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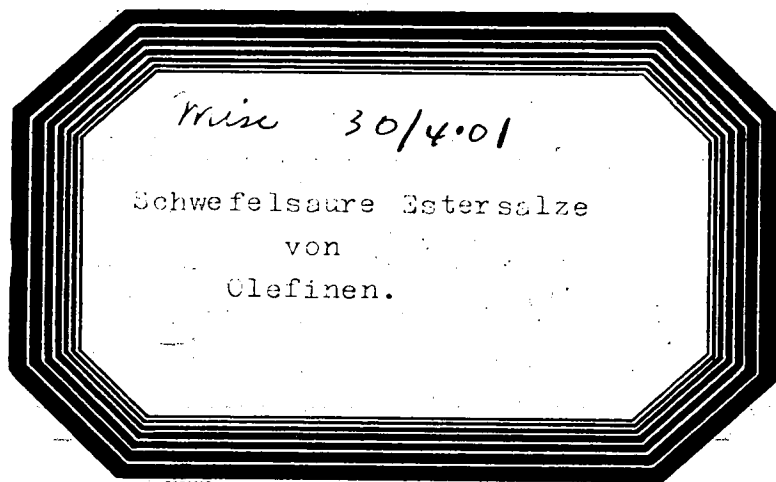
1. AGREEMENT BETWEEN

I. G. FARBEN and

BATAAFSCHE ON

H_2SO_4 ESTERS

F. 2



Mise 30/4.01

Schwefelsaure Estersalze
von
Olefinen.

8051110

Nº 20

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THIS AGREEMENT made on the day

of June 1938 between

N.V. DE BATAAFSCHE PETROLEUM MAATSCHAPPIJ of The Hague
(hereinafter referred to as "BATAAFSCHE") of the one
part and

I.G. FARBENINDUSTRIE AKTIENGESELLSCHAFT of Frankfurt
on the Main (hereinafter referred to as "I.G.") of
the other part;

WHEREAS I.G. has the ownership of a
number of patents and applications for patents re-
lating wholly or partially to the manufacture and/or
use of esters of strong polybasic acids and/or the
salts of such esters and listed in Schedule A hereto
(which patents together with the patents that may
be granted on said applications are hereinafter
collectively referred to as "I.G.'s patents"),

AND WHEREAS BATAAFSCHE has the ownership
or control of a number of patents and applications for
patents relating wholly or partially to the manufacture
and/or use of esters of strong polybasic acids and/or
the salts of such esters and listed in Schedule B hereto
(which patents together with the patents that may be
granted on said applications are hereinafter
collectively referred to as "BATAAFSCHE's patents"),

AND WHEREAS BATAAFSCHE has lodged oppo-
sition against one of I.G.'s patent applications as
listed in Schedule A hereto, and the parties wish to
settle this opposition among themselves,

AND WHEREAS the parties hereto are further desirous of marketing their ester salts and/or basic material for the manufacture of ester salts (as hereinafter defined) without taking recourse to indiscriminate price cutting,

NOW in consideration of the mutual covenants herein contained the parties hereto have agreed as follows:

Article I.

DEFINITIONS.

a) Wherever used in this Agreement the term "ester salts" shall mean: sulphuric and phosphoric acid esters and their salts manufactured

(1) from liquid olefines having at least 8 carbon atoms in the molecule and originating from hydrocarbons or hydrocarbon mixtures, whether saturated or not, such as mineral oil hydrocarbons, coal, lignite, shale or hydrocarbons manufactured according to processes like the Fischer Process, and/or

(2) from alcohols manufactured from liquid olefines having at least 8 carbon atoms in the molecule such olefines being manufactured from paraffinic hydrocarbons.

b) Wherever used in this Agreement the term "basic material" shall mean the olefines and/or alcohols mentioned sub a) of this Article under (1) and (2) respectively.

c) Wherever used in this Agreement the term "affiliated, subsidiary and parent companies" of BATA-PSOHE shall mean Koninklijke Nederlandsche Maatschappij tot Exploitatie van Petroleumbronnen in Nederlandsch-Indië, of The Hague, The Netherlands, a Netherlands corporation, The Shell Transport and Trading Company Ltd, of London, England, a British Company, the present and future subsidiaries of one or both of them and the present and future corporations with which one or both of the parent companies or their subsidiaries have an effective management agreement.

The term "subsidiaries" shall mean all corporations of which the parent company owns or controls ~~directly or indirectly more than fifty per cent. (50%)~~ of the voting stock having the right to vote for directors.

d) Wherever used in this Agreement the term "subsidiary companies" of I.G. shall mean any firm or company in which I.G., directly or indirectly, owing to its connection financial or otherwise, has or shall have such influence as to be in a position to effect the fulfilment of the contractual obligations set out in this agreement on the part of the firm or company in question. As a general rule a financial participation of more than fifty per cent. (50%) shall, in the absence of special circumstances, give the possibility of such effective control.

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Article II.

TERRITORY AND SCOPE.

This Agreement relates to all countries of the world except the United States of America.

BATAAFSCHE agrees and guarantees that its affiliated subsidiary and parent companies having their seats in the territory to which this Agreement relates shall comply with the terms of this Agreement.

I.G. agrees and guarantees that its subsidiary companies having their seats in the territory to which this Agreement relates shall comply with the terms of this Agreement.

Article III.

LICENCE TO I.G.

BATAAFSCHE hereby grants to I.G. on the conditions herein set forth for the whole period during which BATAAFSCHE may maintain such patents a royalty-free, non-exclusive, non-transferable licence under BATAAFSCHE's patents in so far as they relate to the manufacture, use and sale of esters of strong polybasic acids and/or the salts of such esters manufactured from basic material. Notwithstanding the provisions of Article II hereof BATAAFSCHE agrees that this licence shall include any non-U.S.A. patents owned by its U.S.A. affiliated and subsidiary companies.

I.G. shall not be entitled to grant sublicences in respect of this licence, but I.G. shall

have the right to extend the benefits of this Agreement to any of its subsidiary companies.

Article IV.

LICENCE TO BATAAFSCHE

I.G. hereby grants to BATAAFSCHE on the conditions herein set forth for the whole period during which I.G. may maintain such patents a royalty-free, non-exclusive, non-transferable licence under I.G.'s patents in so far as they relate to the manufacture, use and sale of esters of strong polybasic acids and/or the salts of such esters manufactured from basic material.

BATAAFSCHE shall not be entitled to grant sublicences in respect of this licence, but BATAAFSCHE shall have the right to extend the benefits of this Agreement to any of its affiliated, subsidiary and parent companies.

Article V.

SALE OF ESTER SALTS

I. I.G. shall have the right to sell ester salts without any restriction in the territory to which this Agreement relates.

II. - a) BATAAFSCHE shall have the right to sell ester salts without any restriction in the following areas:

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The British Empire and Mandated Territories

(including, inter alia, Palestine)

Holland and Colonies,

Belgium and Colonies,

Luxemburg,

France and the French Colonies,

Protectorates and Mandated Territories

Egypt

Japan (including Korea, Formosa, Sachalin

and Kwantung leased territory).

b) BATAFISCH shall have the right to
sell ester salts in the following countries:

Czechoslovakia

Sweden

Switzerland

Italy and the territories to which Italian

Patent Law applies at the date of this

Agreement

Poland

Spain and the territories to which Spanish

Patent Law applies at the date of this

Agreement

but only in so far as I.G.'s patents in these countries
are not affected.

c) BATAFISCH shall refrain from selling
ester salts in Germany.

d) In all other countries not mentioned under a), b) and c) of this Article V, Section A, sub II, BATAATSCHE shall have the right to sell ester salts for all purposes except for application or use in the textile field.

The textile field comprises:

1. the manufacture and treatment of fibres (whether natural or artificial), fabrics, paper, leather, fur, dyestuffs, and colours, starting with the raw material and ending with the finished product as it leaves the factory ready for sale and use by the consumer.
2. the use of rubber, paint and varnish in the manufacture and treatment of materials as defined under 1.

3. SALE OF BASIC MATERIAL

a) The parties are at liberty to sell basic material in any country for purposes other than the manufacture of ester salts. However, if there are reasonable grounds for one of the parties or both of them to suppose that a consumer nevertheless uses such basic material for the manufacture of ester salts, the parties shall immediately take all reasonable steps to prevent such consumer from being further supplied with their basic material and shall confer with each other

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b) The parties agree that it is not in their interest to sell basic material for the manufacture of ester salts to third parties. Each party shall also observe this general rule in possible further licence agreements with third parties. As to the present agreement, the parties agree not to sell basic material for the manufacture of ester salts to third parties, with the following exceptions:

1) I.G. shall have the right to comply with prior commitments under an arrangement with third parties in Germany regarding the sale of basic material for the manufacture of ester salts. This right of I.G. to sell does not imply the right of I.G. to grant sublicences under BATAAFSCHE's patents to such third parties.

2) I.G. may, when such is strictly necessary in its opinion, sell basic material for the manufacture of ester salts in Germany, provided that in case BATAAFSCHE's German patents are affected by such sale, I.G. will confer with BATAAFSCHE in order to determine what measures will have to be taken.

3) In the countries enumerated sub A, II a) of this Article V either party may, when such is strictly necessary in its opinion, sell basic material for the manufacture of estersalts, provided the other party's patents in such countries are not affected.

If, however, in order to meet competition it is strictly necessary in either party's opinion to sell basic material for the manufacture of ester salts

in one or more of the countries mentioned sub A II a) of this Article V, where patent rights of the other party are affected by such sale, or in one or more of the countries sub A, II b) and d) of this Article V, the parties will confer with each other in order to determine what measures will have to be taken.

Article VI.

SUPPLY OF BASIC MATERIAL.

Each party will favourably consider the other party's requests for being supplied with basic material for the manufacture of ester salts.

In the event of either party actually complying with such a request, it shall stipulate favourable terms of sale, in any case terms not less favourable than those accorded - when selling basic material for the manufacture of ester salts - to third parties not being affiliated, subsidiary or parent companies, under similar conditions.

Article VII.

EXPORTS AND MARKETING.

Each party will take all reasonable steps to prevent its ester salts and/or basic material for the manufacture of ester salts from being exported by its purchasers or by any subsequent purchasers.

In case basic material for the manufacture of ester salts is actually being sold by either party (according to Article V sub B,b), such party shall take all reasonable steps to prevent the ester salts to be manufactured from such basic material from being exported.

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BATAAFSCHE will take all reasonable steps to prevent its ester salts and/or basic material for the manufacture of ester salts from being used by its purchasers or by any subsequent purchasers for purposes other than those permitted to BATAAFSCHE under this Agreement.

As soon as one of the parties intends to come into the market with one or more types of ester salts and/or basic material for the manufacture of ester salts it shall inform the other party of such intention prior to placing said products on the market.

Should BATAAFSCHE intend to market esters of strong polybasic acids other than sulphuric or phosphoric acid and/or the salts of such esters manufactured from basic material, BATAAFSCHE shall communicate with I.G. in order to try to come to an understanding regarding the marketing of such products, ~~it being agreed that also in case no understanding~~ is arrived at BATAAFSCHE shall not market such products in Germany.

Should one of the parties intend to market either

- (1) alcohols manufactured from liquid olefines having at least 8 carbon atoms in the molecule, such olefines not being manufactured from paraffinic hydrocarbons, for the manufacture of esters (or for the manufacture of the salts of such esters) or

(2) esters (or the salts of such esters) manufactured from such alcohols, it shall communicate with the other party in order to try to come to an understanding regarding such marketing, it being agreed that also in case no understanding is arrived at BATAAFSCHE shall not do such marketing in Germany.

Article VIII.

ACKNOWLEDGMENT OF PATENTS.

Each party acknowledges the validity of the other party's patents and patent applications as set forth in Schedules A and B hereto respectively, and agrees not to dispute or object to the validity of the said patents and applications or any of them either during the continuance of this Agreement or at any time after the termination thereof.

Upon signing of this Agreement BATAAFSCHE shall immediately withdraw any oppositions pending against patent applications of I.G. as contained in Schedule A hereto.

If in the future one of the parties hereto intends filing an opposition against any patent application of the other party not contained in Schedules A and B respectively and relating wholly or partially to the manufacture and/or use of esters of strong polybasic acids and/or the salts of such esters from basic material, it will, if possible before actually proceeding, approach the other party with a view to coming to an understanding.

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Article IX.

MAINTENANCE OF PATENTS.

In case one of the parties should at any time be no longer interested in the maintenance of one or more of its patents as listed in Schedules A and B hereto respectively, it shall communicate with the other party before allowing such patent(s) to lapse. The other party shall then have the right to have the patent(s) assigned to it and shall in such event bear the expense for maintaining the patent(s).

The former owner of the patent(s) shall be entitled to a royalty-free, non-exclusive licence under such patent(s) with the right to grant sublicences to its affiliated, subsidiary and parent companies.

Article X.

DURATION.

This Agreement shall, except as hereinbefore provided for in Articles III and IV, terminate on 7th August 1945. The provisions of Article V, Section A, II sub c) and of Article VII hereof regarding Germany shall, however, remain in force until 13th April 1947.

Article XI.

ARBITRATION.

All disputes arising in connection with this Agreement shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by three arbitrators, appointed in accordance with the Rules, who shall

act as "amiables compositeurs". Each party shall appoint one arbitrator and the International Chamber of Commerce shall appoint the third arbitrator, who shall be of Swedish nationality, if such a one is available.

However, before taking recourse to arbitration a full meeting will have to be arranged between the parties with the assistance of an ordinary member of the Board of I.G. and a gentleman of ~~BATAAFSCHE~~ in a similarly responsible position with a view to reaching a settlement.

IN WITNESS WHEREOF the parties hereto have caused these presents to be signed by their duly authorized officers as of the date hereinbefore first written:

The Hague,

~~N.V. DE BATAAFSCHE PETROLEUM MAATSCHAPPIJ~~

sgd W.C. Knoops,

sgd J.M. de Booy

Frankfurt on the Main

I.G. FARBENINDUSTRIAL ANTHEILGESELLSCHAFT

sgd Dr Walther

sgd H. Köhler

SCHEDULE A.

sting patents and applications for patents of all countries
the world, except the U.S.A., owned by I.G. as per 1st June
37, relating wholly or partially to the manufacture and/or
e of esters of strong polybasic acids and/or the salts of
ch, esters.

Country	No.	Appln. No.	Appln. Date	Patent No.
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Germany

1	6132	I. 37,737	13.4.29	
2	6134	8 i I.10/30	3.2.30	
3	6135	8 i I.11/30	6.2.30	
4	6136	12 o 23 I.482/30	23.5.30	
5	6139	12 o I.583/30	16.6.30	
6	6145	I. 44,918	20.7.32	
7	6146	I. 45,264	6.9.32	
8	6147	I. 52,497	5.6.35	
9	6148	I. 57,338	6.3.37	
10	6149	I. 58,122	29.5.37	
11	6150		11.10.29	552,905
12	6151		25.1.30	550,929
13	6152		7.4.30	638,302

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Great Britain

1,11,15		7.8.29	343,872
3		9.4.30	352,982
4		19.3.31	377,249
7		28.10.32	408,703
12		25.4.30	353,512
13		21.7.30	359,833
14	1057	6.2.30	354,300

Canada

1,11,15		9.4.30	353,081
4		18.5.31	337,495
13		27.3.31	330,528

France

1		12.4.30	693,814
4		6.5.31	716,605
7		1.9.33	760,236
8		2.6.36	806,990
11		2.10.30	703,090
12		17.1.31	709,590
13		9.3.31	712,913

SCHEDULE A

Country	No.	Appln.No.	Appln.Date	Patent No.
France	14	6077	24.11.30	706,182
Netherlands	1		9.4.30	30,719
	4		24.4.31	34,615
Belgium	1		12.4.30	369,435
	4		6.5.31	379,608
	13		10.3.31	378,059
Italy	1		12.4.30	292,711
	3, 15		19.2.31	296,755
	4		14.5.31	301,326
	13		19.2.31	267,410
Ireland	1		12.4.30	20,450
	4		30.4.31	19,840
Sweden	1		11.4.30	79,584
	4		29.4.31	75,878
	13		25.1.31	73,012
Spain	1		12.4.30	117,584
	3		17.9.30	119,824
	13		31.1.31	121,513
Czechoslovakia	1	P.2878 ³⁰	10.4.30	
	4		5.5.31	42,785
	13		17.2.31	44,999

SCHEDULE A.

Country	No.	Appln.No.	Appln.Date	Patent No.
Switzerland	1		11.4.30	148,754
	1		11.4.30	151,861
	1		11.4.30	151,862
	1		11.4.30	151,863
	1		11.4.30	151,864
	1		11.4.30	151,865
Japan	3		14.10.30	103,535
	4		19.5.31	96,557
Manchukuo	3		15.6.35	173
	4		15.6.36	241

SCHEDULE B,

listing patents and applications for patents of all countries of the world, except the U.S.A., owned or controlled by BATAATSCHE as per 1st June 1937, relating wholly or partially to the manufacture and/or use of esters of strong polybasic acids and/or the salts of such esters.

Country	No	Appln No	Appln Date	Patent No
Germany	1	N. 38,302	26.6.1935	
	2	N. 38,312	27.6.1935	
	3	N. 38,329	2.7.1935	
	4	N. 39,770	17.8.1936	
	5	N. 40,166	15.12.1936	
	6	N. 41,132	7.9.1937	
	7	N. 41,206	30.9.1937	
	8	N. 41,414	7.12.1937	
	9	N. 41,997	20.5.1938	
Great Britain	1	18,465/35(459,078)	27.6.1935	
	3		27.6.1935	459,079
	2	18,467/35(459,080)	27.6.1935	
	2		27.6.1935	459,081
	3	24,638/36(459,117)	27.6.1935	
	4		10.8.1936	479,137
	5	34,115/36(486,904)	11.12.1936	
	6	23,535/37	27.8.1937	
	7	25,983/37(480,240)	24.9.1937	
	8	32,546/37	25.11.1937	
	9	14,393/38	13.5.1938	
Argentina	9	not yet known	not yet known	
Australia	1		2.7.1935	23,320/35
	10		29.4.1936	100,102
	5		17.12.1936	101,782
	6	3692/37	30.8.1937	
	8	5222/37	11.12.1937	
	9	not yet known	not yet known	
Belgium	1		3.7.1935	410,212
	7		9.10.1937	424,016
	9	332,935	25.6.1938	
Canada	2	419,519	18.6.1935	
	3		25.6.1935	370,221
	1		25.6.1935	370,345
	10		4.6.1936	369,822
	11		22.6.1936	373,077

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Country	No	Appln No	Appln date	Patent No
Canada	12	432,062	27.6.1936	
	4	433,277	10.8.1936	
	5	436,810	15.12.1936	
	13	442,985	29.6.1937	
	6	443,178	6.7.1937	
	7	445,586	27.9.1937	
	8	447,714	6.12.1937	
	9	not yet known	not yet known	
Czechoslovakia	7	P 6364/37	8.10.1937	
Denmark	1		2.7.1935	53,321
France	3		2.7.1935	791,964
	2		2.7.1935	791,965
	1		2.7.1935	791,966
	11		17.6.1936	807,381
	4		20.8.1936	809,675
	6		8.10.1936	811,675
	5		24.12.1936	815,414
	7		8.10.1937	827,694
	8	423,511	15.12.1937	
	9	430,650	24.7.1938	
Hungary	6	B 13,926	4.9.1937	
Ireland	1		1.7.1935	14,427
Italy	3		2.7.1935	335,074
	1		3.7.1935	336,512
	2		3.7.1935	337,085
	5		24.12.1936	347,587
	6		2.9.1937	354,078
	7	240/153	9.10.1937	
	8		24.12.1937	357,784
	9	not yet known	not yet known	
Japan	1	8024/35	28.6.1935	
	9	not yet known	not yet known	

Country	No	Appln No	Appln Date	Patent No
Netherlands	3	69,998	3.7.1934	
	2	69,999	3.7.1934	
	1	76,193	3.7.1934	
	2	73,069	1.4.1935	
	11	74,028	26.6.1935	
	12	74,225	16.7.1935	
	4		21.8.1935	42,557
	5	75,988	24.12.1935	
	6	79,208	8.9.1936	
	7	79,540	10.10.1936	
	8	80,609	24.12.1936	
	9	82,718	31.5.1937	
	14	84,368	1.12.1937	
New Zealand	10		28.4.1936	75,951
Poland	1	P.46,882	2.7.1935	
	9	not yet known not yet known		
Rumania	1		2.7.1935	24,098
	3		2.7.1935	24,099
	4		2.7.1935	24,100
	5		18.12.1936	25,792
	6		7.12.1937	27,122
Spain	1		2.6.1935	138,792
Nationalist Spain	1		2.6.1935	138,792
Sweden	1		2.7.1935	22,789
Switzerland	1		22.6.1935	185,143
	7	30,119	3.12.1937	
Union of South Africa	1		3.7.1935	729/35
	10		29.4.1936	498/36

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Copy of
Letter from N.V. De Bataafsche Petroleum Maatschappij
of The Hague, to I.G. Farbenindustrie A.G., Frankfurt
(Main), dated 15th June 1938.

CG(CI-OA)

With reference to the agreement dated 15th
June 1938 between your and our company and the
conversations between our Mr van Rossum and your
Mr Köhler we hereby confirm that for reasons of which
we are both aware it may be impossible for our U.S.A.
affiliated and subsidiary companies to contract to
comply with certain obligations undertaken by our
company for territories outside the U.S.A. as laid
down in the aforementioned agreement. None the less
we assure you that we have no reason to think that
the policies which our U.S.A. affiliated and
subsidiary companies may adopt will in any way conflict
with any of the obligations which we have undertaken
towards you in the aforementioned agreement.

As soon as any of our U.S.A. affiliated or
subsidiary companies will close a deal with your
company and with the Standard Oil Co. as regards
Ester belts for the U.S.A. we will investigate
and ascertain in how far it will be possible for them
to undertake to comply, as part of our supplementary
to the agreement for the U.S.A., with the obligations
undertaken by our company in the aforementioned agreement.

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Copy of Letter from I.G. Farbenindustrie A.G.,
Frankfurt a.M. to N.V. De Bataafsche Petroleum Maatschappij,
The Hague, dated 16th June 1938.

In view of the statement confirmed in your
letter dated June 15th a.c. we confirm the verbal
statement made by our Mr Köhler that we are agreeable
to extending the benefits granted to yourselves
and your affiliated, subsidiary and parent companies
outside the U.S.A. also to your U.S.A. affiliated
and subsidiary companies but only in so far as
territories outside the U.S.A. are concerned.

sgd Dr Walther, sm H. Köhler

Copy of Letter from I.G. Farbenindustrie A.G.,
Frankfurt a.M., to N.V. De Bataafsche Petroleum Ma.
The Hague, dated 15th June 1938.

With reference to the Agreement dated June
15th, 1938 between your and our company and the
conversations between our Mr. Köhler and your
Mr. van Rossum we hereby confirm that for reasons of
which we are both aware it may be impossible for
such U.S.A. subsidiary companies as we may have in
future to contract to comply with certain obligations
undertaken by our company for territories outside
the U.S.A. as laid down in the aforementioned
Agreement. None the less we assure you that we have
no reason to think that the policies which such
subsidiary companies may adopt will in any way
conflict with any of the obligations which we have
undertaken towards you in the aforementioned
Agreement.

sgd Dr Walther

sgd H. Köhler