

92-00320 FL BD

November 10, 1950

Vandiver Brown

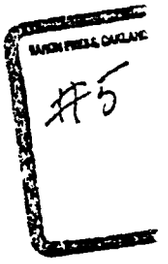
Publication of Test Results - Saranac

In your memo of November 7, you mention the problem we have always had in connection with Saranac's publishing test data which we think should be kept confidential, at least for a longer period of time. I asked Dr. Lanza for some help on just what we could properly expect of Saranac and what agreement he thought would be appropriate.

Inasmuch as the Q. A. M. A. is about to enter into an arrangement with Saranac, the question is pertinent thereto.

Would you be kind enough to outline what you think would be a proper statement of agreement on this subject. For your information, the following is quoted from a blank agreement that I find in a file of material I got from Dr. Lanza a good many months ago:

"4. Information to be furnished by The Donor or its affiliated companies to the staff of The Institute and results of The Institute's studies are confidential and The Institute will use its best efforts to see that such information is not disclosed, without The Donor's written consent, to persons other than those actually engaged in the investigations under this Agreement. It is appreciated that the results of such investigations may be of public and medical interest and it is understood that The University reserves the right to have members of The Institute publish the results of the experimental studies conducted by The Institute which are of public and medical interest, but that before any of the scientific results obtained in these studies are so published, a copy of the material to be published shall be submitted to The Donor at least thirty (30) days before publication for its comments or criticism. It is also understood and agreed that The Donor, or its affiliated companies will not be identified nor will proprietary names of its or their products be used in connection with such published results without The Donor's consent."



Maybe this will be of help.

J. P. Woodard

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