

APPENDIX 1

Referred to in Introduction (v)

Principal Persons, Concerns and Organisations from whom Evidence was obtained

The British Insulin Manufacturers, *viz.*, Allen & Hanburys Ltd., Boots Pure Drug Co. Ltd., The British Drug Houses Ltd. and Burroughs Wellcome & Co.

Evans Medical Supplies Ltd.

C. L. Bencard, Esq.

Gland Supplies Ltd.

Association of British Chemical Manufacturers.

Association of British Pharmaceutical Industry.

Pharmaceutical Society of Great Britain.

National Pharmaceutical Union.

Chemists' Federation.

Proprietary Articles Trade Association.

Dr. R. D. Lawrence, M.D., F.R.C.P.

Ministry of Health.

Department of Health for Scotland.

Ministry of Health and Local Government for Northern Ireland.

Ministry of Food.

Board of Trade.

Medical Research Council and the Department of Biological Standards of the National Institute for Medical Research.

Sixteen selected Hospitals with Diabetic Clinics.

APPENDIX 2

British Insulin Prices in the United Kingdom

TABLE 1

Referred to in paragraphs 21 and 27

RETAIL PRICES OF 5 C.C. (20 UNITS PER C.C.) PACKS OF INSULIN
(UNMODIFIED), 1923 TO JULY, 1952

Date of Price Change	Standard Pack			Hospital Pack	
	A.B.	Burroughs Wellcome	Boots	A.B.	Burroughs Wellcome
Year—Month	s. d.	s. d.	s. d.	s. d.	s. d.
1923					
April ...	25 0	25 0	25 0		
July ...	17 6				
December ...			12 6		
1924					
January ...	12 6	12 6			
February ...		6 8	6 8		
April ...	6 8				
May ...		4 8	4 8		
June ...			3 0		
July ...		2 8	2 8		
October ...	2 8				
1929					
April ...					1 3
May ...		2 0	1 8		
July ...	2 0				
1932 ...					1 6
1934					
January ...	1 10	1 10	1 5		
April ...				1 5	
May ...			1 4		
October ...				1 3	
1935					
February ...			1 0		1 0
June ...		1 6			
July ...	1 6			1 0	
1941					
March ...	2 0	2 0	1 5	1 5	1 5
1942					
May ...	2 2	2 2	1 7	1 7	1 7
1943					
July ...	2 0	2 0	1 5	1 5	1 5
				(Discontinued)	
1944					
January ...	1 5	1 5			
February ...	1 3	1 3	1 3		
October ...	1 0	1 0	1 0		
1947					
February ...	1 4	1 4	1 4		
1950					
June ...	1 5½	1 5½	1 5½		

TABLE 2
Referred to in paragraphs 36, 73, 74 and 80
RETAIL PRICES OF INSULIN (ALL BRANDS AND PACKS), 1941 TO JULY, 1952

Type of Insulin	Units per c.c.	Size	Date of Price Change										
			26th March, 1941		29th May, 1942		31st March, 1943		1st January, 1944	14th February, 1944	2nd October, 1944	27th February, 1947	1st June, 1950
Unmodified Insulin ...	20	5 c.c.	*	†	*	†	*	†					
		10 c.c.	2/-	1/5	2/2	1/7	2/-	1/5	1/5	1/3	1/-	1/4	1/5½
		25 c.c.	3/6	2/4	3/10	2/8	3/6	2/4	2/4	2/2	1/10½	2/4	2/7
	40	5 c.c.	8/6	5/2	9/4	6/-	8/6	5/2	5/2	4/8	4/6	5/8	6/3
		10 c.c.	3/6	2/4	3/10	2/8	3/6	2/4	2/4	2/2	1/10½	2/4	2/7
		25 c.c.	—	4/2	7/2	4/10	6/6	4/2	4/2	3/9	3/6	4/5	4/10½
	80	5 c.c.	16/6	—	—	—	—	—	—	—	—	—	—
		10 c.c.	6/6	4/2	7/2	4/10	6/6	4/2	4/2	3/9	3/6	4/5	4/10½
		25 c.c.	—	7/10	—	9/2	—	7/10	7/10	6/9	6/8	8/6	9/5
Protamine Zinc Insulin ...	40	5 c.c.	2/10		3/2		2/10		2/10	2/6	2/4	2/9	3/-
		10 c.c.	5/2		5/10		5/2		5/2	4/5	4/5	4/9	5/3
	80	5 c.c.	5/2		5/10		5/2		5/2	4/5	4/5	4/9	5/3
Globin Insulin ...	40	5 c.c.	—		—		—		2/10	2/6	2/4	2/9	3/-
	80	5 c.c.	—		—		—		5/2	4/5	4/5	4/9	5/3

* Prices of the standard pack of the A.B. Partnership (Allen & Hanburys Ltd. and The British Drug Houses Ltd.) and Burroughs Wellcome & Co.

† Prices of the standard pack of Boots Pure Drug Co. Ltd. and of the special hospital pack, also available to the retail trade, of the A.B. Partnership and Burroughs Wellcome & Co.

Other prices common to all British brands.

DISCOUNTS, 1941 TO JULY, 1952.—To Retailers 25 per cent. To Wholesalers 25 per cent. and 10 per cent. To Hospitals, since 1st June, 1950, 25 per cent. and 10 per cent.; before 1st June, 1950, 33½ per cent.

APPENDIX 3

Referred to in paragraphs 64 and 85

REMUNERATION OF RETAIL CHEMISTS FOR SUPPLY OF INSULIN UNDER THE NATIONAL HEALTH SERVICE

The terms of remuneration for the provision of pharmaceutical services under the National Health Service in England and Wales, Scotland and Northern Ireland are determined by the responsible Ministers under enactments in force in the three respective countries.*

For the supply of drugs, including insulin, the chemist's remuneration is the equivalent of the "basic" (or "tariff") price of the drugs supplied, plus an on-cost allowance of 25 per cent., plus a dispensing fee, plus a container allowance. There are additional charges in certain cases. The chemist is also allowed, as a compensation for bad debts, to retain $\frac{1}{4}$ d. of the shilling fee paid by National Health Service patients on each prescription form.

The basic prices for a large range of drugs, including insulin, are set out in the Drug Tariffs issued by the respective authorities. They are, in effect, current commercial wholesale prices applied to retail quantities. There are very slight differences in the prices shown for insulin in the Tariffs, due to different practices followed in rounding fractions. The dispensing fee for insulin in England and Wales is 9d. per prescription if the ingredient cost does not exceed 10s. and 1s. 1d. if it does. The dispensing fee in Scotland and Northern Ireland is 1s. 2d. A special additional fee of 1s. in England and Wales, 2s. in Scotland and Northern Ireland, may be collected where the prescription is marked "Urgent" by the prescriber and is dispensed outside contract and service hours rota. The container fee is $1\frac{1}{4}$ d. in England and Wales and 2d. in Scotland and Northern Ireland.

* These are in England and Wales the National Health Service Act, 1946, the National Health Service (Amendment) Act, 1949, and the National Health Service Act, 1952; in Scotland the National Health Service (Scotland) Act, 1947, the National Health Service (Amendment) Act, 1949, and the National Health Service Act, 1952; in Northern Ireland the Health Services Act (Northern Ireland), 1948 and the Health Services Act Amendment Act (Northern Ireland), 1950, and, in each case, Regulations made thereunder.

APPENDIX 4

Referred to in paragraphs 41, 65 and 69

B.I.M. MEMORANDUM ON TECHNICAL COLLABORATION

MEMORANDUM RELATIVE TO TECHNICAL COLLABORATION ON INSULIN

(1) Members of the Collaboration

Members of the Collaboration hereinafter referred to as "member companies" are:—

Boots Pure Drug Co. Ltd.	} The A.B. Partnership
Allen & Hanburys Ltd.	
The British Drug Houses Ltd.	
Burroughs Wellcome & Co. (The Wellcome Foundation Ltd.)	

(2) Definition of the Field of Technical Collaboration

The field of technical collaboration covers:—

- (i) All aspects of research, development and production, assay (both chemical and biological), at all stages in the manufacture of insulin, its admixtures, preparations and derivatives, from the collection and preservation of pancreas glands to the finished packed product, ready for issue;
- (ii) Similarly, all aspects regarding substances having insulin-like action and properties and used principally in the treatment of diabetic complaints;
- (iii) Utilisation of by-products arising out of insulin manufacture;
- (iv) New uses for insulin and new uses for insulin-like substances so far as the uses relate to insulin-like action.

(3) Extent and Scope of the Collaboration

Collaboration between member companies will be to the fullest possible extent and with the fullest exchange of technical information through the medium of a Technical Committee. This Committee shall:—

- (a) Elect a Chairman and Secretary—a two year period of office is suggested for each.
- (b) Determine schemes of research and investigation within the field, such schemes to be approved by the B.I.M., and shall apportion the work amongst member companies in the most appropriate way.
- (c) Arrange for regular circulation of Minutes of their meetings which should normally be held quarterly.

(4) Patent Rights

- (a) Each member company shall be entitled to file a Provisional Specification for patent rights or register a design relative to any invention, discovery or modification whether appertaining to the field as defined, or having application in other fields as well without prior consultation with, or the consent of, other member companies, but should immediately after filing disclose to the other member companies, and should not proceed further without prior consultation with them. Each member company shall be responsible for all costs in connection with the filing of any patent specification taken out in its name.
- (b) Any patent or right or registration granted as under (a) above to an individual member company and coming within the scope of the field shall be made available for the duration of the patent or registration to all other member companies by a free licence for use in connection with substances in the field only. Member companies shall only be entitled to the benefit of the free licence for use in the field as defined: use outside the field shall only be on such terms as are mutually agreed between the parties concerned.

- (c) The question of foreign applications for patent or other protection and licences thereunder shall be considered in each individual case as it arises.
- (d) Joint discoveries within the field where made by all member companies shall be freely usable in all fields by all member companies.

(5) Application within the Insulin Field of "Know-How" acquired elsewhere

If free to disclose member companies undertake to reveal to each other any discovery which has application within the field, but each member company undertakes not to use any such information for any purpose outside the "insulin field" without the permission of and on such terms as are deemed appropriate by the member contributing such information.

(6) Transfer of Patent Rights, Information, and Publication of Information

Member companies shall not impart in any form information whether patentable or otherwise or grant licences under patents resulting from the technical collaboration to any party other than the member companies or their subsidiaries (as defined in clause 8) without the full consent of all the other member companies, but this shall not preclude the licensing of third parties to the use of inventions and designs discovered by individual member companies in fields outside the field as defined.

(7) Access to Plant

Each member company is entitled to free access to any member company's plant operating in the field as defined, by prior arrangement.

(8) Subsidiaries

Nothing shall prevent the imparting of information or the granting of licences to any subsidiary, as defined in the Companies Act, 1948, of a member company for use within the field by the subsidiary, but the member company giving the information shall do so only if reasonably satisfied that it will not be disclosed by the subsidiary to a third party. A member company will notify other member companies before any of its subsidiaries is likely to use information which is confidential B.I.M. matter.

(9) Period of Collaboration

The foregoing is intended to be a statement of policy which will be pursued by the member companies for a minimum period of three years, and thereafter for an indefinite period. At any time after the expiration of three years it shall be open to any member company to vary its own policy in regard to technical collaboration upon giving three months' notice in writing to all other member companies. In the event of there being any substantial change in the ownership of any member company, the other members shall be free to terminate collaboration.

July, 1949.