

Mrs Wally Speywood papers

GRO-C

78/11

NOTE OF A MEETING AT BPL TO DISCUSS THE BPL/SPEYWOOD COLLABORATION
ON POLYELECTROLYTE FRACTIONATION. 12 JULY 1981.

Present: Dr M Harvey (BPL)
Mr D Williams (Speywood)
Dr D Walford (DHSS)

The purpose of the meeting was to investigate Speywood's complaint, made at an earlier meeting with the Department on 22 July 1981, that BPL was being dilatory in pursuing its collaborative work with Speywood on polyelectrolyte fractionation.

Mr Williams explained that the contract for 6 months collaborative work at BPL had long since expired. Collaboration was continuing, but on an informal basis. There was now a need to amend the original contract document to extend its term and to include a clause relating to the application of polyelectrolyte technology to plasma protein fractionation, with special reference to Factor VIII but also to the extraction of other (including new) products.

Since it was now likely that financial backing for Speywood would be forthcoming from Prutec and NEB, it was probable that a new company would be formed, namely Speywood Holdings Ltd, and the new company would be the party to any amended contract.

During the course of the discussion, Speywood reiterated the point/that the existing agreement with BPL permitted Speywood to market human Factor VIIIc in the NHS if BPL was unable to meet the NHS demand. Mr Williams maintained that, although when the original agreement was drawn up, Speywood would not have been in the position of being able to manufacture human Factor VIIIc, it had always been Speywood's intention to procure the manufacture of human Factor VIIIc overseas in order to import and sell it in the UK. Mr Williams pointed to paras 6.1 and 6.2 in the appendix to the original contract as being those paragraphs which conferred these rights on Speywood. If this should be the correct interpretation of those paragraphs, this would seem to conflict with the interpretation given in Mr Sharp's minute to Mr Hart of 17 November 1980, just prior to the signing of the agreement. Mr Williams proposes to seek clarification from the Department of the wording of these two paragraphs. One of the most important points to emerge from the meeting was that, unknown to both Speywood and to the Department, BPL had been engaging in talks with Monsanto with a view to collaborating in certain development work using polyelectrolytes and were at the stage of considering a draft contract which had been prepared by Monsanto. Apparently, this draft contract is entirely unacceptable to BPL and talks are to continue. Mr Williams expressed dismay at the possible involvement of Monsanto and suggested that such collaboration with Monsanto, if it were to give rise to a product which was patented by Monsanto, could result in both Speywood and the Secretary of State having to pay royalties to Monsanto. If, on the other hand, Speywood and BPL could together produce a patentable product, then the payment by the Secretary of State to Speywood in respect of crown use of Speywood's technical information (para 7 of the appendix to the contract) would no longer be required.

Although unhappy to do so, Speywood agreed to take part in tripartite talks between BPL, Monsanto and themselves. It was pointed out that, because of the Secretary of State's interest, the Department would need to attend. A tentative date for this meeting was 21 September.

It was agreed that Mr Williams would prepare, as soon as possible, a list of amendments to the contract. He would send the amendments to BPL for their comments and for onward transmission to the Department.

DW
13 August 1981

cc Mr Godfrey
Mr Wrigglesworth
Mr Nunn ✓
Mr Sloggem
Mr Weston
Mr Nightingale