

UNIVERSITY OF WISCONSIN FOUNDATION  
MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT is made by and between Glaxo Wellcome, Inc., hereinafter referred to as the Donor, and the University of Wisconsin Foundation, a non-profit, non-stock Wisconsin Corporation, hereinafter referred to as the Foundation.

WHEREAS, the Donor wishes to institute a fund with the Foundation to be known as the Glaxo Wellcome Chair for the study of Tobacco Dependence and to assist the Director of the Center for Tobacco Research and Intervention as indicated:

- a.) Dissemination of the AHCPR Guidelines to clinicians nationwide with updates to reflect the newly available smoking cessation pharmacotherapeutic and counseling treatments. A key component to this dissemination effort will be to implement AHCPR's guidelines as the new national standard of care. These recommendations stipulate that every patient visiting a health care setting is asked if they use tobacco and, if identified as a smoker, is urged to quit and provided with the three components identified as effective smoking cessation treatments--pharmacotherapy, social support, and skills training.
- b.) Develop strategies to encourage managed care and other insurance carriers to include smoking cessation counseling and pharmacotherapies as covered services for all subscribers.
- c.) Expand CTRI's smoking cessation research program, including the development of innovative pharmacotherapies and counseling approaches.
- d.) Develop and expand public education efforts that highlight the availability of effective new therapeutic options to successfully quit smoking. Building on CTRI's reputation as a national source for such information, this will be achieved through a variety of media and other public education opportunities.

WHEREAS, the Donor wishes to initiate the Fund with a gift of \$1,000,000.00 (to be paid in four equal installments in 1997, 1998, 1999 and 2000); and

WHEREAS, the Foundation shall use so much of the Fund income as it shall from time to time determine, and at the discretion of the Foundation, part or all of any appreciation in Fund principal, for the purposes expressed herein;

NOW THEREFORE, the University of Wisconsin Foundation agrees to receive, hold, invest, reinvest, administer and distribute any and all monies received for the described Fund in accordance with the following terms and conditions:

Each year the Foundation will advise the Director of the Center for Tobacco Research and Intervention of the total amounts of support available for distribution in support of the Fund's objectives and make available such amounts to the University of Wisconsin Medical School.

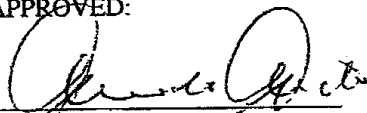
2. All monies distributed from the Fund shall be described as having been made available by the Glaxo Wellcome Chair in Medicine at the Center for Tobacco Research and Intervention Fund.
3. Additional contributions to the Fund by the Donor, or others, whether by gift, bequest or devise, may be accepted at any time with the approval of the Foundation.
4. It is understood and agreed that should the purpose for which the Fund is instituted cease to exist, the Foundation may devote the Fund to other purposes as close to the donor's original intent as it can at that time devise.

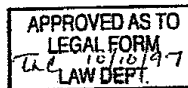
In making this gift, it is the intent of the Donor to supplement those activities that would normally be construed as the province and responsibility of the State of Wisconsin and its agencies. The support distributed by the Foundation is intended to be incremental in nature in order to provide a margin of excellence in support of the goals and objectives detailed in this Memorandum of Agreement.

It is further agreed that this memorandum imposes only contractual obligations on the use of the Fund and shall not be deemed to impose any fiduciary duties or responsibilities upon the Foundation or its officers.

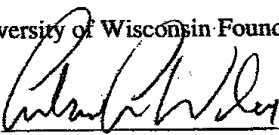
Executed this 15<sup>th</sup> day of OCTOBER, 1997.

APPROVED:

  
Glaxo Wellcome, Inc., Donor



University of Wisconsin Foundation

By:   
Andrew A. Wilcox, President  
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