

# **Exhibit 357**

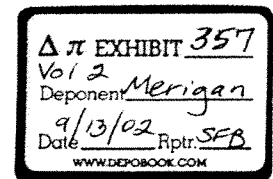
March 12, 1985

Teresa Y. Basham, Ph.D.  
Thomas C. Merigan, M.D.  
School of Medicine  
Stanford University  
Stanford, CA 94305

Dear Drs. Basham and Merigan:

Cetus Corporation is providing to you its recombinant tumor necrosis factor, human, collectively known as "Material," such term to include all copies and associated know-how and data, derivatives, parts, and progeny thereof. Certain parts of Material are considered proprietary to Cetus. Therefore, Cetus is providing the Material to you on the following conditions:

1. The Material is made available to you for investigational use only in laboratory animals or *in vitro* and will not be used in humans. You agree that you will not use the Material for any other purpose. Nothing herein shall be deemed to grant to you any rights under any patents nor any rights to use the Material for any products or processes for profit-making or commercial purposes.
2. Cetus shall be free, in its sole discretion, to distribute the Material to others and to use it for its own purposes. You agree not to transfer or disclose the Material to any person or entity other than those under your direct control and supervision and for whom you are responsible, unless you have received the prior written approval of the Director of Research and Development of Cetus and such person or entity agrees in writing to the terms of this Agreement. In addition, you will obtain the agreement of all persons under your direct control and supervision and for whom you are responsible that they are bound by the terms of this Agreement.
3. You agree that you shall have no rights to the Material, and, at the request of Cetus, you will return all Material.
4. You agree to keep Cetus informed of all uses made by you of the Material and data or information generated thereby and that Cetus shall be free to use such data and information for any purpose. You agree to treat such information as confidential.
5. In order that Cetus may make Material available to you, you agree not to perform an amino acid sequence analysis or to permit others to perform such an analysis of the Material prepared by Cetus.



Cetus Corporation, 1400 Fifty-Third Street, Emeryville, California 94608 Phone: (415) 420-3300 Telex: 4992659

Teresa Y. Basham, Ph.D.  
Thomas C. Merigan, M.D.  
March 12, 1985  
Page 2

6. You understand and agree that the Material is experimental in nature and that it is provided WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, AND WITHOUT ANY REPRESENTATION OR WARRANTY THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER RIGHT.
7. You agree that in no event shall Cetus be liable for any use of the Material or any loss, claim, damage or liability, of whatsoever kind or nature, which may arise from or in connection with this Agreement or the use, handling or storage of the Material.
8. You agree to comply with all governmental regulations and guidelines applicable to your use of the Material.
9. This Agreement is not assignable, whether by operation of law or otherwise, without the prior written consent of an officer of Cetus.
10. If a publication results from work using this material, you agree to acknowledge Cetus and/or give credit to Cetus scientists, as scientifically appropriate, based on any direct contribution they may make to the work.

Please return the original of this letter, signed on behalf of Stanford University; the copy is for your records. Material will be shipped as soon as possible upon receipt of this signed agreement.

Very truly yours,

CETUS CORPORATION




Jeffrey S. Price, Ph.D.  
Vice President, Research and Development

JSP/LL:jwd

AGREED AND ACCEPTED

Stanford University

By: 

Date: 4/2/85

AGREED TO:

Thomas C. Merigan, M.D.

By:  Date: 3/18/85