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 Exhibit 10(p)  
 AGREEMENT   
  
THIS AGREEMENT made this 2 day of June, 1995, by and between ADVANCED VIRAL  
RESEARCH CORP. of Miami, Florida, Incorporated under the laws of the State of  
Delaware (the "Company"), and AVIX International Pharmaceutical Corp. with  
principal offices located at 0000 Xxxxx 0, Xxxxxxxx, Xxx Xxxxxx, organized  
under the laws of the State of New York, and with executive offices located at  
000 Xxxx 00xx Xxxxxx, 00xx Xxxxx, Xxx Xxxx, X.X. (the "Distributor").  
  
 1 The Company hereby grants to Distributor the exclusive right  
to import, warehouse, market, sell, and distribute (the "Rights") the  
pharmaceutical product known by the name "RETICULOSE" within the territories  
and countries of China, Japan, Thailand, Singapore, Hong Kong, Taiwan, and  
Malaysia, and only in such countries (the "Territory").  
  
 2. a. The Company assumes no responsibility for any misuse  
or illegal use of RETICULOSE.  
  
 b. The Company represents that the RETICULOSE sold and  
delivered to Distributor shall have shelf life of not less than thirty (30)  
months.  
  
 3. Distributor hereby accepts the Rights and, in accordance  
therewith, shall use Its best efforts to work and develop the Rights.  
  
 4. This Agreement shall remain in force and govern all  
transactions and relations between the parties hereto for a period of five (5)  
years from the time that Distributor obtains the Approval in any country within  
the Territory (hereinafter the "Approval") (as defined at Section 10 of this  
Agreement); provided, however, in the event the Approval is not granted within  
360 days from the date hereof, this Agreement may be terminated by the Company  
at the Company's discretion, unless Distributor shall be diligently pursuing  
such Approval. If Distributor is diligently seeking Approval but has not  
obtained Approval within said 360 day period, in order for Distributor to  
maintain its rights for an additional twelve (12) months under this Agreement  
it shall make payment to Company of the sum of $8,000.00 per month for each  
month Distributor wishes to maintain the Rights during the twelve (12) month  
period, which sum shall be credited to Distributor's purchase of RETICULOSE.  
If Distributor is complying with the terms of this Agreement, including the  
purchase requirements, this Agreement will automatically extend for an  
additional five (5) five (5) year terms.  
  
 5. The Company agrees that for so long a time as Distributor  
shall continue to sell RETICULOSE in a manner and to an extent and quality  
satisfactory to the Company, and while this Agreement shall be and remain in  
effect, no other or different person, firm or corporation shall be granted the  
Rights in the Territory.  
  
 6. Upon Distributor obtaining Approval (as defined at Section 10  
to this Agreement), Distributor shall pay to the Company the sum of $500,000.00  
for volumes in milliliters listed in  
  
  
  
  
  
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Schedule "A" of RETICULOSE and an additional $500,000.00 for volumes in  
milliliters listed in Schedule "A" of RETICULOSE after one (1) year from the  
date of Approval [attached]. All other purchases of RETICULOSE shall be  
priced in accordance with Schedule B hereto [attached].  
  
 7. (a) Distributor shall purchase, at a minimum, from the  
Company, during each year of this Agreement, that amount of milliliters of  
RETICULOSE as set forth on Schedule "A to this Agreement. All purchases made  
by Distributor shall (a) be paid in cash (U.S. dollars only) in advance of the  
Company's obligation to ship RETICULOSE; or (b) be the subject of an  
Irrevocable letter of credit from a banking institution acceptable to the  
Company and with terms and conditions acceptable to the Company (the "Letter of  
Credit"). The Company shall ship RETICULOSE within ninety (90) days of receipt  
of either payment in full for the accepted purchase order of RETICULOSE or  
the establishment of the Letter of Credit. In the event the Company is unable  
to ship RETICULOSE within ninety (90) days of (a) payment being received by the  
Company therefor; or (b) the establishment of the Letter of Credit, (the "90  
Day Period"), the purchase price for the subject RETICULOSE shall be reduced by  
a factor of ten percent (10%) for every thirty (30) days which expires  
subsequent to the 90 Day Period, in addition to Distributor's rights in (c)  
below. The capacity of the Company's production is approximately 4,000,000  
milliliters per year, and no orders from Distributor for China shall exceed the  
90 day period production capacity for a period of one year.  
  
 b. In the event that Distributor fails to meet annual  
minimum purchase requirements, as set forth on Schedule "A" to this Agreement,  
the Company may, at its discretion, terminate this Agreement.  
  
 8. Distributor shall provide the Company with quarterly reports  
of Distributor's sales of RETICULOSE and with quarterly reports regarding the  
status of the Approval.  
  
 9. In the event of the termination of this Agreement by either  
party pursuant to the terms of this Agreement, the Company may, at its option,  
repurchase RETICULOSE from Distributor at the net price paid by Distributor to  
the Company, plus actual freight or shipment charges paid by Distributor. Upon  
demand and the tender by the Company of the repurchase price, Distributor shall  
be obligated to deliver such goods to the Company forthwith. Company reserves  
the right, however, to reject any RETICULOSE which does not meet Company's  
specifications for quality, identity, purity and labeling.  
  
 10. Notwithstanding anything herein contained to the contrary,  
Distributor undertakes and assumes full responsibility to secure and obtain all  
necessary and appropriate national, regional and local governmental approvals,  
licenses, permits and regulations and any other necessary documents required to  
import and distribute RETICULOSE into any country within the Territory (the  
"Approval") within 360 calendar days from the date hereof, except as otherwise  
provided in this agreement.  
  
  
  
  
  
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 11. The Company reserves the right to make any design or  
manufacturing changes which will Improve RETICULOSE appearance, quality, or  
medical effectiveness without notice to Distributor, If any such changes are  
made, there will be no obligation on the Company to make such changes upon any  
RETICULOSE previously shipped to Distributor.  
  
 12. Distributor shall NOT during the term of this Agreement sell  
any pharmaceutical product of any other manufacturer which shall in any way  
compete with the sale of RETICULOSE, as covered by this Agreement.  
  
 13. Distributor shall pay all excise or sales taxes or any taxes  
that may be required to be paid by Distributor or the Company by statute or  
regulation of any government, outside the U.S. in Distributor's territory.  
  
 14. If during the term of this Agreement Distributor shall have  
reason to believe it has KNOWLEDGE Of any claim against the Company in respect  
to transaction growing out of this Agreement, Distributor shall in writing  
notify the Company within thirty (30) days after Distributor knows or has  
reason to know the basis of any such claim. Failure to give such notice shall  
relieve the Company from any and all liability on any claim in respect of any  
transaction growing out of this Agreement, notice and full details of which are  
not given to the Company in writing within thirty (30) days after such  
termination. The provisions of this section shall survive the termination of  
other provisions of this Agreement.  
  
 15. The results of all studies, all research data and  
documentation and any research publications regarding RETICULOSE resulting from  
studies initiated by Distributor or any of Distributor's agent and in which  
Distributor has an interest, will be made available to the Company and shall be  
owned by the Company; and will be made public at the Company's discretion, and  
such studies are only permitted as part of this exclusive Agreement. The  
Company will similarly provide the Distributor with results of all tests and  
studies and other material information, excluding proprietary information  
regarding RETICULOSE.  
  
 16. Distributor shall be responsible for product liability and  
other such insurance, and Distributor shall indemnify the Company against any  
claims against the Company arising in the Territory. The Distributor shall not  
be liable to nor responsible to indemnify the Company against claims arising in  
the Territory solely as a result of the Company's negligence or willful  
misconduct. The Company shall indemnify and hold harmless the Distributor  
against any and all claims against the Distributor arising in the Territory  
resulting from the gross negligence or wilful misconduct of the Company.  
Inclusive in any payment due to the other party shall be all reasonable  
attorneys fees, costs and expenses incurred by the other party in the  
settlement of any suit, claim and or demand. The parties agree that the  
instant indemnification and hold harmless provision shall not be dischargeable  
in bankruptcy proceeding.  
  
  
  
  
  
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 17. Distributor acknowledges that Company is the owner of the  
trade names RETICULOSE and Advanced Viral Research Corp. The Company  
acknowledges that DISTRIBUTOR is the owner of the trade name AVIX INTERNATIONAL  
PHARMACEUTICAL CORP. Each party acknowledges the validity of said trade names  
or registrable trademarks and all statutory and common law rights therein and  
that the same are the property of each respective party and not the other.  
Each party shall only use such trade names or registrable trademarks of the  
other in accordance with such proper usage as may be communicated in writing  
from time to time by one party to the other.  
  
 18. This Agreement does not constitute either party hereto as the  
legal representative or agent of the other party for any purpose, nor authorize  
either party to transact any business in the name of or on account of the other  
party, not to assume or create any obligation binding upon the other party in  
any manner however, without the prior written consent of the other party.  
  
 19/ Nothing herein shall be deemed to constitute this a joint  
venture or partnership between the parties. Neither party shall have the right  
to bind the other except as expressly provided in this Agreement.  
  
 20. Miscellaneous.  
  
 a. Entire Agreement. This Agreement (including the schedules  
hereto) constitute the entire agreement between the parties hereto with respect  
to the subject matter hereof and supersedes all prior negotiations,  
understandings, agreements, arrangements and understandings, both oral and  
written, among the parties hereto with respect to such subject matter.  
  
 b. Amendment. This Agreement may not be amended or modified in  
any respect, except by the mutual written agreement of the parties hereto.  
  
 c. No Third Party Beneficiary. Nothing expressed or implied in  
this Agreement is Intended, or shall be construed, to confer upon or give any  
person, firm, corporation, partnership, association or other entity, other than  
the parties hereto and their respective successors and assigns, any rights or  
remedies under or by reason of this Agreement.  
  
 d. Waivers and Remedies. The waiver by any of the parties hereto  
of any other party's prompt and complete performance, or breach or violation,  
of any provision of this Agreement shall not operate nor be construed as a  
waiver of any subsequent breach or violation, and the waiver by any of the  
parties hereto to exercise any right or remedy which it may possess hereunder  
shall not operate nor be construed as a bar to the exercise of such right or  
remedy by such party upon the occurrence of any subsequent breach or violation.  
  
 e. Severability. The invalidity of any one or more of the words,  
phrases, sentences, clauses, sections or subsections contained in this  
Agreement shall not affect the enforceability of the remaining portions of this  
Agreement or an part hereof, all of which are inserted conditionally on  
  
  
  
  
  
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their being valid in law, and, in the event that any one or more of the words,  
phrases, sentences, clauses, emotions or subsections contained in this  
Agreement shall be declared invalid by a court of competent jurisdiction, this  
Agreement shall be construed as if such invalid word or words, phrase or  
phrases, sentence or sentences, clause or clauses, section or sections, or  
subsection or subsections had not been inserted.  
  
 f. Descriptive Headings. Descriptive headings contained  
herein are for convenience only and shall not control or affect the meaning or  
construction of any provision of this Agreement.  
  
 g. Counterparts. This Agreement may be executed in any numbers  
of counterparts and by the separate parties hereto in separate counterparts,  
each of which shall be deemed to be one and the same instrument.  
  
 h. Notices. All notices, consents, requests, instructions,  
approvals and other communications provided for herein and all legal process In  
regard hereto shall be in welting and shall be deemed to have been duly given,  
when delivered by hand or three (3) days after deposited in the United States  
mail, by registered or certified mail, return receipt requested, postage  
prepaid, as follows:  
  
 If to the Company:  
 Advanced Viral Research Corp.  
 000 Xxxxxxxx Xxxxxx  
 Xxxxx 000  
 Xxxxx, Xxxxxxx 00000  
 Attention: Xxxxxxx Xxxxxxx  
  
 If to Distributor,  
 AVIX International Pharmaceutical Corp.  
 0000 Xxxxx 0  
 Xxxxxxxx, XX 00000  
 Attention: XXXXXXX XXXXX  
  
or to such other address as any party hereto may from time to time designate in  
writing delivered In a like manner.  
  
 i. Successors and assigns. This Agreement shall be binding upon  
and shall inure to the benefit of the parties hereto and their respective  
successors and assigns. None of the parties hereto shall assign any of its  
rights or obligations hereunder unless the assignee agrees to be bound by the  
terms and conditions of this Agreement AND UNLESS THE COMPANY AGREES TO SUCH  
ASSIGNMENT.  
  
 j. Applicable Law. This Agreement shall be governed by, and  
shall be construed,  
  
  
  
  
  
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interpreted and enforced in accordance with the laws of the State of Florida.  
  
 k. Expenses. Each of the parties hereto agrees to pay all of the  
respective expenses incurred by it in connection with the negotiation,  
preparation, execution, delivery and performance of this Agreement and the  
consummation of the transactions contemplated hereby.  
  
 l. Attorneys' Fees. In the event any suit or other legal  
proceeding is brought for the enforcement of any of the provisions of this  
Agreement, the parties hereto agree that the prevailing party or parties shall  
be entitled to recover form the other party or parties upon final judgment on  
the merits reasonable attorneys' fees (and sales taxes thereon, if any),  
including attorneys' fees for any appeal, and costs incurred in bringing such  
suit or proceeding.  
  
 m. Restrictive Covenant. In the event any restrictive covenant  
of this Agreement shall be deemed unenforceable, invalid or over broad in whole  
or in part for any reason, then any court of competent jurisdiction is hereby  
authorized, requested and instructed to reform such provision(s) to provide for  
the maximum competitive restraints upon Distributor's activities (in time,  
product, geographic area and customer solicitation) which may then be legal and  
valid.  
  
 n. Agent. Neither party is hereby constituted an agent or legal  
representative of the other party hereto and neither is granted any right or  
authority hereunder to assume or create any obligation, express or implied, or  
to make any representation, covenant, warranty, or guaranty, except as  
expressly granted or made in this Agreement.  
  
 o. Force Majeure. No party shall be responsible for any  
resulting loss if the fulfillment of any of the terms or provisions of this  
Agreement are delayed, substantially compromised or prevented by riot, wars,  
acts of enemies, national emergency, strike, floods, fires, acts of God,  
statute, edict, any changing of the political status of the United States, or  
by any other cause not within the control of the party whose purposes Is  
Interfered with, which, by the exercise of reasonable diligence, such party Is  
unable to prevent whether of the close of causes enumerated above or not;  
provided, however, that if such conditions shall extend beyond six (6) months,  
then either party may cause this Agreement to be terminated and the parties  
shall take all steps necessary to effect that result.  
  
 p. Other Documents. The parties hereto shall cooperate in the  
effectuation of the transactions contemplated hereby and shall execute any and  
all additional documents and shall take such additional actions as shall be  
reasonably necessary or appropriate for such purposes.  
  
 q. Applicable Law and Venue. This Agreement shall be construed  
in accordance with and be governed by the laws of the State of Florida and the  
parties hereto agree that any suit brought hereunder shall be brought only in  
the Circuit Court for the Eleventh Judicial Circuit In and for Dade County,  
Florida and the United States District Court for the Southern District of  
Florida, Miami Division.  
  
  
  
  
  
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 r. Event of Bankruptcy. In the event the Distributor (i) files  
with any Bankruptcy Court of competent jurisdiction or is the subject of any  
petition under Title 11 of the U.S. Code, as amended, (ii) is the subject of  
any order for relief issued under such Title 11 of the U.S. Code as amended,  
(iii) files or is the subject of any petition seeking any reorganization  
arrangement, composition, readjustment, liquidation, dissolution, or similar  
relief under any present or future federal or state act or law relating to  
debtors, (iv) has sought or acquiesces In the appointment of any trustee,  
receiver, conservator or liquidator, (v) is the subject of any order, judgment  
or decree entered by any court of competent jurisdiction approving a petition  
filed against such party, for any reorganization arrangement, composition,  
readjustment, liquidation, dissolution or similar relief under any present or  
future federal or state act or law relating to bankruptcy, insolvency or relief  
from debtors, the Distributor will not object to Company's entitlement to  
relief from any automatic stay imposed by Section 382 of Title 11 of U.S. Code,  
as amended, or Company's exercise of its rights and remedies otherwise  
available to it as provided in this Agreement, at law, in equity or otherwise.  
  
 s. Public Disclosure. From and after the date hereof,  
Distributor shall not issue a press release or any other public announcement  
with respect to the transactions contemplated hereby without the prior WRITTEN  
consent of the Company, which consent shall not be unreasonably withheld or  
delayed. It is understood by Distributor that the Company is required to meet  
the requirements of the Security and Exchange Law and regulations.  
  
 THE PARTIES TO THIS AGREEMENT HAVE READ THIS AGREEMENT, HAVE  
HAD THE OPPORTUNITY TO CONSULT WITH INDEPENDENT COUNSEL OF THEIR OWN CHOICE,  
AND UNDERSTAND EACH OF THE PROVISIONS OF THIS AGREEMENT.  
  
 IN WITNESS WHEREOF, the parties hereto have hereunto set their hand  
and seals the day and year first above written.  
  
 AVIX PHARMACEUTICAL CORP.  
   
   
 By: /s/ President  
 ------------------------------------  
 Authorized Representative  
   
   
 ADVANCED VIRAL RESEARCH CORP.  
   
   
 By: /s/ Xxxxxxx Xxxxxxxxx, President   
 ------------------------------------  
 Authorized Representative  
  
  
  
  
  
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 SCHEDULE A  
  
  
  
SCHEDULE FOR CHINA ONLY  
  
BASED UPON NOTES FROM MEETING WITH XXXXXXX XXX 05-22-95  
  
1. PROPOSED PRICE PER SHOT TO XX XXX == $1.00 PER SHOT of 1/2 mL  
  
2. MINIMUM 60-90 DAY LEAD TIME  
  
3. DISCUSS FOR LATER USE OF BULK 1 LITER CONTAINERS  
 PURCHASE 1 LITER BOTTLES AND FILL INTO AMPULE IN CHINA  
  
4. IN CHINA FILL INTO 1 ML DISPOSABLE SYRINGES UNDER N2  
 FOR FUTURE POSSIBILITY.  
  
5. XX. XXX BELIEVES IT WILL TAKE 1 YEAR TO OBTAIN REGISTRATION.  
  
6. INITIAL ORDER MUST BE 1,000,000 DOSES (1/2 ML)  
  
7. COST OF EACH 1/2 ML SHOT TO AVIX FROM AVR SHALL BE $0.875 PROVIDED  
 MINIMUM ORDER SHALL BE FOR NO LESS THAN 1,000,000 SHOTS  
  
  
  
  
  
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 FOR BALANCE OF COUNTRIES EXCLUDING CHINA  
  
 SCHEDULE "B"  
  
 RETICULOSE PRICE SCHEDULE  
  
  
 SCHEDULE ESTABLISHED ON A PER ANNUM BASIS  
  
  
   
1-10,000 Milliliters . . . . . . . . . . . . . . . . . . . . . . . . . . . U.S. $6.00 per Milliliter  
10,001 - 20,000 Milliliters . . . . . . . . . . . . . . . . . . . . . . . U.S. $5.70 per Milliliter  
20,001-50,000 Milliliters . . . . . . . . . . . . . . . . . . . . . . . . . U.S. $5.40 per Milliliter  
50,001-100,000 Milliliters . . . . . . . . . . . . . . . . . . . . . . . . U.S. $5.10 per Milliliter  
100,001-200,000 Milliliters . . . . . . . . . . . . . . . . . . . . . . . . U.S. $4.80 per Milliliter  
200,001-300,000 Milliliters . . . . . . . . . . . . . . . . . . . . . . . . U.S. $4.50 per Milliliter  
300,001-1,000,000 Milliliters . . . . . . . . . . . . . . . . . . . . . . . U.S. $4.20 per Milliliter  
1,000,001-2,000,000 Milliliters . . . . . . . . . . . . . . . . . . . . . . U.S. $3.90 per Milliliter  
  
  
Multiples over two million milliliters per year, prices will be negotiable.  
  
ALL PRICES ARE F.O.B. FACTORY  
  
ALL PRICES FOR ALL ORDERS WILL BE MADE BY UNCONDITIONAL, IRREVOCABLE LETTER OF  
CREDIT, OR ADVANCE PAYMENT BY DIRECT FUNDS TRANSFER TO THE COMPANY'S BANK; ONLY  
IN U.S. DOLLARS.  
  
THE ABOVE PRICES ARE BASED UPON 2 MILLILITER AMPULES. AN ADDITIONAL DISCOUNT  
OF 15% SHALL BE APPLIED TO ANY PURCHASES IN LITER CONTAINER OR OTHER BULK  
SIZING.  
  
THE PRICING PAID BY THE DISTRIBUTOR SHALL BE BASED UPON THE PRIOR YEAR'S  
CLOSING PRICE.  
  
  
  
  
  
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