall supply WELLCOME with the F&C Technical Information, including, but not limited to, the Centocor Methodology, to enable Filling and Capping at the Greenville Facility in accordance with the F&C Technical Program as amended from time to time by

mutual agreement of the parties hereto.

12.2. In connection with the transfer contemplated by Section 12.1 hereof,

CENTOCOR and CBV will at the request of WELLCOME supply at the Greenville Facility, the reasonable services of CENTOCOR'S and CBV'S suitable qualified staff who are experts with hands-on knowledge and experience with Filling and Capping at the Leiden Facility. Such services shall be without charge and shall be to provide all necessary or appropriate support and assistance to WELLCOME in the transfer of the F&C Technical Information, provided that CENTOCOR and CBV shall be required to provide assistance and services with respect to the transfer of the F&C Technical Information, including the Centocor Methodology, to only one site.

12.3. If for any reason WELLCOME becomes, or is unable to complete Filling and Capping using the Centocor Methodology and the F&C Technical Information or WELLCOME in its sole discretion decides not to conduct such Filling and Capping to meet North American demands, then WELLCOME shall be able to purchase Final 17-1A Product from CENTOCOR for North America.

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12.4. If WELLCOME requires any further additional assistance to transfer the F&C Technical Information not contemplated in the F&C Technical Program, CENTOCOR will use all reasonable efforts to provide such assistance in a timely manner.

13. FILLING AND CAPPING -----

13.1. To the extent that WELLCOME conducts Filling and Capping at the Greenville Facility, WELLCOME shall:

13.1.1. at all times comply with and shall conduct Filling and Capping in accordance with CGMP Regulations and in compliance with all applicable Laws, including Environmental Laws; provided, however, to the extent

that WELLCOME uses Centocor Methodology and such Centocor Methodology is not in accordance with CGMP Regulations or in compliance with all applicable Laws, WELLCOME shall have no liability under this Section 13.1.1;

13.1.2. acquire all the necessary plant, equipment, facilities and sufficiently and appropriately qualified personnel to enable it to conduct Filling and Capping, subject to CENTOCOR'S providing all necessary or appropriate F&C Technical Information, in accordance with the 17-1A Product Specification, and in accordance with any and all relevant local regulations where appropriate; and

13.1.3. provide storage facilities for the Salable 17-1A Product in accordance with the instructions of CENTOCOR.

13.2. To the extent that Filling and Capping is conducted at the Greenville Facility,

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13.2.1. WELLCOME warrants that the shipment and transportation of Final 17-1A Product resulting from such Filling and Capping shall comply with all Laws and relevant international codes and/or regulations from time to time in force relating to the classification, packaging and labeling of Final 17-1A Product.

13.2.2. CENTOCOR, at its expense, shall have the right to assay samples and to perform such biological tests as CENTOCOR deems necessary on samples from any batch or lot of Final 17-1A Product resulting from Filling and Capping at the Greenville Facility.

13.2.3. Copies of WELLCOME'S batch and production records as required to be maintained by FDA and European equivalent regulations and guidelines, including quality assurance data, pertaining to Salable 17-1A Product and Pre Formulated Bulk Antibody and the environment for the Filling and Capping of 17-1A Product (as required by FDA regulations and guidelines), shall be furnished to CENTOCOR within five (5) Business Days of the time of shipment of Final 17-1A Product resulting from Filling and Capping at the Greenville Facility.

13.3. To the extent that Filling and Capping is conducted by WELLCOME, WELLCOME shall be entitled to send to CBV samples of each lot or batch produced by WELLCOME for purposes of testing for final release of such batch or lot, and CENTOCOR and CBV shall at their expense conduct such tests and issue such certificates of analysis and other relevant documentation as may be necessary or appropriate to release such batch or lot for sale.

13.4. In accordance with WELLCOME'S normal safety and security procedures in force from time to time and with

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reasonable advance notice, CENTOCOR shall have the right to send its authorized representatives to the Greenville Facility during the occurrence of the Filling and Capping process with the express and limited purpose of confirming that the Filling and Capping process is being performed in compliance with the Centocor Methodology or such other specifications as the Product Committee shall from time to time approve and in compliance with the CGMP Regulations and all applicable Laws. Upon request of CENTOCOR, WELLCOME agrees to notify CENTOCOR of the occurrence of the next Filling and Capping process and to cooperate with CENTOCOR'S authorized representatives conducting such audits. CENTOCOR shall from time to time identify the persons and timetable for such inspections.

14. LICENSE AND USE OF TRADEMARKS AND HOUSE MARKS AND INDICIA

14.1. CENTOCOR shall grant WELLCOME a license to use the Centocor Trademarks, and WELLCOME shall use the Centocor Trademarks, upon the terms and conditions set out in the Trademark Agreement.

14.2. WELLCOME shall grant CENTOCOR a non-exclusive license to use the Wellcome House Marks and Wellcome Indicia upon the terms and conditions set out in the Wellcome House Mark License Agreement.

15. INSURANCE

15.1. CENTOCOR hereby agrees to maintain during the term of this Agreement insurance with reputable and sound independent insurers at commercially reasonable levels of coverage in relation to the type, scope and size of business it conducts and to all its obligations herein contained and shall give WELLCOME an opportunity from time to time to review the insurance policies

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so that WELLCOME may satisfy itself that such insurance policies are valid, that the premiums are being paid regularly and that the policies are kept in full force and effect. CENTOCOR shall, upon WELLCOME'S reasonable request from time to time, produce evidence that all insurance premiums have been paid and kept up to date and are kept in accordance with any local insurance laws or regulations from time to time in force. CENTOCOR will at the request of WELLCOME name WELLCOME and WELLCOME'S Affiliates as additional insureds as applicable on all liability insurance policies, including, but not limited to, product liability, products and clinicians, malicious product tampering and general liability policies and will obtain for WELLCOME an endorsement that such insurance shall not be cancelled without thirty (30) days' prior written notice to WELLCOME.

15.2. Prior to manufacturing Salable 17-1A Product for supply to WELLCOME, CENTOCOR and CBV will increase their products liability coverage from (**)
(**) to (**)
or such other level as the Product Committee may approve. The Product Committee may determine to phase in the increase in insurance coverage in light of the introduction of the 17-1A Product and other products of CENTOCOR.

16. MARKETING

WELLCOME shall be responsible for the preparation, compilation and completion of the Marketing Plan, which shall establish promotional strategy for the promotion and sale of Final 17-1A Product in the Territory and which WELLCOME shall update on an annual basis. The complete Marketing Plan shall be provided from time to time (as appropriate) to the Product Committee for its review. CENTOCOR, through the Product Committee, shall have the opportunity to comment upon and provide

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input with respect to the Marketing Plan. WELLCOME shall, from time to time, advise the Product Committee on the coordination and implementation of the Marketing Plan.

17. COUNTRY MARKETING PLANS

17.1. WELLCOME shall be responsible for the preparation, compilation and completion of the Country Marketing Plans for each country in the Territory provided that Regulatory Approval is obtained in such country.

17.2. The Country Marketing Plan shall establish the promotional commercial strategy and tactics for the promotion and sale of Final 17-1A Product in that country.

17.3. The completed Country Marketing Plan shall be provided from time to time (as appropriate) to the Product Committee for its review. CENTOCOR, through the Product Committee, shall have the opportunity to comment upon and provide input with respect to the Marketing Plan. WELLCOME shall, from time to time, advise the Product Committee on the coordination and implementation of the applicable Country Marketing Plan.

18. PROMOTIONAL EFFORTS

18.1. WELLCOME shall promote, sell and distribute Final 17-1A Product using the Panorex Trademarks, the other Centocor Trademarks, Wellcome Indicia and Wellcome House Marks throughout the term of this Agreement in the Territory where Regulatory Approval has been obtained by CENTOCOR and where promotion, sale and distribution in such country in the Territory is contemplated in the Country Marketing Plans.

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18.2. WELLCOME shall use the Marketing Plan and the Country Marketing Plans as the basis for its promotional, sales and distribution efforts. WELLCOME shall be authorized to vary such Plans from time to time as it deems appropriate to further the goals of this Agreement, provided that it shall report such variations to the Product Committee.

18.3. Except to the extent the Product Committee determines otherwise, WELLCOME shall use the same or similar channels of distribution for the Final 17-1A Product that it uses for its own products of a similar nature. WELLCOME'S level of effort in promoting Final 17-1A Product shall not be less than the level of effort which WELLCOME uses for its own products which are of a similar stature and at a similar stage of introduction into the market.

18.4. Such promotional activities shall be carried out through WELLCOME'S sales force, which shall receive training and support and have skills and resources commensurate with those of WELLCOME'S sales force for other products which are of a similar nature as Final 17-1A Product and through such contract

or other sales force, if any, as WELLCOME may from time to time elect.

19. MARKETING AND PROMOTIONAL MATERIALS

19.1. WELLCOME shall have responsibility for the preparation of all marketing and promotional materials, and, to assure compliance with all applicable Laws, the License Holder shall have the right to approve, on an expeditious basis, all such materials.

19.2. CENTOCOR shall have responsibility for filing all Trademark applications, paying registration and renewal fees and for complying with any other necessary and relevant formalities

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of whatever nature for the purposes of ensuring that the Panorex Trademarks and the other Centocor Trademarks are available for use by WELLCOME and its Affiliates as contemplated herein.

19.3. WELLCOME shall have responsibility for filing all registrations, for paying registration and renewal fees and for complying with any other necessary and relevant formalities of whatever nature for the purposes of ensuring that the Wellcome House Marks are available for use by CENTOCOR and its Affiliates as contemplated herein.

19.4. WELLCOME and its Affiliates (where appropriate in the circumstances) will be presented and described, to the medical and paramedical communities and to the trade as promoting and selling the Final 17-1A Product, and all written information (including, but not limited to, journal advertisements, direct mail, sales pieces and other promotional material) and, to the extent practicable, all oral information, disseminated or presented, respectively, to such communities and to the trade regarding the detailing and promoting of the 17-1A Product in the Territory will state that WELLCOME and its Affiliates are promoting and selling Final 17-1A Product under the Panorex Trademarks and the other Centocor Trademarks.

19.5. Subject to the provisions of Section 19.6 hereof, neither WELLCOME

nor CENTOCOR shall distribute or have distributed under any circumstances whatsoever, any written information regarding the Final 17-1A Product which bears the Panorex Trademarks or the other Centocor Trademarks, with respect to WELLCOME, or the name of WELLCOME, Wellcome House Marks or any Wellcome Indicia, with respect to CENTOCOR, without the prior written approval of the other party. CENTOCOR'S review and approval shall be for purposes of determining compliance with applicable Law.

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19.6. CENTOCOR shall submit to WELLCOME, for approval prior to printing, proofs of all printed packaging materials and package inserts and where

appropriate, English language translations of the same, and, for approval before and after printing, proofs and examples of all literature and advertisements concerning the Final 17-1A Product and, where appropriate, English language translations of the same. WELLCOME will use reasonable endeavors to notify CENTOCOR of WELLCOME'S approval or otherwise within thirty (30) days of such submission. All literature and advertisements concerning the Final 17-1A Product shall be in compliance with WELLCOME'S Group Approved Circular Text ("GACT") for

the Final 17-1A Product concerned, provided WELLCOME has made the GACT Guidelines for the Final 17-1A Product available to CENTOCOR at appropriate times.

19.7. CENTOCOR hereby grants WELLCOME a license to use free of charge any and all materials subject to copyright developed by CENTOCOR or of which it is the proprietor in connection with the packaging and other printed literature and promotional material from time to time in connection with the promotion and sale of the Final 17-1A Product.

19.8. To the extent permitted by any applicable Laws, WELLCOME shall give the Centocor Trademarks and the Wellcome House Marks equal prominence on the packaging of the Final 17-1A Product.

20. ADVERSE REACTIONS, AGENCY COMMUNICATIONS AND PRODUCT RECALL

20.1. During the term of this Agreement, each party shall within the time periods prescribed from time to time by applicable Law, notify the other party of all information coming

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into its possession concerning Adverse Reactions (any reports arising therefrom, the "Adverse Reaction Reports").

20.2. The procedures to be followed in the event of an Adverse Reaction are set out in Schedule 20.2 hereto, as amended from time to time by the Product

Committee.

20.3. The Product Committee shall determine from time to time which party shall have responsibility for communications with various government agencies, provided that the License Holder shall have responsibility for such communications as are required of such party by virtue of its ownership of the 17-1A Product Permits.

20.4. During the term of this Agreement, each party shall provide the other with copies of any communications (which are known to the party to exist and which the party can obtain copies of) with any governmental agency throughout the world concerning the 17-1A Product, including, but not limited to, Adverse Reaction Reports, but excluding manufacturing data with respect to the 17-1A Product that constitute trade secrets to which WELLCOME is not

otherwise entitled.

20.5. WELLCOME and CENTOCOR each shall notify the other promptly if any batch or lot of Final 17-1A Product is alleged or proven to be the subject of a recall, market withdrawal or correction, and the parties shall cooperate in the handling and disposition of such recall, market withdrawal or correction; provided, however, in the event of a disagreement as to any matters related to

such recall, market withdrawal or correction, other than the determination of who shall bear the costs as set forth in the immediately following sentence, WELLCOME shall have final authority with respect to such matters. CENTOCOR shall bear the cost of all recalls, market withdrawals or corrections

of Final 17-1A Product unless such recall, market withdrawal or correction shall have been (a) solely the result of WELLCOME'S Filling and Capping at the Greenville Facility but only other than in compliance with the 17-1A Product Specification or such other written specifications as are issued by the Product Committee or the CGMP Regulations, or (b) solely the result of WELLCOME'S storage, physical handling or distribution of 17-1A Product but only other than in compliance with the 17-1A Product Specification or CGMP Regulations, in which case, WELLCOME shall bear the cost of such recall, market withdrawal or correction.

21. REPRESENTATIONS AND WARRANTIES

21.1. All Parties. WELLCOME and BW jointly and severally hereby represent

and warrant as to each of WELLCOME and BW; and CENTOCOR and CBV jointly and severally hereby represent and warrant as to each of CENTOCOR and CBV:

21.1.1. Organization, Standing and Qualification. It is a

corporation duly organized, validly existing, and in good standing under the laws of its jurisdiction of incorporation.

21.1.2. Power and Authority; Enforceability. It has the requisite

power and authority (corporate and otherwise) to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby. The execution, delivery and performance by it of this Agreement and the consummation by it of the transactions contemplated hereby have been duly authorized by all necessary action (corporate and otherwise) on its part. This Agreement constitutes its legal, valid and binding obligation, enforceable in accordance with its terms.

21.1.3. Validity of Contemplated Transactions. The execution,

delivery and performance by it of this Agreement and

the consummation by it of the transactions contemplated hereby do not (a) violate or contravene any provision of its charter or bylaws; (b) violate, breach, be in conflict with, constitute a Default under, cause the acceleration of any payments pursuant to, or otherwise impair the good standing, validity, or effectiveness of, any agreement, contract, indenture, lease, license, or mortgage to which it is a party or by which it or any of its properties or assets are bound; (c) subject any of its properties or assets to any Lien or to any indenture, mortgage, contract, commitment, or agreement (other than this Agreement) to which it is a party or by which it or any of its properties or assets are bound; (d) violate any provision of any Law, Permit or Court Order applicable to it or any of its properties or assets; or (e) other than filings which have already been made, require any Permit or Required Consent of any Governmental Entity to be obtained by it.

21.1.4. Litigation; Compliance with Laws. There is no Litigation

pending or, to its knowledge, threatened against or related to it, nor any failure to comply with, violation of or any Default under, any Law, Permit or Court Order applicable to it, in each case which might have a material adverse effect on the ability of it to execute, deliver and perform this Agreement or on the ability of it to consummate the transactions contemplated hereby.

21.2. By CENTOCOR and CBV. CENTOCOR and CBV jointly and severally

represent and warrant:

21.2.1. Intellectual Property. To the best of CENTOCOR'S

knowledge, CENTOCOR and CBV own, possess or lawfully use pursuant to legal, valid, binding and enforceable agreements all Intellectual Property necessary or appropriate in connection with the development, production, testing and sale by them of the

17-1A Product. The inception, development and reduction to practice of any Intellectual Property in connection with the development, production, testing and sale by them of the 17-1A Product has not constituted or involved the misappropriation by CENTOCOR and its Affiliates or, to the best of its knowledge, by Third Parties, of trade secrets or other rights of any other Person (including, without limitation, any Governmental Entity). To the best of CENTOCOR'S knowledge, in connection with the development, production, testing and sale (including sale for resale) by them of the 17-1A Product, neither CENTOCOR nor any of its Affiliates (and in connection with their resale of the 17-1A Product, neither WELLCOME nor any of its Affiliates) is or may be infringing on or otherwise acting adversely to the rights of any Person under or in respect of any of the Intellectual Property of such Person. To the best of the knowledge of CENTOCOR and CBV, no Person is or may be infringing on or

otherwise acting adversely to the rights of CENTOCOR or any of its Affiliates under or in respect of any of the Intellectual Property which is used in connection with the development, production, testing and sale by them of the 17-1A Product.

21.2.2. Wistar License. CENTOCOR is party to the Wistar License,

which is valid, binding and enforceable, and, pursuant to such license, CENTOCOR is the exclusive licensee of the Wistar Rights, has not sublicensed the Wistar Rights to any Person other than Ajinomoto pursuant to the Ajinomoto Agreement, and no Person other than CENTOCOR is entitled, either currently or during the term of this Agreement, to license the Wistar Rights. CENTOCOR holds such Wistar Rights free and clear of all Liens, claims and other encumbrances, covenants, conditions or restrictions. There are no licenses, options, rights of first refusal, conditional sales agreements or other arrangements, whether oral or written, which affect any portion of or all such

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Wistar Rights other than the rights granted to Ajinomoto pursuant to the Ajinomoto Agreement.

21.2.3. Cell Line. The cell line from which CENTOCOR and CBV

obtain the 17-1A Product is the Centocor Hybridoma. To the extent that such cell line differs from the Wistar Hybridoma, CENTOCOR and CBV own all right, title and interest in such cell line, free and clear of all Liens, claims and other encumbrances, conditions, covenants or restrictions.

21.2.4. Conducted Clinical Trials. The Conducted Clinical Trials

were conducted solely and exclusively by those Persons named on Schedule 12.1 to

the Development Agreement, and CENTOCOR owns all data, information, and results of the Conducted Clinical Trials free and clear of all Liens, claims and other encumbrances, conditions, covenants or restrictions except applicable patient confidentiality rights. There are no licenses, options, rights of first refusal, conditional sales agreements or other arrangements, whether oral or written, which affect any portion of or all the data, information, and results of the Conducted Clinical Trials except publication rights of principal investigators.

21.2.5. Capacity. CENTOCOR and CBV own or lawfully control

facilities and Intellectual Property, and have employees with expertise, necessary or appropriate to produce the 17-1A Product in accordance with anticipated Regulatory Approvals and in quantities sufficient that they anticipate will be sufficient to fulfill their obligations under this Agreement without, to the best of CENTOCOR'S and CBV'S knowledge, infringing the rights of any Third Party.

21.2.6. Veracity of Statements. No representation or warranty by

it contained in this Agreement or in any

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certificate, schedule or other document or instrument furnished to it pursuant hereto, contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make it not misleading.

21.2.7. Insurance. The July, 1993 Schedule previously delivered to

WELLCOME sets forth a complete and correct list of all policies of insurance covering any of CENTOCOR and its Affiliates' assets or actions, specifying for each policy the carrier, risks insured, the amounts of coverage, deductible, premium rate, expiration date and any pending claims thereunder. All such policies are outstanding and in full force and effect. Such policies include without limitation policies covering products liability and recall, natural disaster, directors and officers liability, clinicians liability, general liability, automobile liability, workers compensation, employer liability, fiduciary insurance, special risks, property casualty or loss, and fidelity insurance.

21.2.8. The limits of CENTOCOR'S directors and officers coverage is (**)
(**) and the limits of its product liability coverage is
(**) . The schedule referred to in Section 21.2.8

hereof provides a description of all material limitations on such coverages.

21.2.9. Trademark Warranties. CENTOCOR is the unencumbered sole

legal and beneficial owner of the Panorex Trademarks and the other Centocor Trademarks specified on Exhibits 1.2 and 1.3 of the Trademark Agreement and the

Panorex Trademarks and the other Centocor Trademarks therein contained are all readily available for use without restriction by WELLCOME and its Affiliates in connection with the 17-1A Product under the terms of the Trademark Agreement except that the "Centocor"

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Trademark is not registered in Germany; all registration and renewal fees have been paid on or before the date due therefore, and all other requirements of whatever nature for the use and protection of the Panorex Trademarks and the other Centocor Trademarks have been complied with; the Panorex Trademarks and the other Centocor Trademarks have full force and effect and are not the subject of and are not vulnerable to any proceedings for cancellation or rectification; to the best of CENTOCOR'S knowledge there is and has been no infringement whatsoever of the Panorex Trademarks and the other Centocor Trademarks by any Third Party and the Panorex Trademarks and the other Centocor Trademarks do not infringe the rights of any Third Party, whether registered or unregistered; no license has been granted to any Third Party in any respect whatsoever of the

Panorex Trademarks and the other Centocor Trademarks and there are no circumstances whatsoever which could entitle a Third Party to call for such a license.

21.3. Warranties for Provision of CENTOCOR Staff/Employees to Assist in

Provision of Technical Information and Know-How for Pre Formulated Bulk Antibody

and Technical Assistance.

21.3.1. CENTOCOR and CBV hereby warrant that they have available suitably qualified staff with all necessary or appropriate technical and scientific expertise and knowledge in the post-purification process of Filling and Capping as are necessary or appropriate to fulfill CENTOCOR'S obligations under the F&C Technical Program.

21.3.2. CENTOCOR and CBV hereby warrant that the Centocor Methodology is up-to-date, accurate and complete and contains all the relevant information to enable WELLCOME to conduct and complete Filling and Capping.

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21.3.3. CENTOCOR and CBV hereby warrant that all the F&C Technical Information is in CENTOCOR'S and/or CBV'S possession and control and contains all the necessary information and know-how relevant and necessary to enable WELLCOME to replicate the Filling and Capping process at the Greenville Facility and that the same is free and clear from any and all encumbrances, that no Third Parties have any prior claims, interests or rights attaching thereto and that CENTOCOR and CBV are able to make the same freely available throughout the term of this Agreement without any restrictions on WELLCOME.

21.4. 17-1A PRODUCT WARRANTIES

21.4.1. Upon each delivery of Salable 17-1A Product, CENTOCOR shall be deemed to have warranted that such Salable 17-1A Product:

21.4.1..1is manufactured and labelled in accordance with all applicable Laws in the Territory;

21.4.1..2meets the 17-1A Product Specification subject to such variances as may be required by the relevant Regulatory Authorities; and

21.4.1..3is labeled and packaged in accordance with the labeling and packaging requirements set forth in the 17-1A Product Specification.

21.4.2. Upon each delivery of Salable 17-1A Product, CENTOCOR shall be deemed to have warranted that the Final 17-1A Product or Pre Formulated Bulk Antibody, as applicable, is merchantable, salable pursuant to the applicable Regulatory Approvals and is not adulterated or misbranded in any way whatsoever,

complies with any and all Laws, including but not

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limited to Environmental Laws and guidelines (whether or not with the force of law) of applicable Regulatory Authorities or Regulatory Adjuncts, and is transferred to WELLCOME, free and clear of Liens.

This warranty shall be a continuing warranty and shall be applicable to all Salable 17-1A Product shipped or delivered by CENTOCOR to WELLCOME or its Affiliates.

21.5. Survival. The representations and warranties contained herein shall

survive execution and delivery of this Agreement.

22. INDEMNIFICATION -----

22.1. Subject to compliance by the applicable Indemnatee as defined below with its obligations set forth in Sections 22.4 and 22.5 hereof, CENTOCOR and

CBV shall defend, indemnify and hold WELLCOME, BW and their respective Affiliates and the respective directors, officers, employees and agents of WELLCOME, BW and their respective Affiliates, harmless from and against any and all Losses arising out of, relating to or resulting from:

22.1.1. any product liability or similar claim relating to or arising out of the Final 17-1A Product or Pre Formulated Bulk Antibody delivered by CENTOCOR or its Affiliates to WELLCOME and/or its Affiliates except to the extent any such claim (a) arises out of WELLCOME'S Filling and Capping at the Greenville Facility but only other than in compliance with the 17-1A Product Specification or such other written specifications as are issued by the Product Committee or the CGMP Regulations, or (b) arises out of WELLCOME'S storage, physical handling or distribution of 17-1A Product but only other than in compliance with the 17-1A Product Specification or CGMP Regulations;

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22.1.2. any other claim relating to 17-1A Product to the extent such Losses are caused by or arise out of the negligence, willful misconduct or illegal acts of CENTOCOR, any of its Affiliates or any of their respective directors, officers, employees or agents, including, but not limited to, any such claim under any Environmental Laws and any claims for personal injury or property damage;

22.1.3. the breach by CENTOCOR or CBV of any of their respective representations, warranties and covenants contained within this Agreement;

22.1.4. the infringement of the rights of any Third Party by the 17-1A Product, or the development, manufacture, promotion, marketing,

distribution or sale or use thereof, or of any patent rights registered or at application stage, Copyright, trademarks applied to Final 17-1A Product, trade secrets, registered design rights, know-how or any other intellectual property rights which are capable of subsisting, which apply to the 17-1A Product; and

22.1.5. any other claim, based on strict liability, relating to the manufacturing, processing, distribution or other handling of the 17-1A Product and associated by-products, returned products, wastes, or emissions including, but not limited to, any such claim under any Environmental Laws and any claims for personal injury or property damage, except any claim (a) arising out of WELLCOME'S Filling and Capping at the Greenville Facility but only other than in compliance with the 17-1A Product Specification or such other written specifications as are issued by the Product Committee or the CGMP Regulations, or (b) arising out of WELLCOME'S storage, physical handling or

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distribution of 17-1A Product but only other than in compliance with the 17-1A Product Specification or CGMP Regulations.

22.2. Subject to compliance by the applicable Indemnitee as defined below with its obligations set forth in Sections 22.4 and 22.5 hereof, WELLCOME and BW

shall defend, indemnify and hold CENTOCOR, CBV and CENTOCOR'S Affiliates and the respective directors, officers, employees and agents of CENTOCOR, CBV and CENTOCOR'S Affiliates, harmless from and against any and all Losses arising out of, relating to or resulting from:

22.2.1. any product liability or similar claim relating to or arising out of the Final 17-1A Product that (a) is the result of WELLCOME'S Filling and Capping at the Greenville Facility but only other than in compliance with the 17-1A Product Specification or such other written specifications as are issued by the Product Committee, or (b) is the result of WELLCOME'S storage, physical handling or distribution of 17-1A Product but only other than in compliance with the 17-1A Product Specification or CGMP Regulations;

22.2.2. the breach by WELLCOME or BW of any of their respective representations, warranties and covenants contained in this Agreement;

22.2.3. any other claim relating to 17-1A Product to the extent such Losses are caused by or arise out of the negligence, willful misconduct or illegal acts of WELLCOME, BW, any of their respective Affiliates or any of their respective directors, officers, employees or agents, including, but not limited to, any such claim under any Environmental Laws and any claims for personal injury or property damage; and

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22.2.4. any other claim, based on strict liability, relating to the manufacturing, processing, distribution or other handling of the 17-1A Product and associated by-products, returned products, wastes, or emissions including,

but not limited to, any such claim under any Environmental Laws and any claims for personal injury or property damage, solely to the extent such claim (a) arises out of WELLCOME'S Filling and Capping at the Greenville Facility but only other than in compliance with the 17-1A Product Specification or such other written specifications as are issued by the Product Committee or the CGMP Regulations, or (b) arises out of WELLCOME'S storage, physical handling or distribution of 17-1A Product but only other than in compliance with the 17-1A Product Specification or CGMP Regulations.

22.3. An "Indemnitor" means CENTOCOR and CBV with respect to Section 22.1 hereof and WELLCOME and BW with respect to Section 22.2 hereof. "Indemnitee" means any of WELLCOME, BW and their respective Affiliates and the respective directors, officers, employees and agents of WELLCOME, BW and their respective Affiliates with respect to Section 22.1 hereof and any of CENTOCOR, CBV and CENTOCOR'S Affiliates and the respective directors, officers, employees and agents of CENTOCOR, CBV and CENTOCOR'S Affiliates with respect to Section 22.2 hereof.

22.4. Notice. Promptly after receipt by an Indemnitee of written notice of the commencement of any suit, audit, demand, judgment, action, investigation or proceeding relating to a Loss (a "Third Party Action") or promptly after an Indemnitee incurs a Loss or has knowledge of the existence of a Loss, such Indemnitee will, if a claim with respect thereto is to be made against Indemnitor due to Indemnitor's obligation to provide indemnification hereunder, give Indemnitor written notice of such Loss or the commencement of such Third Party Action; provided,

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however, the failure to provide such notice within a reasonable period of time shall not relieve Indemnitor of any of its obligations hereunder except to the extent it is prejudiced by such failure.

22.5. Defense. The Indemnitor shall control the defense and settlement of a Third Party Action, except that the applicable Indemnitee may assume such defense provided that the obligation of the Indemnitor to pay the attorneys' fees of such Indemnitee shall cease upon such election. If the Indemnitor defends such action, it shall not enter into any resolution or other compromise of such action unless it (a) pays in cash or posts an adequate bond for the payment of the amount of such resolution or other compromise and obtains a complete release of the Indemnitee or (b) obtains the prior written consent of the Indemnitee, which shall not be unreasonably withheld or delayed. If the Indemnitee defends such action, such Indemnitee shall not enter into any

resolution or other compromise of such action unless such Indemnitee obtains the consent of the Indemnitor, which shall not be unreasonably withheld or delayed. The party defending the action shall keep the other parties informed on an ongoing basis of the status of such Third Party Action and shall deliver to such other parties copies of all documents relating to the Third Party Action as the other parties may reasonably request. The party assuming such defense shall receive from the others all necessary and reasonable cooperation in the defense of a Third Party Action including, but not limited to, the services of employees of such other parties who are familiar with the events or circumstances out of which any such Third Party Action may have arisen.

22.6. The indemnifications contained in this Section 22 shall survive

expiration or termination of this Agreement.

23. NON COMPETE

23.1. During the period from the date hereof through the date which is
(**) , neither WELLCOME nor its Affiliates shall

(**)

except that WELLCOME and its Affiliates may ;
(**) the 17-1A Product and any one (1) or more of the Cancer Products
(the "Excluded Products") and except as contemplated by Section 23.2 hereof.

23.2. If WELLCOME during the period referred to in Section 23.1 above

(**) other than an Excluded Product, then
CENTOCOR may, by giving notice not later than
(**) by WELLCOME in such
country,

(**)

23.3.

(**)

23.4.

(**)

24. THIRD PARTY INFRINGEMENT

24.1. "Infringement" for purposes of this Section 24 means any

infringement or misappropriation by a Third Party of the Wistar Rights or any Intellectual Property relating to or arising out of the Centocor Hybridoma or the Wistar Hybridoma, but does not include infringement or misappropriation of Trademarks other than the Panorex Trademarks and the other Centocor Trademarks.

24.2. In the event that any party hereto obtains knowledge of any Infringement, such party shall inform the other parties promptly of such Infringement and provide the other parties with any available evidence of such Infringement.

24.3. CENTOCOR, at its own cost and expense, shall have the right but not the obligation to prosecute any claim of Infringement. Where reasonably necessary, WELLCOME shall, at its own expense, provide reasonable assistance to CENTOCOR in the litigation of any such claim, including, without limitation, permitting the use of its name in all suits and signing all necessary documents if appropriate to the situation, and CENTOCOR shall keep WELLCOME informed of the progress of such suits. WELLCOME may also, in its sole discretion, provide CENTOCOR with written comments, recommendations and other information regarding the prosecution of any claim of Infringement. If CENTOCOR does

not commence action against an infringer within ninety (90) days after learning of the Infringement, WELLCOME may commence action against the infringer.

24.4. Any recovery in any action brought in accordance with Section 24.3

hereof shall be applied first to reimburse the party bringing the action for the costs and expenses (including reasonable attorneys' fees) reasonably incurred by such party in the course of such prosecution and then to reimburse the other party for the costs and expenses (including reasonable attorneys' fees) incurred by such party in the course of assisting such prosecution. The remainder of any such recovery after reimbursement of such costs shall be (a) retained by WELLCOME, in the case of WELLCOME bringing the action; or (b) divided equally between WELLCOME and CENTOCOR, in the case of CENTOCOR bringing the action.

24.5. WELLCOME, at its own cost and expense, shall prosecute any claim of infringement or misappropriation by a Third Party of the Wellcome Indicia. Where reasonably necessary, CENTOCOR and CBV shall, at their own expense, provide reasonable assistance to WELLCOME in the litigation of any such claim, including, without limitation, permitting the use of their names in all suits and signing all necessary documents, and WELLCOME shall keep them informed of

the progress of such suits. CENTOCOR and CBV may also, in their sole discretion, provide WELLCOME with written comments, recommendations and other information regarding the prosecution of any claim of infringement or misappropriation of the Wellcome Indicia. Any recoveries under this Section

24.5 shall be applied first to reimbursing WELLCOME for the cost of bringing the
- ----
suit and then to reimbursing CENTOCOR and CBV for providing the assistance contemplated by this Section 24.5, in each case including their reasonable

attorneys' fees and other

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out-of-pocket costs. WELLCOME shall have the benefit of the balance.

24.6. Subject to the provisions of this Section 24 with respect to

recoveries, if the party bringing the suit or proceeding loses such suit or proceeding, then the party bringing the suit or proceeding shall be responsible for all and any costs expenses, damages, and claims with respect to the Third Party against whom the suit or proceeding or suit was brought.

24.7. If, subject to the provisions of this Section 24 with respect to

recoveries, the other party is joined as party plaintiff and the suit or proceeding is lost, then the party bringing the suit or proceedings shall indemnify and continue to hold the other party harmless against all and any costs, expenses, damages and claims including all attorneys' fees with respect to the Third Party against whom the suit or proceeding was brought.

25. ASSIGNMENT

No party hereto may assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other parties, except that, without such consent, (a) WELLCOME may assign all or any part of its rights and obligations hereunder to an Affiliate of WELLCOME, including but not limited to BW, so long as WELLCOME unconditionally guarantees the obligations of such Affiliate; (b) WELLCOME and BW may assign all of their rights and delegate all of their duties under this Agreement to a transferee of all or substantially all of the line of business of which this Agreement forms a part or by way of merger or consolidation with another company; and (c) CENTOCOR and CBV may assign all of their rights and delegate all of their duties under this Agreement to a transferee of all or

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substantially all their assets or by way of merger or consolidation with another company, provided such transfer does not change the ownership or control of the CENTOCOR business or stock. Without limiting the foregoing, all rights and

obligations with respect to the subject matter of this Agreement as to the United States (including the shipment of, and payment of the Purchase Price for, Pre Formulated Bulk Antibody) shall inure to the benefit of and be performed by BW, subject to such further assignments as may be permitted by this Section 25

and WELLCOME unconditionally guarantees BW'S performance of such obligations. If any party shall assign its rights and delegate its duties pursuant to clauses

(b) or (c) of this Section 25, the Person to whom such rights are assigned and duties are delegated shall assume all of the obligations of the applicable party under this Agreement. The guarantee by WELLCOME referenced in clause (a) of

this Section 25 is a guaranty of payment and performance, and not of collection;

and in case of a default by an Affiliate of WELLCOME to which rights have been assigned or obligations delegated pursuant to such clause (a), CENTOCOR and CBV

shall have the right to proceed first against WELLCOME without the necessity to proceed against or join such Affiliate.

26. TERMINATION AND EFFECTS OF TERMINATION

26.1. If any of the following (each, an "Event of Termination") shall

have occurred, WELLCOME shall have the right to terminate this Agreement by giving written notice to CENTOCOR not later than the date ninety (90) days following the date on which CENTOCOR gives written notice to WELLCOME of the existence of the applicable Event of Termination, such notice containing a statement of the facts giving rise to such Event of Termination.

26.1.1. A Termination Event as defined in the Development Agreement shall have occurred.

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26.1.2. A license shall have been granted to a Third Party in any country in the Territory in, or a Governmental Entity in any country in the Territory shall exercise rights to use, the Wistar Rights or the Centocor Hybridoma.

26.1.3. In any (**) months, CENTOCOR shall have delivered in at least (**) of those months less than (**) of the Salable 17-1A Product it is required to deliver in those months pursuant to Section 6.6 hereof (including amounts that were required to be delivered in prior months pursuant to Section 6.6 hereof and were not delivered).

26.1.4. CENTOCOR shall cease to own or otherwise lawfully control

the Leiden Facility to the extent necessary to produce the 17-1A Product pursuant to Regulatory Approvals in quantities sufficient to fulfill its obligations under this Agreement or the Development Agreement or such facilities shall cease functioning for a period of ninety (90) days unless CENTOCOR shall have promptly notified WELLCOME of the existence of any of the foregoing conditions and ninety (90) days shall not have passed from the date of such notice. During such ninety (90) days, CENTOCOR and WELLCOME shall consult on whether alternative methods of producing the 17-1A Product may be utilized to carry out the purposes of this Agreement.

26.1.5. CENTOCOR shall cease to, or not in fact, own or license Intellectual Property sufficient to permit it to produce the 17-1A Product and sell it pursuant to this Agreement without infringing the rights of Third Parties unless CENTOCOR shall have promptly, after obtaining knowledge thereof, notified WELLCOME of the existence of any of the foregoing conditions and ninety (90) days shall not have passed from the date of such

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notice. During such ninety (90) days, CENTOCOR and WELLCOME shall consult on whether sufficient Intellectual Property may be obtained to carry out the purposes of this Agreement.

26.1.6. Any representation or warranty of CENTOCOR or CBV contained herein or given in connection with this Agreement shall be untrue or incorrect in any respect material to this Agreement as a whole.

26.1.7. CENTOCOR or Wistar shall have granted any rights (or CENTOCOR shall otherwise cease or in fact not have the exclusive rights) to manufacture, have manufactured, or sell, including selling for resale, any products incorporating the 17-1A Antibody or any Derivative 17-1A Antibody other than such rights as are granted to WELLCOME, have been previously granted to Ajinomoto or are granted to another Permitted Distributor.

26.1.8. Regulatory Approval of the 17-1A Product in any country in the Territory shall have been withdrawn because of safety questions or there shall be reported adverse reactions that are fatal, life-threatening or severely or permanently disabling or any Regulatory Authority shall require a "boxed warning" under FDA practice or a warning of equivalent stature under the practice of other Regulatory Authorities with respect to the 17-1A Product, and in any case under this Section 26.1.8, WELLCOME shall determine in its

reasonable judgment that such withdrawal, reactions or warning substantially impair the Target Program.

26.2. WELLCOME in its absolute discretion may terminate this Agreement in its entirety at any time after five (5) years from the date of First Commercial Sale in any of the countries in the Territory by giving at least one (1) year's advance written notice in writing to CENTOCOR.

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26.3. Except as provided in Sections 26.1 and 26.2 hereof, if there shall

be a material breach by a party hereto, the other party (CENTOCOR and CBV being
deemed one party for purposes of this Section 26.3 and WELLCOME and BW being

deemed one party for purposes of this Section 26.3) shall give written notice to

the breaching party to cure. Upon receipt of such notice, such breaching party
shall have ninety (90) days to respond by curing such default or by delivering
to the other party a certificate that such breach is not capable of being cured
within such ninety (90) days and that the breaching party is working diligently
to cure such breach. If the breaching party does not so respond or fails so to
work diligently, then the other party may terminate this Agreement.

27. CONSEQUENCES OF TERMINATION

27.1. Expiration or termination of this Agreement for any reason shall not
exempt any party from paying to the others any amounts due to such parties and
outstanding at the time of such expiration or termination. Except as expressly
stated otherwise herein, remedies hereunder are cumulative, and nothing in this
Agreement shall prevent any party, in the case of a breach, from not terminating
this Agreement and seeking to enforce its rights hereunder.

27.2. Upon expiration or termination of this Agreement:

27.2.1. All rights and licenses granted hereunder by any party
shall become null and void and will revert to CENTOCOR and CBV or WELLCOME and
BW, respectively, subject to Section 27.2.7 hereof and the terms and conditions

of the License.

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27.2.2. To the extent provided in the Trademark Agreement and any
other agreements in respect of Centocor Trademarks entered into by the parties
in connection therewith, such agreements shall immediately terminate, provided
that WELLCOME may sell Final 17-1A Product pursuant to Section 27.2.7 hereof

with the Panorex Trademarks and the other Centocor Trademarks affixed.

27.2.3. The Wellcome House Mark Agreement and any other agreement
in respect of Wellcome Indicia entered into by the parties in connection
therewith shall immediately terminate.

27.2.4. Stocks of the 17-1A Product with expired shelf life shall
be destroyed by CENTOCOR in accordance with Section 8.6 hereof and in accordance

with the Environmental Laws.

27.2.5. Subject to obtaining WELLCOME'S prior written consent,

CENTOCOR may either (a) repurchase all or any part of the 17-1A Product owned by WELLCOME or its Affiliates (as appropriate in the circumstances) on the date of expiration or termination of this Agreement or (b) request WELLCOME, and if WELLCOME or its Affiliates in their sole discretion so choose, to transfer all or any part of its respective stocks of the 17-1A Product on termination or expiration of this Agreement to a nominated Third Party, subject to in both instances the 17-1A Product being re-labeled without any reference to WELLCOME or Wellcome Indicia if so directed by WELLCOME at CENTOCOR'S sole cost and expense.

27.2.6. If pursuant to Section 27.2.5 hereof, CENTOCOR purchases

17-1A Product from WELLCOME or requests a transfer to a nominated Third Party, the price shall be at cost procured by WELLCOME including any taxes and duties thereon and the combination of the repurchase and transfer shall be of all

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17-1A Product which WELLCOME has in its inventory or which is in transportation to WELLCOME at the time of expiration or termination of this Agreement.

27.2.7. WELLCOME and its Affiliates may, where appropriate, package (including conducting Filling and Capping) and/or sell and distribute the 17-1A Product, subject to any existing rights of the parties and continuing observation by WELLCOME of its obligation to pay for such 17-1A Product hereunder, which is in the possession of WELLCOME or its Affiliates or in transit to WELLCOME or its Affiliates at the time of expiration or termination of this Agreement, for a period of six (6) months after such expiration or termination.

27.2.8. If such termination shall arise out of any action or inaction that is an Event of Termination or a breach by CENTOCOR, CENTOCOR shall immediately and forthwith cease to use the Panorex Trademarks and in any event shall cease to use all Wellcome Indicia applied to the 17-1A Product on the 17-1A Product or make any references to WELLCOME or Wellcome Indicia and shall destroy, if so directed by WELLCOME, all sales and promotion materials or return the same to WELLCOME as WELLCOME shall direct, and subject to Section 27.2.7

hereof, WELLCOME shall cease to use the CENTOCOR Trademarks other than the Panorex Trademarks.

27.2.9. CENTOCOR shall immediately cease to describe in any written information (including but not limited to journals, advertisements, direct mail, sales, sales, pieces and other promotional material) to the medical and paramedical communities and to the trade and, to the extent practicable, all oral information disseminated or presented respectively to such communities and to the trade, WELLCOME and its Affiliates (where appropriate in the circumstances) as promoting marketing, selling

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or distributing the 17-1A Product in connection with the Panorex Trademarks.

28. CONFIDENTIALITY

28.1. "Proprietary Information" for the purposes of this Section 28 means

all inventions, discoveries, improvements and methods, business plans, marketing techniques and plans, manufacturing and other plant designs, locations of operations and any other information affecting the business operations of the Disclosing Party and which is identified by the Disclosing Party at the time of disclosure as being confidential or proprietary.

28.2. Except as expressly provided herein otherwise, each Receiving Party shall, during the term of this Agreement including any renewals hereof, and for a period of five (5) years following expiration or the termination hereof, but in any event not for less than a period of ten (10) years from the date hereof, maintain the confidentiality of all Proprietary Information disclosed by the Disclosing Party hereunder and shall neither use the same except as expressly authorized by this Agreement or any other Alliance Document, nor disclose the same to any Third Party without the prior written consent of the Disclosing Party. Nothing in this Section 28, however, shall be construed to require any

party hereto to maintain the confidentiality and non-use of any information or material that (a) at the time of disclosure, is already in the public domain; (b) after disclosure, enters the public domain otherwise than by an act or omission of the Receiving Party in violation of the terms of this Agreement; (c) prior to disclosure under this Agreement was already in the possession of the Receiving Party or its Affiliates, provided that such information or material was not obtained, directly or indirectly, from the Disclosing Party

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under this Agreement or under any other obligation of confidentiality from the Receiving Party to the Disclosing Party; (d) becomes known to the Receiving Party from a Third Party, provided that such information or material was not obtained, directly or indirectly, from the Disclosing Party on a confidential basis; (e) is required in the reasonable judgment of the Receiving Party to be disclosed to a Governmental Entity in furtherance of this Agreement or the Alliance Agreement or pursuant to any Law, Permit or Court Order; or (f) results from research or development by the Receiving Party or its Affiliate independent of disclosures from the Disclosing Party. Disclosures made prior to the date of this Agreement pursuant to that certain Confidentiality Agreement between CENTOCOR and WELLCOME dated September 14, 1993 shall be governed by such Confidentiality Agreement and to the extent not inconsistent therewith this Section 28; other disclosures prior to the date of this Agreement of Proprietary

Information shall be governed by the terms of this Section 28.

28.3. Nothing in this Section 28 shall prevent any party hereto from

disclosing its own information relating to its business, financial affairs, products, research development, marketing and other commercial activities to any Affiliate or any Third Party. In addition, notwithstanding the restrictions in this Section 28 on confidentiality and use, any party hereto may disclose

Proprietary Information which is disclosed to it hereunder to any of its Affiliates which agrees to be bound by the terms of this Section 28 hereof.

28.4. Nothing in this Section 28 shall prevent or restrict WELLCOME and

its Affiliates from using and/or disclosing Proprietary Information received from CENTOCOR and CBV where such use and/or disclosure is reasonably regarded by WELLCOME or its Affiliates as necessary to enable WELLCOME to carry out its obligations under the Target Program or the Post Target Program,

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provided that WELLCOME and its Affiliates shall take all reasonable steps to ensure that disclosure of any such Proprietary Information is as limited as possible and disclosed on a confidential basis.

29. PUBLIC STATEMENTS -----

No party hereto, nor its representatives or employees, shall make any disclosure, including any news release or other public statement, whether to the press, stockholders, or otherwise, disclosing the terms of this Agreement or of any amendment hereto, without the prior written approval of the other parties, which approval shall not be unreasonably withheld or delayed; providing,

however, nothing in this Section 29 shall be deemed to prevent any party hereto

from making such disclosures or statements which, in the opinion of counsel, are legally required. In the event such disclosure or statement is required, the disclosing party shall give prior notice to the other party of the proposed disclosure or statement and the reason therefor. CENTOCOR acknowledges that it shall file a Current Report on Form 8-K under the Exchange Act reporting the transactions contemplated by the Alliance Agreement, including exhibits thereto, subject to appropriate requests for confidential treatment.

30. MISCELLANEOUS -----

30.1. Entire Agreement. This Agreement and the other Alliance Agreements

constitute the entire understanding of the parties with respect to the subject matter contained herein and supersede any prior understandings and agreements among them respecting such subject matter including, without limitation, the Letter of Intent dated September 16, 1993; provided, however, the

September 14, 1993 shall in all cases remain in full force and effect in accordance with its terms.

30.2. Amendments. This Agreement may be amended and supplemented only by

a written instrument duly executed by each of the parties.

30.3. Headings. The headings in this Agreement are for convenience of

reference only and shall not affect its interpretation.

30.4. Gender; Number. Words of gender may be read as masculine, feminine,

or neuter, as required by context. Words of number may be read as singular or plural, as required by context.

30.5. Appendices; Exhibits; and Schedules. All appendices, exhibits and

schedules referred to herein form an integral part of this Agreement and are incorporated into this Agreement by such reference.

30.6. Severability. It is the intention of the parties to comply with all

applicable Laws, domestic or foreign, in connection with the performance of their respective obligations hereunder. If any provision of this Agreement or the application thereof to any Person or circumstance is held illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall not affect any other provision hereof. This Agreement shall, in such circumstances, be deemed modified to the extent necessary to render enforceable the provisions hereof to the fullest extent permitted by Law.

30.7. Remedies. Each of CENTOCOR and CBV on the one hand, and WELLCOME

and BW on the other, stipulates that the remedies at law of the other in the event of any Default or threatened

Default in the performance of or compliance with any of the terms of this Agreement are not and will not be adequate and that, to the fullest extent permitted by Law, such terms may be specifically enforced by a decree for specific performance of any agreement contained herein or by an injunction against any violation of any terms hereof or otherwise.

30.8. Notices. All notices and other communications hereunder shall be in

writing and shall be given to the Person either personally or by sending a copy

thereof by first class United States express mail, postage prepaid and return-receipt requested, or by a nationally-recognized courier service guaranteeing next-day delivery, charges prepaid, or by telecopier (with the original sent by either of the foregoing manners), to such Person's address (or to such Person's telecopier number). All notices shall be deemed to have been given to the Person entitled thereto when received.

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If to WELLCOME, to:

THE WELLCOME FOUNDATION LIMITED
Unicorn House, P.O. Box 129
129 Euston Road
London NW1 2BP
Attention: Company Secretary
Telecopy No.: 011-44-71-388-5462

With a copy to:

BURROUGHS WELLCOME CO.
3030 Cornwallis Road
Research Triangle Park, NC 27709
Attention: Secretary
Telecopy No.: (919) 315-0478

If to BW, to:

BURROUGHS WELLCOME CO.
3030 Cornwallis Road
Research Triangle Park, NC 27709
Attention: Secretary
Telecopy No.: (919) 315-0478

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If to CENTOCOR or CBV, to:

CENTOCOR, INC.
200 Great Valley Parkway
Malvern, Pennsylvania 19355-1307
Attention: Corporate Secretary
Telecopy No.: (215) 651-6100

with a copy to:

Duane, Morris & Heckscher
One Liberty Place
Philadelphia, PA 19103
Attention: David C. Toner, Esquire

Notice of any change in any such address shall also be given in the manner set forth above. Whenever the giving of notice is required, the giving of such notice may be waived by the Person entitled to receive such notice.

30.9. Waiver. No provision of this Agreement may be waived except by a

written instrument signed by the party hereto sought to be bound. No failure or delay by any party hereto in exercising any right or remedy hereunder or under applicable Law will operate as a waiver thereof, and a waiver of a particular right or remedy on one (1) occasion will not be deemed a waiver of any other right or remedy, or a waiver on any subsequent occasion (it being understood that specific time frames for notice or actions to be taken shall be binding on the parties).

30.10. Successors and Assigns. This Agreement shall bind, inure to the

benefit of, and be enforceable by the successors and permitted assigns of the parties hereto.

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30.11. Governing Law. This Agreement shall be construed and enforced in

accordance with the Laws of the Commonwealth of Pennsylvania without regard to principles of conflicts of law applicable in such jurisdiction, and all sales of the 17-1A Product contemplated hereby shall be governed by such Laws, except that the parties hereto expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods.

30.12. No Benefit to Others. The representations, warranties, covenants

and agreements contained in this Agreement are for the sole benefit of the parties hereto and their successors and permitted assigns, and they shall not be construed as conferring, and are not intended to confer, any rights on any other Person.

30.13. Independent Contractors. It is expressly understood and agreed that

the Centocor Group and the Wellcome Group are independent contractors; neither the Centocor Group or any of its members, nor the Wellcome Group or any of its members, shall be deemed the agent of the other group or of any of its members for any purpose whatsoever, and neither the Centocor Group or any of its members, nor the Wellcome Group or any of its members, shall have authority to enter into any contract or agreement, assume any obligation or make any warranty or representation for or on behalf of the other group or any of its members. Nothing in this Agreement shall be deemed to create or constitute a partnership or the relationship of employer and employee between the Wellcome Group or any of its members on the one hand and the Centocor Group or any of its members on the other.

30.14. Further Assurances. At the request of any party hereto, the other

parties hereto shall execute and deliver from

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time to time such further instruments and shall provide reasonable cooperation in such proceedings or actions as shall be necessary or reasonably appropriate to effectuate the purposes of this Agreement including, without limitation, registering or recording the rights granted hereunder in appropriate offices of particular Governmental Entities; provided, however, if any party hereto desires

to notify this Agreement under Article 85(3) of the Treaty of Rome establishing the European Economic Community, such party shall give the other parties ninety (90) days prior written notice of such notification and if during such period a party shall reasonably object to such notification, the objecting party need not cooperate in such notification and such notification shall not be implemented. Except as otherwise provided in the Alliance Documents, the executions, deliveries and cooperation of each party under this Section 30.14 shall be

without further consideration and at such party's expense.

30.15. Counterparts. This Agreement and any amendment or supplement hereto

may be executed in any number of counterparts and any party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. The execution of this Agreement and any such amendment or supplement by any party hereto will not become effective until counterparts hereof have been executed by all the parties hereto.

30.16. Savings Clause. Any restriction or information provision (as each

of these terms or expressions are defined in the RTPA) contained in this Agreement or in any arrangement of which this Agreement forms part by virtue of which this Agreement or any such arrangement is registrable under the RTPA shall not take effect in the United Kingdom until the day after the day on

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which full particulars of this Agreement (and of any such arrangement) shall have been duly furnished to the Office of Fair Trading under Section 24 of the

RTPA.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written by their duly authorized representatives.

FOR AND ON BEHALF OF
THE WELLCOME FOUNDATION LIMITED

By: /s/ Trevor M. Jones

Name: Trevor M. Jones

Title: Director-Research, Development &

Medical

BURROUGHS WELLCOME CO.

By: /s/ David W. Barry

Name: David W. Barry

Title: Vice President of Research,

Development and Medical

[EXECUTIONS CONTINUED]

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CENTOCOR, INC.

By: /s/ Bobba Venkatadri

Name: Bobba Venkatadri

Title: Executive Vice-President

CENTOCOR B.V.

By: /s/ David P. Holveck

Name: David P. Holveck

Title: Managing Director

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APPENDIX A

GLOSSARY OF TERMS

[See Appendix A to Alliance Agreement]

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SCHEDULE 5.3

WELLCOME AND ITS AFFILIATES
STANDARD TERMS AND CONDITIONS OF PURCHASE

Four (4) Pages Attached.

THE WELLCOME FOUNDATION LTD

WELLCOME

Purchase Order No.

DATE

Requisitioner

[]

REQ NO. DATE

[]

Delivery Area

User Reference & Type

Order Number

Order Type

Raised By

Amended By
Progress Date
Invoice Instructions

Buyers Comment
Buying Category & GL Codes
Estimated Value & Indicator

Checked by Authorizing
Signature

Refer Purchase Queries to

Suppliers Code

Please execute the following Order subject to the terms and conditions detailed
overleaf

Delivery to be made to:

ADVICE NOTE quoting above order number must be sent

the day goods are dispatched to the delivery address
stating time limit for notification of non-delivery

DELIVERY NOTE quoting above order number must

accompany the goods before
3:30 p.m. not Saturdays

Invoice to be sent to: -
Invoice must quote Wellcome Order No.
:-

The Wellcome Foundation Ltd Unicorn House PO Box 129 160 Easton Road London NW1
29P England No 194814 VAT No. GB 203 3017 31

THE WELLCOME FOUNDATION LIMITED - CONDITIONS OF PURCHASE

1. DEFINITIONS

In these "Conditions" the following words shall, where the context so
admits, have the meanings respectively set against them:

The Order(s) The form of order contained on the reverse hereof

	(including any subsequent amendments to the order(s)) duly completed and signed on behalf of the Wellcome Foundation Limited
The Seller	The company, firm or person to whom the order is addressed
The Buyer	The Wellcome Foundation Limited
The Goods	The Goods or Services provided by the Seller, to the Buyer, particulars whereof are set out in the Order together with any Specification accompanying the Order or referred to on the face thereof.
The Specification	The Buyer's specific written requirements which accompanies, is attached and or is set forth in the Order (whichever is appropriate).

2. FORMATION OF CONTRACT

- (a) Any contract made between the Seller and the Buyer for the sale and purchase of the Goods shall consist of the Order together with all documents expressly incorporated therewith and the acceptance of the Order by the Seller, and shall be subject to these Conditions to the exclusion of any other conditions which may be inconsistent and which the Seller might seek to impose even though such conditions may be submitted in a later document or purport to exclude or supersede any conditions inconsistent with them. Unless otherwise agreed by the Buyer no other terms or conditions shall be included or implied in the contract nor shall any of these Conditions be varied or deleted.
- (b) The Seller hereby acknowledges that these Conditions shall have precedence over and shall supersede all representations, proposals, prior agreements oral or written and all other communications between the parties regardless of any other or additional terms or any printed conditions appearing on any acceptance form or other document or letter emanating from the Seller, and such conditions shall have no effect whatsoever except insofar as they confirm the terms of the Order.
- (c) When the Order is placed by telephone on behalf of the Buyer it must be subject to the quotation of the Buyer's order number and must be subsequently confirmed by the Buyer in writing. The Order and written confirmation must be signed by a duly authorized signatory of the Buyer and must carry the Buyer's official order number. The Buyer shall not be bound by Order if the Order does not expressly quote the Buyer's official order number and notwithstanding this, is accepted by the Seller.

3. THE SPECIFICATION

- (a) Where the Order is placed subject to the Specification, the Seller shall ensure that the Goods comply with the Specification. The Seller shall not make any change of whatever nature to the Specification of the Goods supplied under the Order without the prior written acceptance of the Buyer
- (b) The Seller shall ensure that no changes are made to the process of the raw materials and/or the source of the raw materials from which the Goods are made without prior written notification to the Buyer of what those changes are.

4. DELIVERY

- (a) The Goods shall be delivered to the Buyer within such period as is stated for the delivery in the Order.
- (b) If the Goods are not delivered within such period as aforesaid the Buyer shall be entitled without prejudice to any of its other rights under these Conditions to forthwith terminate the Order by notice in writing given to the Seller.
- (c) Upon consigning the Goods or any part thereof for delivery to the Buyer the Seller shall forthwith give notice thereof to the Buyer.

5. PRICE AND PAYMENT

Unless otherwise agreed:

- (a) The price of the Goods stated in the Order shall not be the subject of increase without the consent of the Buyer and shall unless otherwise agreed by the Buyer, be inclusive of the cost of packing and carriage and of any duties, taxes (except as otherwise provided for under the provisions of clause 12 hereof) tariffs or other impositions chargeable or leviable on the Goods and of any other sums whatsoever payable to any person in respect of the Goods.
- (b) Subject to the Goods supplied hereunder, conforming to the Specification (where relevant) payment will be made by the Buyer normally through BACS Limited (Bankers Automated Clearing Services) or SWIFT (Society for the World wide Interbank Financial Telecommunications) into the Seller's designated bank account usually between 49 and 56 days from invoice/tax point date.
- (c) The Seller shall not be entitled to penalise the Buyer by forfeiting discounts on prompt payment if the Seller fails to clearly indicate on all correspondence the Buyer's purchase order number (through no fault of the Buyer) which results in a delay to the payment under the provisions hereof.

6. QUALITY OF MATERIALS

The materials used in manufacturing the Goods shall conform in all respects to the particulars stated in the contract and if no such particulars are stated, shall, subject to any contrary instructions given thereafter to the Seller by the Buyer, be of the highest grade and quality obtainable.

7. HEALTH, SAFETY, TOXICITY AND ENVIRONMENTAL ISSUES

- (a) Where EEC Directive 91 156 FCC applies the Seller will provide the Buyer with a Safety Data Sheet in accordance with this Directive and will be responsible for communicating any revisions of the Safety Data Sheet to the Buyer.
- (b) The Seller will ensure that the Safety Data Sheet will include but shall not be limited to methods of disposal, precautions before and after spillage and the occupation exposure limits.
- (c) The Seller will be responsible for examining that the production and supply of the Goods to the Buyer fully conforms with all Health, Safety and Environmental legislation, such legislation shall include, but not limited to statutes, Acts of Parliament, Regulations EEC legislation, licensor, Approvals, Code of Practices and Guidance Notes as amended from time to time.
- (d) If the Goods (to which this clause applies) are rejected by the Buyer then the Seller shall be responsible for collection and disposal of the

Goods within 21 days of notice of rejection by the Buyer.

8. INSPECTION AND TESTING

The Seller shall before delivery ensure whether by inspection or testing or otherwise, that the Goods comply with these Conditions and/or the Specification. Without limiting the obligations of the Seller as aforesaid the Buyer may at any reasonable time during the performance of the contract enter upon the premises of the Seller for the purpose of inspecting and testing the Goods and the materials and the Seller shall afford to the Buyer all reasonable facilities for such inspection and testing.

9. REJECTION OF FAULTY GOODS*

The Buyer shall not be deemed to have accepted the Goods until a reasonable period after the date of delivery of the same. Payment for the Goods shall not be deemed evidence of acceptance. Before the expiry of a reasonable period of time after the date of delivery the Buyer shall be entitled to reject such of the Goods as do not comply in all respects with these Conditions and/or the Specification and shall upon rejection (with the exception of the Goods in which the provision of Clause 7 hereof refers) return such Goods to the Seller at the risk and expense of the Seller. Upon notification of rejection as aforesaid, the Seller, as the Buyer may require, shall forthwith either at its own expense deliver to the Buyer, Goods complying in all respects with these Conditions or the Specification in substitution for those rejected or Credit the Buyer in full for the invoice value of the rejected Goods.

10. WARRANTY

Notwithstanding Clause 9, the Seller warrants that the Goods fit their description, are of merchantable quality and are fit for their purpose, comply with the Specification (where appropriate) and are free from defects and faults of whatever nature for 12 months from delivery or commissioning, whichever is the later, (unless otherwise set out in the Order ("the Warranty Period")). If during the Warranty Period the Goods are found not to comply with the above the Seller shall forthwith replace the Goods or rectify such defect. The Seller shall bear all costs in this connection (including carriage, packaging or any additional inspection or testing of the replaced or repaired Goods). The Warranty Period shall be extended by a further period of 12 months (unless otherwise agreed) from the date of replacement or rectification.

11. SUB-CONTRACTING AND ASSIGNMENT

These Conditions shall be performed by the Seller or by its holding company or subsidiary or by a subsidiary of its holding company and not by way of subcontract to any other company, firm or person without the prior consent in writing of the Buyer, save only for the supply of materials or items not commonly made by the Seller. Copies in duplicate of any sub-contract made in accordance with this provision, with the omission only of any price stated therein, shall be delivered to the Buyer and no such sub-contract shall in any way limit or otherwise affect the obligations of the Seller under these Conditions.

The Seller shall not assign any contract or any rights hereunder in whole or in part without the prior written consent of the Buyer.

12. PATENT RIGHTS ETC.

If the Goods, either by their sale, use or incorporation in other goods, allegedly or otherwise infringes any design, trademark, copyright, letters patent or any other intellectual property rights in the United Kingdom or elsewhere, the Seller shall indemnify and hold the Buyer harmless from and against all and any costs, claims, damages, expenses brought, made or suffered by or against the Buyer.

13. TERMINATION AND CANCELLATION

13.1 Termination

Without prejudice to any of its other rights under these Conditions the Buyer may by notice in writing to the Seller terminate these Conditions forthwith if:

- (a) the Seller shall commit any breach of these Conditions; or
- (b) the Seller ceases to carry on business or permits any judgment against it to remain unsatisfied for seven days; or
- (c) being a Company the Seller has a petition presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for its winding up or for the making of an administration order (otherwise than for the purposes of a bona fide amalgamation or reconstruction) or compounds with its creditors, or if it shall become insolvent, or if a trustee receiver, administrative receiver or similar officer is appointed in respect of all or any part of its business or assets; or
- (d) being an individual the Seller dies, or becomes bankrupt or insolvent, or enters into any arrangements with creditors or takes or suffers any similar action in consequence of debts.

13.2 Cancellation

The Buyer hereby reserves the right to cancel the whole or any part of the Order without incurring any liability whatsoever to the Seller for such cancellation provided that the Buyer gives to the Seller reasonable prior written notice of its intention to so cancel.

14. NOTICES

Any notice or other document required to be served on the Seller shall be delivered or posted to the Seller at its registered office being a company or last known place of business or other address being an individual or a firm and any notice or other document required to be served on the Buyer shall be delivered or posted, in the case of an invoice or statement to Buyer's Accounts Department and in any other case to the Buyer's Buying Department as indicated on the order.

15. DRAWINGS COPYRIGHT AND OWNERSHIP

The Buyer retains copyright in and ownership of all plans, drawings, specifications and patterns relating to the Goods delivered by the Buyer to the Seller and the same shall remain the property of the Buyer and forthwith upon the completion or termination (for whatever reason) of these Conditions shall be returned to the Buyer. No such plans, drawings, specifications, or patterns shall be shown nor its contents disclosed to any other person without prior written agreement of the Buyer.

16. PASSING OF PROPERTY

The property and risk in the Goods shall remain in the Seller until the Goods are delivered to the point specified by the Buyer.

17. MARKING OF MATERIALS

When required by the Buyer the Seller shall mark the materials ordered in accordance with the reasonable instructions of the Buyer.

18. VALUE ADDED TAX (WHERE APPLICABLE)

Where it is agreed that Value Added Tax shall be paid by the Buyer, the Seller shall show as a separate item in his invoice the amount of such Value Added Tax.

19. USE OF NAME

It is a condition of the purchase of the Goods that the Seller shall not, without the prior written consent of the Buyer issue or publish any statement in writing indicating that the Seller has supplied goods to the Buyer or is a supplier to the Buyer, whether regularly or intermittently or otherwise of the Goods or any other goods but without prejudice to the Buyer's rights with respect to the supply of Goods whether under these Conditions or by virtue of a course of dealing with respect to the Goods or similar goods.

20. INDEMNITY

The Seller shall defend, indemnify and continue to indemnify and hold the Buyer harmless from and against all third party claims, demands, loss, damage, liability (including without limitation liability for death or personal injury attributable to the Goods) settlement amounts, costs and expenses whatsoever (including reasonable legal fees and costs) arising out of or resulting from the use and/or sale of the Goods or of any product incorporating the Goods.

21. CONTRACTORS ON SITE

Under no circumstances should contractors work in or enter the Buyer's premises without having first read the Buyer's Standard Preliminaries document for Contractors (as amended from time to time), which must be strictly adhered to. Copies of this document are available on request.

22. APPLICABLE LAW

This Order shall in all respects be construed in accordance with and be governed by English Law. Nothing in these Conditions shall prejudice or limit any condition or Warranty (express or implied) or right or remedy to which the Buyer is entitled in relation to the material of the Goods ordered by virtue of statute or Common Law and the parties agree to submit or any dispute in relation to the Goods or the rights of the parties hereunder in relation thereto to the jurisdiction of the English Courts.

WELLCOME
BURROUGHS WELLCOME
CO.
3030 Cornwallis

DATE

PURCHASE ORDER

INVOICE TO

Road, Research
Triangle Park, NC
27709

THIS NUMBER MUST
APPEAR ON ALL PACKAGES,
INVOICES AND
CORRESPONDENCE.

ACCOUNTS PAYABLE
DEPARTMENT
P.O. BOX 13526
RESEARCH TRIANGLE
PARK, NC 27709-3526

RESEARCH TRIANGLE
PARK (919) 248-3000
GREENVILLE - (919)
758-3436

- 1.EACH CONTAINER MUST
SHOW (A) YOUR COMPANY
NAME (B) DESCRIPTION
OF CONTENTS (C) OUR
ORDER NUMBER (D) OUR
ITEM NUMBER (E)
QUANTITY.
- 2.SEND BUYER
ACKNOWLEDGEMENT OF THIS
ORDER GIVING
SPECIFIC DELIVERY
INFORMATION.
- 3.RESEARCH TRIANGLE
PARK DELIVERIES
ACCEPTED FROM 8:15 TO
3:15 P.M.
- 4.GREENVILLE DELIVERIES
ACCEPTED FROM 7:30 A.M.
TO 3:00 P.M.
NO COD'S ACCEPTED.

VENDOR NUMBER

TERMS

F.O.B.

FREIGHT TERMS

QUANTITY

DESCRIPTION

PRICE

TOTAL

DIRECT ALL INQUIRIES TO BUYER

DIRECTOR OF PURCHASING

PURCHASE ORDER "TERMS AND CONDITIONS"

THIS ORDER IS PLACED SUBJECT TO THE FOLLOWING TERMS AND
CONDITIONS WHICH MAY NOT BE VARIED OR ADDED TO EXCEPT BY A
WRITING SIGNED BY BUYER'S PURCHASING AGENT

DELIVERY:

Title shall pass to Buyer on delivery of goods to its plant
at Greenville, N.C. or its establishment at Research
Triangle Park N.C. Notwithstanding any agreement to pay
freight express or other transportation charges, the risk of
loss or damage in transit shall be upon the Seller.

Delivery shall not be complete until goods have been actually received,
inspected and accepted by Buyer. Buyer shall have the privilege of return at
Seller's expense if goods are defective or not in compliance with Buyer's
specifications. Seller shall bear all risks after notice of rejection.

Buyer reserves the right to cancel this order or any part thereof if delivery is
not made within the time specified or within a reasonable time in case no time
is specified.

WARRANTY

Seller warrants the lawful ownership of the goods, the right to sell them, and
delivery, free of any security interest, lien or encumbrance. Seller further
warrants that the goods will conform to applicable drawings, specifications,
samples, models, descriptions, etc. and will be of good material and workmanship
and free from defects and shall in all respects be of merchantable quality and
fit and safe for the purpose intended.

Such warranties shall survive delivery and shall not be deemed waived either by
reason of Buyer's acceptance of the goods or by payment for them. Any deviation
from this order or the drawing, specifications, etc., furnished by Buyer or any
other exceptions or alterations must be approved in writing by Buyer's
Purchasing Agent.

CONTINGENCIES

No liability hereunder shall result to either party from delay in performance, non performance, or non acceptance of deliveries caused by circumstances beyond the control of the party affected, including, but not limited to, Acts of God, fire, flood, war, labor trouble or voluntary compliance with governmental regulations, directions or requests. Quantities so affected may be eliminated from the order.

INVOICES

All invoices must carry the following clause in order to be passed for payment: "We hereby guarantee that the articles listed herein are not adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic act of the Federal Caustic Poison Act, as amended, and regulations thereunder; they contain no substance which may not be introduced into interstate commerce under Sections 404 and 505 of the Federal Food, Drug and Cosmetic Act, where applicable they have been registered under the Federal Insecticide, Fungicide and Rodenticide Act and otherwise comply within. Any color additive is from a batch certified in accordance with FDA regulations. We hereby certify that the goods listed herein were produced in compliance with all applicable requirements of the Fair Labor Standards Act, as amended.

Discounts will be taken according to terms, but from the date of delivery of the goods to Buyer's plant.

PATENTS, TRADEMARKS AND COPYRIGHTS

Seller warrants that the use or sale of the goods delivered hereunder will not infringe any patent, trademark or copyright; and shall indemnify and hold Buyer harmless from and against all claims, liability, loss, damage or expense, including counsel fees, arising from or by reason of any actual or claimed infringement or any litigation based thereon.

SPECIAL AND CONSEQUENTIAL DAMAGES

By accepting this order, Seller acknowledges that the goods and/or services covered by this order are intended for use by Buyer in connection with its business of manufacturing, research, sale and distribution of human and veterinary pharmaceutical, biological and diagnostic products and Seller acknowledges that any defect in the goods and/or services covered by this order, or any breach of warranty contained herein or any failure by Seller to perform any of its obligations to Buyer may occasion special and/or consequential damages to the Buyer.

INDEMNITY

Seller agrees to defend, indemnify, and save harmless the buyer from and against all liability, loss, damage and expense of every kind, including reasonable attorney's fees, resulting from or arising out of any breach of warranty contained herein or any failure of Seller to properly perform its obligations to Buyer created by and upon

Seller's acceptance of this purchase order.

WORK ON BUYER'S PREMISES

If Seller is required to make any delivery or to do any work on Buyer's premises, Seller agrees to and will be subject to Buyer's factory and safety regulations. Seller shall hold Buyer harmless and indemnify Buyer against all loss or damage which may result from any act or omission of Seller, its employees, agents or subcontractors. Seller shall furnish satisfactory certificates of insurance covering Workmen's Compensation for all of its employees engaged in work on Buyer's premises, and public liability insurance and property damage insurance. Seller for itself and its agents, servants and employees covenants to maintain in strictest confidence any trade secret or confidential information of Buyer's which Seller or its agents, servants or employees acquire arising out of the work or being upon the premises.

TERMINATION FOR BANKRUPTCY

The voluntary or involuntary bankruptcy or receivership of the insolvency of either party hereto shall permit the other party to terminate this agreement forthwith upon notice.

GOVERNMENT CONTRACT:

If Buyer advises Seller that any of the goods are subject to use by Buyer to satisfy contracts with the United States Government, Seller covenants to comply with the Equal Opportunity, Walsh Healy Public Contracts, Contract Work Hours, Standards, Buy-American, Renegotiation, and other applicable federal, state and local laws.

VARIATION

No variation in any of the terms, conditions or specifications of this order, and no different or additional terms contained in any of Seller's documents, irrespective of the wording of Seller's acceptance or trade custom will be binding upon Buyer unless agreed to in writing and signed by Buyer's Purchasing Agent. No other representative of Buyer is authorized to change any of these terms and conditions.

NO WAIVER

Failure to insist upon strict compliance with any of the terms, conditions, and/or representations of this order shall not be deemed a waiver of compliance, nor shall any waiver or relinquishment of any right at any one time or more times be deemed a waiver or relinquishment at any other time or times absent written notice to such effect by Buyer's Purchasing Agent.

INSPECTION

Upon reasonable notice, buyer shall have the right of access to and inspection of areas of Seller's plant in which the goods are manufactured and may further inspect and test the goods at Sellers' plant or at point of destination.

REMEDIES

No remedy herein provided shall be deemed exclusive of any other remedy allowed by law.

ASSIGNMENT

Seller may not assign or delegate its rights or obligations under this order without the expressed written agreement of Buyer.

APPLICABLE LAWS

Seller warrants that its performance and the goods under this order shall be in compliance with all applicable Federal, State, and local laws.

LAW GOVERNING

This order is to be governed by and construed in accordance with the laws of North Carolina.

SCHEDULE 8.3

(**)

SCHEDULE 12.1

TECHNICAL INFORMATION RELATING
TO F&C TECHNICAL PROGRAM

(**)

SCHEDULE 20.2

Adverse Reaction Reporting

1. Each party shall use its best endeavors to obtain and record written medical confirmation and relevant details of all suspected or alleged Adverse Reactions to the 17-1A Product and shall ensure by means of a written log that all such cases and the dossiers of information relating to them are uniquely identified and retrievable.

2. Each party shall comply with all legal and regulatory requirements in the applicable country in the Territory concerning the reporting of Adverse Reactions to the 17-1A Product and shall send copies of all such reports to the other party and as otherwise required by applicable Law.

3. Each party shall inform such persons of the other party in writing as are identified from time to time by the Product Committee of all serious Adverse Reactions to the 17-1A Product as soon as possible and at the latest within fifteen (15) days of a party receiving notice thereof. Serious Adverse Reactions are those that are fatal, life-threatening or severely or permanently disabling for any reason.

4. Each party shall provide to the other party every Quarter a report containing clinical details of all those Adverse Reactions to the 17-1A Product for which information is deemed to have been completed during the relevant period.

5. Each party shall respond as soon as is reasonably practicable to requests from the other party for further information on any Adverse Reaction reported under points 3 or 4 above.

6. Each party shall provide to the other party every six (6) months a report summarizing:

- (i) complaints received from users of the 17-1A Product; and
- (ii) toxicological or other information which becomes available to such party and which is relevant to the use, indications and contra-indications or safety of the 17-1A Product.

7. Each party, to the extent it has any, shall notify the other party of any revision of clinical recommendations and precautions relevant to the 17-1A Product.

8. Each party, to the extent it has any, shall make available to the other party on reasonable request a summary of clinical information (excluding detail identifying patient or reporter) concerning worldwide spontaneous Adverse Reaction reports to the other party which are relevant to the 17-1A Product.

THE REGISTRANT HAS REQUESTED CONFIDENTIAL TREATMENT FOR CERTAIN PORTIONS OF THIS AGREEMENT. THOSE PORTIONS HAVE BEEN OMITTED FROM THIS COPY OF THE AGREEMENT AT THE PLACES INDICATED BY DOUBLE ASTERISKS (**); AND HAVE BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

THE WELLCOME FOUNDATION LIMITED

AND

BURROUGHS WELLCOME CO.

AND

CENTOCOR, INC.

and

CENTOCOR B.V.

CLINICAL AND REGULATORY DEVELOPMENT AGREEMENT

THE WELLCOME FOUNDATION LIMITED
Legal Department
Unicorn House
P O Box 129
160 Euston Road
London NW1 2BP
England

Dated: As of December 16, 1993

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CLINICAL AND REGULATORY DEVELOPMENT

AGREEMENT

THIS CLINICAL AND REGULATORY DEVELOPMENT AGREEMENT (the "Agreement") is

dated as of the 16th day of December, 1993 by and among THE WELLCOME FOUNDATION LIMITED, a United Kingdom corporation of Unicorn House, PO Box 129, 160 Euston Road, London NW1 2BP, England ("WELLCOME"), BURROUGHS WELLCOME CO., a North

Carolina corporation of 3030 Cornwallis Road, Research Triangle Park, North Carolina 27709 ("BW"), CENTOCOR, INC., a Pennsylvania corporation of 200 Great

--
Valley Parkway, Malvern, Pennsylvania 19355, USA ("CENTOCOR"), and CENTOCOR

B.V., a Netherlands corporation of Einsteinweg 101, PO Box 251, 2300 AG Leiden, the Netherlands ("CBV").

WITNESSETH:

WHEREAS, CENTOCOR is engaged in research and development of pharmaceutical products and CENTOCOR and CBV, a wholly owned subsidiary of CENTOCOR, own rights in a murine monoclonal antibody that binds to the 17-1A antigen and own and operate a plant in Leiden, the Netherlands, that produces a pharmaceutical product containing such antibody;

WHEREAS, CENTOCOR has undertaken certain research and development of such product;

WHEREAS, CENTOCOR has entered into an anti-cancer alliance with WELLCOME, a part of which is the distribution by WELLCOME of such product in a territory consisting of the world except certain countries in Asia;

WHEREAS, in order for such product to be manufactured, used, distributed and sold in such territory it will be necessary for substantial additional clinical and regulatory work to be undertaken; and

WHEREAS, CENTOCOR and WELLCOME have agreed to the extent set out herein to collaborate in the clinical and regulatory development, testing and commercialization of such product;

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the

parties hereto, intending to be legally bound hereby, agree as follows:

1. DEFINITIONS

The terms defined in the Glossary attached as Appendix A hereto, when

used in this Agreement, shall have the meanings set forth in such Glossary,
unless the context requires otherwise.

2. CLINICAL AND REGULATORY DEVELOPMENT PROGRAM GENERALLY

2.1. As more fully described in this Agreement, CENTOCOR and WELLCOME shall employ the Product and Oversight Committees to coordinate the clinical and regulatory development of the 17-1A Product. Such Committees shall also have such responsibilities as are set forth in the Supply Agreement.

2.2. As more fully described in this Agreement, CENTOCOR shall be principally responsible for the Target Program.

2.3. As more fully described in this Agreement, WELLCOME shall be principally responsible for the Post Target Program.

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3. APPOINTMENT OF COORDINATORS

3.1. As soon as possible after the date hereof, WELLCOME and CENTOCOR shall each appoint an authorized representative (a "Coordinator"). Each such party shall provide notice to the other as to the name of the individual so appointed. Each such party may replace its Coordinator at any time for any reason by providing written notice to the other party.

3.2. Each Coordinator shall be responsible for communications, other than legal notices, among the parties with respect to the subject matter of this Agreement.

4. ESTABLISHMENT OF PRODUCT COMMITTEE

4.1. The Coordinators shall establish the Product Committee consisting of representatives of WELLCOME and CENTOCOR.

4.2. The Product Committee will consist of at least three (3) persons from each of CENTOCOR and WELLCOME, such persons having significant responsibility for the development and marketing of the 17-1A Product. The Product Committee will meet from time to time at mutually agreeable times via teleconference or at mutually agreeable locations, but no less than once every two (2) months during the term hereof. The Coordinators shall set the agenda

for each meeting, and each Coordinator shall determine which regular members of the Product Committee and other representatives of the Coordinator's party shall attend in light of the agenda. The Product Committee shall act only upon the unanimous consent of both CENTOCOR and WELLCOME. Each party shall bear its own costs incurred in connection with participation in the Product Committee.

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4.3. The Product Committee will have jurisdiction over the clinical and regulatory development of the 17-1A Product in or with respect to the countries in the Territory and such matters as specified in this Agreement and the Supply Agreement, subject to the further terms of this Agreement and the Supply Agreement; provided, however, each party shall have responsibility (subject to

review by and coordination with the Product Committee) for such actions as are legally required of it by virtue of its ownership of a Permit with respect to the 17-1A Product; provided further, the cost of fulfilling such responsibility

shall be as further set forth in this Agreement and the Supply Agreement.

4.4. The Product Committee shall determine Clinical Trial program strategies and plans, milestones, and timetables, protocol design, selection of contract research organizations and investigators and in general shall supervise the Clinical Trials, the Target Program and, subject to Section 10.1 hereof, the

Post Target Program.

4.5. The Product Committee shall determine the priority among countries within the Territory with respect to the seeking of Regulatory Approval for Targeted Indications.

4.6. In setting the priority among countries in which Regulatory Approval for Targeted Indications will be sought, the Product Committee will include Germany as its highest priority and will also include the United States among the higher priority countries and will seek CPMP approval at the earliest possible time. The Product Committee will give the following countries priority with the goal that Regulatory Approval for Targeted Indications be obtained therein not later than two (2) years after the later of Regulatory Approval for Targeted Indications by the FDA or all approvals for commercial sale for Targeted Indications by the CPMP: France, Italy, Spain, the United Kingdom, Canada, Australia, South Africa, Austria, Belgium,

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Denmark, Finland, Greece, Ireland, Luxembourg, the Netherlands, Norway, Portugal, Sweden and Switzerland. The Product Committee will designate priorities, if any, for such other countries as it may determine from time to time.

4.7. If, pursuant to the Supply Agreement, WELLCOME receives and exercises the option to become the exclusive distributor of the 17-1A Product in

any of Japan, the Republic of Korea, Taiwan, the People's Republic of China, or a combination thereof, the Product Committee will also give such one (1) or more additional countries priorities with the goal that Regulatory Approval for the Targeted Indications be obtained at the earliest possible time.

4.8. If at any time following a good faith discussion of an issue, the Coordinator for either WELLCOME or CENTOCOR determines that the Product Committee is unable to resolve an issue on an expeditious basis, such issue shall immediately be referred to the Oversight Committee.

5. ESTABLISHMENT OF OVERSIGHT COMMITTEE

5.1. As soon as possible after the date hereof, WELLCOME and CENTOCOR shall establish an Oversight Committee consisting of two (2) senior executives of each of CENTOCOR and WELLCOME. If the Committee were formed on the date of the Alliance Agreement it would have consisted of Trevor M. Jones and David W. Barry for WELLCOME and Hubert J.P. Schoemaker and David P. Holveck for CENTOCOR. Each of CENTOCOR and WELLCOME shall name and may replace its representatives on the Oversight Committee, provided that the representatives of a party shall have statures within the applicable party comparable to the statures of the individuals named above.

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5.2. The Oversight Committee, at the request of the Coordinator for either WELLCOME or CENTOCOR, will meet at mutually agreeable times and locations. The Oversight Committee shall act only by unanimous consent of all its members. A member of the Oversight Committee may give a proxy to the other member of the Oversight Committee from the same party.

5.3. The Oversight Committee shall regularly review the status of the clinical and regulatory development and marketing of the 17-1A Product and resolve any questions referred to it by either Coordinator as provided in Section 4.8 hereof. Such resolution by the Oversight Committee shall be binding

on the parties and, where action of the Product Committee is contemplated hereunder, shall be deemed action of the Product Committee.

6. STANDARDS

Each party agrees to carry out as expeditiously as possible its duties and obligations with respect to the Target Program and the Post Target Program in accordance with good clinical research practices, WELLCOME'S and CENTOCOR'S internal standards and the requirements for Regulatory Approval in the Territory.

7. THE TARGET PROGRAM

7.1. With respect to each country in the Territory designated by the

Product Committee, CENTOCOR shall conduct the Target Program, at its sole expense, risk and responsibility (subject to the express indemnities provided by WELLCOME to CENTOCOR) in accordance with this Section 7.1 and subject to review

and supervision by the Product Committee. The Product Committee shall designate for the Target Program all of the countries identified in Section 4.6 hereof

and, if applicable,

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Section 4.7 hereof, and such other countries as the Product Committee from time

- -----

to time deems appropriate.

7.1.1. Prior to submitting portions of the Target Program to the Product Committee, CENTOCOR shall consult with WELLCOME in connection with the design of the Target Program, including, but not limited to, Clinical Trial program strategies and plans, milestones and timetables, protocol design and selecting and monitoring contract research organizations and investigators. Design of the Target Program, all Clinical Trials and the appointment of all contract research organizations and principal investigators for the Target Program and the Post Target Program shall be subject to the prior approval of the Product Committee. The Clinical Trials in the Target Program shall be designed with a goal of optimizing the commercial success and market potential of the 17-1A Product in addition to meeting minimum regulatory requirements. The parties currently anticipate that such Clinical Trials will involve over (**) patients in the United States and Europe, and have an aggregate cost of between

(**)

.

7.1.2. CENTOCOR shall provide all Clinical Trial Materials for the Target Program.

7.1.3. CENTOCOR shall conduct all Clinical Trials. All investigators shall enter into and comply with clinical trial agreements which are satisfactory both in form and substance to the Product Committee.

7.1.4. CENTOCOR shall take all necessary steps with all due speed and due diligence and in accordance with the timetables established by the Product Committee (a) toward obtaining Regulatory Approval for the Targeted Indications in each country in the Territory referred to in Section 4.6 hereof

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and, if applicable, Section 4.7 hereof, and such other countries as the Product

Committee shall designate from time to time and (b) thereafter to maintain such Regulatory Approvals.

7.1.5. With respect to the PLA Submission, CENTOCOR shall apply (a) with respect to 17-1A Product that is produced as Final 17-1A Product in the Leiden Facility and (b) with respect to 17-1A Product that is fully purified in the Leiden Facility, is transported as Pre Formulated Bulk Antibody to the Greenville Facility and is then prepared by WELLCOME as Final 17-1A Product.

7.1.6. CENTOCOR shall provide to WELLCOME regular progress reports on Clinical Trials of the 17-1A Product, at such reasonable intervals as WELLCOME shall request and shall promptly provide WELLCOME with copies of all correspondence to and from all Regulatory Authorities and Regulatory Adjuncts pertaining to the 17-1A Product and promptly report to WELLCOME all other discussions with Regulatory Authorities and Regulatory Adjuncts that may be material to the prospects, timing or scope of the approval, licensing, marketing or sale of the 17-1A Product. To the extent practicable, CENTOCOR shall provide WELLCOME with reasonable prior notice and an opportunity to attend all meetings with Regulatory Authorities with respect to the 17-1A Product.

7.1.7. CENTOCOR shall provide all necessary, relevant and appropriate preclinical and manufacturing data for regulatory submissions. CENTOCOR shall further take such actions as determined by the Product Committee and shall use best efforts to meet the timelines for issuance of Regulatory Approvals as established by the Product Committee. CENTOCOR makes no representation to WELLCOME that Regulatory Approvals will be obtained.

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7.1.8. WELLCOME shall have the right but not the obligation to observe and review the Clinical Trials and the Target Program as more fully set forth in Section 12 hereof.

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7.1.9. WELLCOME shall have the right but not the obligation, through the Product Committee, to review, comment upon and provide input with respect to the preparation of the annual reports, investigators' brochures, final medical reports, all documents forming a part of the PLA Submission, all applications to any Regulatory Authority or Regulatory Adjunct, protocols and safety reports.

7.1.10. WELLCOME shall be responsible for obtaining any necessary licenses, registrations, permits and approvals to act as a contract filler of the 17-1A Product at the Greenville Facility.

7.2. CENTOCOR shall have the right to redact materials provided to WELLCOME pursuant to Section 7.1 hereof and to exclude WELLCOME from meetings

with Regulatory Authorities or Regulatory Adjuncts contemplated by Section 7.1

hereof only to the extent necessary to protect CENTOCOR'S trade secrets to the extent WELLCOME has not obtained physical access to such trade secrets pursuant to other agreements.

7.3. If any Clinical Trials or other studies are required to maintain a

Regulatory Approval for a Targeted Indication or are a condition to a Regulatory Approval for a Targeted Indication, the satisfactory completion of such Clinical Trials or other studies shall be deemed a part of the Target Program.

7.4. If any Regulatory Approval for a Targeted Indication shall subsequently be rescinded, suspended or materially limited in any respect, the steps necessary to remove such rescission,

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suspension or limitation shall be deemed part of the Target Program.

7.5. Subject to the express indemnities provided to CENTOCOR by WELLCOME, CENTOCOR shall bear all costs and expenses of the Target Program. Subject to the express indemnities provided to WELLCOME by CENTOCOR, WELLCOME'S costs and expenses in connection with the Target Program shall not be paid by CENTOCOR, except to the extent CENTOCOR shall have requested that WELLCOME perform services other than in the ordinary course of participating on the Product Committee. If CENTOCOR shall request such services, CENTOCOR shall pay WELLCOME'S fees and expenses in connection therewith.

8. CONSIDERATION

8.1. In consideration for CENTOCOR'S collaboration in connection with the Target Program and the benefit thereof to WELLCOME, WELLCOME will make the following payments to CENTOCOR:

8.1.1. (**) upon receipt of Regulatory Approval of the 17-1A Product for the Targeted Indications in each of Germany, France, Italy, Spain and the United Kingdom, being an aggregate maximum under this Section 8.1.1 of (**) ;

8.1.2. (**) upon receipt of Regulatory Approval of the 17-1A Product for the Targeted Indications in each of the following countries: Austria, Belgium, Denmark, Finland, Greece, Ireland, Luxembourg, the Netherlands, Norway, Portugal, Sweden and Switzerland; provided,

however, the aggregate maximum of payments under this Section 8.1.2 shall not

exceed (**) ;

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8.1.3. (**) upon submission by CENTOCOR to the FDA of a PLA Submission for 17-1A Product for the Targeted Indications as contemplated by Section 7.1.5 hereof, which PLA Application is accepted for

review by the FDA; and

8.1.4. (**) upon Regulatory Approval for the United States of the 17-1A Product for the Targeted Indications.

8.2. It shall be a condition of each payment due hereunder that the Chief Financial Officer of CENTOCOR and of CBV or such other executive officer of CENTOCOR and CBV as is reasonably acceptable to WELLCOME deliver a certificate to WELLCOME certifying that (a) the Regulatory Approval for the Targeted Indications in the applicable country has been obtained and remains in full force and effect; (b) the Regulatory Approval for the Targeted Indications in each other country for which a payment under this Section 8 hereof has been

made has not been rescinded, suspended or materially limited, which rescission, suspension or limitation has not been terminated; and (c) CENTOCOR and CBV agree that they continue to be bound by the terms of and will fully perform this Agreement and the Supply Agreement and have no right to terminate this Agreement and the Supply Agreement or their performances thereunder except in accordance with the terms of this Agreement and the Supply Agreement, as applicable.

8.3. Each payment hereunder shall be made in immediately available United States funds wired to CENTOCOR at such location in the United States as CENTOCOR may designate in writing not later than three (3) Business Days prior to the time such payment is due.

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8.4. If any Regulatory Approval for a Targeted Indication for which a payment has been made under this Section 8 is rescinded by the applicable

Regulatory Authority within (**) years of the date such Regulatory Approval is issued, CENTOCOR shall promptly pay to WELLCOME an amount equal to (**) of the payment made by WELLCOME to CENTOCOR with respect to such Regulatory Approval. If subsequent to such rescission and during the term of this Agreement such Regulatory Approval is again issued, WELLCOME shall pay to CENTOCOR the amount so paid by CENTOCOR to WELLCOME.

8.5. Notwithstanding the foregoing, if a Termination Event as defined in Section 9 hereof shall have occurred and be continuing, the obligation of

WELLCOME to pay under this Section 8 shall be suspended and upon an exercise of

the right to terminate pursuant to Section 9.3 hereof, the obligation to make

any such suspended payment or any payment under this Section 8 subsequent to

such termination shall terminate.

9. TERMINATION

9.1. This Agreement shall terminate upon the termination of the Supply Agreement.

9.2. The following events or circumstances shall constitute "Termination Events":

9.2.1. An Event of Termination as defined in the Supply Agreement shall have occurred.

9.2.2. Any representation or warranty of CENTOCOR or CBV contained herein or given in connection with this Agreement shall be untrue or incorrect in any respect material to this Agreement as a whole.

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9.2.3. Clinical Trials shall have been terminated in any country referenced in Sections 4.6 or 4.7 hereof because of toxicity or lack of efficacy

for the Targeted Indications.

9.3. If a Termination Event shall have occurred and be continuing, WELLCOME shall have the option to terminate its and BW'S obligations under this Agreement with respect to suspended payments and any payments not yet due hereunder by giving written notice to CENTOCOR not later than the date ninety (90) days following the date on which CENTOCOR gives written notice to WELLCOME of the existence of the applicable Termination Event, such notice containing a statement of the facts giving rise to such Termination Event. WELLCOME'S remedies under this Agreement shall be cumulative. If CENTOCOR shall terminate its performance under this Agreement or the Supply Agreement other than by reason of a material default under, or voluntary termination of, this Agreement or the Supply Agreement by WELLCOME, WELLCOME shall continue to have exclusive rights to the Clinical Information and the rights hereunder of CENTOCOR to such Clinical Information shall terminate.

9.4. Except as otherwise provided in this Section 9, if there shall be

a material breach by a party hereto, the other party (CENTOCOR and CBV being deemed one party for purposes of this Section 9.4 and WELLCOME and BW being

deemed one party for purposes of this Section 9.4) shall give written notice to

the breaching party to cure. Upon receipt of such notice, such breaching party shall have ninety (90) days to respond by curing such default or by delivering to the other party a certificate that such breach is not capable of being cured within such ninety (90) days and that the breaching party is working diligently to cure such breach. If the breaching party does not so respond or fails so to work diligently, then the other party may terminate this Agreement.

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10. POST TARGET DEVELOPMENT

10.1. Upon completion of the Target Program with respect to a country in the Territory, WELLCOME at its sole option shall have the right but not the obligation to have conducted at its expense the Post Target Program with respect to such country.

10.2. The Post Target Program shall be conducted at the direction of the Product Committee and at WELLCOME'S sole expense, risk and responsibility, subject to the express indemnities provided by CENTOCOR to WELLCOME.

10.3. CENTOCOR shall provide, and WELLCOME shall pay for, Clinical Trial Materials for the Post Target Program. The price shall be at cost and shall be due sixty (60) days after invoice. CENTOCOR shall file in a timely, efficient and orderly manner all submissions to Regulatory Authorities and Regulatory Adjuncts in connection with the Post Target Program as WELLCOME shall reasonably request from time to time. WELLCOME shall reimburse CENTOCOR for any application fees paid by CENTOCOR in connection with any such submissions.

10.4. The Post Target Program shall include (subject to Section 10.1

hereof) Clinical Trials and other studies to expand the market for and remove restrictions on the use of the 17-1A Product, but shall not include Clinical Trials or other studies necessary to maintain Regulatory Approval for the Targeted Indications.

11. APPROVALS TO SELL 17-1A PRODUCT

WELLCOME shall be responsible, at its sole cost and expense, for obtaining and maintaining any licenses, registrations, permits and approvals necessary for WELLCOME as

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distributor to sell 17-1A Product in the Territory; provided, however, nothing

in this Section 11 shall limit the obligations of CENTOCOR under Section 7

hereof to obtain any and all necessary or appropriate licenses, registrations, permits and approvals for the manufacture, sale by manufacturer or use of the 17-1A Product, it being understood that the licenses, registrations, permits and approvals contemplated by this Section 11 are solely those required by local law

for the distributor of a finished product the use of which for the applicable indications is fully approved and licensed. WELLCOME shall use its commercially reasonable efforts to obtain and maintain all such licenses, registrations, permits and approvals contemplated by this Section 11 in those countries in

which Regulatory Approval is obtained and in which sale is contemplated by the Country Marketing Plans.

12. COOPERATION WITH RESPECT TO CLINICAL TRIALS

12.1. CENTOCOR shall make available to WELLCOME, to the extent permitted by applicable Law, all information received or held by CENTOCOR or any contract research organization or any investigator with respect to any Conducted Clinical Trial or any Clinical Trial contemplated by this Agreement, including, but not limited to, case report forms, data bases, analyses and reports, whether oral or written, from investigators or contract research organizations.

12.2. CENTOCOR shall cause any agreement or release entered into or obtained, on or after November 5, 1993, with or from any patient, investigator or contract research organization with respect to Clinical Trials to provide that any information released to CENTOCOR may also be released to WELLCOME.

12.3. With a view to enabling WELLCOME to support CENTOCOR'S conduct of the Target Program and the Post Target

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Program by providing WELLCOME with information with respect to the Clinical Trials and facilitating WELLCOME'S contribution of its expertise to the process, WELLCOME shall have the right but not the obligation to observe all aspects of the Clinical Trials, including, but not limited to, the activities of contract research organizations and investigators. Such observation shall be conducted on reasonable prior notice to CENTOCOR and shall be conducted in such a manner as not to disrupt or interfere with the work of the contract research organizations and investigators. Any communications between WELLCOME and investigators or the contract research organizations shall make clear that WELLCOME is an observer only and any and all instructions are to be made by CENTOCOR. If CENTOCOR so elects, its representatives may accompany WELLCOME'S representatives during such observations. The observations by WELLCOME may, but are not required to, include audits of the Clinical Trials with respect to good clinical research practices, CENTOCOR'S and WELLCOME'S internal standards and the requirements of applicable Regulatory Authorities. CENTOCOR shall authorize and direct all of its and CBV'S employees, contract research organizations and investigators to furnish to WELLCOME, to the extent permitted by applicable Law, all information with respect to Clinical Trials as WELLCOME may from time to time request.

12.4. CENTOCOR shall take such steps and provide such information as may be necessary or appropriate to permit WELLCOME to cross file an Investigational New Drug Application or similar submission with the FDA and other Regulatory Authorities; provided, however, subject to the other Alliance

Agreements, nothing in this Section 12.4 shall require CENTOCOR to divulge to

WELLCOME any of CENTOCOR'S trade secrets.

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13. PUBLIC STATEMENTS

13.1. No party hereto, nor its representatives or employees, shall make any disclosure, including any news release or other public statement, whether to the press, stockholders, or otherwise, disclosing the terms of this Agreement or of any amendment hereto, without the prior written approval of the other parties, which approval shall not be unreasonably withheld or delayed, providing that nothing in this Section 13 shall be deemed to prevent any party hereto from

making such disclosures or statements which, in the opinion of counsel, are legally required. In the event such disclosure or statement is required, the disclosing party shall give prior notice to the other party of the proposed disclosure or statement and the reason therefor. CENTOCOR acknowledges that it shall file a Current Report on Form 8-K under the Exchange Act reporting the transactions contemplated by the Alliance Agreement, including exhibits thereto, subject to appropriate requests for confidential treatment.

13.2. Notwithstanding Section 13.1 hereof, nothing herein shall

prohibit the publication by principal investigators of scientific papers with respect to their research to the extent permitted by their clinical trial agreements, provided that to the extent permitted by such agreements, each party hereto shall have the opportunity to review and comment upon such papers prior to publication and shall have reasonable advance notice of the time of such publication.

14. ADVERSE REACTIONS

During the term of this Agreement each party shall immediately report to the other parties any information coming into the first party's possession concerning Adverse Reactions

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arising out of any Clinical Trials and shall take all steps required by applicable Law with respect to such Adverse Reactions.

15. CONFIDENTIALITY

15.1. "Proprietary Information" for the purposes of this Section 15

means all inventions, discoveries, improvements and methods, business plans, marketing techniques and plans, manufacturing and other plant designs, locations of operations and any other information affecting the business operations of the Disclosing Party and which is identified by the Disclosing Party at the time of disclosure as being confidential or proprietary.

15.2. Except as expressly provided herein otherwise, each Receiving Party shall, during the term of this Agreement including any renewals hereof, and for a period of five (5) years following expiration or the termination

hereof, but in any event not for less than a period of ten (10) years from the date hereof, maintain the confidentiality of all Proprietary Information disclosed by the Disclosing Party hereunder and shall neither use the same except as expressly authorized by this Agreement or any other Alliance Document, nor disclose the same to any Third Party without the prior written consent of the Disclosing Party. Nothing in this Section 15, however, shall be construed

to require any party hereto to maintain the confidentiality and non-use of any information or material that (a) at the time of disclosure, is already in the public domain; (b) after disclosure, enters the public domain otherwise than by an act or omission of the Receiving Party in violation of the terms of this Agreement; (c) prior to disclosure under this Agreement was already in the possession of the Receiving Party or its Affiliates, provided that such information or material was not obtained, directly or indirectly, from the Disclosing Party

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under this Agreement or under any other obligation of confidentiality from the Receiving Party to the Disclosing Party; (d) becomes known to the Receiving Party from a Third Party, provided that such information or material was not obtained, directly or indirectly, from the other party on a confidential basis; (e) is required in the reasonable judgment of the Receiving Party to be disclosed to a Governmental Entity in furtherance of this Agreement or the Alliance Agreement or pursuant to any Law, Permit, or Court Order; or (f) results from research or development by the Receiving Party or its Affiliate independent of disclosures from the Disclosing Party. Disclosures made prior to the date of this Agreement pursuant to that certain Confidentiality Agreement between CENTOCOR and WELLCOME dated September 14, 1993 shall be governed by such Confidentiality Agreement and to the extent not inconsistent therewith this Section 15; other disclosures prior to the date of this Agreement of

Proprietary Information shall be governed by the terms of this Section 15.

15.3. Nothing in this Section 15 shall prevent any party hereto from

disclosing its own information relating to its business, financial affairs, products, research development, marketing and other commercial activities to any Affiliate or any Third Party. In addition, notwithstanding the restrictions in this Section 15 on confidentiality and use, any party hereto may disclose

Proprietary Information which is disclosed to it hereunder to any of its Affiliates which agrees to be bound by the terms of this Section 15.

15.4. Nothing in this Section 15 shall prevent or restrict WELLCOME and

its Affiliates from using and/or disclosing Proprietary Information received from CENTOCOR or CBV where such use and/or disclosure is reasonably regarded by WELLCOME or its Affiliates as necessary to enable WELLCOME to carry out its obligations under the Target Program or the Post Target Program,

provided that WELLCOME and its Affiliates shall take all reasonable steps to ensure that disclosure of any such Proprietary Information is as limited as possible and disclosed on a confidential basis.

16. OTHER ANTIBODIES

16.1. During the term of this Agreement and the Supply Agreement, CENTOCOR shall not develop, conduct clinical trials or seek regulatory approval or license out rights to any Third Party with respect to, marketing, selling or distributing any Derivative 17-1A Antibody or any product derived therefrom or from the 17-1A Antibody except with, and pursuant to an agreement with, WELLCOME.

16.2. If the Product Committee determines that it is not scientifically or commercially feasible to continue the Target Program with the 17-1A Product, or a Termination Event occurs, WELLCOME may, but is under no obligation to, substitute under this Agreement for the 17-1A Product another product that is or contains a Derivative 17-1A Antibody.

17. JOINT AND SEVERAL LIABILITY

17.1. Each obligation and liability of CENTOCOR under this Agreement shall be an independent, joint and several obligation of CENTOCOR and CBV. Each of CENTOCOR and CBV shall be fully liable for performance under this Agreement notwithstanding (a) the voluntary or involuntary liquidation, dissolution, sale or other disposition of all, or substantially all of the assets, marshalling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition with creditors or readjustment of, or other similar proceedings affecting CBV or CENTOCOR or any contest of the validity of this Agreement in any

such proceeding; or (b) any Law or Court Order now or hereafter in effect in any jurisdiction which might in any manner affect any of such terms or provisions or any of the rights of WELLCOME or BW with respect thereto or which might cause or permit CBV or CENTOCOR to invoke any defense to, or any alteration in the time, amount or manner of performance of any or all of their respective obligations under this Agreement except to the extent such Law or Court Order renders such obligations unlawful or to the extent such Court Order constitutes a remedy for a breach by WELLCOME or BW. The invalidity or unenforceability of this Agreement as to either of CENTOCOR or CBV shall not render this Agreement invalid or unenforceable as to the other. The invalidity or unenforceability of this Agreement in any jurisdiction shall not in itself render this Agreement unenforceable in another jurisdiction. If any obligation hereunder of either CBV or CENTOCOR is not performed by such party punctually, the other of CBV or

CENTOCOR, as applicable, will, without demand being made by WELLCOME, immediately perform such obligation.

17.2. To the extent that BW has an obligation hereunder, either expressly or by assignment by WELLCOME, WELLCOME hereby guarantees the full payment and performance of such obligation. Each of WELLCOME and BW shall be fully liable for performance of their obligations under this Agreement notwithstanding (a) the voluntary or involuntary liquidation, dissolution, sale or other disposition of all, or substantially all of the assets, marshalling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition with creditors or readjustment of, or other similar proceedings affecting BW or WELLCOME or any contest of the validity of this Agreement in any such proceeding; or (b) any Law or Court Order now or hereafter in effect in any jurisdiction which might in any manner affect any of such terms or provisions or any of the rights of CENTOCOR with respect thereto or which might cause or permit BW or

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WELLCOME to invoke any defense to, or any alteration in the time, amount or manner of performance of any or except to the extent such Law or Court Order renders such obligations unlawful or to the extent such Court Order constitutes a remedy for a breach by CENTOCOR or CBV. The invalidity or unenforceability of this Agreement as to either of WELLCOME or BW shall not render the respective obligations of the other under this Agreement invalid or unenforceable. The invalidity or unenforceability of this Agreement in any jurisdiction shall not in itself render this Agreement unenforceable in another jurisdiction. If any obligation hereunder of BW is not performed by it punctually, WELLCOME will, without demand being made by CENTOCOR, immediately perform such obligation.

18. REPRESENTATIONS AND WARRANTIES

18.1. All Parties. WELLCOME and BW hereby represent and warrant

jointly and severally as to each of WELLCOME and BW; and CENTOCOR and CBV hereby jointly and severally represent and warrant as to each of CENTOCOR and CBV:

18.1.1. Organization, Standing and Qualification. It is a

corporation duly organized, validly existing, and in good standing under the laws of its jurisdiction of incorporation.

18.1.2. Power and Authority; Enforceability. It has the

requisite power and authority (corporate and otherwise) to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby. The execution, delivery and performance by it of this Agreement and the consummation by it of the transactions contemplated hereby have been duly authorized by all necessary action (corporate and otherwise) on its part. This Agreement constitutes its legal, valid and binding obligation enforceable in accordance with its terms, except as such enforcement may be limited by

bankruptcy, insolvency, moratorium or similar laws affecting the enforcement of creditors' rights generally.

18.1.3. Validity of Contemplated Transactions. The execution,

delivery and performance by it of this Agreement and the consummation by it of the transactions contemplated hereby do not (a) violate or contravene any provision of its charter or bylaws; (b) violate, breach, conflict with, constitute a Default under, cause the acceleration of any payments pursuant to, or otherwise impair the good standing, validity, or effectiveness of any agreement, contract, indenture, lease, license, or mortgage to which it is a party or by which it or any of its properties or assets are bound; (c) subject any of its properties or assets to any Lien or to any indenture, mortgage, contract, commitment, or agreement (other than this Agreement) to which it is a party or by which it or any of its properties or assets are bound; (d) violate any provision of any Law, Permit or Court Order applicable to it or any of its properties or assets; or (e) other than filings which have already been made, require any Permit or Required Consent of any Governmental Entity to be obtained by it.

18.1.4. Litigation; Compliance with Laws. There is no

Litigation pending or, to its knowledge, threatened against or related to it, nor any failure to comply with, violation of or any Default under, any Law, Permit or Court Order applicable to it, in each case which might have a material adverse effect on the ability of it to execute, deliver and perform this Agreement or on the ability of it to consummate the transactions contemplated hereby.

18.2. By CENTOCOR and CBV. CENTOCOR and CBV represent and warrant that

with respect to each of them:

18.2.1. Intellectual Property. To the best of CENTOCOR'S

knowledge, CENTOCOR and CBV own, possess or lawfully

use pursuant to legal, valid, binding and enforceable agreements all Intellectual Property necessary or appropriate in connection with the development, production, testing and sale by them of the 17-1A Product. The inception, development and reduction to practice of any of the Intellectual Property in connection with the development, production, testing and sale by them of the 17-1A Product has not constituted or involved the misappropriation by CENTOCOR or its Affiliates or, to the best of its knowledge, by Third Parties, of trade secrets or other rights of any other Person (including,

without limitation, any Governmental Entity). In connection with the development, production, testing and sale (including sale for resale) by them of the 17-1A Product, neither CENTOCOR nor any of its Affiliates (and in connection with their resale of the 17-1A Product, neither WELLCOME nor any of its Affiliates), to the best of CENTOCOR'S knowledge, is or may be infringing on or otherwise acting adversely to the rights of any Person under or in respect of any of the Intellectual Property of such Person. To the best of CENTOCOR'S and CBV'S knowledge, no Person is or may be infringing on or otherwise acting adversely to the rights of CENTOCOR or any of its Affiliates under or in respect of any of the Intellectual Property which is used in connection with the development, production, testing and sale by them of the 17-1A Product.

18.2.2. Wistar License. CENTOCOR is party to the Wistar

License, which is valid, binding and enforceable, and, pursuant to such license, is the exclusive licensee of the Wistar Rights, has not sublicensed the Wistar Rights to any Person excluding Ajinomoto pursuant to the Ajinomoto Agreement, and no Person other than CENTOCOR is entitled, either currently or during the term of the Supply Agreement, to license the Wistar Rights. CENTOCOR holds such Wistar Rights free and clear of all Liens, claims and other encumbrances, covenants, conditions, or restrictions. There are no licenses, options, rights of first refusal, conditional sales agreements or other arrangements,

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whether oral or written, which affect any portion of or all such Wistar Rights other than the rights granted to Ajinomoto pursuant to the Ajinomoto Agreement.

18.2.3. Cell Line. The cell line from which CENTOCOR and CBV

obtain the 17-1A Antibody is the Centocor Hybridoma. To the extent that such cell line differs from the Wistar Hybridoma, CENTOCOR and CBV own all right, title and interest in such cell line, free and clear of all Liens, claims and other encumbrances, conditions, covenants or restrictions.

18.2.4. Conducted Clinical Trials. The Conducted Clinical

Trials were conducted solely and exclusively by the Persons identified on Schedule 12.1 hereto, and CENTOCOR owns all data, information, and results of

the Conducted Clinical Trials free and clear of all Liens, claims and other encumbrances, conditions, covenants or restrictions except applicable patient confidentiality rights. There are no licenses, options, rights of first refusal, conditional sales agreements or other arrangements, whether oral or written, which affect any portion of or all the data, information, and results of the Conducted Clinical Trials.

18.2.5. Capacity. CENTOCOR and CBV own or lawfully control

facilities and Intellectual Property, and have employees with expertise, necessary or appropriate to produce the 17-1A Product pursuant to Regulatory Approvals in quantities sufficient to fulfill their obligations under this

Agreement and the Supply Agreement without, to the best of CENTOCOR'S and CBV'S knowledge, infringing the rights of any Third Party.

18.2.6. Veracity of Statements. No representation or warranty

by it contained in this Agreement or in any certificate, schedule or other document or instrument furnished to it pursuant hereto, contains or will contain any untrue

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statement of a material fact or omits or will omit to state a material fact necessary to make it not misleading.

18.3. The representations and warranties contained herein shall survive execution and delivery of this Agreement.

19. INDEMNIFICATION WITH RESPECT TO TARGET PROGRAM AND POST TARGET PROGRAM.

19.1. By CENTOCOR and CBV. Subject to compliance by the applicable

Indemnatee as defined below with its obligations set forth in Sections 19.4 and

19.5 hereof, CENTOCOR and CBV shall defend, indemnify and hold WELLCOME, BW and

their respective Affiliates and the respective directors, officers, employees and agents of WELLCOME, BW and their respective Affiliates, harmless from and against any and all Losses arising out of, relating to or resulting from:

19.1.1. the Target Program, including, but not limited to, patient claims in connection with the Target Program; except to the extent such Losses arise out of the negligence or willful misconduct of WELLCOME or any of its Affiliates in connection with the Target Program; and

19.1.2. the Post Target Program to the extent such Losses arise out of the negligence or willful misconduct of CENTOCOR or any of its Affiliates in connection with the Post Target Program.

19.2. By WELLCOME and BW. Subject to compliance by the applicable

Indemnatee as defined below with its obligations set forth in Sections 19.4 and

19.5 hereof, WELLCOME and BW shall defend, indemnify and hold CENTOCOR, CBV and

CENTOCOR'S Affiliates and the respective directors, officers, employees and agents of CENTOCOR, CBV and the CENTOCOR'S Affiliates, harmless

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from and against any and all Losses arising out of, relating to or resulting

from the Post Target Program to the extent such Losses arise out of the negligence or willful misconduct of WELLCOME, BW or any of their respective Affiliates in connection with the Post Target Program.

19.3. "Indemnitor" means CENTOCOR and CBV with respect to Section 19.1

hereof and WELLCOME and BW with respect to Section 19.2 hereof. "Indemnitee"

means any of WELLCOME, BW and their respective Affiliates and the respective directors, officers, employees and agents of WELLCOME, BW and their respective Affiliates with respect to Section 19.1 hereof and any of CENTOCOR, CBV and

CENTOCOR'S Affiliates and the respective directors, officers, employees and agents of CENTOCOR, CBV and CENTOCOR'S Affiliates with respect to Section 19.2

hereof.

19.4. Notice. Promptly after receipt by an Indemnitee of written

notice of the commencement of any suit, audit, demand, judgment, action, investigation or proceeding relating to a Loss (a "Third Party Action") or

promptly after an Indemnitee incurs a Loss or has knowledge of the existence of a Loss, such Indemnitee will, if a claim with respect thereto is to be made against Indemnitor due to Indemnitor's obligation to provide indemnification hereunder, give Indemnitor written notice of such Loss or the commencement of such Third Party Action; provided, however, the failure to provide such notice

within a reasonable period of time shall not relieve Indemnitor of any of its obligations hereunder except to the extent it is prejudiced by such failure.

19.5. Defense. The Indemnitor shall control the defense and settlement

of a Third Party Action, except that (a) the applicable Indemnitee may assume such defense provided that the obligation of the Indemnitor to pay the attorneys' fees of such Indemnitee shall cease upon such election and (b) upon the

applicable Indemnitee determining that its interests are divergent from those of the Indemnitor, the Indemnitee may assume such defense and the Indemnitor shall remain liable for the attorneys' fees of such Indemnitee. If the Indemnitor defends such action, it shall not enter into any resolution or other compromise of such action unless it (x) pays in cash or posts an adequate bond for the payment of the amount of such resolution or other compromise and obtains a complete release of the Indemnitee or (y) obtains the prior written consent of the Indemnitee, which shall not be unreasonably withheld or delayed. If the Indemnitee defends such action, such Indemnitee shall not enter into any resolution or other compromise of such action unless such Indemnitee obtains the consent of the Indemnitor, which shall not be unreasonably withheld or delayed. The party defending the action shall keep the other parties informed on an

ongoing basis of the status of such Third Party Action and shall deliver to such other parties copies of all documents relating to the Third Party Action as the other party may reasonably request. The party assuming such defense shall receive from the others all necessary and reasonable cooperation in the defense of a Third Party Action including, but not limited to, the services of employees of such other parties who are familiar with the events or circumstances out of which any such Third Party Action may have arisen.

19.6. The indemnifications contained in this Section 19 shall survive

termination of this Agreement.

20. MISCELLANEOUS

20.1. Entire Agreement. This Agreement and the other Alliance

Agreements constitute the entire understanding of the parties with respect to the subject matter contained herein and supersede any prior understandings and agreements among them respecting such subject matter including, without limitation, the

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Letter of Intent between CENTOCOR and WELLCOME dated September 16, 1993;
provided, however, the confidentiality agreement between WELLCOME and CENTOCOR

dated September 14, 1993 shall in all cases remain in full force and effect in accordance with its terms.

20.2. Amendments. This Agreement may be amended and supplemented

only by a written instrument duly executed by each of the parties.

20.3. Headings. The headings in this Agreement are for convenience of

reference only and shall not affect its interpretation.

20.4. Gender; Number. Words of gender may be read as masculine,

feminine, or neuter, as required by context. Words of number may be read as singular or plural, as required by context.

20.5. Appendices; Exhibits; and Schedules. All appendices, exhibits

and schedules referred to herein form an integral part of this Agreement and are incorporated into this Agreement by such reference.

20.6. Severability. If any provision of this Agreement or the

application thereof to any Person or circumstance is held illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall not affect

any other provision hereof. This Agreement shall, in such circumstances, be deemed modified to the extent necessary to render enforceable the provisions hereof to the fullest extent permitted by Law.

20.7. Remedies. Each of CENTOCOR and CBV on the one hand, and WELLCOME

and BW on the other, stipulates that the remedies at Law of the other in the event of any default or threatened default in the performance of or compliance with any of the terms

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of this Agreement are not and will not be adequate and that, to the fullest extent permitted by Law, such terms may be specifically enforced by a decree for specific performance of any agreement contained herein or by an injunction against any violation of any terms hereof or otherwise.

20.8. Notices. All notices and other communications hereunder shall be

in writing and shall be given to the Person either personally or by sending a copy thereof by first class United States express mail, postage prepaid and return-receipt requested, or by a nationally-recognized courier service guaranteeing next-day delivery, charges prepaid, or by telecopier (with the original sent by either of the foregoing manners), to such Person's address (or to such Person's telecopier number). All notices shall be deemed to have been given to the person entitled thereto when received.

If to WELLCOME or BW, to:

THE WELLCOME FOUNDATION LIMITED
Unicorn House, P.O. Box 129
129 Euston Road
London NW1 2BP
Attention: Company Secretary
Telecopy No.: 011-44-71-388-5462

and

BURROUGHS WELLCOME CO.
3030 Cornwallis Road
Research Triangle Park, NC 27709
Attention: Secretary
Telecopy No.: (919) 315-0478

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If to CENTOCOR or CBV, to:

CENTOCOR, INC.
200 Great Valley Parkway

Malvern, Pennsylvania 19355-1307
Attention: Corporate Secretary
Telecopy No.: (215) 651-6100

with a copy to:

Duane, Morris & Heckscher
One Liberty Place
Philadelphia, PA 19103
Attention: David C. Toner, Esquire
Telecopy No.: (215) 979-1020

Notice of any change in any such address shall also be given in the manner set forth above. Whenever the giving of notice is required, the giving of such notice may be waived by the Person entitled to receive such notice.

20.9. Waiver. No provision of this Agreement may be waived except by a

written instrument signed by the party hereto sought to be bound. No failure or delay by any party hereto in exercising any right or remedy hereunder or under applicable Law will operate as a waiver thereof, and a waiver of a particular right or remedy on one (1) occasion will not be deemed a waiver of any other right or remedy, or a waiver on any subsequent occasion (it being understood that specific time frames for notice or actions to be taken shall be binding on the parties).

20.10. Assignment. No party hereto may assign its rights or delegate

any of its obligations hereunder without the prior written consent of the other parties, except that, without such consent, (a) WELLCOME may assign all or any part of its rights

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and obligations hereunder to an Affiliate of WELLCOME, including but not limited to BW, so long as WELLCOME unconditionally guarantees the obligations of such Affiliate; (b) WELLCOME and BW may assign all of their rights and delegate all of their duties under this Agreement to the transferee of all or substantially all of the line of business of which this Agreement forms a part or by way of merger or consolidation with another company; and (c) CENTOCOR and CBV may assign all of their rights and delegate all of their duties to a transferee of all or substantially all their assets or by way of merger or consolidation with another company. Without limiting the foregoing, all rights and obligations with respect to the subject matter of this Agreement as to the United States (including the payment of the amounts contemplated by Sections 8.1.3 and 8.1.4

hereof) shall inure to the benefit of and be performed by BW, subject to such further assignments as may be permitted by this Section 20.10. If any party

shall assign its rights and delegate its duties pursuant to clauses (b) or (c)

of this Section 20.10, the Person to whom such rights are assigned and duties

are delegated shall assume all of the obligations of the applicable party under this Agreement. The guarantee by WELLCOME referenced in clause (a) of this

Section 20.10 is a guaranty of payment and performance, and not of collection;

and in case of a default by an Affiliate of WELLCOME to which rights have been assigned or obligations delegated pursuant to such clause (a), CENTOCOR and CBV

shall have the right to proceed first against WELLCOME without the necessity to proceed against or join such Affiliate.

20.11. Successors and Assigns. This Agreement shall bind, inure to the

benefit of, and be enforceable by the successors and permitted assigns of the parties hereto.

20.12. Governing Law. This Agreement shall be construed and enforced in

accordance with the Laws of the Commonwealth of

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Pennsylvania without regard to principles of conflicts of law applicable in such jurisdiction.

20.13. No Benefit to Others. The representations, warranties, covenants

and agreements contained in this Agreement are for the sole benefit of the parties hereto and their successors and permitted assigns, and they shall not be construed as conferring, and are not intended to confer, any rights on any other Person.

20.14. Independent Contractors. It is expressly understood and agreed

that the Centocor Group and the Wellcome Group are independent contractors; neither the Centocor Group or any of its members, nor the Wellcome Group or any of its members, shall be deemed the agent of the other group or of any of such group's members for any purpose whatsoever, and neither the Centocor Group or any of its members, nor the Wellcome Group or any of its members, shall have authority to enter into any contract or agreement, assume any obligation or make any warranty or representation for or on behalf of the other group or any of its members. Nothing in this Agreement shall be deemed to create or constitute a partnership or the relationship of employer and employee between the Wellcome Group or any of its members on the one hand and the Centocor Group or any of its members on the other.

20.15. Further Assurances. At the request of any party hereto, the

other parties hereto shall execute and deliver from time to time such further instruments and shall provide reasonable cooperation in such proceedings or actions as shall be necessary or reasonably appropriate to effectuate the

purposes of this Agreement including, without limitation, registering or recording the rights granted hereunder in appropriate offices of particular Governmental Entities; provided, however, that if any party hereto desires to

notify this Agreement under Article 85(3)

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of the Treaty of Rome establishing the European Economic Community, such party shall give the other parties ninety (90) days prior written notice of such notification and if during such period a party shall reasonably object to such notification, the objecting party need not cooperate in such notification and such notification shall not be implemented. Except as otherwise provided in the Alliance Documents, the executions, deliveries and cooperation of each party under this Section 20.15 shall be without further consideration and at such

party's expense.

20.16. Counterparts. This Agreement and any amendment or supplement

hereto may be executed in any number of counterparts and any party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. The execution of this Agreement and any such amendment or supplement by any party hereto will not become effective until counterparts hereof have been executed by all the parties hereto.

20.17. Savings Clause. Any restriction or information provision (as

each of these terms or expressions are defined in the RTPA) contained in this Agreement or in any arrangement of which this Agreement forms part by virtue of which this Agreement or any such arrangement is registrable under the RTPA shall not take effect in the United Kingdom until the day after the day on

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which full particulars of this Agreement (and of any such arrangement) shall have been duly furnished to the Office of Fair Trading under Section 24 of the

RTPA.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written by their duly authorized representatives.

FOR AND ON BEHALF OF
THE WELLCOME FOUNDATION LIMITED

Signed: /s/ Trevor M. Jones

Name: Trevor M. Jones

Title: Director/Research, Development
& Medical

BURROUGHS WELLCOME CO.

Signed: /s/ David W. Barry

Name: David W. Barry

Title: Vice President of Research
Development and Medical

CENTOCOR, INC.

Signed: /s/ Bobba Venkatadri

Name: Bobba Venkatadri

Title: Executive Vice President

[EXECUTIONS CONTINUED]

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CENTOCOR B.V.

Signed: /s/ David P. Holveck

Name: David P. Holveck

Title: Managing Director

APPENDIX A

GLOSSARY OF TERMS

[See Appendix A to Alliance Agreement]

SCHEDULE 12.1

CONDUCTED CLINICAL TRIALS

(**)

THE REGISTRANT HAS REQUESTED CONFIDENTIAL TREATMENT FOR CERTAIN PORTIONS OF THIS AGREEMENT. THOSE PORTIONS HAVE BEEN OMITTED FROM THIS COPY OF THE AGREEMENT AT THE PLACES INDICATED BY DOUBLE ASTERISKS (**); AND HAVE BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

THE WELLCOME FOUNDATION LIMITED

AND

BURROUGHS WELLCOME CO.

AND

CENTOCOR, INC.

AND

CENTOCOR B.V.

MANUFACTURING TECHNOLOGY OPTION AGREEMENT

The Wellcome Foundation Ltd
Legal Department
Unicorn House
P O Box 129
160 Euston Road
London NW1 2BP
England

Dated: As of December 16, 1993

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MANUFACTURING TECHNOLOGY OPTION AGREEMENT

THIS MANUFACTURING TECHNOLOGY OPTION AGREEMENT (the "Agreement") is dated

as of the 16th day of December, 1993 by and among CENTOCOR, INC., a Pennsylvania corporation of 200 Great Valley Parkway, Malvern, Pennsylvania 19355-1307, USA ("CENTOCOR"), CENTOCOR B.V., a Netherlands corporation headquartered at

Einsteinweg 101, PO Box 251, 2300 AG Leiden, the Netherlands ("CBV"), THE

WELLCOME FOUNDATION LIMITED, a United Kingdom corporation of Unicorn House, PO Box 129, 160 Euston Road, London NW1 2BP, England ("WFL"), and BURROUGHS

WELLCOME CO., a North Carolina corporation of 3030 Cornwallis Road, Research Triangle Park, NC 27709-4498, USA (individually, "BW," and collectively with

--

WFL, "WELLCOME").

W I T N E S S E T H :

WHEREAS, WELLCOME, CENTOCOR and CBV have entered into an Anti-Cancer Alliance Agreement dated as of November 5, 1993 (the "Alliance Agreement") which

governs the parties' collaboration in the development, manufacture, marketing, sale and distribution of products for the treatment of cancers;

WHEREAS, among other things, the Alliance Agreement contemplates that WFL, CENTOCOR and CBV will enter into a Cancer Products Option Agreement of even date herewith granting WFL the option to obtain from CENTOCOR and CBV a sublicense or an assignment of the right to manufacture one (1) or more Cancer Products (as defined in Appendix A hereto, each such license or assignment to be referred to

herein as a "Cancer Product License");

WHEREAS, CENTOCOR and CBV own and continue to develop certain Manufacturing Technology (as defined in Appendix A hereto and more specifically described in

Schedule 1 hereto) relating to

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the fermentation, downstream processing and formulation of Biological Products (as defined in Appendix A hereto); and

WHEREAS, the parties contemplate that WELLCOME and/or its Affiliates may desire to use the Manufacturing Technology in the production of Cancer Products in accordance with one (1) or more Cancer Product Licenses, and/or the manufacture of other Biological Products;

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, do hereby agree as follows:

1. DEFINITIONS

Capitalized terms not otherwise defined herein shall have the meanings set forth in Appendix A hereto.

2. OPTION AND RELATED TERMS

2.1. CENTOCOR and CBV hereby grant to WELLCOME an irrevocable option to obtain from them a nonexclusive, worldwide license, in and under the Manufacturing IP, to use the Manufacturing Technology to produce Biological Products in accordance with the terms set forth herein. WELLCOME may exercise the option granted herein by written notice provided to CENTOCOR at any time on or before May 31, 1994. Except as the parties may mutually agree, failure by WELLCOME to exercise such option within the period specified by this Section 2.1

shall render this Agreement of no further force or effect.

2.2. For so long as the option provided for in this Section 2 shall be exercisable and, thereafter if the option

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provided for in this Section 2 shall have been exercised, CENTOCOR or CBV shall

take all such steps as may be necessary or proper, including the payment of any minimum royalties, research payments or other moneys that may come due under any agreements granting CENTOCOR or CBV rights to the Manufacturing Technology, to preserve, renew or revalidate such agreements, or the rights thereunder, to prevent their becoming void, expired, terminated, cancelled, or withdrawn.

3. SCOPE OF LICENSE

Effective on the date on which CENTOCOR timely receives WELLCOME'S notice exercising the option granted by Section 2 hereof (the "License Date"), CENTOCOR

and CBV shall be deemed, subject to the terms set forth in this Agreement, to have granted WELLCOME a nonexclusive, worldwide right and license under the Manufacturing IP, including the technology described in Schedule 1 hereto but

excluding the technology rights granted to CENTOCOR or CBV under the agreements listed in Schedule 3 hereto, to use the Manufacturing Technology to develop,

make, have made, market, use and sell (a) Cancer Products to the extent each such Cancer Product is the subject of a valid Cancer Product License; and/or (b) other Biological Products. Such right and license shall not include a right to sublicense to any party other than a WELLCOME Affiliate without CENTOCOR'S prior written consent.

4. TRANSFER OF MANUFACTURING TECHNOLOGY

4.1. Within one (1) month after the License Date (or such other period as the parties mutually agree), CENTOCOR and CBV shall begin transferring to WELLCOME the Manufacturing Technology requested in writing by WELLCOME in

accordance with the transfer program outlined in Schedule 4.1 hereto (the

"Transfer Program"), as modified from time to time by mutual agreement of the

parties. In addition, CENTOCOR and CBV from time to time will provide such

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additional technical assistance and Know-how as is reasonably requested by
WELLCOME to permit WELLCOME to use the Manufacturing Technology to manufacture
Biological Products in accordance with the license granted by Section 3 hereof.

Such technical assistance shall include, without limitation, appropriately
qualified CENTOCOR and CBV personnel being present at WELLCOME'S facilities upon
WELLCOME'S request to assist in the installation, qualification and validation
of the Manufacturing Technology and the availability of technical support
following such installation, qualification and validation until the date on
which WELLCOME'S payment is due under Section 5.1.2 hereof.

4.2. Without limiting the obligations imposed by Section 4.1 hereof, the

parties agree that CENTOCOR and CBV shall, as soon as practicable after the
License Date or, to the extent the Manufacturing Technology includes information
coming into existence after the License Date, promptly after such information
comes into existence:

4.2.1. Deliver to WELLCOME copies of such Manufacturing Technology
as may be in written or other tangible form;

4.2.2. Reduce to written or other tangible form such
additional Manufacturing Technology that can be reduced to written or other
tangible form, and transfer the same to WELLCOME; and

4.2.3. Provide personal demonstrations of any remaining
Manufacturing Technology.

4.3. As soon as practicable after the License Date, WELLCOME
and CENTOCOR shall each appoint an authorized representative (a "Coordinator").

Each such party shall provide notice to the other as to the name of the
individual appointed by

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it as a Coordinator. Each such party may replace its Coordinator at any time
for any reason by providing written notice to the other party. Each Coordinator
shall be responsible for communications, other than legal notices, among the
parties with respect to the subject matter of this Agreement.

4.4. The Coordinators shall establish a committee (the "Technology

Transfer Committee") consisting of representatives of WELLCOME and CENTOCOR.

The Technology Transfer Committee will meet from time to time, at mutually agreeable times and locations, to review the progress of, and proposed changes to, the Transfer Program and such additional matters as either party may consider appropriate or necessary concerning the subject matter of this Agreement.

5. PAYMENTS

5.1. License Fees: In exchange for the license granted pursuant to

Section 3 hereof, WELLCOME agrees to make the following payments to CENTOCOR:

5.1.1. A one-time payment of (**) within ten (10) days of the License Date;

5.1.2. A one-time payment of (**) on September 30, 1994 if, prior to that date, CENTOCOR and CBV (a) have provided to WELLCOME all of the deliverables listed in Schedule 4.1

hereto and requested in writing by WELLCOME, and (b) have granted WELLCOME reasonable access to the Leiden Facility and the personnel working at the Leiden Facility, in each case in furtherance of the Transfer Program;

5.1.3. A one-time payment of (**) for the first time WELLCOME, or a WELLCOME

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Affiliate, makes use of the process described in Part II of Schedule 1 hereto

(such process being referred to herein as a "Key Manufacturing Stage") to

produce Clinical Trial Material, which Clinical Trial Material meets applicable industry standards and the requirements imposed by Law, for a Biological Product; and

5.1.4. A one-time payment of (**) upon the First Commercial Sale in any country of the first Biological Product produced by WELLCOME or a WELLCOME Affiliate using a Key Manufacturing Stage.

Nothing in this Agreement shall be construed to require WELLCOME to utilize the Manufacturing Technology in any manner except as it shall so determine in its sole and absolute discretion, subject, however, to the limitations imposed upon

that use by this Agreement.

5.2. Royalties. In addition to the license fees specified in Section 5.1

hereof, WELLCOME shall make the following royalty payments as applicable:

5.2.1. If and to the extent WELLCOME employs a Key Manufacturing Stage in the manufacture of any Cancer Product, WELLCOME shall pay CENTOCOR a royalty equal to (**) of Net Sales of such Cancer Product to Third Parties during the period of time equal to fifteen (15) years from and after the First Commercial Sale of such Cancer Product in any country, or for such shorter period of time as may be prescribed by applicable Law (the "Payment Period").

Such royalty shall be in addition to, and not subject to set off against, any royalty payable to CENTOCOR under any Cancer Product License. At the end of the Payment Period, WELLCOME and its Affiliates shall have a fully paid-up, royalty free licence to use the Manufacturing Technology with respect to such Cancer Product.

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5.2.2. Subject to the provisions of Section 5.2.3 hereof, if and

to the extent WELLCOME employs a Key Manufacturing Stage in the manufacture of any Biological Product other than a Cancer Product, the 17-1A Product or a Derivative 17-1A Product, WELLCOME, until December 31, 2011 or for such shorter period of time as may be prescribed by applicable Law, shall pay to CENTOCOR a royalty of (**) on the Net Sales of such Biological Product to Third Parties.

5.2.3. If and to the extent WFL or BW, by mutual agreement of the parties hereto, employs a Key Manufacturing Stage in the manufacture of the 17-1A Product, WFL or BW, as applicable, shall pay such royalties as the parties may establish.

5.3. Limitation on Royalties.

5.3.1. Notwithstanding any of the requirements of Section 5.2

hereof, WELLCOME shall not be required to pay any royalty (a) for the use of a Key Manufacturing Stage if WELLCOME, in accordance with the terms of Section

11.16 hereof, does not owe a duty of confidentiality with respect to such Key

Manufacturing Stage taken as a whole; (b) for use of a Key Manufacturing Stage pursuant to any other Alliance Document or any rights granted therein to WELLCOME; (c) on any Biological Product (i) made or used for Clinical Trials, tests or development purposes or distributed as samples, or (ii) sold among WELLCOME and its Affiliates. In addition, WELLCOME shall be required to pay no more than one (1) royalty to CENTOCOR and CBV collectively on any sale of a

Biological Product irrespective of the extent to which a Key Manufacturing Stage is employed by WELLCOME.

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5.3.2. In addition, notwithstanding the requirements of Section -----
5.2 hereof, WELLCOME'S obligation to pay royalties under this Agreement shall
- ---
expire not later than the twentieth (20th) anniversary of the date hereof, at
the end of which period, WELLCOME and its Affiliates shall have a fully paid-up,
royalty free licence to use the Manufacturing Technology.

5.4. Manner of Payment

5.4.1. Within sixty (60) days of the end of each Quarter, WELLCOME
shall pay to CENTOCOR the royalties accruing in respect of such Quarter pursuant
to this Section 5. Payment of royalties shall be made by check drawn (or by

such other payment method as the parties may from time to time agree) in
Dollars, Pounds Sterling, Deutschmarks or such other currency as the parties may
mutually agree. Checks (or such other payment) will be delivered to the address
designated by CENTOCOR.

5.4.2. For purposes of calculating amounts due hereunder,
currencies shall be converted on the basis of exchange rates calculated on
WELLCOME'S normal basis taking exchange rates published in the London Financial
Times on the last Business Day of the Quarter in respect of which the royalty
payment is made.

5.4.3. In the event any tax or withholding is levied by any
foreign taxing authority in connection with the accrual or payment of any of
royalties, WELLCOME shall have the right to pay such tax or withholding to the
local taxing authorities on behalf of CENTOCOR and to deduct from the amounts
due to CENTOCOR the amounts paid for such taxes or withholding, provided that
WELLCOME shall deliver to CENTOCOR evidence of payment. If royalties in any
country are higher than the maximum permitted by the Laws of such country,
royalties paid with

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respect to the Net Sales in such country shall be reduced to the maximum rate
permitted by Law.

5.5. Records, Reports, Audits

5.5.1. WELLCOME and its Affiliates shall maintain records of Net

Sales to enable the amounts due to CENTOCOR hereunder to be determined.

5.5.2. At least once each Quarter, WELLCOME shall furnish to CENTOCOR a written statement for the preceding Quarter specifying the quantities of Cancer Products or other Biological Products sold during the applicable Quarter pursuant to the license granted hereunder and the aggregate Net Sales for such Quarter.

5.5.3. CENTOCOR shall have the right upon prior notice to WELLCOME, not more than once in each WELLCOME fiscal year nor more than once in respect of any WELLCOME fiscal year, through an independent public accountant, selected by CENTOCOR and acceptable to WELLCOME, which acceptance shall not unreasonably be refused, to have access during normal business hours to those records of WELLCOME as may reasonably be necessary to verify the accuracy of the payments of royalties in respect of any fiscal year ending not more than eighteen (18) months prior to the date of such notice. Upon the expiration of eighteen (18) months following the end of any fiscal year, the calculation of royalties payable with respect to sales during such fiscal year shall be binding and conclusive upon CENTOCOR and CBV, and WELLCOME and its Affiliates shall be released from any liability or accountability with respect to royalties for sales during such fiscal year. If such independent public accountant's report shows any underpayment of royalties, within thirty (30) days after WELLCOME'S receipt of such report, WELLCOME shall remit or shall cause its Affiliate to remit to CENTOCOR (a) the amount of

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such underpayment and (b) if such underpayment exceeds five percent (5%) of the total royalties owed for the fiscal year then being reviewed, the reasonable and necessary fees and expenses of such independent accountant performing the audit. Otherwise such fees and expenses shall be borne by CENTOCOR. Any overpayment shall be fully creditable against future royalties payable in subsequent payment periods.

5.5.4. All written statements provided by WELLCOME hereunder shall be in the English language.

5.5.5. CENTOCOR agrees that all information which is the subject matter of this Section 5.5 and which is subject to review under this Section 5.5

is strictly confidential and that CENTOCOR hereby undertakes and agrees that it shall retain all such information in the strictest of confidence and shall cause its accountant to retain all such information in the strictest of confidence.

6. OWNERSHIP OF TECHNOLOGY

Notwithstanding any other provision of this Agreement:

6.1. The Manufacturing Technology and all Improvements created by CENTOCOR or CBV shall be the sole and exclusive property of CENTOCOR or CBV, as

applicable; and

6.2. All Improvements created by WELLCOME shall be the sole and exclusive property of WELLCOME.

7. REPRESENTATIONS AND WARRANTIES

7.1. Representations and Warranties of WFL and BW. As a material

inducement to CENTOCOR and CBV to enter into this Agreement and to consummate the transactions contemplated hereby,

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WFL and BW hereby, jointly and severally, represent and warrant to CENTOCOR and CBV as follows, which representations and warranties shall survive the execution and delivery of this Agreement:

7.1.1. Organization and Good Standing. Each of WFL and BW is a

corporation duly organized and validly existing under the Laws of their respective jurisdictions of incorporation with the requisite power and authority (corporate or otherwise) to carry on their businesses as presently being conducted and as proposed to be conducted pursuant to the Alliance Agreement, and to own and operate their properties and assets.

7.1.2. Corporate Power and Authority; Enforceability. Each of WFL

and BW has the requisite power and authority (corporate and otherwise) to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby. The execution, delivery and performance by WFL and BW of this Agreement and the consummation by WFL and BW of the transactions contemplated hereby have been duly authorized by all necessary actions (corporate or otherwise) on their parts. This Agreement constitutes a legal, valid and binding obligation of WFL and BW, enforceable in accordance with its terms.

7.1.3. Validity of Contemplated Transactions. The execution,

delivery and performance by WFL and BW of this Agreement, and the consummation by them of the transactions contemplated hereby, do not (a) violate or contravene any provision of WFL'S or BW'S charter or bylaws; (b) violate, breach, conflict with, constitute a Default under, cause the acceleration of any payments pursuant to, or otherwise impair the good standing, validity, or effectiveness of any agreement, contract, indenture, lease, license, or mortgage to which WFL or BW is a party or by which WFL or BW is bound; (c) violate any provision of any Law, Permit or Court Order applicable to WFL or

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BW; or (d) require any Permit or Required Consent of any Governmental Entity to be obtained by WFL and BW which has not been obtained.

7.1.4. Litigation; Compliance with Laws. There is no Litigation

pending or, to WFL'S or BW'S knowledge, threatened against or related to WFL or BW, nor any failure to comply with, violation of or any Default under, any Law, Permit or Court Order applicable to WFL or BW, in each case which might have a material adverse effect on the ability of WFL or BW to execute, deliver and perform this Agreement or on the ability of WFL or BW to consummate the transactions contemplated hereby.

7.2. Representations and Warranties of CENTOCOR and CBV. As a material

inducement to WELLCOME to enter into this Agreement and to consummate the transactions contemplated hereby, CENTOCOR and CBV hereby, jointly and severally, represent and warrant to WELLCOME as follows, which representations and warranties shall survive the execution and delivery of this Agreement:

7.2.1. Organization and Good Standing. Each of CENTOCOR and CBV

is a corporation duly organized, validly existing, and in good standing under the Laws of their respective jurisdictions of incorporation with the requisite power and authority (corporate or otherwise) to carry on their businesses as presently being conducted and as proposed to be conducted pursuant to the Alliance Agreement, and to own and operate their properties and assets.

7.2.2. Corporate Power and Authority; Enforceability. Each of

CENTOCOR and CBV has the requisite power and authority (corporate and otherwise) to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby. The execution, delivery and performance by CENTOCOR and CBV of this Agreement and the consummation by

CENTOCOR and CBV of the transactions contemplated hereby, have been duly authorized by all necessary actions (corporate or otherwise) on their part. This Agreement constitutes a legal, valid and binding obligation of each of CENTOCOR and CBV, enforceable in accordance with its terms.

7.2.3. Validity of Contemplated Transactions. The execution,

delivery and performance by CENTOCOR and CBV of this Agreement, and the consummation by CENTOCOR and CBV of the transactions contemplated hereby, do not (a) violate or contravene any provision of CENTOCOR'S or CBV'S charter or bylaws; (b) violate, breach, conflict with, constitute a Default under, cause the acceleration of any payments pursuant to, or otherwise impair the good standing, validity, or effectiveness of any agreement, contract, indenture, lease, license, or mortgage to which CENTOCOR or CBV is a party or by which

CENTOCOR or CBV is bound; (c) subject any of CENTOCOR'S or CBV'S properties or assets to any Lien or to any indenture, mortgage, contract, commitment, or agreement (other than this Agreement) to which CENTOCOR or CBV is a party or by which CENTOCOR or CBV or any of CENTOCOR'S or CBV'S properties or assets are bound; (d) violate any provision of any Law, Permit or Court Order applicable to CENTOCOR or CBV; or (e) require any Permit or Required Consent of any Governmental Entity to be obtained by CENTOCOR or CBV which has not been obtained.

7.2.4. Litigation; Compliance with Laws. There is no Litigation

pending or, to CENTOCOR'S or CBV'S knowledge, threatened against or related to CENTOCOR or CBV, nor any failure to comply with, violation of or any Default under, any Law, Permit or Court Order applicable to CENTOCOR or CBV, in each case which might have a material adverse effect on the ability of CENTOCOR or CBV to execute, deliver and perform this Agreement or on the ability of CENTOCOR or CBV to consummate the transactions contemplated hereby.

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7.2.5 Intellectual Property Warranties.

(a) CENTOCOR and CBV, collectively have sufficient right, title and interest in the Manufacturing Technology to grant the rights and perform the obligations contemplated by this Agreement.

(b) Neither CENTOCOR nor CBV has any knowledge of any facts or circumstances which give rise to, or form the basis of, any claim of invalidity, unenforceability or lack of priority of any of CENTOCOR'S or CBV'S rights in the Manufacturing Technology.

(c) To the knowledge of CENTOCOR and CBV, the inception, development and reduction to practice of the Manufacturing Technology has not constituted or involved, and does not constitute or involve, the misappropriation of trade secrets or other rights of any other Person (including, without limitation, any Governmental Entity).

(d) There is no interference action or other Litigation pending or threatened before the United States Patent and Trademark Office or any other Governmental Entity in any jurisdiction with regard to any Patent forming a part of the Manufacturing Technology.

(e) To CENTOCOR'S and CBV'S knowledge, the use of the Manufacturing Technology in the development, manufacture, use, marketing and sale of 17-1A Product by CENTOCOR and its Affiliates has not infringed any Intellectual Property rights of any Third Party.

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8. INDEMNIFICATION

8.1. Subject to compliance by the applicable Indemnitee as defined below with its obligations set forth in Sections 8.4 and 8.5 hereof, CENTOCOR and CBV

shall defend, indemnify and hold WELLCOME and its Affiliates and the respective directors, officers, employees and agents of WELLCOME and its Affiliates, harmless from and against any and all Losses arising out of, relating to or resulting from the breach by CENTOCOR and CBV of any of their representations, warranties and covenants contained within this Agreement.

8.2. Subject to compliance by the applicable Indemnitee as defined below with its obligations set forth in Sections 8.4 and 8.5 hereof, WELLCOME shall

defend, indemnify and hold CENTOCOR, CBV and their Affiliates and the respective directors, officers, employees and agents of CENTOCOR and CBV and their Affiliates, harmless from and against any and all Losses arising out of, relating to or resulting from the breach by WELLCOME of any of its representations, warranties and covenants contained in this Agreement.

8.3. "Indemnitor" means CENTOCOR and CBV with respect to Section 8.1

hereof and WELLCOME with respect to Section 8.2 hereof. "Indemnitee" means any of WELLCOME and its Affiliates and the respective directors, officers, employees and agents of WELLCOME and its Affiliates with respect to Section 8.1 hereof and any of CENTOCOR, CBV and their Affiliates and the respective directors, officers, employees and agents of CENTOCOR, CBV and their Affiliates with respect to Section 8.2 hereof.

8.4. Notice. Promptly after receipt by an Indemnitee of written notice

of the commencement of any suit, audit, demand, judgment, action, investigation or proceeding relating to a Loss

(a "Third Party Action") or promptly after an Indemnitee incurs a Loss or has

knowledge of the existence of a Loss, such Indemnitee will, if a claim with respect thereto is to be made against Indemnitor due to Indemnitor's obligation to provide indemnification hereunder, give Indemnitor written notice of such Loss or the commencement of such Third Party Action; provided, however, the

failure to provide such notice within a reasonable period of time shall not relieve Indemnitor of any of its obligations hereunder except to the extent it is prejudiced by such failure.

8.5. Defense. Indemnitor shall control the defense and settlement of a

Third Party Action, except that the applicable Indemnitee may assume such defense provided that the obligation of Indemnitor to pay the attorneys' fees of such Indemnitee shall cease upon such election. Indemnitor shall not enter into any resolution or other compromise of such action unless it (a) pays in cash or posts an adequate bond for the payment of the amount of such resolution or other compromise and obtains a complete release of the Indemnitee or (b) obtains the prior written consent of the Indemnitee, which shall not be unreasonably withheld or delayed. If the Indemnitee defends such action, such Indemnitee shall not enter into any resolution or other compromise of such action unless such Indemnitee obtains the consent of Indemnitor, which shall not be unreasonably withheld or delayed. The party defending the action shall keep the other parties informed on an ongoing basis of the status of such Third Party Action and shall deliver to such other parties copies of all documents relating to the Third Party Action as the other parties may reasonably request. The party assuming such defense shall receive from the other parties all necessary and reasonable cooperation in the defense of a Third Party Action including, but not limited to, the services of employees of such other parties who are familiar with the events or circumstances out of which any such Third Party Action may have arisen.

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8.6. The indemnifications contained in this Section 8 shall survive

expiration or termination of this Agreement.

9. INFRINGEMENT

In the event that any party hereto obtains knowledge of any infringement or misappropriation by a Third Party of the Manufacturing Technology (an

"Infringement"), such party shall inform the other parties promptly of such

Infringement and provide the other parties with any available evidence of such Infringement or misappropriation. CENTOCOR shall have the option, but not the obligation, to prosecute at its own expense any claim of Infringement of the Manufacturing IP, and shall be entitled to retain any recoveries therefrom.

10. TERM AND TERMINATION

10.1. The license granted by this Agreement shall take effect on the License Date, and shall be perpetual unless terminated in accordance with its terms.

10.2. CENTOCOR and CBV may give notice in writing to WELLCOME terminating this Agreement within sixty (60) days if WELLCOME is in material breach of its

obligations hereunder and fails to remedy such breach within sixty (60) days of receiving notice in writing requiring such remedy. WELLCOME may give notice in writing to CENTOCOR and CBV terminating this Agreement within sixty (60) days if CENTOCOR or CBV is in material breach of its obligations hereunder and fails to remedy such breach within sixty (60) days of receiving notice in writing requiring such remedy. No such termination, however, shall release any of the parties from any obligations hereunder incurred prior to such termination.

10.3. WELLCOME reserves the right to terminate this Agreement at any time for any reason provided that reasonable prior written notice is given to CENTOCOR.

11. MISCELLANEOUS

11.1. Entire Agreement. This Agreement and the other Alliance Documents

constitute the entire understanding of the parties with respect to the subject matter contained herein and supersede any prior understandings and agreements among them respecting such subject matter including, without limitation, the Letter of Intent between CENTOCOR and WFL dated September 16, 1993; provided,

however, the confidentiality agreement between WFL and CENTOCOR and dated

September 14, 1993 shall in all cases remain in full force and effect in accordance with its terms.

11.2. Amendments. This Agreement may be amended and supplemented only by

a written instrument duly executed by each of the parties.

11.3. Headings. The headings in this Agreement are for convenience of

reference only and shall not affect its interpretation.

11.4. Gender; Number. Words of gender may be read as masculine, feminine,

or neuter, as required by context. Words of number may be read as singular or plural, as required by context.

11.5. Appendices; Exhibits; and Schedules. All appendices, exhibits and

schedules referred to herein form an integral part of this Agreement and are incorporated into this Agreement by such reference.

11.6. Severability. If any provision of this Agreement or the application

thereof to any Person or circumstance is held

illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall not affect any other provision hereof. This Agreement shall, in such circumstances, be deemed modified to the extent necessary to render enforceable the provisions hereof to the fullest extent permitted by Law.

11.7. Remedies. Each of CENTOCOR and CBV on the one hand, and WFL and BW

on the other, stipulates that the remedies at Law of the other in the event of any Default or threatened Default in the performance of or compliance with any of the terms of this Agreement are not and will not be adequate and that, to the fullest extent permitted by Law, such terms may be specifically enforced by a decree for specific performance of any agreement contained herein or by an injunction against any violation of any terms hereof or otherwise.

11.8. Joint and Several Liability. CENTOCOR and CBV shall be jointly and

severally responsible and liable for all of their respective obligations to WELLCOME arising under this Agreement. WFL and BW shall be jointly and severally liable for all of their respective obligations to CENTOCOR or CBV arising under this Agreement.

11.9. Notices. All notices and other communications hereunder shall be in

writing and shall be given to the Person either personally or by sending a copy thereof by first class United States express mail, postage prepaid and return-receipt requested, or by a nationally-recognized courier service guaranteeing next-day delivery, charges prepaid, or by telecopier (with the original sent by either of the foregoing manners), to such Person's address (or to such Person's telecopier number). All notices shall be deemed to have been given to the Person entitled thereto when received.

If to WFL, to:

THE WELLCOME FOUNDATION LIMITED
Unicorn House, P.O. Box 129
129 Euston Road
London NW1 2BP
Attention: Company Secretary
Telecopy No.: 011-44-71-388-5462

With a copy to:

BURROUGHS WELLCOME CO.
3030 Cornwallis Road
Research Triangle Park, NC 27709

Attention: Secretary
Telecopy No.: (919) 315-0478

If to BW, to:

BURROUGHS WELLCOME CO.
3030 Cornwallis Road
Research Triangle Park, NC 27709
Attention: Secretary
Telecopy No.: (919) 315-0478

If to CENTOCOR or CBV, to:

CENTOCOR, INC.
200 Great Valley Parkway
Malvern, Pennsylvania 19355-1307
Attention: Corporate Secretary
Telecopy No.: (215) 651-6100

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with a copy to:

Duane, Morris & Heckscher
One Liberty Place
Philadelphia, PA 19103
Attention: David C. Toner, Esquire
Telecopy No.: (215) 979-1020

Notice of any change in any such address shall also be given in the manner set forth above. Whenever the giving of notice is required, the giving of such notice may be waived by the Person entitled to receive such notice.

11.10. Waiver. No provision of this Agreement may be waived except by a

written instrument signed by the party hereto sought to be bound. No failure or delay by any party hereto in exercising any right or remedy hereunder or under applicable Law will operate as a waiver thereof, and a waiver of a particular right or remedy on one (1) occasion will not be deemed a waiver of any other right or remedy, or a waiver on any subsequent occasion (it being understood that specific time frames for notice or actions to be taken shall be binding on the parties).

11.11. Assignment. No party hereto may assign its rights or delegate any

of its obligations hereunder without the prior written consent of the other parties, except that, without such consent, (a) WFL may assign all or any part of its rights and obligations hereunder to an Affiliate of WFL, including but not limited to BW, so long as WFL unconditionally guarantees the obligations of such Affiliate; (b) WFL and BW may assign all of their rights and delegate all of their duties under this Agreement to a transferee of all or substantially all

of the line of business of which this Agreement forms a part or by way of merger or consolidation with another company; and (c) CENTOCOR and CBV may assign all of their rights and delegate all of their

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duties under this Agreement to a transferee of all or substantially all their assets or by way of merger or consolidation with another company. Without limiting the foregoing, all rights and obligations with respect to the subject matter of this Agreement as to the United States shall inure to the benefit of and be performed by BW, subject to such further assignments as may be permitted by this Section 11.11. If any party shall assign its rights and delegate its

duties pursuant to clauses (b) or (c) of this Section 11.11, the Person to whom

such rights are assigned and duties are delegated shall assume all of the obligations of the applicable party under this Agreement. The guarantee by WELLCOME referenced in clause (a) of this Section 11.11 is a guaranty of payment

and performance, and not of collection; and in case of a default by an Affiliate of WELLCOME to which rights have been assigned or obligations delegated pursuant to such clause (a), CENTOCOR and CBV shall have the right to proceed first

against WELLCOME without the necessity to proceed against or join such Affiliate.

11.12. Successors and Assigns. This Agreement shall bind, inure to the

benefit of, and be enforceable by the successors and permitted assigns of the parties hereto.

11.13. Governing Law. This Agreement shall be construed and enforced in

accordance with the Laws of the Commonwealth of Pennsylvania without regard to principles of conflicts of law applicable in such jurisdiction.

11.14. No Benefit to Others. The representations, warranties, covenants

and agreements contained in this Agreement are for the sole benefit of the parties hereto and their successors and permitted assigns, and they shall not be construed as conferring, and are not intended to confer, any rights on any other Person.

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11.15. Independent Contractors. It is expressly understood and agreed that

the Centocor Group and the Wellcome Group are independent contractors; neither the Centocor Group or any of its members, nor the Wellcome Group or any of its

members, shall be deemed the agent of the other group or of any of its members for any purpose whatsoever, and neither the Centocor Group or any of its members, nor the Wellcome Group or any of its members, shall have authority to enter into any contract or agreement, assume any obligation or make any warranty or representation for or on behalf of the other group or any of its members. Nothing in this Agreement shall be deemed to create or constitute a partnership or the relationship of employer and employee between the Wellcome Group or any of its members on the one hand and the Centocor Group or any of its members on the other.

11.16. Confidentiality.

11.16.1. "Proprietary Information" for the purposes of this

Section 11.16 means (a) the Manufacturing Technology transferred or otherwise

disclosed by CENTOCOR or its Affiliates to WELLCOME pursuant to this Agreement; and (b) any Know-how or other technical, financial or business information of WELLCOME or its Affiliates that is disclosed orally or in writing by WELLCOME or its Affiliates to CENTOCOR or its Affiliates in the course of performing this Agreement, or obtained by CENTOCOR or CBV in the course of transferring the Manufacturing Technology in accordance with this Agreement.

11.16.2. Except as expressly provided herein otherwise, each Receiving Party shall, during the term of this Agreement including any renewals thereof, and for a period of five (5) years following expiration or the termination hereof, but in any event not for less than a period of ten (10) years from the date hereof, maintain the confidentiality of all Proprietary Information disclosed by the Disclosing Party

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hereunder and shall neither use the same except as expressly authorized by this Agreement, the Alliance Agreement or any other Alliance Document, nor disclose the same to any Third Party that is not an Affiliate of the Receiving Party without the prior written consent of the Disclosing Party. Nothing in this Section 11.16, however, shall be construed to require any party hereto to

maintain the confidentiality and non-use of any information or material that (a) at the time of disclosure, is already in the public domain; (b) after disclosure, enters the public domain otherwise than by an act or omission of the Receiving Party in violation of the terms of this Agreement; (c) prior to disclosure under this Agreement was already in the possession of the Receiving Party or its Affiliates, provided that such information or material was not obtained, directly or indirectly, from the Disclosing Party; (d) becomes known to the Receiving Party from a Third Party, provided that such information or material was not obtained, directly or indirectly, from the Disclosing Party on a confidential basis; (e) is required in the reasonable judgment of the Receiving Party to be disclosed to a Governmental Entity in furtherance of this Agreement or the Alliance Agreement or pursuant to any Law, Governmental Entity,

or Court Order; or (f) results from research or development by the Receiving Party or its Affiliates independent of disclosures from the Disclosing Party. Disclosures of Proprietary Information made prior to the date hereof shall be governed by this Section 11.16.

11.16.3. Nothing in this Section 11.16 shall prevent any party

hereto from disclosing its own information relating to its business, financial affairs, products, research development, marketing and other commercial activities to any Affiliate or any Third Party. In addition, notwithstanding the restrictions in this Section 11.16 on confidentiality and use, any party

hereto may disclose Proprietary Information which is disclosed to it hereunder to any of its Affiliates which agrees to be bound by the terms of this Section

11.16.

- -----

11.17. Continuing Obligation. Except as otherwise specifically provided

herein, neither termination nor expiration of this Agreement shall relieve any party from any obligation under this Agreement which accrued or arose from facts and circumstances in existence prior thereto.

11.18. Covenant Not to Sue. CENTOCOR and CBV agree that during the term of

this Agreement neither they nor their Affiliates will assert or cause to be asserted against WELLCOME, its Affiliates or sublicensees any Intellectual Property rights relating to the manufacture of Biological Products not licensed hereunder that are or may be infringed by reason of the exercise by WELLCOME, its Affiliates or its sublicensees of the license granted hereunder for which a royalty is paid to CENTOCOR under Section 5.2 hereof; provided, however, nothing

herein shall prohibit CENTOCOR, CBV or their Affiliates from instituting any suit they are obligated to institute pursuant to the terms of a license agreement with a Third Party pursuant to which a license to such Intellectual Property has been granted.

11.19. Counterparts. This Agreement and any amendment or supplement hereto

may be executed in any number of counterparts and any party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. The execution of this Agreement and any such amendment or supplement by any party hereto will not become effective until counterparts hereof have been executed by all the parties hereto.

11.20. Savings Clause. Any restriction or information provision (as each

of these terms or expressions are defined in the RTPA) contained in this Agreement or in any arrangement of which this Agreement forms part by virtue of which this

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Agreement or any such arrangement is registrable under the RTPA shall not take effect in the United Kingdom until the day after the day on which full particulars of this Agreement (and of any such arrangement) shall have been duly furnished to the Office of Fair Trading under Section 24 of the RTPA.

11.21. Further Assurances. At the request of any party hereto, the other

parties hereto shall execute and deliver from time to time such further instruments and shall provide reasonable cooperation in such proceedings or actions as shall be necessary or reasonably appropriate to effectuate the purposes of this Agreement including, without limitation, registering or recording the rights granted hereunder; provided, however, if any party hereto

desires to notify this Agreement under Article 85(3) of the Treaty of Rome establishing the European Economic Community, such party shall give the other parties ninety (90) days prior written notice of such notification and if during such period a party shall reasonably object to such notification, the objecting party need not cooperate in such notification and such notification shall not be implemented. Except as otherwise provided in the Alliance Documents, the executions, deliveries and cooperation of each party under this section shall be without further consideration and at such party's expense.

IN WITNESS WHEREOF, the parties hereto have duly caused this Agreement to be executed as of the day and year first above written by their duly authorized representatives.

FOR AND ON BEHALF OF
THE WELLCOME FOUNDATION LIMITED

By: /s/ Trevor M. Jones

Name: Trevor M. Jones

Title: Director/Research, Development

& Medical

[EXECUTIONS CONTINUED]

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BURROUGHS WELLCOME CO.

By: /s/ David W. Barry

Name: David W. Barry

Title: Vice President of Research,

Development and Medical

CENTOCOR, INC.

By: /s/ Bobba Venkatadri

Name: Bobba Venkatadri

Title: Executive Vice-President

CENTOCOR B.V.

By: /s/ David P. Holveck

Name: David P. Holveck

Title: Managing Director

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APPENDIX A

GLOSSARY OF TERMS

[See Appendix A to Alliance Agreement]

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SCHEDULE 1

(**)

SCHEDULE 3

EXCLUDED AGREEMENTS

1. "Research and License Agreement" between New York Blood Center and Centocor, Inc. dated as of March 1, 1986, as amended in June 1987 and on August 24, 1988

SCHEDULE 4.1

Transfer Program

The Transfer Program shall include, but shall not be limited to, the following:

(**)

THE REGISTRANT HAS REQUESTED CONFIDENTIAL TREATMENT FOR CERTAIN PORTIONS OF THIS AGREEMENT. THOSE PORTIONS HAVE BEEN OMITTED FROM THIS COPY OF THE AGREEMENT AT THE PLACES INDICATED BY DOUBLE ASTERISKS (**); AND HAVE BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

THE WELLCOME FOUNDATION LIMITED

AND

BURROUGHS WELLCOME CO.

and

CENTOCOR, INC.

AND

CENTOCOR B.V.

CENTOCOR TECHNOLOGY LICENSE AGREEMENT

The Wellcome Foundation Ltd
Legal Department
Unicorn House
P O Box 129
160 Euston Road
London NW1 2BP
England

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CENTOCOR TECHNOLOGY LICENSE AGREEMENT

THIS CENTOCOR TECHNOLOGY LICENSE AGREEMENT (the "Agreement") is dated as of

the 16th day of December, 1993 by and among CENTOCOR, INC., a Pennsylvania corporation of 200 Great Valley Parkway, Malvern, Pennsylvania 19355-1307, USA ("CENTOCOR"), CENTOCOR B.V., a Netherlands corporation of Einsteinweg 101, PO

Box 251, 2300 AG Leiden, the Netherlands ("CBV"), THE WELLCOME FOUNDATION

LIMITED, a United Kingdom corporation of Unicorn House, PO Box 129, 160 Euston Road, London NW1 2BP, England ("WFL"), and BURROUGHS WELLCOME CO., a North

Carolina corporation of 3030 Cornwallis Road, Research Triangle Park, NC 27709-4498, USA ("BW" and, collectively with WFL, "WELLCOME").

WHEREAS, WELLCOME, CENTOCOR and CBV have entered into an Anti-Cancer Alliance Agreement dated as of November 5, 1993 (the "Alliance Agreement") which governs the parties' collaboration in the development, manufacture, marketing, sale and distribution of products for the treatment of cancers;

WHEREAS, the Alliance Agreement contemplates that WFL, CENTOCOR, CBV and The Wistar Institute of Anatomy and Biology ("Wistar") will enter into a Novation and Cell Line Release Agreement of even date herewith (the "Novation") authorizing WFL and WFL'S Affiliates (as defined in Appendix A hereto), at WFL'S option, to qualify a manufacturing facility to produce 17-1A Products (as defined in Appendix A hereto) for the commercial market; and

WHEREAS, the Alliance Agreement further contemplates that WELLCOME, CENTOCOR and CBV will enter into an agreement on the

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terms set forth herein granting WELLCOME a license to use the Centocor Technology (as defined in Appendix A hereto) under certain limited circumstances to support its production of 17-1A Product and Derivative 17-1A Products for the commercial market;

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, do hereby agree as follows:

1. DEFINITIONS

Capitalized terms not otherwise defined herein shall have the meanings set forth in Appendix A hereto.

2. GRANT OF LICENSE

2.1. Subject to the terms and conditions of this Agreement, CENTOCOR and CBV, under their respective Intellectual Property rights, including the Patents listed in Schedule 2.1 hereto (but excluding the rights granted to CENTOCOR or

CBV under the agreements listed in Schedule 2.2 hereto), hereby grant WELLCOME a

worldwide, fully paid-up right and license, including the right to sublicense, to use the Centocor Technology in the Field to develop, make, have made, use, market, promote and sell 17-1A Product and Derivative 17-1A Products. In addition, to the extent applicable Law precludes CENTOCOR or CBV from granting WELLCOME a license with respect to Improvements to the Centocor Technology, CENTOCOR and CBV hereby grant WELLCOME an option to obtain a worldwide, fully paid-up right and license to use the Centocor Technology in the Field to develop, make, have made, use, market, promote and sell 17-1A Product and Derivative 17-1A Products, such license to be on the same terms and conditions as set forth herein. The license and option granted by this Section

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2 shall be (a) exclusive of all other parties, including without limitation

- -
CENTOCOR, CBV and their respective Affiliates, for so long as such license remains in effect or for such shorter period as may be prescribed by applicable Law; and (b) assignable by WELLCOME to WELLCOME Affiliates or to Third Parties solely for use within the Field. "Field" means the development, manufacture,

use, marketing and sale of 17-1A Product and Derivative 17-1A Products.

2.2. To assure appropriately the rights hereby granted to WELLCOME and except to the extent required by applicable Law, during the term of this Agreement, neither CENTOCOR nor its Affiliates shall (a) release or deliver, or authorize the release or delivery of, or otherwise transfer or assign its rights in, the Wistar Hybridoma or the Centocor Hybridoma, or any cell line producing the 17-1A Antibody or a Derivative 17-1A Antibody, to any Third Party; (b) grant any rights to manufacture, have manufactured or sell, including the right to sell for resale, any products incorporating the 17-1A Antibody or any Derivative 17-1A Antibody; or (c) assign or transfer the Centocor Technology or otherwise grant to Third Parties the right to use the Centocor Technology to develop, make, have made, use, market, promote or sell 17-1A Product or Derivative 17-1A Product other than such rights as are granted to WELLCOME, as have been previously granted to Ajinomoto or as are granted to another Permitted Distributor in accordance with this Agreement. Nothing in this Section 2.2

shall limit the ability of CENTOCOR and CBV to assign their rights and delegate their duties as provided in Section 10.11(c) hereof.

3. TRANSFER OF CENTOCOR TECHNOLOGY

3.1. Escrow Agreement. Upon the execution of this Agreement, CENTOCOR,

CBV and WELLCOME shall execute an escrow agreement substantially in the form attached as

Exhibit 3.1 hereto (the "Escrow Agreement") appointing an escrow agent (the

 "Escrow Agent") to receive the materials to be delivered by CENTOCOR and CBV

 pursuant to Section 3.2 hereof (such materials, the "Escrow Materials").

3.2. Delivery. Subject to the terms and conditions of this Agreement,

 CENTOCOR or CBV (a) on or before the date hereof shall have delivered to the
 Escrow Agent copies of the Centocor Technology described in Schedule 3.2 hereto

 to the extent any of such Centocor Technology is in written or other tangible
 form prior to the date hereof (the "Initial Deposit"); and (b) at regular

 intervals no less frequent than once every six (6) months, deliver to the Escrow
 Agent copies of such additional Centocor Technology that is described in
 Schedule 3.2 hereto and that is reduced to written or other tangible form after

 the date hereof.

3.3. Release from Escrow. The parties agree that WELLCOME, at any time

 after the license granted pursuant to Section 2 hereof becomes perpetual in

 accordance with Section 9.1 hereof, shall be entitled in accordance with the

 procedures set forth in the Escrow Agreement to obtain release of the Escrow
 Materials or so much thereof as WELLCOME specifies to the Escrow Agent in
 writing.

3.4. Other Antibodies. During the term of this Agreement, neither

 CENTOCOR nor its Affiliates shall use the Centocor Technology to develop,
 conduct clinical trials or seek regulatory approval of, or license out rights to
 any Third Party with respect to marketing, sale or distribution of, any
 Derivative 17-1A Antibody or any product derived therefrom or from the 17-1A
 Antibody except with, and pursuant to an agreement with, WELLCOME.

4. PAYMENTS -----

In exchange for the license granted pursuant to Section 2 hereof, WELLCOME

 agrees to pay a one-time, irrevocable, non-refundable license fee of
 (***) such amount to be due and payable on the date hereof, provided

that CENTOCOR and CBV shall have completed the Initial Deposit in accordance with Section 3.2 hereof. With respect to such license fee, (**)

is for rights in the United States, and (**)
is for rights outside of the United States.

5. OWNERSHIP OF TECHNOLOGY

Notwithstanding any other provision of this Agreement:

5.1. The Centocor Technology and all Improvements created by CENTOCOR or CBV shall at all times be the sole and exclusive property of CENTOCOR or CBV, as applicable, it being understood that such rights of ownership shall not impair the ability of WELLCOME to have access to the Escrow Materials in accordance with the terms of this Agreement and the Escrow Agreement.

5.2. All Improvements created by WELLCOME shall be the sole and exclusive property of WELLCOME.

6. REPRESENTATIONS AND WARRANTIES

6.1. Representations and Warranties of WFL and BW. As a material

inducement to CENTOCOR and CBV to enter into this Agreement and to consummate the transactions contemplated hereby, WFL and BW hereby, jointly and severally, represent and warrant to CENTOCOR and CBV as follows, which representations and

warranties shall survive the execution and delivery of this Agreement:

6.1.1. Organization and Good Standing. Each of WFL and BW is a

corporation duly organized and validly existing under the Laws of its respective jurisdiction of incorporation with the requisite power and authority (corporate or otherwise) to carry on its business as presently being conducted and as proposed to be conducted pursuant to the Alliance Agreement, and to own and operate its properties and assets.

6.1.2. Corporate Power and Authority; Enforceability. Each of WFL

and BW has the requisite power and authority (corporate and otherwise) to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby. The execution, delivery and performance by WFL and BW of this Agreement and the consummation by WFL and BW of the transactions contemplated hereby have been duly authorized by all necessary action (corporate or otherwise) on the part of WFL and BW. This Agreement constitutes a legal, valid and binding obligation of WFL and BW, enforceable in accordance with its terms.

6.1.3. Validity of Contemplated Transactions. The execution,

delivery and performance by WFL and BW of this Agreement, and the consummation by WFL and BW of the transactions contemplated hereby, do not (a) violate or contravene any provision of WFL'S or BW'S charter or bylaws; (b) violate, breach, conflict with, constitute a Default under, cause the acceleration of any payments pursuant to, or otherwise impair the good standing, validity, or effectiveness of any agreement, contract, indenture, lease, license, or mortgage to which WFL or BW is a party or by which WFL or BW is bound; (c) violate any provision of any Law, Permit or Court Order applicable to WFL or BW; or (d) require any Permit or Required Consent of any

Governmental Entity to be obtained by WFL and BW which has not been obtained.

6.1.4. Litigation; Compliance with Laws. There is no Litigation

pending or, to WFL'S or BW'S knowledge, threatened against or related to WFL or BW, nor any failure to comply with, violation of or any Default under, any Law, Permit or Court Order applicable to WFL or BW, in each case which might have a material adverse effect on the ability of WFL or BW to execute, deliver and perform this Agreement or on the ability of WFL or BW to consummate the transactions contemplated hereby.

6.2. Representations and Warranties of CENTOCOR and CBV. As a material

inducement to WELLCOME to enter into this Agreement and to consummate the transactions contemplated hereby, CENTOCOR and CBV hereby, jointly and severally, represent and warrant to WELLCOME as follows, which representations and warranties shall survive the execution and delivery of this Agreement:

6.2.1. Organization and Good Standing. Each of CENTOCOR and CBV

is a corporation duly organized, validly existing, and in good standing under the Laws of the jurisdiction of its incorporation with the requisite power and authority (corporate or otherwise) to carry on its business as presently being conducted and as proposed to be conducted pursuant to the Alliance Agreement, and to own and operate its properties and assets.

6.2.2. Corporate Power and Authority; Enforceability. Each of

CENTOCOR and CBV has the requisite power and authority (corporate and otherwise) to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby. The execution, delivery and performance by CENTOCOR and CBV of this Agreement and the consummation by CENTOCOR and CBV of the transactions contemplated hereby have

been duly authorized by all necessary action (corporate or otherwise) on the

part or CENTOCOR and CBV. This Agreement constitutes a legal, valid and binding obligation of each of CENTOCOR and CBV, enforceable in accordance with its terms.

6.2.3. Validity of Contemplated Transactions. The execution, delivery

and performance by CENTOCOR and CBV of this Agreement, and the consummation by CENTOCOR and CBV of the transactions contemplated hereby, do not (a) violate or contravene any provision of CENTOCOR'S or CBV'S charter or bylaws; (b) violate, breach, conflict with, constitute a Default under, cause the acceleration of any payments pursuant to, or otherwise impair the good standing, validity, or effectiveness of any agreement, contract, indenture, lease, license, or mortgage to which CENTOCOR or CBV is a party or by which CENTOCOR or CBV is bound; (c) subject any of CENTOCOR'S or CBV'S properties or assets to any Lien or to any indenture, mortgage, contract, commitment, or agreement (other than this Agreement) to which CENTOCOR or CBV is a party or by which CENTOCOR or CBV or any of CENTOCOR'S or CBV'S properties or assets are bound; (d) violate any provision of any Law, Permit or Court Order applicable to CENTOCOR or CBV; or (e) require any Permit or Required Consent of any Governmental Entity to be obtained by CENTOCOR or CBV which has not been obtained.

6.2.4. Litigation; Compliance with Laws. There is no Litigation

pending or, to CENTOCOR'S or CBV'S knowledge, threatened against or related to CENTOCOR or CBV, nor any failure to comply with, violation of or any Default under, any Law, Permit or Court Order applicable to CENTOCOR or CBV, in each case which might have a material adverse effect on the ability of CENTOCOR or CBV to execute, deliver and perform this Agreement or on the ability of CENTOCOR or CBV to consummate the transactions contemplated hereby.

6.2.5. Intellectual Property Warranties.

(a) CENTOCOR and CBV collectively have sufficient right, title and interest in the Centocor Technology to grant the rights and perform the obligations contemplated by this Agreement.

(b) To the knowledge of CENTOCOR and CBV, there is no Third Party using or infringing all or any portion of the Centocor Technology in derogation of the rights granted to WELLCOME in this Agreement.

(c) To the knowledge of CENTOCOR and CBV, there are no facts or circumstances which give rise to, or form the basis of, any claim of invalidity, unenforceability or lack of priority of any of CENTOCOR'S or CBV'S rights in the Centocor Technology.

(d) To the knowledge of CENTOCOR and CBV, the inception, development and reduction to practice of the Centocor Technology has not constituted or involved, and does not constitute or involve, the

misappropriation of trade secrets or other rights of any other Person (including, without limitation, any Governmental Entity).

(e) There is no interference action or other Litigation pending or threatened before the United States Patent and Trademark Office or any other Governmental Entity in any jurisdiction in regard to any Patent forming a part of the Centocor Technology.

(f) The use of the Centocor Technology in the development, manufacture, use, marketing and sale of the 17-1A Products by WELLCOME as contemplated by this Agreement will not infringe any Intellectual Property rights of any Third Party.

(g) Schedule 2.1 hereto contains a true and complete list

of the Patents owned by CENTOCOR and CBV, or in which CENTOCOR or CBV has rights assignable or sublicensable to WELLCOME as contemplated herein, useful in the development, manufacture, use, marketing, distribution or sale of 17-1A Products.

(h) None of the Know-how included in the Centocor Technology has been disclosed by CENTOCOR or CBV to any Third Party except (a) pursuant to suitable confidentiality agreements; (b) in Patents; (c) in filings made with appropriate Regulatory Authorities; or (d) otherwise required by Law.

7. INDEMNIFICATION

7.1. Subject to compliance by the applicable Indemnatee (as defined below) with its obligations set forth in Sections 7.4 and 7.5 hereof, CENTOCOR

and CBV shall defend, indemnify and hold WELLCOME and its Affiliates and the respective directors, officers, employees and agents of WELLCOME and its Affiliates, harmless from and against any and all Losses arising out of, relating to or resulting from the breach by CENTOCOR or CBV of any of their representations, warranties and covenants contained within this Agreement.

7.2. Subject to compliance by the applicable Indemnatee (as defined below) with its obligations set forth in Sections 7.4 and 7.5 hereof, WELLCOME

shall defend, indemnify and hold CENTOCOR, CBV and their Affiliates and the respective directors, officers, employees and agents of CENTOCOR and CBV and their Affiliates, harmless from and against any and all Losses arising out of, relating to or resulting from the breach by WELLCOME of any of its representations, warranties and covenants contained in this Agreement.

7.3. "Indemnitor" means CENTOCOR and CBV with respect to Section 7.1

hereof and WELLCOME with respect to Section 7.2 hereof. "Indemnitee" means any

of WELLCOME and its Affiliates and the respective directors, officers, employees
and agents of WELLCOME and its Affiliates with respect to Section 7.1 hereof and

any of CENTOCOR, CBV and their Affiliates and the respective directors,
officers, employees and agents of CENTOCOR, CBV and their Affiliates with
respect to Section 7.2 hereof.

7.4. Notice. Promptly after receipt by an Indemnitee of written notice

of the commencement of any suit, audit, demand, judgment, action, investigation
or proceeding relating to a Loss (a "Third Party Action") or promptly after an

Indemnitee incurs a Loss or has knowledge of the existence of a Loss, such
Indemnitee will, if a claim with respect thereto is to be made against
Indemnitor due to Indemnitor's obligation to provide indemnification hereunder,
give Indemnitor written notice of such Loss or the commencement of such Third
Party Action; provided, however, the failure to provide such notice within a

reasonable period of time shall not relieve Indemnitor of any of its obligations
hereunder except to the extent it is prejudiced by such failure.

7.5. Defense. Indemnitor shall control the defense and settlement of a

Third Party Action, except that the applicable Indemnitee may assume such
defense provided that the obligation of Indemnitor to pay the attorneys' fees of
such Indemnitee shall cease upon such election. If Indemnitor defends such
action, it shall not enter into any resolution or other compromise of such
action unless it (a) pays in cash or posts an adequate bond for the payment of
the amount of such resolution or other compromise and obtains a complete release
of the Indemnitee or (b) obtains the prior written consent of the Indemnitee,
which shall not be unreasonably withheld or delayed. If the Indemnitee defends
such

action, such Indemnitee shall not enter into any resolution or other compromise
of such action unless such Indemnitee obtains the consent of Indemnitor, which
shall not be unreasonably withheld or delayed. The party defending the action
shall keep the other parties informed on an ongoing basis of the status of such
Third Party Action and shall deliver to such other parties copies of all
documents relating to the Third Party Action as the other parties may reasonably
request. The party assuming such defense shall receive from the other parties
all necessary and reasonable cooperation in the defense of a Third Party Action
including, but not limited to, the services of employees of such other parties
who are familiar with the events or circumstances out of which any such Third

Party Action may have arisen.

7.6. The indemnifications contained in this Section 7 shall survive

expiration or termination of this Agreement.

8. INFRINGEMENT

In the event that any party hereto obtains knowledge of any infringement or misappropriation by a Third Party of the Intellectual Property rights relating to the Centocor Technology (an "Infringement"), such party shall inform the

other parties promptly of such Infringement and provide the other parties with any available evidence of such Infringement or misappropriation. WELLCOME shall have the right but not the obligation to prosecute at its own cost and expense any claim of Infringement of the Intellectual Property rights relating to the Centocor Technology. If WELLCOME does not commence action against an infringer within ninety (90) days after learning of the Infringement, CENTOCOR or CBV may commence action against the infringer. At the reasonable request of the party filing suit, the other parties, at their own expense, will provide reasonable assistance, including, without limitation, permitting the use of their respective names in all

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suits and signing all necessary documents if appropriate to the situation. Any recovery in any action brought in accordance with this section shall be applied first to costs incurred by the party bringing suit, and then to the costs of the party or parties providing assistance as contemplated by this Section 8, with

the remainder to be retained by the party bringing the action.

9. TERM AND TERMINATION

9.1. Subject to the provisions of this Section 9, the license granted by

this Agreement shall take effect on the date hereof, and shall continue until the expiration of the Supply Agreement, including all renewals and extensions thereof, or for such shorter period as may be prescribed by applicable Law. Notwithstanding the foregoing, the license granted by this Agreement shall continue in full force and effect as an irrevocable license, which license shall continue in perpetuity or such shorter period as may be prescribed by applicable Law, upon the occurrence of any of the following events:

9.1.1. WELLCOME terminates the Supply Agreement pursuant to Sections 26.1.2, 26.1.3, 26.1.4, 26.1.6, 26.1.7 or 26.3 thereof;

9.1.2. WELLCOME terminates (a) the Development Agreement pursuant

to Sections 9.2.2 or 9.4 thereof and (b) the Supply Agreement pursuant to

Section 26.1.1 thereof;
- -----

9.1.3. CENTOCOR terminates the Supply Agreement other than pursuant to Section 26.3 thereof; or

9.1.4. CENTOCOR terminates the Development Agreement other than pursuant to Section 9.4 thereof.

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9.2. CENTOCOR or CBV, prior to the date on which the license granted hereunder becomes perpetual pursuant to Section 9.1 hereof, may give notice in

writing to WELLCOME terminating this Agreement within sixty (60) days if WELLCOME is in material breach of its obligations hereunder and fails to remedy such breach within such sixty (60) day period. WELLCOME may give notice in writing to CENTOCOR terminating this Agreement within sixty (60) days if CENTOCOR or CBV is in material breach of its obligations hereunder and fails to remedy such breach within such sixty (60) day period. No such termination, however, shall release any of the parties from any obligations hereunder incurred prior to such termination.

9.2.1. If any of the following events occurs prior to the date on which the license granted hereunder becomes perpetual pursuant to Section 9.1

hereof, CENTOCOR and CBV shall be entitled, by written notice to take effect immediately, to terminate the license granted by this Agreement:

9.2.2. WELLCOME terminates the Supply Agreement pursuant to Sections 26.1.5, 26.1.8 or 26.2 thereof; or

9.2.3. CENTOCOR terminates the Supply Agreement pursuant to Section 26.3 thereof.

9.3. WELLCOME reserves the right to terminate this Agreement at any time for any reason provided that reasonable prior written notice is given to CENTOCOR.

9.4. Upon termination of this Agreement by CENTOCOR or the expiration of this Agreement in accordance with the terms hereof, other than for breach by CENTOCOR or CBV, WELLCOME shall instruct the Escrow Agent to return the Escrow Materials to CENTOCOR.

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10. MISCELLANEOUS

10.1. Entire Agreement. This Agreement and the other Alliance Documents

constitute the entire understanding of the parties with respect to the subject matter contained herein and supersede any prior understandings and agreements among them respecting such subject matter including, without limitation, the Letter of Intent between CENTOCOR and WELLCOME dated September 16, 1993; provided, however, the confidentiality agreement between WELLCOME and CENTOCOR

dated September 14, 1993 shall in all cases remain in full force and effect in accordance with its terms.

10.2. Amendments. This Agreement may be amended and supplemented only by

a written instrument duly executed by each of the parties.

10.3. Headings. The headings in this Agreement are for convenience of

reference only and shall not affect its interpretation.

10.4. Gender; Number. Words of gender may be read as masculine, feminine,

or neuter, as required by context. Words of number may be read as singular or plural, as required by context.

10.5. Appendices; Exhibits; and Schedules. All appendices, exhibits and

schedules referred to herein form an integral part of this Agreement and are incorporated into this Agreement by such reference.

10.6. Severability. If any provision of this Agreement or the application

thereof to any Person or circumstance is held illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall not affect any other provision hereof.

This Agreement shall, in such circumstances, be deemed modified to the extent necessary to render enforceable the provisions hereof to the fullest extent permitted by Law.

10.7. Remedies. Each of CENTOCOR and CBV on the one hand, and WELLCOME

and BW on the other, stipulates that the remedies at law of the other in the event of any Default or threatened Default in the performance of or compliance with any of the terms of this Agreement are not and will not be adequate and that, to the fullest extent permitted by Law, such terms may be specifically enforced by a decree for specific performance of any agreement contained herein

or by an injunction against any violation of any terms hereof or otherwise.

10.8. Joint and Several Liability. CENTOCOR and CBV shall be jointly and

severally responsible and liable for all of their respective obligations to
WELLCOME arising under this Agreement. WFL and BW shall be jointly and severally
liable for all of their respective obligations to CENTOCOR or CBV arising under
this Agreement.

10.9. Notices. All notices and other communications hereunder shall be in

writing and shall be given to the Person either personally or by sending a copy
thereof by first class United States express mail, postage prepaid and
return-receipt requested, or by a nationally-recognized courier service
guaranteeing next-day delivery, charges prepaid, or by telecopier (with the
original sent by either of the foregoing manners), to such Person's address (or
to such Person's telecopier number). All notices shall be deemed to have been
given to the Person entitled thereto when received.

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If to WELLCOME, to:

THE WELLCOME FOUNDATION LIMITED
Unicorn House, P.O. Box 129
129 Euston Road
London NW1 2BP
Attention: Company Secretary
Telecopy No.: 011-44-71-388-5462

With a copy to:

BURROUGHS WELLCOME CO.
3030 Cornwallis Road
Research Triangle Park, NC 27709
Attention: Secretary
Telecopy No.: (919) 315-0478

If to BW, to:

BURROUGHS WELLCOME CO.
3030 Cornwallis Road
Research Triangle Park, NC 27709
Attention: Secretary
Telecopy No.: (919) 315-0478

If to CENTOCOR or CBV, to:

CENTOCOR, INC.
200 Great Valley Parkway
Malvern, Pennsylvania 19355-1307

with a copy to:

Duane, Morris & Heckscher
One Liberty Place
Philadelphia, PA 19103
Attention: David C. Toner, Esquire
Telecopy No.: (215) 979-1020

Notice of any change in any such address shall also be given in the manner set forth above. Whenever the giving of notice is required, the giving of such notice may be waived by the Person entitled to receive such notice.

10.10. Waiver. No provision of this Agreement may be waived except by a

written instrument signed by the party hereto sought to be bound. No failure or delay by any party hereto in exercising any right or remedy hereunder or under applicable Law will operate as a waiver thereof, and a waiver of a particular right or remedy on one occasion will not be deemed a waiver of any other right or remedy, or a waiver on any subsequent occasion (it being understood that specific time frames for notice or actions to be taken shall be binding on the parties).

10.11. Assignment. No party hereto may assign its rights or delegate any

of its obligations hereunder without the prior written consent of the other parties, except that, without such consent, (a) WELLCOME may assign all or any part of its rights and obligations hereunder to an Affiliate of WELLCOME, including but not limited to BW, so long as WELLCOME unconditionally guarantees the obligations of such Affiliate; (b) WELLCOME may assign all of its rights and delegate all of its duties under this Agreement to the transferee of all or substantially all of the line of business of which this Agreement forms a part or by way of merger or consolidation with another company; and (c) CENTOCOR and CBV may assign all of their rights and delegate all

of their duties to a transferee of all or substantially all their assets or by way of merger or consolidation with another company. Without limiting the foregoing, all rights and obligations with respect to the subject matter of this Agreement as to the United States shall inure to the benefit of and be performed by BW, subject to such further assignments as may be permitted by this Section

10.11. If any party shall assign its rights and delegate its duties pursuant to

clauses (b) or (c) of this Section 10.11, the Person to whom such rights are

assigned and duties are delegated shall assume all of the obligations of the applicable party under this Agreement. The guarantee by WELLCOME referenced in clause (a) of this Section 10.11 is a guaranty of payment and performance, and

not of collection; and in case of a default by an Affiliate of WELLCOME to which rights have been assigned or obligations delegated pursuant to such clause (a),

CENTOCOR and CBV shall have the right to proceed first against WELLCOME without the necessity to proceed against or join such Affiliate.

10.12. Successors and Assigns. This Agreement shall bind, inure to the

benefit of, and be enforceable by the successors and permitted assigns of the parties hereto.

10.13. Governing Law. This Agreement shall be construed and enforced in

accordance with the Laws of the Commonwealth of Pennsylvania without regard to principles of conflicts of law applicable in such jurisdiction.

10.14. No Benefit to Others. The representations, warranties, covenants

and agreements contained in this Agreement are for the sole benefit of the parties hereto and their successors and permitted assigns, and they shall not be construed as conferring, and are not intended to confer, any rights on any other Person.

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10.15. Independent Contractors. It is expressly understood and agreed that

the Centocor Group and the Wellcome Group are independent contractors; neither the Centocor Group or any of its members, nor the Wellcome Group or any of its members, shall be deemed the agent of the other group or of any of its members for any purpose whatsoever, and neither the Centocor Group or any of its members, nor the Wellcome Group or any of its members, shall have authority to enter into any contract or agreement, assume any obligation or make any warranty or representation for or on behalf of the other group or any of its members. Nothing in this Agreement shall be deemed to create or constitute a partnership or the relationship of employer and employee between the Wellcome Group or any of its members on the one hand and the Centocor Group or any of its members on the other.

10.16. Confidentiality.

10.16.1. "Proprietary Information" for the purposes of this Section

10.16 means all of the Escrow Materials, with respect to which each party shall

be considered the Disclosing Party and Receiving Party for the purposes of this Section 10.16.

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10.16.2. Except as expressly provided herein otherwise, each Receiving Party shall, during the term of this Agreement including any renewals thereof, and for a period of five (5) years following expiration or the termination hereof, but in any event not for less than a period of ten (10) years, maintain the confidentiality of all Proprietary Information disclosed by the Disclosing Party hereunder and shall neither use the same except as expressly authorized by this Agreement, the Alliance Agreement or any other Alliance Document, nor disclose the same to any Third Party that is not an Affiliate of the Receiving Party without the prior written consent of the Disclosing Party. Nothing in this Section 10.16, however, shall be construed to

require any party hereto to maintain the

confidentiality and non-use of any information or material that (a) at the time of disclosure, is already in the public domain; (b) after disclosure, enters the public domain otherwise than by an act or omission of the Receiving Party in violation of the terms of this Agreement; (c) prior to disclosure under this Agreement was already in the possession of the Receiving Party or its Affiliates, provided that such information or material was not obtained, directly or indirectly, from the Disclosing Party; (d) becomes known to the Receiving Party from a Third Party, provided that such information or material was not obtained, directly or indirectly, from the Disclosing Party on a confidential basis; (e) is required in the reasonable judgment of the Receiving Party to be disclosed to a Governmental Entity in furtherance of this Agreement or the Alliance Agreement or pursuant to any Law, Governmental Entity, or Court Order; or (f) results from research or development by the Receiving Party or its Affiliates independent of disclosures from the Disclosing Party. Disclosures of Proprietary Information made prior to the date hereof shall be governed by the terms of this Section 10.16.

10.16.3. Nothing in this Section 10.16 shall prevent any party

hereto from disclosing its own information relating to its business, financial affairs, products, research development, marketing and other commercial activities to any Affiliate or any Third Party. In addition, notwithstanding the restrictions in this Section 10.16 on confidentiality and use, any party

hereto may disclose Proprietary Information which is disclosed to it hereunder to any of its Affiliates which agrees to be bound by the terms of this Section

10.16.

- -----

10.17. Continuing Obligation. Except as otherwise specifically provided

herein, neither termination nor expiration of this Agreement shall relieve any party from any obligation under this Agreement which accrued or arose from facts and circumstances in existence prior thereto.

10.18. Covenant Not to Sue. CENTOCOR and CBV agree that during the term of

this Agreement, neither they nor their Affiliates will assert or cause to be asserted against WELLCOME, its Affiliates or its sublicensees, any Intellectual Property rights not licensed hereunder that are or may be infringed by reason of the exercise by WELLCOME, its Affiliates or its sublicensees of the license granted hereunder; provided, however, nothing herein shall prohibit CENTOCOR,

CBV or their Affiliates from instituting any suit they are obligated to institute pursuant to the terms of a license agreement with a Third Party pursuant to which a license to such Intellectual Property has been granted.

10.19. Counterparts. This Agreement and any amendment or supplement hereto

may be executed in any number of counterparts and any party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. The execution of this Agreement and any such amendment or supplement by any party hereto will not become effective until counterparts hereof have been executed by all the parties hereto.

10.20. Savings Clause. Any restriction or information provision (as each

of these terms or expressions are defined in the RTPA) contained in this Agreement or in any arrangement of which this Agreement forms part by virtue of which this Agreement or any such arrangement is registrable under the RTPA shall not take effect in the United Kingdom until the day after the day on which full particulars of this Agreement (and of any such arrangement) shall have been duly furnished to the Office of Fair Trading under Section 24 of the RTPA.

10.21. Further Assurances. At the request of any party hereto, the other

parties hereto shall execute and deliver from time to time such further instruments and shall provide reasonable cooperation in such proceedings or actions as shall be necessary or reasonably appropriate to effectuate the purposes of this Agreement including, without limitation, registering or recording the rights granted hereunder; provided, however, if any party hereto

desires to notify this Agreement under Article 85(3) of the Treaty of Rome establishing the European Economic Community, such party shall give the other parties ninety (90) days prior written notice of such notification and if during such period a party shall reasonably object to such notification, the objecting

party need not cooperate in such notification and such notification shall not be implemented. Except as otherwise provided in the Alliance Documents, the executions, deliveries and cooperation of each party under this Section 10.21

shall be without further consideration and at such party's expense.

IN WITNESS WHEREOF, the parties hereto have duly caused this Agreement to be executed as of the day and year first above written by their duly authorized representatives.

FOR AND ON BEHALF OF
THE WELLCOME FOUNDATION LIMITED

By: /s/ Trevor M. Jones

Name: Trevor M. Jones

Title: Director/Research, Development

& Medical

BURROUGHS WELLCOME CO.

By: /s/ David W. Barry

Name: David W. Barry

Title: Vice President of Research,

Development and Medical

[EXECUTIONS CONTINUED]

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CENTOCOR, INC.

By: /s/ Bobba Venkatadri

Name: Bobba Venkatadri

Title: Executive Vice-President

CENTOCOR B.V.

By: /s/ David P. Holveck

Name: David P. Holveck

Title: Managing Director

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APPENDIX A

GLOSSARY OF TERMS

[See Appendix A to Alliance Agreement]

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SCHEDULE 2.1

17-1A PATENT RIGHTS

<TABLE>
<CAPTION>

Docket -----	Country -----	Title -----	Patent No. -----	Application No. -----
<S>	<C>	<C>	<C>	<C>

(**)

CTR87-25	USA	Immunoreactive	4,978,745	89 90 05201
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(**)

CTR88-48A	USA	Radiotherapeutic	5,130,166	89 91 2700.5
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</TABLE>

SCHEDULE 2.2

EXCLUDED AGREEMENTS

1. "RESEARCH AND LICENSE AGREEMENT" BETWEEN NEW YORK BLOOD CENTER AND CENTOCOR, INC. DATED AS OF MARCH 1, 1986, AS AMENDED ON JUNE 1987 AND AUGUST 24, 1988

SCHEDULE 3.1

ESCROW AGREEMENT

[See Exhibit K to the Alliance Agreement]

SCHEDULE 3.2

ESCROW MATERIALS

(**)

THE WELLCOME FOUNDATION LIMITED

AND

BURROUGHS WELLCOME CO.

and

CENTOCOR, INC.

AND

CENTOCOR B.V.

RELICENSE AGREEMENT

The Wellcome Foundation Ltd
Legal Department
Unicorn House
P O Box 129
160 Euston Road
London NW1 2BP
England

Dated: As of December 16, 1993

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RELICENSE AGREEMENT

THIS RELICENSE AGREEMENT (the "Agreement") is dated as of the 16th day
of December, 1993 by and among CENTOCOR, INC., a Pennsylvania corporation of 200
Great Valley Parkway, Malvern, Pennsylvania 19355-1307, USA ("CENTOCOR"),
CENTOCOR B.V., a Netherlands corporation of Einsteinweg 101, PO Box 251, 2300 AG
LEIDEN, the Netherlands ("CBV"), THE WELLCOME FOUNDATION LIMITED, a United
Kingdom corporation of Unicorn House, PO Box 129, 160 Euston Road, London NW1
2BP, England ("WFL"), and BURROUGHS WELLCOME CO., a North Carolina corporation
of 3030 Cornwallis Road, Research Triangle Park, NC 27709-4498, USA ("BW" and,
collectively with WFL, "WELLCOME").

W I T N E S S E T H:

WHEREAS, WELLCOME, CENTOCOR and CBV have entered into an Anti-Cancer
Alliance Agreement dated as of November 5, 1993 (the "Alliance Agreement") which
governs the parties' collaboration in the development, manufacture, marketing,
sale and distribution of products for the treatment of cancers;

WHEREAS, as contemplated by the Alliance Agreement, a Centocor Technology
License Agreement of even date herewith by and among CENTOCOR, CBV and WELLCOME

(the "License Agreement") grants WELLCOME the exclusive worldwide right and

license under the Intellectual Property rights of CENTOCOR and CBV to use the Centocor Technology (as defined in Appendix A hereto) to develop, make, have

made, use, market, promote, distribute and sell 17-1A Product and Derivative 17-1A Products; and

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WHEREAS, WELLCOME desires to grant back to CENTOCOR and CBV a license to use the Centocor Technology solely on the terms and conditions set forth below;

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, do hereby agree as follows:

1. DEFINITIONS

Capitalized terms not otherwise defined herein shall have the meanings set forth in Appendix A hereto.

2. GRANT OF LICENSE

In consideration for the covenants and agreements set forth in the other Alliance Documents, and subject to the terms and conditions set forth in this Agreement and the limitations expressly imposed by the License Agreement, WELLCOME hereby grants CENTOCOR and CBV an exclusive (including, without limitation, as to WELLCOME and its Affiliates) worldwide, royalty-free license, with the right to sublicense, under all of WELLCOME'S rights in the Centocor Technology pursuant to the License Agreement, to develop, use, make and sell 17-1A Product solely (a) for Clinical Trials conducted in accordance with the Development Agreement; (b) for delivery to or at the instruction of WELLCOME in accordance with the Supply Agreement; and (c) for delivery to or at the instruction of a Permitted Distributor in such Permitted Distributor's territory as authorized by the Supply Agreement.

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3. TERM; TERMINATION

3.1. The license granted by this Agreement shall take effect on the date hereof and shall be perpetual unless terminated in accordance with the terms of this Section 3.

3.2. CENTOCOR may give notice in writing to WELLCOME terminating this Agreement within sixty (60) days if WELLCOME is in material breach of its obligations hereunder and fails to remedy such breach within such sixty (60) day period. WELLCOME may give notice in writing to CENTOCOR terminating this Agreement within sixty (60) days if CENTOCOR or CBV is in material breach of its obligations hereunder and fails to remedy such breach within such sixty (60) day period. No such termination, however, shall release any of the parties from any obligations hereunder incurred prior to such termination.

3.3. In addition to the provisions of Section 3.2 hereof, WELLCOME reserves

the right to terminate this Agreement by written notice to take effect immediately upon the occurrence of any of the following events:

3.3.1. WELLCOME terminates the Supply Agreement pursuant to Sections

26.1.2, 26.1.3, 26.1.4, 26.1.6, 26.1.7 or 26.3 thereof;
- -----

3.3.2. WELLCOME terminates (a) the Development Agreement pursuant to
Sections 9.2.2 or 9.4 thereof and (b) the Supply Agreement pursuant to Section

26.1.1 thereof;
- -----

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3.3.3. CENTOCOR terminates the Supply Agreement other than pursuant
to Section 26.3 thereof;

3.3.4. CENTOCOR terminates the Development Agreement other than
pursuant to Section 9.4 thereof; or

3.3.5. The License Agreement expires or is terminated for any cause
or for no cause;

provided, however, termination pursuant to this Section 3.3 shall not affect

CENTOCOR'S and CBV'S license under this Agreement to develop, make and sell
17-1A Product, in each case solely for delivery to or at the instruction of
Ajinomoto or its successor in the Ajinomoto Territory (excluding the Former
Ajinomoto Territory, as defined in Section 4.1 of the Supply Agreement, to the

extent Ajinomoto's successor in such Former Ajinomoto Territory is WELLCOME or a
WELLCOME Affiliate).

4. REPRESENTATIONS AND WARRANTIES -----

4.1. Representations and Warranties of CENTOCOR and CBV. As a material

inducement to WELLCOME to enter into this Agreement and to consummate the transactions contemplated hereby, CENTOCOR and CBV hereby represent and warrant to WELLCOME as follows, which representations and warranties shall survive the execution and delivery of this Agreement:

4.1.1. Organization and Good Standing. Each of CENTOCOR and CBV is a

corporation duly organized, validly existing, and in good standing under the Laws of the jurisdiction of its incorporation with the requisite power and authority (corporate or otherwise) to carry on its business as presently

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being conducted and as proposed to be conducted pursuant to the Alliance Agreement, and to own and operate its properties and assets.

4.1.2. Corporate Power and Authority; Enforceability. Each of CENTOCOR

and CBV has the requisite power and authority (corporate and otherwise) to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby. The execution, delivery and performance by CENTOCOR and CBV of this Agreement and the consummation by CENTOCOR and CBV of the transactions contemplated hereby have been duly authorized by all necessary action (corporate or otherwise) on the part of CENTOCOR and CBV. This Agreement constitutes a legal, valid and binding obligation of each of CENTOCOR and CBV, enforceable in accordance with its terms.

4.1.3. Validity of Contemplated Transactions. The execution, delivery

and performance by CENTOCOR and CBV of this Agreement, and the consummation by CENTOCOR and CBV of the transactions contemplated hereby, do not (a) violate or contravene any provision of CENTOCOR'S or CBV'S charter or bylaws; (b) violate, breach, conflict with, constitute a Default under, cause the acceleration of any payments pursuant to, or otherwise impair the good standing, validity, or effectiveness of, any agreement, contract, indenture, lease, license, or mortgage to which CENTOCOR or CBV is a party or by which CENTOCOR or CBV is bound; (c) subject any of CENTOCOR'S or CBV'S properties or assets to any Lien or to any indenture, mortgage, contract, commitment, or agreement (other than this Agreement) to which CENTOCOR or CBV is a party or by which CENTOCOR or CBV or any of CENTOCOR'S or CBV'S properties or assets are bound; (d) violate any provision of any Law, Permit or Court Order

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applicable to CENTOCOR or CBV; or (e) require any Permit or Required Consent of any Governmental Entity to be obtained by CENTOCOR or CBV which has not been obtained.

4.1.4. Litigation; Compliance with Laws. There is no Litigation

pending or, to CENTOCOR'S or CBV'S knowledge, threatened against or related to CENTOCOR or CBV, nor any failure to comply with, violation of or any Default under, any Law, Permit or Court Order applicable to CENTOCOR or CBV, in each case which might have a material adverse effect on the ability of CENTOCOR or CBV to execute, deliver and perform this Agreement or on the ability of CENTOCOR or CBV to consummate the transactions contemplated hereby.

4.2. Representations and Warranties of WFL and BW. As a material

inducement to CENTOCOR and CBV to enter into this Agreement and to consummate the transactions contemplated hereby, WFL and BW hereby jointly and severally represent and warrant to CENTOCOR and CBV as follows, which representations and warranties shall survive the execution and delivery of this Agreement:

4.2.1. Organization and Good Standing. Each of WFL and BW is a

corporation duly organized and validly existing under the Laws of the jurisdiction of its incorporation, with the requisite power and authority (corporate or otherwise) to carry on its business as presently being conducted and as proposed to be conducted pursuant to the Alliance Agreement, and to own and operate its properties and assets.

4.2.2. Corporate Power and Authority; Enforceability. Each of WFL and

BW has the requisite power and authority (corporate and otherwise) to execute, deliver and

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perform this Agreement and to consummate the transactions contemplated hereby. The execution, delivery and performance by WFL and BW of this Agreement and the consummation by WFL and BW of the transactions contemplated hereby have been duly authorized by all necessary action (corporate or otherwise) on the part of WFL and BW. This Agreement constitutes a legal, valid and binding obligation of WFL and BW, enforceable in accordance with its terms.

4.2.3. Validity of Contemplated Transactions. The execution, delivery

and performance by WFL and BW of this Agreement, and the consummation by WFL and BW of the transactions contemplated hereby, do not (a) violate or contravene any provision of WFL'S or BW'S charter or bylaws; (b) violate, breach, conflict with, constitute a Default under, cause the acceleration of any payments pursuant to, or otherwise impair the good standing, validity, or effectiveness of, any agreement, contract, indenture, lease, license, or mortgage to which WFL or BW is a party or by which WFL or BW is bound; (c) violate any provision of any Law, Permit or Court Order applicable to WFL or BW; or (d) require any Permit or Required Consent of any Governmental Entity to be obtained by WFL and BW which has not been obtained.

4.2.4. Litigation; Compliance with Laws. There is no Litigation

pending or, to WFL'S or BW'S knowledge, threatened against or related to WFL or BW, nor any failure to comply with, violation of or any Default under, any Law, Permit or Court Order applicable to WFL or BW, in each case which might have a material adverse effect on the ability of WFL or BW to execute, deliver and perform this Agreement or on the ability of WFL or BW to consummate the transactions contemplated hereby.

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5. PROPRIETARY RIGHTS; WARRANTY DISCLAIMER

5.1. WELLCOME agrees that, for so long as this Agreement is in effect, it shall take no action that materially impairs its ability to grant and continue the license contemplated by this Agreement; provided, however, nothing herein

shall require WELLCOME to maintain the License Agreement in effect.

5.2. Except as provided in Section 5.1 hereof, WELLCOME makes no

representation or warranty with respect to the Centocor Technology. WITHOUT LIMITING THE FOREGOING, WELLCOME EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY CONCERNING WELLCOME'S TITLE TO, OR RIGHT TO GRANT LICENSES OR SUBLICENSES IN THE CENTOCOR TECHNOLOGY, ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTY OF MERCHANTABILITY.

6. INFRINGEMENT

6.1. In the event that any party hereto obtains knowledge of any infringement or misappropriation by a Third Party of the Intellectual Property rights relating to the Centocor Technology (an "Infringement"), such party shall

inform the other parties promptly of such Infringement and provide the other parties with any available evidence of such Infringement or misappropriation. CENTOCOR and CBV shall have the right but not the obligation to prosecute at their own cost and expense any claim of Infringement of the Intellectual Property rights relating to the Centocor Technology. If both CENTOCOR and CBV fail to commence any action against an infringer within ninety (90) days after either obtains knowledge of the infringement, WELLCOME may commence action against the infringer. At the reasonable request of the

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party filing suit, the other parties, at their own expense, will provide reasonable assistance, including, without limitation, permitting the use of their respective names in all suits and signing all necessary documents if appropriate to the situation. Any recovery in any action brought in accordance with this section shall be applied first to costs incurred by the party bringing suit, and then to the costs of the party or parties providing assistance as contemplated by this Section 6, with the remainder to be retained by the party

bringing the suit.

6.2. WELLCOME agrees that, so long as this Agreement remains in effect, it shall not exercise its right under Section 8 of the License Agreement to bring

suit for Infringement (as defined therein).

7. INDEMNIFICATION

7.1. Subject to compliance by the applicable Indemnitee (as defined below) with its obligations set forth in Sections 7.4 and 7.5 hereof, CENTOCOR

and CBV shall defend, indemnify and hold WELLCOME and its Affiliates and the respective directors, officers, employees and agents of WELLCOME and its Affiliates, harmless from and against any and all Losses arising out of, relating to or resulting from the breach by CENTOCOR and CBV of any of their representations, warranties and covenants contained within this Agreement.

7.2. Subject to compliance by the applicable Indemnitee (as defined below) with its obligations set forth in Sections 7.4 and 7.5 hereof, WELLCOME shall

defend, indemnify and hold CENTOCOR, CBV and their Affiliates and the respective directors, officers, employees and agents of CENTOCOR and CBV and their

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Affiliates, harmless from and against any and all Losses arising out of, relating to or resulting from the breach by WELLCOME of any of its representations, warranties and covenants contained in this Agreement.

7.3. "Indemnitor" means CENTOCOR and CBV with respect to Section 7.1 hereof

and WELLCOME with respect to Section 7.2 hereof. "Indemnitee" means any of

WELLCOME and its Affiliates and the respective directors, officers, employees and agents of WELLCOME and its Affiliates with respect to Section 7.1 hereof and

any of CENTOCOR, CBV and their Affiliates and the respective directors, officers, employees and agents of CENTOCOR, CBV and their Affiliates with respect to Section 7.2 hereof.

7.4. Notice. Promptly after receipt by an Indemnitee of written notice of

the commencement of any suit, audit, demand, judgment, action, investigation or proceeding relating to a Loss (a "Third Party Action"), or promptly after an

Indemnitee incurs a Loss or has knowledge of the existence of a Loss, such Indemnitee will, if a claim with respect thereto is to be made against Indemnitor due to Indemnitor's obligation to provide indemnification hereunder,

give Indemnitor written notice of such Loss or the commencement of such Third Party Action; provided, however, the failure to provide such notice within a

reasonable period of time shall not relieve Indemnitor of any of its obligations hereunder except to the extent it is prejudiced by such failure.

7.5. Defense. The Indemnitor shall control the defense and settlement of a

Third Party Action, except that the applicable Indemnitee may assume such defense provided that the obligation of the Indemnitor to pay the attorneys' fees of such

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Indemnitee shall cease upon such election. If the Indemnitor defends such action, it shall not enter into any resolution or other compromise of such action unless (a) it pays in cash or posts an adequate bond for the payment of the amount of such resolution or other compromise and obtains a complete release of the Indemnitee or (b) obtains the prior written consent of the Indemnitee, which shall not be unreasonably withheld or delayed. If the Indemnitee defends such action, such Indemnitee shall not enter into any resolution or other compromise of such action unless such Indemnitee obtains the consent of the Indemnitor, which shall not be unreasonably withheld or delayed. The party defending the action shall keep the other parties informed on an ongoing basis of the status of such Third Party Action and shall deliver to such other parties copies of all documents relating to the Third Party Action as the other parties may reasonably request. The party assuming such defense shall receive from the others all necessary and reasonable cooperation in the defense of a Third Party Action including, but not limited to, the services of employees of such other parties who are familiar with the events or circumstances out of which any such Third Party Action may have arisen.

7.6. The indemnifications contained in this Section 7 shall survive

expiration or termination of this Agreement.

8. MISCELLANEOUS

8.1. Entire Agreement. This Agreement and the other Alliance Documents

constitute the entire understanding of the parties with respect to the subject matter contained herein and supersede any prior understandings and agreements among them respecting such subject matter including, without limitation, the

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Letter of Intent between CENTOCOR and WFL dated September 16, 1993; provided,

however, the confidentiality agreement between WFL and CENTOCOR dated September

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14, 1993 shall in all cases remain in full force and effect in accordance with its terms.

8.2. Amendments. This Agreement may be amended and supplemented only by a

written instrument duly executed by each of the parties.

8.3. Headings. The headings in this Agreement are for convenience of

reference only and shall not affect its interpretation.

8.4. Gender; Number. Words of gender may be read as masculine, feminine,

or neuter, as required by context. Words of number may be read as singular or plural, as required by context.

8.5. Appendices; Exhibits; and Schedules. All appendices, exhibits and

schedules referred to herein form an integral part of this Agreement and are incorporated into this Agreement by such reference.

8.6. Severability. If any provision of this Agreement or the application

thereof to any Person or circumstance is held illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall not affect any other provision hereof. This Agreement shall, in such circumstances, be deemed modified to the extent necessary to render enforceable the provisions hereof to the fullest extent permitted by Law.

8.7. Remedies. Each of CENTOCOR and CBV on the one hand, and WFL and BW on

the other, stipulates that the remedies at law

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of the other in the event of any default or threatened default in the performance of or compliance with any of the terms of this Agreement are not and will not be adequate and that, to the fullest extent permitted by Law, such terms may be specifically enforced by a decree for specific performance of any agreement contained herein or by an injunction against any violation of any terms hereof or otherwise.

8.8. Joint and Several Liability. CENTOCOR and CBV shall be jointly and

severally responsible and liable for all of their respective obligations to WELLCOME arising under this Agreement. WFL and BW shall be jointly and severally liable for all of their respective obligations to CENTOCOR or CBV arising under this Agreement.

8.9. Notices. All notices and other communications hereunder shall be in

writing and shall be given to the Person either personally or by sending a copy

thereof by first class United States express mail, postage prepaid and return-receipt requested, or by a nationally-recognized courier service guaranteeing next-day delivery, charges prepaid, or by telecopier (with the original sent by either of the foregoing manners), to such Person's address (or to such Person's telecopier number). All notices shall be deemed to have been given to the Person entitled thereto when received.

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If to WFL, to:

THE WELLCOME FOUNDATION LIMITED
Unicorn House, P.O. Box 129
129 Euston Road
London NW1 2BP
Attention: Company Secretary
Telecopy No.: 011-44-71-388-5462

With a copy to:

BURROUGHS WELLCOME CO.
3030 Cornwallis Road
Research Triangle Park, NC 27709
Attention: Secretary
Telecopy No.: (919) 315-0478

If to BW, to:

BURROUGHS WELLCOME CO.
3030 Cornwallis Road
Research Triangle Park, NC 27709
Attention: Secretary
Telecopy No.: (919) 315-0478

If to CENTOCOR or CBV, to:

CENTOCOR, INC.
200 Great Valley Parkway
Malvern, Pennsylvania 19355-1307
Attention: Corporate Secretary
Telecopy No.: (215) 651-6100

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with a copy to:

Duane, Morris & Heckscher
One Liberty Place
Philadelphia, PA 19103
Attention: David C. Toner, Esquire
Telecopy No.: (215) 979-1020

Notice of any change in any such address shall also be given in the manner set forth above. Whenever the giving of notice is required, the giving of such notice may be waived by the Person entitled to receive such notice.

8.10. Waiver. No provision of this Agreement may be waived except by a

written instrument signed by the party hereto sought to be bound. No failure or delay by any party hereto in exercising any right or remedy hereunder or under applicable Law will operate as a waiver thereof, and a waiver of a particular right or remedy on one occasion will not be deemed a waiver of any other right or remedy, or a waiver on any subsequent occasion (it being understood that specific time frames for notice or actions to be taken shall be binding on the parties).

8.11. Assignment. No party hereto may assign its rights or delegate any

of its obligations hereunder without the prior written consent of the other parties, except that, without such consent, (a) WFL may assign all or any part of its rights and obligations hereunder to an Affiliate of WFL, including but not limited to BW, so long as WFL unconditionally guarantees the obligations of such Affiliate; (b) WFL and BW may assign all of their rights and delegate all of their duties under this

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Agreement to the transferee of all or substantially all of the line of business of which this Agreement forms a part or by way of merger or consolidation with another company; and (c) CENTOCOR and CBV may assign all of their rights and delegate all of their duties under this Agreement to a transferee of all or substantially all their assets or by way of merger or consolidation with another company. Without limiting the foregoing, all rights and obligations with respect to the subject matter of this Agreement as to the United States shall inure to the benefit of and be performed by BW, subject to such further assignments as may be permitted by this Section 8.11. If any party shall assign

its rights and delegate its duties pursuant to clauses (b) or (c) of this

Section 8.11, the Person to whom such rights are assigned and duties are

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delegated shall assume all of the obligations of the applicable party under this Agreement. The guarantee by WELLCOME referenced in clause (a) of this Section

8.11 is a guaranty of payment and performance, and not of collection; and in

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case of a default by an Affiliate of WELLCOME to which rights have been assigned or obligations delegated pursuant to such clause (a), CENTOCOR and CBV shall

have the right to proceed first against WELLCOME without the necessity to proceed against or join such Affiliate.

8.12. Successors and Assigns. This Agreement shall bind, inure to the

benefit of, and be enforceable by the successors and permitted assigns of the parties hereto.

8.13. Governing Law. This Agreement shall be construed and enforced in

accordance with the Laws of the Commonwealth of Pennsylvania without regard to principles of conflicts of law applicable in such jurisdiction.

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8.14. No Benefit to Others. The representations, warranties, covenants

and agreements contained in this Agreement are for the sole benefit of the parties hereto and their successors and permitted assigns, and they shall not be construed as conferring, and are not intended to confer, any rights on any other Person.

8.15. Further Assurances. At the request of any party hereto, the other

parties hereto shall execute and deliver from time to time such further instruments and shall provide reasonable cooperation in such proceedings or actions as shall be necessary or reasonably appropriate to effectuate the purposes of this Agreement including, without limitation, registering or recording the rights granted hereunder; provided, however, if any party hereto

desires to notify this Agreement under Article 85(3) of the Treaty of Rome establishing the European Economic Community, such party shall give the other parties ninety (90) days prior written notice of such notification and if during such period a party shall reasonably object to such notification, the objecting party need not cooperate in such notification and such notification shall not be implemented. Except as otherwise provided in the Alliance Documents, the executions, deliveries and cooperation of each party under this Section 8.15

shall be without further consideration and at such party's expense.

8.16. Confidentiality.

8.16.1. "Proprietary Information," for the purposes of this Section

8.16, means the Centocor Technology provided by WELLCOME to CENTOCOR or CBV in

accordance with this Agreement.

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8.16.2. Except as expressly provided herein otherwise, each Receiving Party shall, during the term of this Agreement including any renewals thereof, and for a period of five (5) years following expiration or the termination hereof, but in any event not for less than a period of ten (10)

years, maintain the confidentiality of all Proprietary Information disclosed by the Disclosing Party hereunder and shall neither use the same except as expressly authorized by this Agreement, the Alliance Agreement or any other Alliance Document, nor disclose the same to any Third Party that is not an Affiliate of the Receiving Party without the prior written consent of the Disclosing Party. Nothing in this Section 8.16, however, shall be construed to

require any party hereto to maintain the confidentiality and non-use of any information or material that (a) at the time of disclosure, is already in the public domain; (b) after disclosure, enters the public domain otherwise than by an act or omission of the Receiving Party in violation of the terms of this Agreement; (c) prior to disclosure under this Agreement was already in the possession of the Receiving Party or its Affiliates, provided that such information or material was not obtained, directly or indirectly, from the Disclosing Party; (d) becomes known to the Receiving Party from a Third Party, provided that such information or material was not obtained, directly or indirectly, from the Disclosing Party on a confidential basis; (e) is required in the reasonable judgment of the Receiving Party to be disclosed to a Governmental Entity in furtherance of this Agreement or the Alliance Agreement or pursuant to any Law, Governmental Entity, or Court Order; or (f) results from research or development by the Receiving Party or its Affiliates independent of disclosures from the Disclosing Party. Disclosures of Proprietary Information made prior to the

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date hereof shall be governed by the terms of this Section 8.16.

8.16.3. Nothing in this Section 8.16 shall prevent any party hereto

from disclosing its own information relating to its business, financial affairs, products, research development, marketing and other commercial activities to any Affiliate or any Third Party. In addition, notwithstanding the restrictions in this Section 8.16 on confidentiality and use, any party hereto may disclose

Proprietary Information which is disclosed to it hereunder to any of its Affiliates which agrees to be bound by the terms of this Section 8.16.

8.17. Continuing Obligation. Except as otherwise specifically provided

herein, neither termination nor expiration of this Agreement shall relieve any party from any obligation under this Agreement which accrued or arose from facts and circumstances in existence prior thereto.

8.18. Covenant Not to Sue. WELLCOME agrees that during the term of this

Agreement it will not assert or cause to be asserted against CENTOCOR, its Affiliates or its sublicensees, any Intellectual Property rights not licensed hereunder that are or may be infringed by reason of the exercise by CENTOCOR, its Affiliates or its sublicensees of the license granted hereunder; provided,

however, nothing herein shall prohibit WELLCOME from instituting any suit which
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it is obligated to institute pursuant to the terms of a license agreement with a
Third Party pursuant to which a license to such Intellectual Property has been
granted.

8.19. Counterparts. This Agreement and any amendment or supplement hereto

may be executed in any number of counterparts

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and any party hereto may execute any such counterpart, each of which when
executed and delivered shall be deemed to be an original and all of which
counterparts taken together shall constitute but one and the same instrument.
The execution of this Agreement and any such amendment or supplement by any
party hereto will not become effective until counterparts hereof have been
executed by all the parties hereto.

8.20. Savings Clause. Any restriction or information provision (as each

of these terms or expressions are defined in the RTPA) contained in this
Agreement or in any arrangement of which this Agreement forms part by virtue of
which this Agreement or any such arrangement is registrable under the RTPA shall
not take effect in the United Kingdom until the day after the day on which full
particulars of this Agreement (and of any such arrangement) shall have been duly
furnished to the Office of Fair Trading under Section 24 of the RTPA.

8.21. Independent Contractors. It is expressly understood and agreed that

the Centocor Group and the Wellcome Group are independent contractors; neither
the Centocor Group or any of its members, nor the Wellcome Group or any of its
members, shall be deemed the agent of the other group or of any of its members
for any purpose whatsoever, and neither the Centocor Group or any of its
members, nor the Wellcome Group or any of its members, shall have authority to
enter into any contract or agreement, assume any obligation or make any warranty
or representation for or on behalf of the other group or any of its members.
Nothing in this Agreement shall be deemed to create or constitute a partnership

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or the relationship of employer and employee between the Wellcome Group or any
of its members on the one hand and the Centocor Group or any of its members on
the other.

IN WITNESS WHEREOF, the parties hereto have cause this Agreement to be
executed as of the day and year first above written by their duly authorized
representatives.

FOR AND ON BEHALF OF

THE WELLCOME FOUNDATION LIMITED

By: /s/ Trevor M. Jones

Name: Trevor M. Jones

Title: Director/Research, Development &

Medical

BURROUGHS WELLCOME CO.

By: /s/ David W. Barry

Name: David W. Barry

Title: Vice President of Research,

Development and Medical

[EXECUTIONS CONTINUED]

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CENTOCOR, INC.

By: /s/ Bobba Venkatadri

Name: Bobba Venkatadri

Title: Executive Vice-President

CENTOCOR B.V.

By: /s/ David P. Holveck

Name: David P. Holveck

Title: Managing Director

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APPENDIX A

GLOSSARY OF TERMS

[See Appendix A to Alliance Agreement]

THE REGISTRANT HAS REQUESTED CONFIDENTIAL TREATMENT FOR CERTAIN PORTIONS OF THE ATTACHED DOCUMENT. "APPENDIX A: GLOSSARY OF TERMS." THOSE PORTIONS HAVE BEEN OMITTED FROM THIS COPY OF THE DOCUMENT AT THE PLACES INDICATED BY DOUBLE ASTERISKS (**); AND HAVE BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

APPENDIX A

GLOSSARY OF TERMS

1. "17-1A ANTIBODY" means an unconjugated murine monoclonal antibody that

is produced by the Centocor Hybridoma, binds to an epitope of the 17-1A Antigen and has the characteristics more fully set forth in Herlyn et. al., Proc. Natl. Acad. Sci., 76(3) 1438-1442, March 1979.

2. "17-1A ANTIGEN" means the 37 kilodalton cell surface glycoprotein

containing two asparagine-linked (N. Linked) carbohydrate chains and expressed on colorectal tissue.

3. "17-1A PRODUCT" means a pharmaceutical product that includes as its

active ingredient the 17-1A Antibody.

4. "17-1A PRODUCT SPECIFICATION" means the specification for the Pre

Formulated Bulk Antibody and the Final 17-1A Product set out in Schedule 8.3 of

the Supply Agreement as such specification may be modified from time to time by the Product Committee or as such specification may be modified as required by applicable Regulatory Authorities.

5. "ADVERSE REACTIONS" means side effects, injury, toxicity or sensitivity

reactions including unexpected increased incidence and severity thereof associated with commercial or clinical uses, studies, investigations or tests with the 17-1A Product or the 17-1A Antibody inside or outside the Territory.

6. "AFFILIATE" of a particular Person means any other Person which,

directly or indirectly, controls, is controlled by, or is under common control with such particular Person. The term

"control" (including, with correlative meaning, the terms "controlled by" and

"under common control with"), as used with respect to any Person, means the

possession, directly or indirectly, of the power to elect forty percent (40%) or more of the board of directors, or to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise; provided, however, BURROUGHS WELLCOME

INDIA LTD, WELLCOME PAKISTAN LTD, and BURROUGHS WELLCOME INDONESIA LTD shall be considered to be Affiliates of WELLCOME.

7. "AJINOMOTO" means Ajinomoto Co., Inc., a Japanese corporation.

8. "AJINOMOTO AGREEMENT" means the distribution agreement by and between

CENTOCOR and Ajinomoto dated as of March 31, 1987.

9. "AJINOMOTO TERRITORY" means Japan, the Republic of Korea, the People's

Republic of China and Taiwan.

10. "ALLIANCE AGREEMENT" means that certain Anti-Cancer Alliance Agreement

dated as of November 5, 1993 among WELLCOME, BW, CENTOCOR and CBV.

11. "ALLIANCE DOCUMENTS" means, collectively, the Alliance Agreement, the

Supply Agreement, the Development Agreement, the Manufacturing Technology Option, the Cancer Products Agreement, the Novation, the License, the Relicense, the Escrow Agreement, the Wellcome House Mark Agreement, the Trademark Agreement, the Stock Purchase Agreement, the Registration Rights Agreement and the Hybridoma Letter.

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12. "APHIS" means the United States Animal and Plant Health Inspection

Service or any successor entity.

13. "BANKRUPTCY CODE" means the United States Bankruptcy Code of 1978, as

amended or supplemented from time to time, or any successor or substitute Laws.

14. "BIOLOGICAL PRODUCT" means a polypeptide or protein for therapeutic

use or otherwise and including, without limitation, Cancer Antibodies, the 17-1A

15. "BUSINESS DAY" means any day which is not a Saturday, Sunday, or a day

on which banks in the Commonwealth of Pennsylvania or the United Kingdom are
authorized to close.

16. "BW" means Burroughs Wellcome Co., a North Carolina corporation and a
--
wholly-owned subsidiary of WFL.

17. "CANCER ANTIBODY" means a monoclonal antibody produced from a Cancer

Product Cell Line, or from a cell line derived from a Cancer Product Cell Line,
including, without limitation, a chimeric, murine or humanized antibody, and any
fragments thereof, whether or not conjugated, directly or indirectly, to
radionuclide, toxin, drugs, enzymes or otherwise.

18. "CANCER PRODUCT" means a pharmaceutical product containing as an

active ingredient a Cancer Antibody.

19. "CANCER PRODUCT AGREEMENT" means the Cancer Product Option Agreement

among CENTOCOR, CBV and WELLCOME.

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20. "CANCER PRODUCT CELL LINE" means a cell line of CENTOCOR or cell line

licensed to CENTOCOR under a Cancer Product Contract that has the designation
(**).

21. "CANCER PRODUCT CONTRACT" means an agreement by which a Licensor has

granted CENTOCOR or CBV rights to enable CENTOCOR or CBV to use Licensor IP in
the development, manufacture, production, marketing and/or sale of a Cancer
Product.

22. "CANCER PRODUCT INFORMATION" with respect to any Cancer Product

Contract, means technical data, information and Know-how, including information
concerning the derivation and properties of the applicable Cancer Product Cell
Line and the sequence and properties of the applicable Cancer Antibody, that
have been reduced to writing and that are owned by CENTOCOR or its Affiliates,
or in which CENTOCOR or its Affiliates have rights assignable or sublicensable
to WELLCOME.

23. "CANCER PRODUCT IP" means any Intellectual Property of CENTOCOR or its

Affiliates, or Intellectual Property to which CENTOCOR or its Affiliates have rights assignable or sublicensable to WELLCOME, necessary or useful to develop, make, have made, use, market, sell or otherwise dispose of Cancer Products, together with the related Licensor IP including, without limitation, improvements to or trade secrets embodied in a Cancer Product Cell Line, but excluding any Trademarks and any Manufacturing IP.

24. "CBV" means Centocor B.V., a Netherlands corporation and a

wholly-owned subsidiary of CENTOCOR.

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25. "CENTOCOR" means Centocor, Inc., a Pennsylvania corporation.

26. "CENTOCOR GROUP" means CENTOCOR, CBV and their respective Affiliates.

27. "CENTOCOR HYBRIDOMA" means the hybridoma cell line known as (**) .

28. "CENTOCOR METHODOLOGY" means the methods, assays and analytical

procedures, equipment specifications, manufacturing instructions, standard operating instructions and procedures, process operating procedures and techniques currently used by CENTOCOR and CBV in Filling and Capping.

29. "CENTOCOR TECHNOLOGY" means all Know-how and other Intellectual

Property, together with all Improvements, owned by CENTOCOR or its Affiliates, or licensed to CENTOCOR or its Affiliates with the right of sublicense, relating to the development, manufacture, use, marketing and sale of the 17-1A Product or Derivative 17-1A Products, including, without limitation, the Manufacturing Technology and information and materials described in Schedule 3.2 attached to

the License; provided, however, Centocor Technology shall in no event include

any Know-how or other Intellectual Property licensed by CENTOCOR under the Wistar License or under any other rights the sublicense of which would give rise to an obligation on the part of CENTOCOR or its Affiliates to pay additional royalties to any Third Party.

30. "CENTOCOR TRADEMARKS" means the Panorex Trademarks and such other

Trademarks as CENTOCOR may use from time to time, or as may be applied for or registered by CENTOCOR, in countries in the Territory in connection with the manufacture, use, packaging,

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promotion, marketing, sale and distribution of the 17-1A Product including, but not limited to, those Trademarks set forth on Exhibits 1.2 and 1.3 to the

Trademark Agreement.

31. "CGMP REGULATIONS" means those manufacturing practice regulations set

forth in Current Good Manufacturing Practices for Finished Pharmaceuticals, 21 C.F.R. (S) 211, as the same may be amended from time to time.

32. "CLINICAL INFORMATION" means the information made available by

CENTOCOR to WELLCOME pursuant to Section 12 of the Development Agreement.

33. "CLINICAL TRIAL MATERIAL" means material prepared for use or used in

Clinical Trials of the safety and efficacy of the 17-1A Product or such other Biological Product (as the context requires).

34. "CLINICAL TRIALS" means trials involving administration of the 17-1A

Product or such other Biological Product (as the context requires) to humans to obtain statistically meaningful results.

35. "CONDUCTED CLINICAL TRIALS" means those Clinical Trials conducted by

or on behalf of CENTOCOR and described on Schedule 12.1 to the Development

Agreement.

36. "COPYRIGHTS" means registered copyrights, copyright applications and

unregistered copyrights.

37. "COUNTRY MARKETING PLANS" means the marketing plans developed from

time to time for countries in the Territory in accordance with the provisions of the Supply Agreement.

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38. "COURT ORDER" means any judgment, decree, writ, injunction, order or

ruling of any Governmental Entity.

39. "CPMP" means the Committee for Proprietary Medicinal Products of the

European Community.

40. "CURRENCY GAIN OR LOSS" means, if the price paid to WELLCOME is in a

currency (the "Customer Currency") different from the currency in which the

Interim Price is paid to CENTOCOR (the "Wellcome Currency"), the adjustment to

Net Sales will be made to reflect the difference between:

(a) the exchange rate between the Customer Currency and the Wellcome
Currency prevailing at the time of payment of the Interim Price, and

(b) the exchange rate between the Customer Currency and the Wellcome
Currency prevailing at the time of the applicable sale.

If the value of the Customer Currency in the Wellcome Currency is less at the
time described in clause (b), then, at the time described in clause (a), the Net

Sales will be reduced. If the value of the Customer Currency in the Wellcome
Currency is more at the time described in clause (b) then, at the time described

in clause (a), the Net Sales will be increased.

41. "DATE OF REGULATORY APPROVAL" means the date of issuance of Regulatory

Approval for Targeted Indications in the applicable country, with respect to the
17-1A Product, or of other Regulatory Approval with respect to any other
Biological Product.

42. "DEFAULT" means (a) a breach of or default under any contract,

agreement, document or instrument; (b) the occurrence of an event with which the
passage of time or the giving of

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notice or both would constitute a breach of or default under any contract,
agreement, document or instrument; or (c) the occurrence of an event that (with
or without the passage of time or the giving of notice or both) would give rise
to a right of damages, specific performance, termination, renegotiation or
acceleration under any contract, agreement, document or instrument.

43. "DERIVATIVE 17-1A ANTIBODY" means a monoclonal antibody, whether

murine, chimerized, humanized or otherwise, including, but not limited to,
fragments of any of the foregoing, that is expressed from the DNA which encodes
the 17-1A Antibody in whole or in part, but shall not include the 17-1A
Antibody.

44. "DERIVATIVE 17-1A PRODUCT" means a pharmaceutical product containing

as its active ingredient Derivative 17-1A Antibody.

45. "DEVELOPMENT AGREEMENT" means the Clinical and Regulatory Development

Agreement by and among WELLCOME, BW, CENTOCOR and CBV.

46. "DISCLOSING PARTY" means a party who discloses Proprietary Information

to a Receiving Party.

47. "DOLLARS" or "\$" means United States Dollars.

48. "ENVIRONMENTAL LAWS" means all Laws and Regulations of any

Governmental Entity relating to pollution, safety or protection of human health
or the environment (including, without limitation, ambient air, surface water,
groundwater, land surface or subsurface strata), including, without limitation,
the Comprehensive Environmental Response, Compensation, and Liability

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Act, 42 U.S.C.A. (S) (S) 9601 et seq., the Resource Conservation and Recovery
-- ---

Act, 42 U.S.C.A. (S) (S) 6901 et seq., the Clean Water Act, 33 U.S.C.A. (S) (S)
-- ---

1251 et seq., the Clean Air Act 42 U.S.C.A. (S) (S) 7401 et seq., the Occupational
-- ---

Safety and Health Act, 29 U.S.C.A. (S) (S) 651 et seq., Atomic Energy Act of 1954,
-- ---

42 U.S.C.A. (S) (S) 3011 et seq., The Environmental Protection Act, The
-- ---

Environmental Protection General Provisions Act, Decree Environmental Impact
Assessment, Air Pollution Act, The Surface Water Pollution Act, The Waste Act
and Chemical Waste Act, The Soil Pollution Act, The Soil Clean-up Act, The
Nuisance Act, The Environmentally Hazardous Substance Act and any other foreign,
state and local counterparts to each of the foregoing, and other Laws and
Regulations relating to Materials of Environmental Concern or otherwise relating
to the manufacture, possession, distribution, use, treatment, storage, disposal,
transport or handling of, or emissions, spills, leaks, discharges, releases or
threatened releases of, Materials of Environmental Concern. "MATERIALS OF

ENVIRONMENTAL CONCERN" means (a) hazardous or toxic wastes, substances or

materials; (b) contaminants, solid wastes, petroleum, asbestos, polychlorinated
biphenyls or any other substance regulated by any Environmental Law; and (c)
material that is a source, special nuclear or by-product material, as defined by
the Atomic Energy Act of 1954, 42 U.S.C.A. (S) (S) 3011 et seq., and the

Regulations promulgated with respect thereto.

49. "ESCROW AGREEMENT" means one or more escrow agreements by and among

one or more of CBV, CENTOCOR, WELLCOME, BW and an Escrow Agent.

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50. "ESCROW MATERIALS" means the documents deposited by CENTOCOR and its

Affiliates with an Escrow Agent in accordance with an Escrow Agreement.

51. "EXCHANGE ACT" means the Securities Exchange Act of 1934, as amended,

and the Regulations promulgated thereunder or with respect thereto, or any
successor or substitute Laws.

52. "F&C TECHNICAL INFORMATION" means any technical data, formulations,

formulae, methods, materials, assays, assay methods and materials, information,
design, including specifications, of all pertinent equipment, facilities, and
utility services, knowledge and experience with respect to any and all of the
processes of handling of frozen concentrate of the Pre Formulated Bulk Antibody,
thawing the Pre Formulated Bulk Antibody for quality control and for production,
the reconstitution, dilution and final formulation thereof, and filling into
vials, including, but not limited to, any and all samples, techniques,
processes, instructions, directions, laboratory scale-up data, instrumentation
and any and all necessary safety data, handling instructions, and instructions,
whether or not currently employed by CENTOCOR and CBV at the Leiden Facility,
necessary or appropriate for Filling and Capping and the assistance which
WELLCOME and BW require to enable complete and successful replication at the
Greenville Facility of Filling and Capping such that Final 17-1A Product, which
meets in all respects the Final 17-1A Product Specification, is produced at the
Greenville Facility from Pre Formulated Bulk Antibody.

53. "F&C TECHNICAL PROGRAM" means the program set forth in Schedule 12.1

of the Supply Agreement which will provide for the transfer of the F&C Technical
Information.

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54. "FDA" means the United States Food and Drug Administration or any

successor agency.

55. "FILLING AND CAPPING" means the process of producing Final 17-1A

Product from Pre Formulated Bulk Antibody.

56. "FINAL 17-1A PRODUCT" means 17-1A Product which has been put into

vials and packaged into boxes and is duly labeled in accordance with the 17-1A Product Specification, using the Centocor Trademarks, the Wellcome Indicia and the Wellcome House Marks.

57. "FIRM ORDER" means an order by WELLCOME or any WELLCOME Affiliate in

writing on its purchase order form, which, if in compliance with Section 6 of

the Supply Agreement, shall on receipt thereof by CENTOCOR constitute a binding order for Salable 17-1A Product.

58. "FIRST COMMERCIAL SALE" means the date on which Final 17-1A Product

(or other Biological Products, as applicable) is delivered to a Third Party pursuant to a binding agreement of sale (which may consist of an invoice acknowledging a purchase order) in the applicable country in the Territory following the Date of Regulatory Approval in such country or, if no such approval is required, following the date on which the Product Committee (in the case of Final 17-1A Product) or WELLCOME (in the case of other Biological Products) determines to launch the 17-1A Product (or such other Biological Products, as applicable) in such country.

59. "FISCAL YEAR" means, with respect to any party, the period which

constitutes such party's accounting period for annual reports.

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60. "GAAP" means generally accepted accounting principles as practiced in

the United States.

61. "GOVERNMENTAL ENTITY" means any nation or government, any state or

other political subdivision thereof, any Person and any combination of any of the foregoing exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, and any Affiliate of any of the foregoing.

62. "GREENVILLE FACILITY" means the BW facility at Greenville, North

Carolina, or such other WELLCOME facility as may be designated by WELLCOME from time to time.

63. "HEREOF" and words of similar import as used in any Alliance Document

means the applicable Alliance Document in its entirety and not any particular article, section or paragraph of such Alliance Document unless so specifically

stated.

64. "HYBRIDOMA LETTER" means the letter agreement among WELLCOME, CENTOCOR

and CBV relating to the delivery of the Centocor Hybridoma.

65. "IMPROVEMENTS," with respect to a technology, means those

modifications to such technology which confer an improvement to the design,
technology, process or product as measured by its cost, quality, reliability or
acceptability to Regulatory Authorities.

66. "INTELLECTUAL PROPERTY" means, collectively, all Copyrights, Patents,

Trademarks, tradenames, registrations and applications for any of the foregoing,
trade secrets, Know-how,

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technology, formulae, processes, research, technical and other data, and other
similar intangible assets, cell line and other tangible materials embodying any
of the foregoing.

67. "KNOW-HOW" means all technical directions, raw materials lists,

intermediate and final product specifications, analytical know-how, show-how,
formulae, procedures, designs, protocols, manufacturing instructions, validation
reports, standards, other directions in any form and similar intellectual
property rights.

68. "KNOWN" or "TO THE KNOWLEDGE" or "TO THE BEST KNOWLEDGE" or words of

similar import with respect to any Person means the knowledge of any officer,
director or manager who reports to an officer of such Person or an Affiliate of
such Person, and the knowledge which such an officer, director or manager would
have if he or she had performed an inquiry in connection with this Agreement in
a reasonably diligent manner.

69. "LABELED INDICATIONS" means indications that are on a package insert

as usages approved by the applicable Regulatory Authority.

70. "LAUNCH" means the date of First Commercial Sale by WELLCOME in the

applicable country in the Territory.

71. "LAW" or "REGULATION" means any applicable law, statute, ordinance,

governmental regulation, order, decree, edict, directive, guidance or other
requirement of any Governmental Entity, including, without limitation,

Environmental Laws and those covering health, transportation, bribery, recordkeeping, zoning, employment, tax, anti-discrimination, antitrust, wage and hour, and price and wage control matters.

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72. "LEIDEN FACILITY" means the (a) CBV facility at Einsteinweg 101, P.O. -----
Box 251, 2300 AG Leiden, the Netherlands, at which CBV produces the 17-1A Product (the "Original Leiden Facility") or (b) such other facility of CENTOCOR -----
or CBV at which the 17-1A Product is produced such that any such 17-1A Product (x) has the same Regulatory Approvals as 17-1A Product produced at the Original Leiden Facility and any successor thereto and (y) will have the same benefit of any future Regulatory Approvals as does 17-1A Product produced at the Original Leiden Facility or any successor thereto, it being the intent of the parties that any transfer of production of 17-1A Product from the Original Leiden Facility to any other Leiden Facility shall be permitted only to the extent that such transfer does not interfere with, or delay or increase the cost to, WELLCOME and its Affiliates of the Target Program, any Post Target Program, Filling and Capping at the Greenville Facility or the promotion, marketing, sale and distribution of Final 17-1A Product in the Territory.

73. "LICENSE" means the Centocor Technology License Agreement by and among -----
CENTOCOR, CBV, WELLCOME and BW.

74. "LICENSE HOLDER" means, with respect to a particular country, the -----
Person (a) in whose name Regulatory Approvals have been issued and (b) who bears responsibility to Regulatory Authorities with respect to such Regulatory Approvals.

75. "LICENSOR" with respect to each Cancer Product Contract means the -----
party granting CENTOCOR rights under the Cancer Product Contract with respect to the applicable Cancer Antibody and/or Cancer Product, or any party to whom Licensor has assigned or might in the future assign its rights under such Cancer Product Contract.

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76. "LICENSOR IP" with respect to a Cancer Product means the Cancer -----
Product Cell Line and other Intellectual Property to which Licensor granted CENTOCOR a license under the applicable Cancer Product Contract.

77. "LIEN" means any mortgage, lien, security interest, pledge, negative -----
pledge, encumbrance, assessment, title retention agreement, restriction or

restraint on transfer, defect of title, charge in the nature of a lien or security interest, or option (whether consensual, statutory or otherwise).

78. "LITIGATION" means any action, lawsuit, arbitration, criminal

prosecution, tax audit, administrative or other proceeding or, with respect to any Governmental Entity, any investigation or inquiry.

79. "LOSS" means any and all damages, losses, obligations, deficiencies,

liabilities, claims, Liens, penalties, fines, costs and expenses, including reasonable attorneys', accountants', experts' and other consultants' fees and disbursements.

80. "MANUFACTURING IP" means any Intellectual Property of CENTOCOR or its

Affiliates, or to which CENTOCOR or its Affiliates have rights assignable or sublicensable to WELLCOME or its Affiliates, applicable to the Manufacturing Technology.

81. "MANUFACTURING TECHNOLOGY" means the processes and technologies

described in Schedule 1 to the Manufacturing Technology Option, together with

any Improvements thereto reduced to practice by CENTOCOR or CBV on or before December 1, 1995.

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82. "MANUFACTURING TECHNOLOGY OPTION" means the Manufacturing Technology

Option Agreement by and among CENTOCOR, CBV, WELLCOME and BW.

83. "MARKETING PLANS" means the marketing plans developed from time to

time for the overall marketing strategy for the Final 17-1A Product in accordance with the provisions of the Supply Agreement.

84. "NET SALES" of any product means

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85. "NORTH AMERICA" means the United States and Canada.

86. "NOVATION" means the Novation and Cell Line Release Agreement among

WELLCOME, WISTAR, CENTOCOR and CBV.

87. "OVERSIGHT COMMITTEE" means the Oversight Committee established under

the provisions of the Development Agreement.

88. "PANOREX TRADEMARKS" means the Panorex Trademark as set forth on

Exhibit 1.3 of the Trademark Agreement and any other CENTOCOR Trademark used

currently or in the future in conjunction solely with the 17-1A Product and with
no other products or services manufactured, provided, marketed or sold by
CENTOCOR or its Affiliates or licensees.

89. "PATENTS" means all letters patent and pending applications for

patents of the United States and all countries foreign thereto, including
regional patents, certificates of invention and utility models, rights of
license or otherwise to or under letters patent, certificates of invention and
utility models which have been opened for public inspection and all reissues,
divisions, continuations, continuations-in-part, extensions (including, without
limitation, any extensions thereof under the United States Patent Term
Restoration Act or otherwise), substitutions, renewals, confirmations,
supplementary

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protection certificates, registrations, revalidations or additions of any of the
foregoing, as applicable.

90. "PERMITTED DISTRIBUTOR" means (a) Ajinomoto pursuant to the Ajinomoto

Agreement in the Ajinomoto Territory, (b) a successor or successors to Ajinomoto
in the Former Ajinomoto Territory (as permitted by Section 4.1 of the Supply

Agreement), or (c) CENTOCOR or such other party that is distributing the 17-1A
Product in a country in the Territory pursuant to the authority granted in
Section 3.3 of the Supply Agreement.

91. "PERMITS" means any and all licenses, franchises, permits, easements,

rights, consents, orders, approvals and other authorizations of or issued by any
Governmental Entity.

92. "PERSON" means an individual, sole proprietorship, corporation,

partnership, joint venture, association, trust, or any other entity or

organization, including, without limitation, a Governmental Entity.

93. "PLA SUBMISSION" means the final Product License Application and

Establishment License Application required for Regulatory Approval in the United States, including all necessary environmental impact statements.

94. "POST TARGET PROGRAM" means, as more fully set forth in Section 10 of

the Development Agreement, a clinical and regulatory development program for a country with respect to the 17-1A Product, subsequent to obtaining Regulatory Approval of the Targeted Indications in such country.

95. "PRE FORMULATED BULK ANTIBODY" means 17-1A Antibody which has been

purified and which requires for processing into

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Final 17-1A Product only thawing, diluting, final formulation, filling, capping, labeling the primary container and completing all secondary packaging.

96. "PRODUCT COMMITTEE" means the Product Committee established under the

provisions of the Development Agreement.

97. "PURCHASE PRICE" means the purchase price paid for 17-1A Product

calculated in accordance with Section 7 of the Supply Agreement.

98. "QUARTER" means a three-month period beginning on the first day of

March, June, September, or December, or, upon written notice by WELLCOME, such other three-month periods as may correspond to WELLCOME'S fiscal quarters.

99. "RECEIVING PARTY" means a party who receives Proprietary Information

from a Disclosing Party.

100. "REGISTRATION RIGHTS AGREEMENT" means the Registration Rights

Agreement by and between WELLCOME and CENTOCOR.

101. "REGULATORY ADJUNCT" means any governmental or quasi-governmental body

or any independent private body, including, but not limited to, FDA Advisory Committees, Institutional Review Boards ("IRBs") and the Data Safety and

Monitoring Board ("DSMB"), which in the ordinary course, takes part in, comments

upon or reviews clinical or regulatory development of a pharmaceutical or Biological Product.

102. "REGULATORY APPROVAL" for a country in the Territory means all

necessary or appropriate approvals, licenses, permits, registrations and authorizations of the applicable Regulatory

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Authority with respect to the production and release of the 17-1A Product (or such other Biological Product as the context requires) for sale in such country and the marketing, promotion, importation, commercial sale and distribution of the 17-1A Product (or such other Biological Product as the context requires) in such country, including, but not limited to, any pricing or reimbursement scheme approvals.

103. "REGULATORY AUTHORITY" for a country in the Territory means the

relevant, competent, governmental health authority or authorities and governing body or bodies in such country (including, but not limited to, the FDA, USDA, and APHIS) having jurisdiction with respect to the clinical development, promotion, marketing, sale or distribution of a monoclonal antibody product with therapeutic indications.

104. "RELICENSE" means the Relicense Agreement among WELLCOME, BW, CENTOCOR

and CBV.

105. "REQUIRED CONSENTS" means any and all licenses, waivers, consents,

approvals or notifications of or from any Governmental Entity, including the expiration of any periods of time under statutory or regulatory notice provisions without action on the part of any Governmental Entity, and any and all approvals, consents or waivers from other parties to assignments, leases, licenses, sublicenses, franchises, permits, indentures, contracts and other instruments necessary or appropriate to consummate the transactions as contemplated hereby and by any schedule or exhibit hereto.

106. "RTPA" means the Restrictive Trade Practices Act 1976 of the United

Kingdom.

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107. "SALABLE 17-1A PRODUCT" means Final 17-1A Product and Pre Formulated

Bulk Antibody.

108. "STABILITY STUDIES" means studies to determine the degradation or rate

of degradation of a pharmaceutical product over a defined period in a defined
environment.

109. "STOCK PURCHASE AGREEMENT" means the Stock Purchase Agreement by and

between CENTOCOR and WELLCOME.

110. "SUBSIDIARIES" means, with respect to a Person, any corporation or

other entity in which fifty percent (50%) or more of the equity interests are
owned by such Person.

111. "SUPPLY AGREEMENT" means the Supply, Distribution and Sales Agreement

by and among WELLCOME, BW, CENTOCOR and CBV.

112. "TARGET PROGRAM" means, as more fully set forth in Section 7 of the

Development Agreement, a clinical and regulatory development program for the
17-1A Product, which program shall conclude with respect to a country upon
obtaining Regulatory Approval for the Targeted Indications in such country,
except as provided in the Supply Agreement.

113. "TARGETED INDICATIONS" means Labeled Indications for use as adjuvant

therapy for colon or colorectal carcinoma in humans, in accordance with the
classifications of the applicable Regulatory Authority, or such other Labeled
Indications as the Product Committee may, from time to time, determine.

114. "TERRITORY" means the entire world excluding Japan, the Republic of

Korea, the People's Republic of China and Taiwan.

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115. "THIRD PARTY" means a Person other than WELLCOME, BW, CENTOCOR, CBV

and their respective Affiliates, as the context requires.

116. "TRADEMARK AGREEMENT" means the Trademark Agreement by and among

CENTOCOR, BW and WELLCOME relating to the Centocor Trademarks.

117. "TRADEMARKS" means registered trademarks, registered service marks,

trademark and service mark applications and unregistered trademarks and service
marks.

118. "USDA" means the United States Department of Agriculture or any

successor entity.

119. "UNITED STATES" means the United States of America, its territories

and possessions.

120. "WELLCOME" means either (a) WFL or (b) WFL and BW, as the context of a

particular Alliance Document requires.

121. "WELLCOME GROUP" means WFL, BW and their respective Affiliates.

122. "WELLCOME HOUSE MARK" means the WELLCOME Trademark attached to the

Wellcome House Mark Agreement as Exhibit 1.2 thereof.

123. "WELLCOME HOUSE MARK AGREEMENT" means the Wellcome House Mark

Agreement by and among CENTOCOR, CBV and WELLCOME.

124. "WELLCOME INDICIA" means all the indications applied to the Final

17-1A Product or promotional materials which state a

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connection between the 17-1A Product and WELLCOME, Indicia selected by WELLCOME
which is applied to the Final 17-1A Product label, the Wellcome House Mark and
the WELLCOME Trademarks set out in Exhibit 1.3 to the Wellcome House Mark

Agreement.

125. "WELLCOME PURCHASE ORDER" means the purchase order sent by WELLCOME or

its Affiliates when it places a Firm Order from time to time for supply by
CENTOCOR of Salable 17-1A Product.

126. "WELLCOME'S STANDARD TERMS AND CONDITIONS OF PURCHASE" means the

purchase terms set out in Schedule 5.3 to the Supply Agreement as may be

modified from time to time.

127. "WFL" means The Wellcome Foundation Limited, a United Kingdom

corporation.

128. "WISTAR" means the Wistar Institute of Anatomy and Biology, a

Pennsylvania not-for-profit corporation.

129. "WISTAR HYBRIDOMA" means the hybridoma cell line delivered to CENTOCOR

under the Wistar License, from which was derived the Centocor Hybridoma.

130. "WISTAR IP" means the Intellectual Property licensed by WISTAR to

CENTOCOR under the Wistar License.

131. "WISTAR LICENSE" means the Basic Patent and Cell Line License

Agreement dated September 6, 1988 by and between WISTAR and CENTOCOR.

132. "WISTAR RIGHTS" means the Intellectual Property rights relating to the

17-1A Product granted to CENTOCOR pursuant to the Wistar License.