

to be furnished and moneys to be expended by each of the said parties, all as herein-after set forth, the first and second parties do hereby agree as follows:

1. The first party shall furnish the services of a competent chemical engineer in the person of Dr. Rittman or his successor and an assistant or assistants, in its discretion to cooperate in the development of the process and the designing and perfection of the machinery and other equipment necessary for the practice of the said process, and shall pay the salary and expenses of said chemical engineer. The salary and expenses of the said assistant or assistants furloughed for this purpose by the first party to be paid by the second party.

2. The second party, within fifteen days from the date hereof, shall provide, in the City of Pittsburgh, Pennsylvania, or elsewhere, a building suitable for the installation of a plant for putting the said process into practical operation, and shall provide in said building suitable and necessary laboratory facilities and accommodations and in consideration of the premises the second party agrees that the facilities of such laboratory, so far as may be done without interfering with the work incident to the development of the process, shall be available to other employees of the first party engaged on independent research work under the supervision of the aforesaid chemical engineer, the salaries and expenses of all such additional employees to be paid by the first party out of the funds appropriated for such purposes.

3. The second party agrees that it will install the process and work out its applicability on a commercial scale of magnitude and shall not desist therefrom without the consent of the first party until it shall have expended the sum of two hundred thousand dollars, or such part thereof as may be necessary to sufficiently demonstrate the commercial applicability of the process.

4. It is expressly agreed by and between the parties hereto that all patentable devices, improvements, processes, and developments originated by the employees of the first party or by the employees of the second party, working under the direction of the employees of the first party, shall at the option of the first party be patented in the United States and the patents assigned to the Secretary of the Interior, as trustee for the public, and the parties hereto shall, so far as possible, take appropriate steps to make this provision effective.

5. It is further expressly understood and agreed that the first party shall be at liberty to make public from time to time all such information concerning the development of the process, the details of plant construction, and methods of operation as it may consider of public benefit and essential to the understanding of the practical workings of the process by the general public: *Provided, however,* That no publication shall be made of any information acquired during the life of this agreement regarding the business or trade secrets of the second party other than as hereinbefore provided, and the second party hereby agrees that no information concerning the process, details of plant construction, or methods of operation shall be made public by it or by any of its employees with its knowledge or consent during the term hereof without the approval of the first party.

6. It is further understood and agreed that this cooperative work by the second party shall be under the control and supervision of the chemical engineer aforesaid or his assistant and that the installation and operation necessary for the proper commercial test of the process shall be in accordance with his direction until such time as this agreement shall have expired or have been terminated, or until such time as the first party shall consider that a sufficient demonstration has been made of the practicability of the process and further cooperation is unnecessary. Nothing herein contained shall be construed to obligate the first party to devote the entire time of the said chemical engineer, his assistant, or assistants to the work herein contemplated other than is reasonably necessary to carry out the objects of this agreement, and the first party reserves the right to utilize such portion of the time and services of the

aforesaid engineer and assistants as can be utilized without interfering with the progress of the work contemplated hereunder.

7. This agreement shall be in force and effect until June 30, 1915, or for such further length of time in no case extending beyond June 30, 1916, as may be necessary for the accomplishment of the objects hereof. Said agreement may be terminated by either party hereto upon the expiration of six months from the date hereof upon giving written notice to this effect to the other party hereto thirty days in advance of the proposed termination.

In witness whereof, on the day and year first hereinbefore written, the United States Bureau of Mines has caused these presents to be executed by Van. H. Manning, acting director, thereunto duly authorized, and on the day last aforesaid The Aetna Explosives Company, Incorporated, by resolution of the board of directors hereto attached has caused these presents to be executed by A. J. Moxham, its president, and its corporate seal to be affixed hereto by W. H. Evans, its secretary.

Witnesses:

(Signed) VAN. H. MANNING,
Acting Director, Bureau of Mines.

THE AETNA EXPLOSIVES COMPANY, INC.,
By (signed) A. J. MOXHAM,
President.

Attest:
(Signed) W. H. EVANS,
Secretary.

Approved: Mar. 11, 1915.

(Signed) FRANKLIN K. LANE,
Secretary of the Interior.

POLICY OF THE DEPARTMENT OF THE INTERIOR REGARDING USE OF GASOLINE AND BENZENE-TOLUENE PROCESSES.

Applications for patents on the gasoline and benzene-toluene processes were filed early in March, 1915, and the applications have since taken their regular course in the Patent Office.

In order that the fullest possible benefit may be realized by the public from the discoveries, it has been decided to have the patents, when granted, administered by the Secretary of the Interior as trustee who will issue licenses or permits to all those seeking to employ the processes. No royalty or other monetary payments will be required. Although the use of the processes is to be free of charge to all citizens of the United States, it has been considered necessary for the protection of the basic patents, that licensees shall assign to the Secretary of the Interior, as trustee, all patentable improvements, relating to the processes, that may be developed by them during the employment of the process. It is felt that if each licensee obtains the benefits of the improvements worked out by his colicensees there is no particular hardship in his being compelled to turn over to the Government such improvements of a patentable character as may originate with himself or his employees. The justness of this condition, it is believed, will readily be recognized.