

Dr. H. Hellfritz

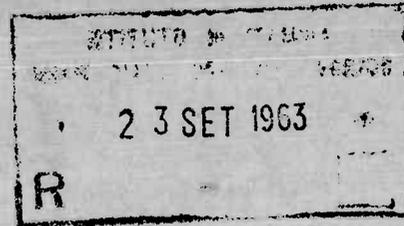
Frankfurt/Main-Hoechst
August 30, 1963

Farbwerke Hoechst AG.
6230 Frankfurt (M)-Hoechst

Fernversip

Herrn
Prof. Natta
Universität Mailand

M a i l a n d



Betr.: Bericht über die Tagung am 1. und 2. Nov. in Hoechst
betreffend "Strukturermittlung und -Kennzeichnung
makromolekularer Stoffe".

Sehr geehrter Herr Prof. Natta!

Hiermit erlaube ich mir, Ihnen einen deutschen und englischen
Sonderdruck des obigen Berichtes zuzuleiten. (Kunststoffe
53 (1963)).

Mit vorzüglicher Hochachtung
Ihr sehr ergebener

H. Hellfritz

~~Handwritten scribble~~
Carbelle
Höchst

25.1.1963

An
die Direktion
der Farbwerke Hoechst A.G.
vorm. Meister Lucius & Brüning
Frankfurt (M)-Hoechst
(Germ.Occ.)

Kürzlich erhielt ich den Festband zum hundert-
jährigen Bestehen der Farbwerke Hoechst.

Mit dem Ausdruck meines herzlichsten Dankes für die
liebenswürdige Aufmerksamkeit der Übersendung dieses
so wohl gelungenen und schönen Werkes, das ich mit
grossen Interesse gelesen habe, verbinde ich meine
Glückwünsche für ein langes und erfolgreiches
Gedeihen Ihrer Firma.

Mit besten Grüßen.

Giulio Natta

1 dub
a
Dall'Br h

October 8, 1962

Mr. Hellfritz
Farbwerke Hoechst AG;
6230 Frankfurt (M)-Hoechst
Frankfurt (M) (Germania)

Dear Doctor Hellfritz,

I wish to express you our sincerest
thanks for the kind present which was very gratefully received.

Looking forward to meeting you in Frankfurt
soon, I send you my kindest regards.

G. NATTA

Cartella
Hoechst

24 SET 1962

Herrn
Dr. de Varda
Montecatini
-Brevetti-
Largo Donegani 1-2
M a i l a n d (Italien)

Ihre Zeichen Ihre Nachricht vom Unsere Zeichen
Patentabteilung Dr. He/Jo Fernsprecher *
3105 5380 (Durchwählverkehr) 6230 FRANKFURT (M) - HOECHST
10. September 1962

Betreff
Tagung über "Strukturermittlung und Kennzeichnung
makromolekularer Stoffe"

Dieses Blatt eignet sich zum Peusen auf Ozonid-Lichtmessgerät

Sehr geehrter Herr Dr. de Varda!

Im Nachgang zu unserer Einladung vom 25. Jan. 1962
zu der obigen Tagung werden folgende weitere Informationen
gegeben:

1. Die Einladung für die Diskussion der genannten Probleme ist allseitig lebhaft begrüsst worden.
2. Nach Rücksprache mit verschiedenen Stellen hat es sich als zweckmässig erwiesen, als Tagungsdatum
Donnerstag, den 1. November 1962 und
Freitag, den 2. November 1962
zu wählen.
3. Die Tagung wird in Frankfurt/Main stattfinden.
4. Teilnehmer an der Tagung, die die Vermittlung der Farbwerke bei der Beschaffung von Unterkünften in Anspruch nehmen wollen, werden gebeten, entsprechende Wünsche auf den beiliegenden Zetteln bis zum 10. Okt. 1962 zu äussern.
5. Einzelheiten wegen des Programmes werden später bekanntgegeben.

Mit vorzüglicher Hochachtung
F A R B W E R K E H O E C H S T A G.
vormals Meister Lucius & Brüning
M. Lang i. d. Köhler

DRAHTWORT Farbwerke Frankfurt/Main	* FERNSPRECHER 31 05 1 (Vormittlung)	FERNSCHREIBER 041 224 Farbwerke Hoechst	GESCHAFTSZEIT Montag bis Freitag 7:30-17:15 Uhr	KONTEN Dresdner Bank AG., Frankfurt (Main), Nr. 531 003 Commerzbank AG., Frankfurt (Main), Nr. 57 072 Deutsche Bank AG., Frankfurt (Main), Nr. 22 500 Landeszentralbank in Hessen, Frankfurt (Main), Girokonto Nr. 4 810 Hessische Landesbank - Girozentrale - Frankfurt (Main), Girokonto Nr. 24 103 Postsparkasse Frankfurt (Main), Nr. 14 42
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Bitte zurück an Farbwerke Hoechst AG.
vorm. Meister Lucius & Brüning
Frankfurt/M.-Hoechst
(Reisestelle/Frau Dörr)

Betrifft: Tagung über "Strukturermittlung und Kennzeichnung
makromolekularer Stoffe" am 1. und 2. Nov. 1962 in Frankfurt M.

Ich bitte um Bereitstellung von Unterkunft für die Zeit
vom _____ bis _____ = _____ Nächten.
(Anreise) (Abreise)

und zwar:

_____ Doppelzimmer

_____ Einzelzimmer

^xPreise für Unterkunft (ohne Frühstück und Bedienung)

Einzelzimmer: 12,- bis 15,-^x (ohne Bad)
17,- bis 20,-^x (mit Dusche)

Doppelzimmer: 20,- bis 25,-^x (ohne Bad)
28,-^x (mit Dusche)

.....
(Unterschrift)

Es wird um frühzeitige Zimmerbestellung bis spätestens 10. Okt. 1962
gebeten.

x = Gewünschtes bitte ankreuzen.

February 28, 1963

IV/cr

Firma
FARBWKE HOECHST
Patentteilung
FRANKURT (M) 16
(Deutschland)

Your ref. Dr. No/ko

*Barthelme
Hoechst*

Dear Sirs,

Definition of macromolecular substances.

This is to acknowledge receipt and thank you for your letter of January 28, 1963. The problem you raise is of a very great importance also in view of the developments which are to be expected in the protection on a European level of the valuable results of research in the chemical field. We have been giving serious consideration to this matter for some time and, though we entertain opinions which differ in some respects from those expressed in your interesting papers, we are glad that your timely initiative will provide an occasion for a very useful exchange of opinions and experiences.

We confirm to you that we accept with thanks your invitation to participate in the discussions, and shall be waiting for further news from you on this subject. The delegate or delegates for Montecatini to the meeting will be designated in due time.

Very truly yours,

" MONTecatini "

(f. To: inf. dir - avv. Ferrari)

Copy to Dr. Eishold

Cartella
Hoechst

21 febbraio 1962

ns.rif. 2023/eg

Ing; G.DeVarda
Direzione BREV
Soc.Montecatini
Sede

OGGETTO : Iniziativa Hoechst riunione internaz. Francoforte
per definire limitazioni di claims di prodotto

Egregio Ingegnere,

ricevo la Sua lettera del 16 febbraio con
l'allegato.

Già mi era giunta in visione la proposta di Hoechst in base
a una copia di essa che ho inviata al Dr.Dall'Asta che, essendosi
laureato a Magonza, conosce bene il tedesco ed è quello tra i
miei collaboratori che ha maggiori rapporti con gli ambienti
scientifici tedeschi.

Ho visto molto in fretta la proposta di Hoechst e mi riservo
di esaminarla con maggior cura, ma già sin d'ora desidero pre-
cisarle che il problema della ^{caratterizzazione} ~~catalizzazione~~ del prodotto è mol-
to complesso ed è stato affrontato per ora da Hoechst in modo
poco convincente.

Il peso molecolare medio e la sua distribuzione sono elementi
di una certa importanza nella ^{caratterizzazione} ~~catalizzazione~~ di un prodotto, ma
altre proprietà quali la struttura chimica (modo di concatena-
mento di unità monomeriche e frequen^{za} ~~za~~ ^{delle} ramificazioni, struttu-
ra sterica, temperatura di fusione, caratteristiche meccaniche,
solubilità e rigonfiabilità con solventi, cristallinità), ^{etc.} sono
tutti fattori di notevole importanza per l'applicazione pratica
di un prodotto macromolecolare.

La difficoltà spesso è di definire tali proprietà in modo uni-
voco e possibilmente standardizzato.

Ho incaricato il Dr.Dall'Asta di incominciare a buttar giù uno
schema di caratterizzazione delle sostanze macromolecolari che
mi riservo di esaminare anche io.

./.

21 febbraio 1962

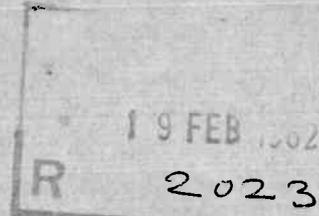
- 2 -

Nel caso che Lei avesse particolari osservazioni da fare in proposito, La prego di comunicarmele o di convocare presso di Lei, direttamente, il Dr. Dall'Asta che vorrà riferirle.

Molti cordiali saluti.

G.NATTA

16 Febbraio, 1962



Sig.
Prof. Giulio NATTA
Direttore
Ist. Chimica Industriale
POLITECNICO DI MILANO

e p.c. Sig. Ing. GIUSTINIANI
Sig. Ing. ORSONI

Oggetto: Iniziativa Hoechst riunione internaz. Francoforte
per definire limitazioni ai claims di prodotto -

Allego una lettera della Hoechst
pervenutami nei giorni scorsi.

Voler introdurre le rivendicazioni
di prodotto anche in Germania è certo una cosa buona.

Però la casistica dei polimeri per
cui viene ammessa la rivendicazione di prodotto è poco convin-
cente anche perchè non sembra che essa dia il dovuto peso alle
differenziazioni dovute alle strutture steriche.

Esiste il pericolo che a dette limi-
tazioni nella brevettabilità di prodotto (se adottate in Ger-
mania) si uniformino poi altre leggi brevettuali nazionali ed
europee!

Con la presente prego quindi tutti
gli interessati di voler cortesemente far pervenire a BREV
i commenti del caso.

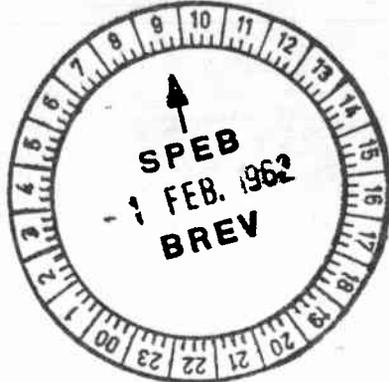
Con i migliori saluti.

all/
Lettera Hoechst 25/1/62.

*Carlo
per Messant
in ristretto
rapidamente
per risposta -*



FARBWERKE HOECHST AG.
vormals Meister Lucius & Brüning



*3/100
10/100
Industria
di Milano
all*

Dr. de Varis
MONTMARTINI
- Brevetti -

Largo S. Donegani 1-2
Mailand
Italien

Ihre Nachricht vom

Unsere Zeichen
Patentabteilung
Dr. He/ko

Fernsprecher*
3105/5300
(Durchwählverkehr)

⑩ FRANKFURT (M.) HOECHST
den 25. Jan. 1962

kennzeichnung makromolekularer Stoffe - Stoffschutz -

Sehr geehrter Herr Dr. de Varis!

Seit längerer Zeit sind in Deutschland Bestrebungen vorhanden, für den Patentschutz von neuen chemischen Stoffen den "Stoffschutz" einzuführen. Auch für ein etwaiges EWG- oder Europa-Patentgesetz wird die Einführung des Stoffschutzes vorgeschlagen. Auf dem nielermolekularen Gebiet wird die Einführung des Stoffschutzes keine Schwierigkeiten bereiten. Auf dem makromolekularen Gebiet ergeben sich dagegen gewisse Probleme, die mit der Ermittlung der Struktur zusammenhängen. Diese Probleme sind, wie Ihnen bekannt ist, noch nicht oder noch nicht weit genug gelöst.

Wir glauben, daß es im Interesse der Allgemeinheit, d.h. der Aufrechterhaltung bzw. Verbesserung der Rechtssicherheit liegt, daß über diese noch offenen Fragen auf internationaler Basis - ähnlich wie bei dem allgemeinen Dokumentationsproblem - diskutiert wird.

Unser Herr Dr. Hellfritz hat vor einiger Zeit Vorschläge für die Lösung dieser Probleme gemacht und hat diese Gedanken mit Fachleuten von den Hochschulen, den Patentämtern und aus der Industrie erörtert. In diesem Zusammenhang bemerken wir, daß eine derartige orientierende Diskussion mit Herrn Dr. D'All Asta, einem Mitarbeiter von Herrn Professor Natta, anlässlich von wissenschaftlichen Tagungen geführt wurde.

Wir würden uns freuen, wenn aus Ihrem Hause ein bis zwei Herren an einer Diskussion, die für Mitte bis Ende September 1962 vorgesehen ist, teilnehmen könnten. Wir geben in der beiliegenden Begleitnotiz eine kurze Zusammenfassung der Probleme. Einzelheiten sind der gleichfalls beiliegenden Veröffentlichung H. Hellfritz "Kunststoffe" 50 (1960), 502, zu entnehmen.

Dieses Blatt eignet sich zur Fassung auf Ozonpapier



FARBWERKE HOECHST AG.

vormals Meister Lucius & Brüning

Herr
Empfänger Dr. de Varda

Unsere Zeichen
Patentabteilung
Dr.He/ko

Frankfurt (M)-Hoechst

Blatt

25. 1. 1962

- 2 -

Einzelheiten über Ort und genauen Termin dieser ein- bis zweitägigen Arbeitstagung werden Anfang August 1962 bekanntgegeben. Da Herren aus Italien und Süddeutschland sowie Herren aus Holland und Frankreich für diese Tagung eingeladen sind, ist von anderer Seite vorgeschlagen worden, diese Tagung im Frankfurter Raum zu veranstalten.

Hochachtungsvoll

F A R B W E R K E H O E C H S T A G .
vormals Meister Lucius & Brüning

W. Müller

MONTECATINI

Società Generale per l'Industria Mineraria e Chimica

AMMINISTRATORE DELEGATO

Carbelle Hoechst

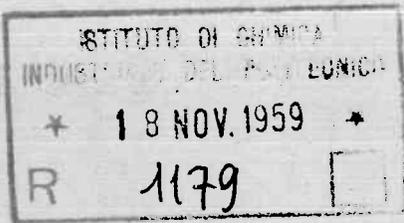
Data, **12 novembre 1959**

PROMEMORIA

G/ra

per il Signor

**SEPS
BREV
POLYMER**



Prof. NATTA

Per Vostra conoscenza Vi rimetto copia della lettera che il Signor Winzgar della Hoechst mi ha scritto in data 11 corr.

Parleremo insieme della questione.

Cordiali saluti.

un allegato

FARBWERKE HOECHST AG.

vormal. Meister, Müller & Reisinger



Herrn
 Dr.-Ing. Piero GIUSTINIANI
 Montecatini
 Via F. Turati, 18
M i l a n o / I t a l i a

Lieber Herr Dr. Giustiniani !

Ich bestätige mit verbindlichem Dank den Empfang Ihres Schreibens vom 27.v.M. mit den ausführlichen Mitteilungen über die Anweisungen, die Sie Ihren Mitarbeitern für die Weiterführung der Lizenzverhandlungen auf dem Gebiet der Polypropylen-Fasern und -Elastomeren gegeben haben.

Ihren Mitteilungen entnehme ich, daß Sie nunmehr entschieden haben, daß die Verhandlungen über die Erteilung von Lizenzen für die Fasern mit unserer Firma und mit der Badischen Anilin- & Soda-Fabrik geführt werden sollen und daß Sie als Lizenznehmer für die Elastomeren außer unserer Firma die Chemischen Werke Hüls vorgesehen haben.

Es freut mich besonders, daß Sie die Frage der Auswahl der Lizenznehmer bereits mit Herrn Prof. Ziegler und dessen Patentanwalt, Herrn Dr. von Kreisler, abstimmen konnten.

Ich habe auch meine Mitarbeiter über den Inhalt Ihres Schreibens vom 27.10.59 unterrichtet. Der Leiter unserer Patentabteilung, Herr Dr. Eichold, wird sich gestatten, sich mit Herrn Dr. de Varda wegen der Fortsetzung der Besprechungen in Verbindung zu setzen.

Mit freundlichen Grüßen verbleibe ich

Ihr sehr ergebener

Winnacker

MONTECATINI

Officina Generale per l'Industria Mineraria e Chimica

Brevetti e Documentazione Tecnica

CV/na

PROMEMORIA

ISTITUTO DI CHIMICA
INDUSTRIALE DEL POLITECNICO

* 15 SET 1959 *

R

2271

Data, 14 Settembre, 1959

per il Signor **Ing. Piero GIUSTINIANI**

Carlette Höchst

e p.c. **Ing. ORSONI**
Prof. NATTA

W
v

Oggetto: Contratto esportazione Hoechst -

La Hoechst ha finalmente deciso di sottoscrivere la nostra bozza di contratto esportazione senza ulteriori modifiche.

L'allegata dichiarazione Hoechst da noi richiesta per ristabilire la piena parità di disponibilità di patrimonio ingegno-industriale nel campo del polipropilene plastico fra la Hoechst in Germania e la Montecatini in Italia è sotto certi aspetti più ampia del richiesto, mentre sotto altri aspetti lo è forse meno.

Infatti, l'impegno della Hoechst non si limita ai trovati Hoechst sorti prima del 1950 e da questo punto di vista l'impegno Hoechst andrebbe oltre a quanto da noi richiesto.

D'altra parte condizionare l'obbligo della Hoechst (di offrire a equi termini licenza sui suoi trovati alla Montecatini e per l'Italia) alla durata della sua licenza di esportazione, potrebbe forse (?) essere interpretato nel senso che la cessazione del contratto di esportazione possa comportare la contemporanea cessazione delle licenze eventualmente già concesse sui suoi trovati e per l'Italia dalla Hoechst alla Montecatini.

Esiste poi un terzo aspetto di questo problema piuttosto ingarbugliato.

Secondo Kreisler, la Hoechst sarebbe già impegnata, qualora da noi richiesta, a cedere in licenza ad equi termini i suoi trovati anteriori al 1950 e quindi un secondo analogo impegno potrebbe essere per noi controproducente.

Però l'accordo concluso a suo tempo dal Bergwerksverband con la Hoechst contenente una formulazione piuttosto infelice di detto obbligo (per noi tutt'altre che a tenuta stagna) è quello che ha dato origine alla ns. richiesta per avere in merito e direttamente da Hoechst più ampie e tranquillanti assicurazioni scritte.

./.

MONTECATINI

Società Generale per l'Industria Mineraria e Chimica

Brevetti e Documentazione Tecnica

Data,

PROMEMORIA

per il Signor

..... 2)

Non so se il collega Eichold (che, almeno finora, ha dimostrato di saperla più lunga delle corrispondenti controfigure nei gruppi americani nostri concorrenti) abbia stesso la dichiarazione valutandone in piena la portata.

Tutto sommato preferrei di accettare la dichiarazione Beecht così come ci è stata sottoposta da Eichold in quanto i suoi vantaggi superano di gran lunga i possibili inconvenienti.

Con ossequio.



all/



FARBWERKE HOECHST AG.
vormals Meister Lucius & Brüning

Herrn
Dr. de Varda
MONTECATINI
Società Generale per
l'Industria Mineraria e Chimica
Via Turati, 18
M i l a n o / Italia

14 SET. 1959

Ihre Zeichen

Ihre Nachricht vom

Unsere Zeichen
Patentabteilung
Dr.E/Jo

Nebenstelle*

⑩ FRANKFURT (M)-HOECHST
11. September 1959

Betreff

Vertragsverhandlungen auf dem Polypropylen-Gebiet

Sehr geehrter Herr Dr. de Varda!

Unter Bezugnahme auf die mit Ihnen geführten Besprechungen und den Schriftwechsel über die Vertragsverhandlungen teilen wir Ihnen folgendes mit:

1) Exportvertrag für Polypropylen und Copolymere für plastische Anwendungen

Wir teilen Ihnen gern mit, daß wir mit dem EXPORT LICENCE AGREEMENT in der Fassung, die Sie uns mit Ihrem Schreiben vom 25.6.1959 zugesandt haben, einverstanden sind. Wir bitten Sie, uns die von Ihnen unterzeichneten Vertrags-exemplare zur Unterschrift durch uns zuzusenden.

Die von Ihnen gewünschte Erklärung, daß wir bereit sind, Ihnen im Zusammenhang mit dem Abschluß des Export-Lizenz-Vertrages in Italien unter angemessenen Bedingungen nicht-ausschließliche, nicht-übertragbare Lizenzen auf unsere Patente auf dem gleichen Gebiet, auf dem wir durch die von Herrn Professor Ziegler erhaltene Lizenz über die Montecatini-Erfindungen in Deutschland verfügen können, zu erteilen, fügen wir hier bei.

- 2 -

Dieser Brief ist auf „Ozolid“ lichttaustfähig

DRAHTWORT
Farbwerke
Frankfurt/Main

* FERNSPRECHER
310501

FERNSCHREIBER
041 234
Farbw. Hoechst

GESCHAFTSZEIT
Montag bis Freitag
7^h—17^h Uhr

KONTEN
Dresdner Bank AG. Frankfurt (Main), Nr. 531 803
Commerzbank AG. Frankfurt (Main), Nr. 57 072
Deutsche Bank AG. Frankfurt (Main), Nr. 22 500
Landeszentralbank in Hessen, Frankfurt (Main), Girokonto Nr. 4 819
Hessische Landesbank - Girozentrale - Frankfurt (Main), Girokonto Nr. 24 100



FARBWERKE HOECHST AG.
vormals Meister Lucius & Brüning

Empfänger

Unsere Zeichen
Patentabteilung

Frankfurt (M.) - Hoechst

Blatt

Dr. de Varda, Montecatini, Milano Dr.E/Jo

11. Sept. 1959

2

Betreff

Vertragsverhandlungen auf dem Polypropylen-Gebiet

2) Lizenzverhandlungen über Polypropylen-Fasern

In dieser Angelegenheit haben wir im Anschluß an unsere Besprechungen in Mailand am 9. und 10.2.1959 durch Schriftwechsel (Ihr Schreiben vom 10.3.1959 und unser Schreiben vom 2.4.1959) verabredet, daß Ihre Mitteilungen an uns bezüglich der Eigenschaften der Fasern und die Zusendung der von uns erbetenen Muster von Rohstoffen, Fasern und Fertigartikeln auf einen späteren Zeitpunkt verschoben werden sollen, da Sie zunächst noch wichtige Versuche abschließen wollten. Sie hatten uns mitgeteilt, daß Sie glaubten, uns die nötigen Unterlagen innerhalb von etwa 3 bis 4 Monaten zur Verfügung stellen zu können. Auch Herrn Dr. Giustiniani haben wir bei dessen Besuch in Hoechst am 1. Juli d.J. nochmals gebeten, uns Faser-Rohstoffe, Fasern und Fertigfabrikate zu Prüfungszwecken zu überlassen. Herr Dr. Giustiniani stellte uns die Zusendung der Muster für Anfang September d.J. in Aussicht.

Wir wären Ihnen sehr dankbar, wenn Sie uns mitteilen könnten, wann wir damit rechnen können, die erbetenen Unterlagen zu erhalten, damit wir die Verhandlungen mit Ihnen auf diesem Gebiet nach den Richtlinien fortsetzen können, die wir anhand der von Ihnen vorgelegten Entwürfe bereits diskutiert haben.

3) Lizenzverhandlungen über Elastomere aus Polypropylen und Propylen-/Athylen-Copolymeren

Auch hierzu teilten wir Herrn Dr. Giustiniani mit, daß wir über die uns zugesandten kleinen Muster hinaus noch weitere Proben erhalten möchten, um uns über die Bedeutung auch dieser Produkte ein Bild zu verschaffen. Herr Dr. Giustiniani sagte auch hierzu die Zusendung weiterer Muster für Anfang September d. J. zu.

Ihren Mitteilungen in dieser Angelegenheit sehen wir gern entgegen. Wir wären Ihnen dankbar, wenn Sie uns vorab die unterzeichneten Vertragsexemplare für den Export-Lizenz-Vertrag baldmöglichst zusenden könnten.

Mit vorzüglicher Hochachtung

F A R B W E R K E H O E C H S T A G.
vormals Meister Lucius & Brüning

Handwritten signature: Huey Eilwot

Anlage



FARBWERKE HOECHST AG.

normal Meister Lucius & Brüning

Firma
M O N T E C A T I N I
Società Generale per
l'Industria Mineraria e Chimica
Via Turati, 18

M i l a n o / I t a l i a

Ihre Zeichen

Ihre Nachricht vom

Unsere Zeichen
Patentabteilung
Dr. E/Jo

Nebenstelle*

⑩ FRANKFURT (M)-HOECHST

11. September 1959

Betreff

Unter der Voraussetzung, daß das

E X P O R T

L I C E N C E A G R E E M E N T

C O N C E R N I N G T H E S A L E O F P R O P Y L E N E P O L Y M E R S F O R P L A S T I C U S E S

zwischen Ihnen und uns in der von Ihnen mit Schreiben vom 25.6.1959
uns vorgelegten Fassung abgeschlossen werden wird, geben wir Ihnen
die folgende Zusicherung:

Wir sind bereit, Ihnen für die Dauer des mit Ihnen
abzuschließenden Export-Lizenz-Vertrages, betreffend
den Verkauf von Propylen-Polymeren für plastische
Verwendungen, unter angemessenen Bedingungen nicht-
ausschließliche, nicht-übertragbare Lizenzen an den-
jenigen Patenten unserer Firma in Italien zu erteilen,
die auf dem gleichen Gebiet liegen, auf dem wir durch
die von Herrn Professor Dr. Ziegler an uns erteilten
und zu erteilenden Lizenzen von den Montecatini-Erfin-
dungen in Deutschland Gebrauch machen können.

*non c'è un problema
per ciò che è al di fuori
della legge Ziegler*

- 2 -

DRAHTWORT
Farbwerke
Frankfurt/Main

* FERNSPRECHER
31 05 01

FERNSCHREIBER
041 234
Farbw Hoechst

GESCHAFTSZEIT
Montag bis Freitag
7:30—17:30 Uhr

KONTEN
Dresdner Bank AG., Frankfurt (Main), Nr. 531 803
Commerzbank AG., Frankfurt (Main), Nr. 57 072
Deutsche Bank AG., Frankfurt (Main), Nr. 22 500
Landeszentralbank in Hessen, Frankfurt (Main), Girokonto Nr. 4 819
Hessische Landesbank - Girozentrale - Frankfurt (Main), Girokonto Nr. 24 100
Postsparkasse, Frankfurt (Main), Nr. 12 42

Dieser Brief ist auf „Oxolid“ lichtpausfähig.



FARBWERKE HOECHST AG.
vormals Meister Lucius & Brüning

Empfänger

Montecatini, Milano

Betreff

Unsere Zeichen
Patentabteilung
Dr.E/Jo

Frankfurt (M) - Hoechst

11. Sept. 1959

Blatt

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Falls Sie mit dieser Vereinbarung einverstanden sind, bitten wir Sie, uns Ihr Einverständnis durch Unterzeichnung der anliegenden / Zweitschrift dieses Briefes zu erklären.

Mit vorzüglicher Hochachtung

FARBWERKE HOECHST AG.
vormals Meister Lucius & Brüning

Heinrich



FARBWERKE HOECHST AG.
vormals Meister Lucius & Brüning

INDUSTRIE CHIMICA
DEL POLITECNICO
★ 7 FEB 1959 ★
R 2051

*Carlo
Hoechst*

16 FEB. 1959
MON...
IL.

Herrn
Dr. de Varda
MONTECATINI
Società Generale per
l'Industria Mineraria e Chimica
Via Turati, 18
M i l a n o
I T A L I E N

Ihre Zeichen

Ihre Nachricht vom

Unsere Zeichen
Patentabteilung

Dr.E/Ib

Nebenstelle*

⑩ FRANKFURT (M.)-HOECHST

12. Februar 1959

Betreff

Sehr geehrter Herr Dr. de Varda!

In den Besprechungen, die wir mit Ihnen in Mailand hatten, und insbesondere in der sehr angenehmen Unterhaltung mit Herrn Dr. Giustiniani, wurde unsererseits vorgeschlagen, uns Muster von Fäden, Fasern, Textilien usw. aus Polypropylen für die Prüfung zur Verfügung zu stellen, und zwar, um auch die Geheimhaltung gegenüber Dritten zu gewährleisten, unter einem besonderen Secrecy Agreement.

Vereinbarungsgemäss übersenden wir Ihnen anliegend den Text eines solchen Geheimhaltungsabkommens, damit Sie prüfen können, ob Sie mit dieser Fassung einverstanden sind oder noch Abänderungen des Textes wünschen.

Ihrer Stellungnahme zu dem anliegenden Entwurf sehen wir gern entgegen.

Mit vorzüglicher Hochachtung

FARBWERKE HOECHST AG.
vormals Meister Lucius & Brüning

Eilwert *Mrs.*

Mrs. di ni
M

Dieser Brief ist auf „Oxalid“ lichtpausfähig

DRAHTWORT
Farbwerke
Frankfurt/Main

* FERNSPRECHER
31 05 01

FERNSCHREIBER
041 234
Farbw. Hoechst

GESCHAFTSZEIT
Montag bis Freitag
7h—17h Uhr

KONTEN
Dresdner Bank AG, Frankfurt (Main), Nr. 331 808
Commerzbank AG, Frankfurt (Main), Nr. 37 072
Deutsche Bank AG, Frankfurt (Main), Nr. 22 300
Landeszentralbank in Hessen, Frankfurt (Main), Girokonto Nr. 4/819
Hessische Landesbank - Girozentrale - Frankfurt (Main), Girokonto Nr. 24 100

~~DRAFT~~

16 FEB. 1959

(February 12, 1959)

MONTECATINI
Società Generale per
l'Industria Mineraria e Chimica
Via Turati, 18
M i l a n
ITALY

Dear Sirs,

Re: Negotiations regarding polypropylen
fibers license agreement

It is understood that your company, MONTECATINI, Società Generale per l'Industria Mineraria e Chimica, Milan, (hereinafter called "Montecatini") has developed a process for the production of polypropylen fibers and is in possession of valuable technical knowledge and information relating to the production of polypropylen fibers. It is further understood that Montecatini is in possession of continuous filaments, monofils, yarns, staple fibers, tops and textile articles or the like produced out of propylen polymers.

Our company, Farbwerke Hoechst AG. vormals Meister Lucius & Brüning, Frankfurt/Main-Hoechst, (hereinafter called "Hoechst") wishes to consider whether to acquire a license from Montecatini to use processes and to manufacture and sell products and articles in the field of polypropylen fibers and is, therefore, desirous to obtain samples of continuous filaments, monofils, yarns, staple fibers, tops and textile articles or the like produced out of propylen polymers for evaluation and testing.

Montecatini is agreeable to supplying such samples to Hoechst in order to enable Hoechst to study the properties of the polypropylen fibers.

This is to assure you, and Hoechst does hereby agree that

- 1) all samples of polypropylen fibers and
- 2) all technical information, data and know-how which can be deducted from the testing of such samples will be received and held in confidence by Hoechst and
- 3) Hoechst will take such steps as may be reasonable necessary

to prevent that the samples can be inspected by others and that others obtain any information, data and knowledge of the properties of the samples and of the results of the tests made by Hoechst.

Hoechst agrees to inform Montecatini of the results of any tests made with the materials and samples supplied to Hoechst under this secrecy agreement.

Except for the above provisions Hoechst shall be under no obligation of any kind to Montecatini unless, after Hoechst's evaluation of the subject matter relating to the production of polypropylen fibers, Hoechst and Montecatini are able to arrive at a mutually satisfactory license agreement.

This letter is being sent in duplicate so that you may keep the original for your files and return the copy to us after it has been signed on behalf of Montecatini in the space provided below to indicate acceptance of its provisions.

Very truly yours,

.

A c c e p t e d :

MONTECATINI

MONTECATINI

Società Generale per l'Industria Mineraria e Chimica

Brevetti e Documentazione Tecnica
dv/ma

PROMEMORIA

INDUSTRIALE DEL POLITECNICO
* 16 FEB 1959 *
R 2045

13 Febbraio, 1959

Data

Contelli, Hoechst

Ing. Piero GIUSTINIANI

per il Signor.....

• p.c. **Ing. ORSONI**
Prof. NATTA

**Oggetto: Relazione sulle trattative Hoechst licenza fibre poli-
propilene Germania -
Riunioni Milano 9-10 febbraio 1959 -**

- 1) E' stato consegnato ai quattro signori della Hoechst un "License Agreement draft" per fibre completo di cifre.
- 2) E' stato discusso detto draft e sono state fatte e/o sollevate correzioni ed obiezioni.
- 3) E' stata mostrata dall'Ing. Larcher una stoffa ("fresco" da uomo) contenente il 100% di polipropilene.
- 4) Sono state fornite dall'Ing. Larcher alcune informazioni sulle principali caratteristiche di impiego di dette fibre e sul presunto "plafond" del loro futuro prezzo di vendita (Lire 1000/kg).
- 5) Sono state pure eseguite su ms. campioncini alcune prove tecnologiche immediate quali l'infiammabilità, l'assaggio di purezza, il pilling, ecc., ma non sono stati consegnati campioni di nessun genere.
- 6) I signori della Hoechst hanno dichiarato di essere perfettamente edotti sulle particolari caratteristiche che deve possedere il polimero per essere atto ad essere filato. Hanno pure confermato che anche il miglior polipropilene per usi plastici non è adatto per la filatura.
- 7) Di fronte alla insistente richiesta dei tedeschi di poter portare a casa loro dei campioni, se non altro per saggiare la presunta reazione (nel campo tessile ovviamente conta anche il gusto preferenziale) del consumatore tedesco di fronte a questo nuovo tipo di fibra e di tessuti, l'Ing. Giustiniani si è riservato di riesaminare la nostra risposta per ora negativa. E questo caso per caso e con maggior larghezza se sarà stato possibile nel frattempo concludere un accordo impegnativo di segretezza.
Rishold sottoporrà quanto prima a Brev uno schema di accordo del genere.

./.

PROMEMORIA

per il Signor.....

2)

- 8) I signori della Hoechst hanno dichiarato che i nostri down payments, le nostre royalties e anche i nostri scaglionamenti erano troppo elevati e non tenevano conto delle reali condizioni del mercato tedesco. Abbiamo poi saputo da Kreisler che erano stati autorizzati dalla loro superiore direzione a sottoporre a Montecatini le cifre della loro contro-proposta. Però, specialmente dopo l'esposto fatto dall'ing. Larcher hanno ritenuto preferibile ritornarsene a casa a ridiscutere dette cifre evidentemente troppo basse, che non erano più in chiave con l'evolversi della loro opinione sul reale valore della nostra fibra nel corso del loro soggiorno a Milano.
- 9) I signori della Hoechst elaboreranno al più presto, in base a quanto visto, saputo e discusso a Milano nei giorni scorsi, delle controposte ampiamente motivate e possibilmente anche documentate che sottoporranno a Montecatini unitamente ad una serie di ulteriori domande alle quali saremo naturalmente liberi di rispondere o no.
- 10) Von Kreisler ha formalmente promesso di interporre i suoi buoni uffici affinché Eiegler rinunci alla sua richiesta di tre licenze non esclusive ma accetti la soluzione di due licenze semi-esclusive fatta ormai "digerire" anche alla Hoechst.

Con ossequio.

all/

7th February, 1959

Ediz. F/C bis

POLYPROPYLENE FIBERS LICENCE AGREEMENT

THIS AGREEMENT, entered into this day of
by and between MONTECATINI Società Generale per l'Industria
Mineraria e Chimica, an Italian Corporation having offices
at Via Turati, 18, Milan, Italy (hereinafter called "MONTE-
CATINI" or "Licensor"), and
.....
having offices at
(hereinafter called "Licensee").

W I T N E S S E T H

WHEREAS Montecatini represents that it has the exclusive right
to grant licences and manufacturing and selling rights in
Germany in the Manufacturing Field and in the Users Field (as
defined below) under certain patents and patent applications;

WHEREAS Montecatini is conducting further research which may
result in the discovery of other improvements in said Fields;

WHEREAS Licensee desires to acquire a licence in Germany to
use processes and to manufacture and sell products, and arti-
cles according to the terms of this Agreement;

WHEREAS Montecatini is possessed of valuable technical knowledge
and information relating to the production of polypropylene
fibers;

NOW, THEREFORE, in consideration of the premises and of the
mutual and dependent covenants the parties hereto mutually
agree as follows:

ARTICLE I: Definitions

Wherever used in this Agreement the following terms have the following meaning:

1. The term "Patent Rights" shall mean:
 - (a) all German patent applications (and the German patent that will issue therefrom) and/or those parts of each of said patent applications (and of the patents that will issue therefrom) belonging to Montecatini which are applicable to the Manufacturing Field and/or to the Users Field, filed in Germany prior to January 1st, 1959 (as listed in the attached Schedule A);
 - (b) the German counterparts of any other patent applications belonging to Montecatini or of those parts of each of said patent applications, which are applicable to the Manufacturing Field and/or to the Users Field, first filed anywhere in the world after December 31st, 1957 and prior to January 1st, 1960.
2. The term "Agreement Products" shall include only the following items:
 - (a) flat singles continuous filament yarns, thrown singles continuous filament yarns, tows, staple fibers and tops made of or containing polypropylene, the filaments or fibers of which when in the final drawn condition have a greatest cross-sectional diameter not exceeding 1 mm;
 - (b) monofilms made of or containing polypropylene which when in the final drawn condition have a greatest cross-sectional diameter not exceeding 1 mm.
3. The term "Manufacturing Field" shall include only the following:
 - (a) Any process or processes whereby out of homopolypropylene polymers one may produce the Agreement Products,

- (b) any apparatus suitable for carrying out any of the processes defined under (a);
 - (c) any composition made out of polypropylene to be used in the processes defined under (a); provided the other components of said compositions have been added to the propylene homopolymers after its polymerization from propylene;
 - (d) Agreement Products as defined herein.
4. The term "Users Field" shall include any and all processes and apparatuses (exclusive of those in the Manufacturing Field) for using or treating Agreement Products, including the manufacture of yarns or textile articles or the like from Agreement Products.
5. The term "Licensee" shall include all companies 50% (fifty percent) or more of the voting stock of which shall be owned directly or indirectly by Licensee, provided said companies are agreeable to Montecatini and accept in writing the obligations of the present Agreement.
6. The term "Net Sales Price" shall mean the gross sales prices to customers, less quantity or prompt payment discounts, container costs, transportation, insurance, and delivery expenses and allowances for returns (when any such deductions are separately stated on invoices or bills submitted to the customer by Licensee)

and any duty or taxes based directly on sales or turnover or delivery of material produced under this Agreement, which is absorbed by Licensee.

7. The term "Filament" or "Fibers" shall mean a unit of matter having a length at least 100 times its diameter or width and having a definitely preferred orientation of its molecules with respect to a specific axis, and which can be spun into a yarn or made into a fabric by interlacing in a variety of methods, including but not limited to weaving, knitting, brading, felting, and twisting.
8. The term "semi-exclusive licence" is to be construed in the sense that at no time during the present agreement Licensor will have more than two licensees in Germany at the same time under the Patent Rights in the Manufacturing and Users Fields, including Licensee.

ARTICLE II; Licence Grant

Montecatini hereby grants to Licensee until the expiration of the last of the Patent Rights to expire, a semi-exclusive licence limited to Germany under the Patent Rights to use any or all of the processes of the processes of the Manufacturing and Users Field(s) but only to manufacture in a plant having a maximum production capacity of 10,000 metric t/y of Agreement Products any or all of the Agreement Products, and textile articles obtained therefrom and to use or sell said products, and articles obtained therefrom, with the right of granting non exxclusive sublicences to Licensee's customers who purchase Agreement Products from it directly or indirectly, such sub-licences being limited:

- (a) in the case of the Manufacturing Field, to the conversion of flat singles continuous filament yarns into thrown singles continuous filament yarns and the copversion of tows into staple fibers or tops and the conversion of staple fibers into tops; and

- (b) to use only in connection with Agreement Products so purchased.

ARTICLE III: Consideration (lump sums and royalties)

Licensee shall pay subject to the provisions of Article VII:

1. as initial and partial consideration for the licence under Patent Rights the following sums which in no case will be reimbursable:
 - (a) on the date of execution of the present Agreement 1,000,000.-- D.M. (one million Deutsch Mark)
 - (b) within 12 (twelve) months from the date on which the present Agreement is executed 1,000,000.-- D.M. (one million Deutsch Mark)
2. A running royalty as directed below for all the Agreement Products and other products or articles obtained therefrom produced by Licensee and sold by Licensee to third parties or utilized by Licensee.
3. The rate of such royalty shall be of 5% (five percent) of the Net Sales Price of the products or articles as sold provided as follows:
 - (a) In case of continuous filament yarns and monofilaments the cost (based on the current costing procedure of the Licensee) of all operations carried out by Licensee beyond the first reeling or other collecting operation following all drawing operations,

and in case of tops the cost (as aforesaid) of all operations, carried out by Licensee for the conversion of tows or staple fibers into tops, shall be deducted;

- (b) the Net Sales Price of Agreement Products utilized or consumed by the Licensee in its own operations (other than for reasonable tests and trials carried out by it) shall be what the Net Sales Price would have been if such Agreement Products had been sold by Licensee at the date of utilization but in cases where these operations include the conversion of Agreement Products royalty shall be payable only on the final Agreement Products less any deductions allowable under (a) above;
- (c) In case of products obtained by further processing, treating etc. of the Agreement Products or in case of textile articles obtained therefrom the royalty shall be due only on the Net Sales Price of the Agreement Products contained therein, as provided under (b) above.

- 4. Only one royalty shall be payable by Licensee on any kilo of material made under the present licence.
- 5. Except for the provisions of Section 6 of the present Article, the royalty provided for under Section 3 above shall be due for a period of 10 (ten) years beginning with the date of the starting up of Licensee's first commercial production. Said royalty shall be due on any and all the Agreement Products and articles obtained therefrom produced by Licensee even if not covered by any claim of any Patent Rights.

After such 10 (ten) years period the 5% (five percent) royalty shall be due where the Agreement Products and/or the other products or articles obtained therefrom or the relevant processes or both are covered by any one or more claims of any granted Patent Rights and during the entire life of said Patent Rights.

6. In case all the basic patent applications listed in Schedule C are abandoned or finally denied without possibility of appellate review in any action or decision by the Patent Office or by any tribunal on appeal therefrom the royalty provided for under Section 3 of this Article, shall be reduced to 3% (three percent). Said 2.50% (two and a half) royalty shall be due until the 10 (ten) years period referred to under Section 5 of the present Article has elapsed.

After such 10 (ten) years period the 3% (three percent) royalty shall be due where the Agreement Products and/or the other products or articles obtained therefrom or the relevant processes or both are covered by any one or more claims of any granted Patent Rights and during the entire life of said Patent Rights.

7. The date of the starting up of Licensee's first commercial production will, for the purpose of this Agreement, be considered the date by which Licensee has manufactured 50 tons of saleable Agreement Products.

ARTICLE IV: Increase of productive capacity.

Licensee will be permitted to increase its productive capacity either by enlarging the 10,000 mt/y plant provided for in Article II or by building of new plants.

For each such increase, Licensee shall:

- (a) give Licensor a detailed advance notice in writing at last 3 (three) months before the date on which actual work for the increase of the capacity of the existing plant or for the erection of a new plant is planned to begin.

(b) pay Licensor for any 5,000 mt/y increase, 500,000 D.M. (five hundred thousand Deutsch Mark) within 3 (three) months from the date of the notice referred to under (a) above, as initial and partial consideration for the enlargement of the scope of the Licence granted under Article II to include the relevant increase in productive capacity,

(c) pay Licensor (except for the provisions of Article III Section 6) the royalty of 5% (five percent) as directed under Article IV, Sections 3, 4 and 5 up to a total production of 15,000 mt/y.

If the yearly production exceeds said amount, the royalty due on the share of production in excess of 15,000 mt shall be reduced to 4% (four percent).

In the case provided for under Section 6 of Article III the royalty shall be 3% (three percent) on the whole production even if exceeding a total production of 15,000 mt/y.

ARTICLE V: Limitation on licence - Exports.

1. The licence herein granted extends to Germany only, and does not confer any rights whatever in any country other than Germany except for the provisions of Section 2 of this Article.
2. The parties hereto will not at any time hereafter assert against each other or against any third party according similar non-assertion of patents or of rights under patents or against any direct or indirect customers of each other or of such third party, any patents or rights under patents, having a priority date earlier than January 1st, 1960, to prevent the import, treatment, use or sale in any country in the world of any fabricated articles manufactured from Agreement Products, but it is understood that the expression "fabricated articles" does not include Agreement Products which have been merely coloured or treated with a textile or other processing agent or which have been merely crimped or looped.

The parties hereto shall from time to time if mutually so agreed review the operation of this Article with the object of extending or limiting its scope in such manner as appears best to the parties to establish as much commercial freedom as is practicable for themselves and especially for their customers in respect of fabricated articles manufactured from Agreement Products.

ARTICLE VI: Books of Account and Reports.

1. Licensee shall keep true books of account containing an accurate and complete record of all data necessary for the computation of royalties payable according to this Agreement.
2. On or before the last day of February, May, August, and November of each year during the life of this Agreement, Licensee shall furnish Montecatini with two copies of a written statement (signed by an authorized official of Licensee) covering the calendar quarter year ending two months previously and showing:
 - (a) the number of kilos of each of the various Agreement Products and articles obtained therefrom manufactured under the licence herein granted, respectively produced, sold, utilized or processed during the calendar quarter year covered by said statement; and
 - (b) the detailed computation of all royalties then due.

In the event that Licensee does not use the license granted during any calendar quarter of any year, Licensee shall so advise Montecatini within the time the said written statements would otherwise be due.

3. Licensee shall permit Montecatini during regular business hours (at Montecatini's own expense and upon 5 (five) days' prior written notice) by an independent certified public accountant selected by Montecatini (except one to whom Licensee has some reasonable objection) to examine and take abstracts from the relevant records of Licensee to such extent as may be reasonably necessary to enable such accountant to verify or determine royalties paid or payable under this Agreement.

The report of any such accountant indicating for each licensed product, composition or article the amount of royalty due, if any, shall be made available by Montecatini to Licensee.

Such accountant shall not disclose to Montecatini any information relating to the business or affairs of Licensee other than such information as properly pertains to the computation of the amounts produced and of the royalties due hereunder, if any.

ARTICLE VII: Payments.

1. Royalties payable by Licensee under this Agreement shall be payable together with the statements required under Article VI and within 60 (sixty) days following any termination or expiration of this Agreement prior to or during any such reporting period.

2. The lump sums and royalty payments payable by Licensee under this Agreement shall be paid in Deutsch Mark to Montecatini in Italy as Montecatini will direct.
3. If any amounts payable to Montecatini pursuant to this Agreement shall be subject to German taxes which Licensee is required to pay or to withhold, Licensee shall pay such a sum or compute the royalty at such a rate, as to yield to Montecatini after payment of any such German taxes, the full amounts provided for in this Agreement.
4. Any overdue payment shall bear interest at the rate of 6% (six percent) per annum.

ARTICLE VIII: Secrecy

Licensee agrees that all unpublished Patent Rights, which Montecatini undertakes to disclose to Licensee as soon as practicable after the relevant applications have been filed in Germany, shall be treated as confidential disclosure and shall be maintained in confidence while they remain unpublished.

Since this Agreement is a document involving the common interests of both contracting parties the term of the present Agreement shall never be disclosed by one of the parties to third parties and even less to the public without the previous consent in writing of the other contracting party.

ARTICLE IX: Licensee's Inventions.

1. (a) If at any time prior to January 1st, 1960, Licensee as a result of its own research, shall have filed or if it shall have acquired by that date a patent application or a patent or licensing rights in any country, dominating a material part of the Manufacturing or Users Field(s) in such country Licensee agrees that, to the extent it can do so without payments by it (unless such payments is reimbursed to it) it shall offer a non-exclusive licence

for the whole life of the relevant patent(s) in each said country on uniform terms, to all the other licensees in that country of the Licensor under the Manufacturing or Users Field(s) or under a part of them, who have agreed or will agree through the Licensor to grant comparable licenses to Licensee. Any such licence granted by Licensee shall provide for the payment of reasonable royalties by the licensee in question, said royalties to be determined by mutual agreement between Licensee and such other licensee, but at a rate not higher than the corresponding royalty rate of this Agreement. Licensor agrees to incorporate a similar provision in all future agreements made with licensees of the Licensor in the Manufacturing and Users Field(s). When requested from time to time by Licensee, Montecatini will give the names of all its licensees who have agreed to grant to Licensee such comparable licences mentioned above.

- (b) The obligations provided for under (a) above are undertaken by Licensee subject to its previous engagement deriving from agreements entered into prior to the date of the present Agreement, which engagements are listed and defined in detail in Enclosure B to the present Agreement. The engagements towards the Licensee of the other licensees who have accepted or will accept in their agreements with Licensor a provision corresponding to (a) above, are or shall be undertaken excluding the countries and/or fields in which, as a consequence of the said engagements listed in Enclosure B, Licensee has undertaken no obligation towards said other licensees.

The other licensees in their turn shall have the right to undertake the obligations provided for under (a) subject to their previous engagements entered into prior to the date of their agreement with Montecatini, and the same provisions shall apply.

2. If Licensee, as a result of its own research or by acquisition in any manner, has obtained or shall obtain a patent or patents or licensing rights in any country, having a priority date earlier than January 1st, 1960 and with at least one claim applicable to the Manufacturing and Users Field(s), Licensee shall offer a non-exclusive licence on said patent(s) or rights for the whole life thereof to Montecatini in each such country, on Montecatini's request. Any such licence shall provide for the payment of reasonable royalties by the licensee in question, said royalties to be determined by mutual agreement between Licensee and such licensee but at a rate not greater than the corresponding royalty rate of this Agreement.

ARTICLE X: Term of Agreement

This Agreement shall become effective after its execution by both Licensee and Montecatini and shall continue in effect until the expiration of the last to expire of the Patent Rights.

ARTICLE XI: Termination.

1. In the event of failure of Licensee to make reports and/or payments when due, Montecatini at its election

may terminate this Agreement and the licences granted to Licensee hereunder, upon 60 (sixty) days' written notice and without waiver or loss of its rights, or it may continue this Agreement in force and proceed to the collection of payments as due. If, during the running of any 60 (sixty) days' notice period, and provided Licensee shall have otherwise fulfilled its obligations under this Agreement, Licensee shall supply all statements and pay all sums and interest then due under this Agreement, this Agreement and the licences herein granted to it shall remain in full force and effect.

2. In the event that bankruptcy or similar proceedings respecting the solvency of Licensee shall prevent Licensee from complying with any of the provisions of this Agreement, Montecatini may at its election terminate this Agreement and the licences granted to Licensee upon 60 (sixty) days' written notice.
3. (a) In the event that within three years and a half after the execution of the present Agreement by Licensee and Montecatini, the commercial productive capacity of Licensee's plant has not reached at least 4,000 mt/y, while the commercial productive capacity of the other semi-exclusive licensee (as defined under Article I Section 8) has reached said 4,000 mt/y, Licensor shall have the right to terminate this Agreement and the licenses granted to Licensee hereunder upon 60 (sixty) days' written notice and Licensee shall not be entitled

to recover any of the payments made by it under this Agreement.

- (b) If on the contrary neither Licensee's nor the other semi-exclusive licensee's commercial capacity has reached 4,000 mt/y, Licensor at its election shall likewise the right to terminate this Agreement as provided for under (a) of this Section but in this case Licensor will offer to Licensee to modify the present Agreement into a non-exclusive licence agreement at royalty rates not higher than those provided for in the present Agreement.

ARTICLE XII : Effect of termination.

Termination of this Agreement shall not affect:

- (a) Licensee's obligations arising out of the provisions of Article VIII hereof;

- (b) Licensee's obligations of report and pay royalty on and to keep records and permit inspection with respect to all products, compositions or articles made or contracted for before such termination, even though actually used or sold after such termination;
- (c) any licence granted or required to be granted under Article IX hereof as a result of events occurring prior to such termination;
- (d) Licensee's obligations under Article XV.

ARTICLE XIII: Validity of Patents

Licensee shall not at any time directly or indirectly question or dispute or aid in questioning or disputing the validity of any Montecatini's patent application having at least one claim applicable to the Manufacturing and Users Field(s).

ARTICLE XIV: Notices

All notices given hereunder shall, if intended for the Licensor, be sent ^{by} ordinary mail or by cable (confirmed by mail) to Società Montecatini (Brevetti), Via Turati 18, Milan (Italy) or if intended for Licensee shall be similarly sent to Licensee at its address set out hereinabove; provided, however, that either of such addresses may be changed by two weeks written notice thereof to the other party.

Any notice given by mail and by cable shall be effective five days after being sent.

ARTICLE XV: Arbitration

1. All disputes arising out of or in connection with the present Agreement, any performance or non performance thereof, or the consequences of any of the foregoing, shall be finally settled by arbitration.
2. The arbitration shall take place in the Canton of Zürich, Switzerland. The dispute will be submitted to three Arbitrators, of which two shall be appointed one by each of the parties and the third one (who shall be a national of a country other than Italy and Germany) by the former two. In the event that either of the parties, although duly requested in writing, shall fail within 60 (sixty) days to designate its arbitrator, or in the event that the said arbitrators shall fail within 60 (sixty) days to designate such third arbitrator, such arbitrator shall be appointed by the Court of Appeals of Zürich, Switzerland, upon the application of either party.
3. The arbitrators shall determine their own procedure in pursuance of the basic rules of procedure of the Canton of Zürich.
4. As to interpretation, application and performance of this Agreement, Swiss law shall be applicable, but the arbitrators shall decide, insofar as legitimate and possible, according to what they deem just and equitable. The award to be rendered shall be final and conclusive and binding upon all the parties without any right to appellate or other review.

Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof and in any event the parties agree, provided this is possible according to the Swiss law, to submit to the jurisdiction of any Court in Switzerland to enter judgment on said award.

5. The compensation for licences under Article IX, Sections 1 and 2, shall be determined in the same way, in case of disagreement.

Signed at

MONTECATINI Società Generale
per l'Industria Mineraria e
Chimica

on

by _____

Signed at

on

by _____

7th February, 1959

Ediz. F/C

COROLLARY LETTER No. 1

....., 1959

(from Montecatini to Licensee)

Dear Sirs,

With reference to the Polypropylene Fibers Licence Agreement (hereinafter called the Agreement) entered into between our Companies on it is agreed by this Additional Agreement that the following shall apply notwithstanding anything to the contrary in the Agreement:

1. The definitions of the terms given in the Agreement shall also apply to the provisions of this Additional Agreement.
2. Since between Montecatini and Prof. Dr. Dr. Karl Ziegler (Kaiser Wilhelm Platz 1 (22a), Mülheim, Ruhr, Germany, hereinafter called "Ziegler") it has been agreed that in consideration of Prof. Ziegler's rights as preferred purchaser of the Patent Rights he is entitled to receive a share of all Montecatini's proceeds from the relevant licence agreements, Article VII, Section 2 of the Agreement, is amended as follows:
" 2. All the lump sums and royalty payments payable by
" Licensee under this Agreement shall be paid in
" Deutsch Mark as follows:
" (a) 82.50% (eightytwo and fifty percent) to Montecatini
" in Italy as Montecatini will direct;
" (b) 17.50% (seventeen and fifty percent) to Ziegler
" in Germany as Ziegler will direct. "

Very truly yours

" M O N T E C A T I N I "

Accepted at
on

by _____

PROMEMORIA

ISTITUTO DI CHIMICA
INDUSTRIALE DEL POLITECNICO

* 16 FEB 1959 *

R

2044



13 Febbraio 1959

Data, _____

Cartelle Hoechst

Ing. Piero GIUSTINIANI

per il Signor. _____

e p.c. Ing. ORSONI
Prof. NATTARELAZIONE**Oggetto: Trattative Hoechst licenza elastomeri propilenici
Germania - (Riunioni Milano 9-10 febbraio u.s.) -**

- 1) E' stato consegnato ai quattro signori della Hoechst un "License agreement draft" per elastomeri completo di cifre.
- 2) E' stato discusso il draft e sono state fatte e/o sollevate correzioni ed obiezioni.
- 3) E' stata mostrata una delle serie di campioncini di copolimeri vulcanizzati variamente colorati e trattati, predisposta dall'Ing. Ballabio per una prossima divulgazione in Italia e all'estero.
- 4) Su indicazione dell'Ing. Ballabio è stato da noi precisato (indicativamente) che il prezzo di vendita di detti copolimeri sarà inferiore a quello del G.R.S. (o Buna) (quotato 20+21 cents per libbra negli U.S.A.).
- 5) Non è stato accolto invece dai signori della Hoechst, probabilmente in quanto non erano tecnici della gomma, il mio suggerimento di pregare l'Ing. Ballabio di fornire a voce alcune delucidazioni di carattere tecnologico e commerciale.
- 6) Anche in questo caso i signori della Hoechst hanno dichiarato che i ns. down payments, le ns. royalties e anche i ns. scaligioni erano troppo elevati e non tenevano conto delle reali condizioni del mercato tedesco.
- 7) Anche per tutto il resto vale quanto detto ai punti 5 e 6 della relazione fibre.

Con ossequio.

all/

8th February, 1959

E. / A

ELASTOMERS OF POLYPROPYLENE AND OF PROPYLENE-ETHYLENE COPOLYMERS

LICENCE AGREEMENT

THIS AGREEMENT, entered into this day of
by and between MONTECATINI Società Generale per l'Industria Mine-
raria e Chimica, an Italian Corporation having offices at Via
Turati, 18, Milan, Italy (hereinafter called "MONTECATINI" or
"Licensor"), and
.....
having offices at
(hereinafter called "Licensee")

W I T N E S S E T H

WHEREAS Montecatini represents that it has the exclusive right
to grant licences and manufacturing and selling rights in Germany
in the Agreement Field (as defined below) under certain patents
and patent applications;

WHEREAS Montecatini is conducting further research which may result
in the discovery of other improvements in said Field;

WHEREAS Licensee represents that it is a licensee of Prof. Dr. Dr.
Karl Ziegler under German patent applications and patents
that will issue therefrom relating to polymerization of propylene
and copolymerization of ethylene with propylene belonging to prof.
Ziegler;

WHEREAS Licensee desires to acquire a licence in Germany to use
processes and to manufacture and sell products, compositions and
articles according to the terms of this Agreement;

WHEREAS Montecatini is possessed of valuable knowledge and inform-
ation relating to the production and use of polypropylene-ethylene
copolymers and elastomeric polypropylene;

NOW, THEREFORE, in consideration of the premises and of the mutual
and dependent covenants, the parties hereto mutually agree as
follows:

ARTICLE I: Definitions

Wherever used in this Agreement the following terms have the following meaning:

1. The term "Patent Rights" shall mean:

- (a) all patent applications (and patents that will issue therefrom) and/or those parts of each of said patent applications (and of the patents that will issue therefrom) belonging to Montecatini, which are applicable to the Agreement Field filed in Germany prior to January 1st, 1959 (as listed in the attached Schedule A),
- (b) the German counterparts of any other patent applications belonging to Montecatini or of those parts of each of said patent applications, which are applicable to the Agreement Field first filed anywhere in the world after December 31st, 1957 and prior to January 1st, 1960.

2. The term "Agreement Products" shall include only the following material:

- (a) polypropylene and propylene ethylene copolymers containing up to 30% by weight ethylene monomeric units) produced by Licensee, having a molecular weight above 2,000, a content of at least 98% by weight of polymerized ethylene and propylene to be transformed into an elastomeric product and/or into an elastomeric composition and/or into an elastomeric article,
- (b) elastomeric products made from the homopolymers and/or from the copolymers defined under (a)
- (c) elastomeric compositions made from the homopolymers and/or from the copolymers defined under (a) and/or from the products defined under (b) including gum plastic
- (d) elastomeric articles made from the homopolymers and/or from the copolymers defined under (a) and/or from

the products defined under (b) and/or from the compositions defined under (c).

3. The term "Agreement Field" shall include only the following:
- (a) the Agreement Products
 - (b) the use in the elastomeric field of polypropylene and/ of propylene-ethylene copolymers as defined under 2 (a),
 - (c) all processes for transforming said polymers and copolymers into elastomers and/or for improving their elastomeric properties;
 - (d) all processes of mixing, compounding and curing in which Agreement Products are employed;
 - (e) all processes of mixing, compounding and curing of special gum plastics which:
 - (i) are made from or contain propylene homopolymers and/or propylene-ethylene copolymers (up to 80% by weight of copolymerized ethylene) apt to be transformed into elastomers,
 - (ii) contain not less than fifty percent (50%) by weight of elastomers different from any Agreement Product.
 - (f) all processes for conditioning curing agents used in the processes defined under (d) and (e);
 - (g) any apparatus suitable for carrying out any of the processes defined under (c), (d), (e) and (f) hereof;
4. The term "Licensee" shall include all companies 50% (fifty percent) or more of the voting stock of which shall be owned directly or indirectly by Licensee, provided said companies are agreeable to Montecatini and accept in writing the obligations of the present Agreement.
5. The term "Net Sales Price" shall mean the gross sales

price to customers, less quantity or prompt payment discounts, container costs, transportation, insurance and delivery expenses and allowances for returns, (when any such deductions are separately stated on invoices or bills submitted to the customer by Licensee) and any duty or taxes based directly on sales or turnover or delivery of material produced under this Agreement, which is absorbed by Licensee.

6. The term "Elastomer" shall mean a material which at room temperature can be stretched repeatedly to at least twice its original length and, upon immediate release of the stress, will rapidly return to its approximate original length. An "elastomeric product" or "elastomeric composition" or "elastomeric article" is a product or composition or article (made wholly or in part) from or forming (being itself an "Elastomer" or to be transformed into a part or the whole of) any "Elastomer".
7. "Compounding" shall mean the fixing of type and proportions of polymers and copolymers as defined under Section 1 (a) hereof with one or more polymers and of chemicals and/or fillers and/or plasticizers in order to achieve by mixing and/or shaping and/or curing a new set of properties for the resulting compounded substance from the corresponding materials.
8. "Mixing" shall mean the mechanical processes by which the compounding materials are introduced and blended into practically homogeneous condition.
9. "Curing" shall mean the cross-linking of already existing polymers or compounded substances, obtained by any method or agent.
10. "Gum-Plastics" shall mean rigid to semi-rigid materials which are more or less intimate mixtures of two or more different polymers, or copolymers, at least one of which is a rigid plastic and at least one of which is an elastomer.

11. "Plastics" shall mean thermoplastic or thermosetting materials or compounds, obtained by polymerization, which by themselves or together with other materials, when submitted to temperature and pressures, are easily manufactured by extrusion, molding, modelling, etc., undergoing permanent deformation. It shall also mean materials that contain as an essential ingredient an organic substance of large molecular weight, are solid in their finished state, and, at some stage in manufacture or in their processing into finished articles, can be shaped by flow. The term "plastics" shall in no case include elastomers as defined above.
12. The term "semi-exclusive licence" is to be construed in the sense that at no time during the present agreement Licensor will have more than two licensees in Germany at the same time in the Agreement Field.

ARTICLE II: Licence Grant

Montecatini hereby grants to Licensee until the expiration of the last of the Patent Rights to expire, a semi-exclusive licence limited to Germany under the Patent Rights;

- (a) to use any or all of the processes of the Agreement Field and/or to sell (or use) any and all the Agreement Products up to a total invoiced quantity of 25,000 mt/y of Agreement Products;
- (b) the right of granting non exclusive licences to Licensee's customers who purchase Agreement Products from Licensee directly or indirectly.
Such sublicences being limited to use only in connection with Agreement Products so purchased.

Therefore the right of transforming polymers copolymers and compositions or of selling said polymers copolymers and compositions for transforming into plastic compositions, plastic products, plastic articles, films and textile fibers, is in no case included in the licence hereby granted.

ARTICLE III: Consideration (lump sums and royalties)

Licensee shall pay subject to the provisions of Article VII:

1. As initial and partial consideration for the licence under Patent Rights the following sums which in no case will be reimbursable:
 - (a) on the date of execution of the present Agreement DM. 1,500,000 (one million five hundred thousand Deutsche Mark)
 - (b) within 12 months from the date on which the present Agreement is executed D.M. 1,500,000 (one million five hundred thousand Detusche Mark).
2. A running royalty as directed below for all the Agreement Products produced by Licensee and/or sold by Licensee to third parties or utilized by Licensee.

3. The rate of such royalty shall be of 3% (three percent) of the Net Sales Price of the products as sold.

In the event that Licensee shall use the Agreement Products in its own operations for any purposes other than for reasonable tests carried out by Licensee, they shall be deemed for purposes of calculating royalties to have been sold by Licensee at the Net Sales Price of the Agreement Product (in the last form as used) as sold by Licensee preferably during the month of such use.

4. Only one royalty shall be payable by Licensee on any kilo of Agreement Products made and/or sold under the present licence.
5. Except for the provisions of Section 6 of the present Article, the royalty provided for under Section 3 above shall be due for a period of 10 (ten) years beginning with the date of the starting up of Licensee's first commercial production. Said royalty shall be due on any and all the Agreement Products, produced by licensee even if not covered by anyone claim of any Patent Right.

After such 10 (ten) years period the 3% (three percent) royalty shall be due where the Agreement Products or the relevant processes in the Agreement Field or both are covered by any one or more claims of any granted Patent Rights and during the entire life of said Patent Rights.

6. In case all the basic patent applications listed in Schedule C are abandoned or finally denied without possibility of appellate review in any action or decision by the Patent Office or by any tribunal on appeal therefrom the royalty provided for under Section 3 of this Article shall

be reduced to 1.50% (one and a half percent). Said 1.50% (one and a half percent) royalty shall be due until the 10 (ten) years period referred to under Section 5 of the present Article has elapsed.

After such 10 (ten) years period the 1.50% (one and a half percent) royalty shall be due where the Agreement Products or the relevant processes in the Agreement Field or both are covered by anyone or more claims of any granted Patent Rights and during the entire life of said Patent Rights.

7. The date of the starting up of Licensee's first commercial production will, for the purpose of this Agreement, be considered the date by which Licensee has manufactured 50 tons of saleable Agreement Products.

ARTICLE IV: Increase of productive capacity.

Licensee will be permitted to increase its productive capacity beyond the capacity of 25,000 mt/y of Agreement Products provided for in Article II. For each such increase Licensee shall:

- (a) give Licensor a detailed advance notice in writing at least 6 (six) months before the date on which increase of the existing capacity is planned to begin,
- (b) pay Licensor for any 10,000 mt/y increase 500,000 D.M. (five hundred thousand Deutsche Mark) within 30 (thirty) days from the date of the notice referred to under (a) above as initial and partial consideration for the enlargement of the scope of the licence granted under Article II, to include the relevant increase in productive capacity.
- (c) pay Licensor a royalty as directed under Article III Sections 3, 4 and 5 but at a rate of 2% (two percent) instead of 3% (three percent).

In the case provided for under Section 6 of Article III pay Licensor a royalty of 1.50% (one and a half percent).

ARTICLE V: Limitation on Licence - Exports

The licence herein granted extends to Germany only, and does not confer any rights whatever in any country other than Germany.

ARTICLE VI: Books of Account and Reports

1. Licensee shall keep true books of account containing an accurate and complete record of all data necessary for the computation of royalties payable according to this Agreement.
2. On or before the last day of February, May August, and November of each year during the life of this Agreement Licensee shall furnish Montecatini with two copies of a written statement (signed by an authorized official of Licensee) covering the calendar quarter year ending two months previously and showing:
 - (a) the number of kilos of each of the various Agreement Products manufactured under the licence herein granted, respectively produced, sold, utilized or processed during the calendar quarter year covered by said statement, and
 - (b) the detailed computation of all royalties then due.In the event that Licensee does not use the licence granted during any calendar quarter of any year; Licensee shall so advise Montecatini within the time the said written statements would otherwise be due.
3. Licensee shall permit Montecatini during regular business hours (at Montecatini's own expense and upon 5 (five) days' prior written notice) by an independent certified public accountant selected by Montecatini (except one to whom Licensee has some reasonable objection) to examine and take abstracts from the relevant records of Licensee to such extent as may be reasonably necessary to enable such accountant to verify or determine royalties paid or payable under this Agreement.

The report of any such accountant indicating for each Agreement Product the amount of royalty due, if any, shall be made available by Montecatini to Licensee.

Such accountant shall not disclose to Montecatini any information relating to the business or affairs of Licensee other than such information as properly pertains to the computation of the amounts produced and of the royalties due hereunder, if any.

ARTICLE VII: Payments.

1. Royalties payable by Licensee under this Agreement shall be payable together with the statements required under Article VI and within 60 (sixty) days following any termination or expiration of this Agreement prior to or during any such reporting period.
2. The lump sums and royalty payments payable by Licensee under this Agreement shall be paid in Deutsch Mark to Montecatini in Italy as Montecatini will direct.
3. If any amounts payable to Montecatini pursuant to this Agreement shall be subject to German taxes which Licensee is required to pay or to withhold, Licensee shall pay such a sum or compute the royalty at such a rate, as to yield to Montecatini after payment of any such German taxes, the full amounts provided for in this Agreement.
4. Any overdue payments shall bear interest at the rate of 6% (six percent) per annum.

ARTICLE VII: Secrecy.

Licensee agrees that all unpublished Patent Rights, which Montecatini undertakes to disclose to Licensee as soon as practicable after the relevant applications have been filed in Germany shall be treated as confidential disclosure and shall be maintained in confidence while they remain unpublished.

Since this Agreement is a document involving the common interests of both contracting parties the terms of the present Agreement shall never be disclosed by one of the parties to third parties and even less to the public without the previous consent in writing of the other contracting party.

ARTICLE IX: Licensee's Inventions.

1. (a) If at any time prior to January 1st, 1960, Licensee as a result of its own research, shall have filed or it shall have acquired by that date a patent application or a patent or licensing rights in any country, dominating a material part of the Agreement Field in such country Licensee agrees that, to the extent it can do so without payment by it (unless such payment is reimbursed to it) it shall offer a non-exclusive licence for the whole life of the relevant patent(s) in each said country on uniform terms, to all the other licensees in that country of the Licensor under the Agreement Field or under a part of it, who have agreed or will agree through the Licensor to grant comparable licences to Licensee. Any such licence granted by Licensee shall provide for the payment of reasonable royalties by the licensee in question, said royalties to be determined by mutual agreement between Licensee and such other licensee, but at a rate not higher than the corresponding royalty rate of this Agreement. Licensor agrees to incorporate a similar provision in all future agreements made with licensees of the Licensor in the Agreement Field. When requested from time to time by Licensee, Montecatini will give the names of all its licensees who have agreed to grant to Licensee such comparable licences mentioned above.

(b) The obligations provided for under (a) above are undertaken by Licensee subject to its previous engagements deriving from agreements entered into prior to the date of the present Agreement, which engagements are listed and defined in detail in Enclosure B to the present Agreement. The engagements towards the Licensee of the other licensees who have accepted or will accept in their agreements with Licensor a provision corresponding to (a) above, are or shall be undertaken excluding the countries and/or fields in which, as a consequence of the said engagements listed in Enclosure B, Licensee has undertaken no obligation towards said other licensees.

To other licensees in their turn shall have the right to undertake the obligations provided for under (a) subject to their previous engagements entered into prior to the date of their agreement with Montecatini, and the same provisions shall apply.

2. If Licensee, as a result of its own research or by acquisition in any manner, has obtained or shall obtain a patent or patents or licensing rights in any country, having a priority date earlier than January 1st, 1960 and with at least one claim applicable to the Agreement Field, Licensee shall offer a non-exclusive licence on said patent(s) or rights for the whole life thereof to Montecatini in each such country, on Montecatini's request, and in Germany to Ziegler or to Ziegler's German licensees on Ziegler's request. Any such license shall provide for the payment of reasonable royalties by the licensee in question, said royalties to be determined by mutual agreement between Licensee and such licensee but at a rate not greater than the corresponding royalty rate of this Agreement.

ARTICLE X - Term of Agreement

This Agreement shall become effective after its execution by both Licensee and Montecatini and shall continue in effect until the expiration of the last to expire of the Patent Rights.

ARTICLE XI: Termination.

1. In the event of failure of Licensee to make reports and/or payments when due, Montecatini at its election may terminate this Agreement and the licences granted to Licensee hereunder, upon 60 (sixty) days' written notice and without waiver or loss of its rights, or it may continue this Agreement in force and proceed to the collection of payments as due. If, during the running of any 60 (sixty) days' notice period, and provided Licensee shall have otherwise fulfilled its obligations under this Agreement, Licensee shall supply all statements and pay all sums and interest then due under this Agreement, this Agreement and the licences herein granted to it shall remain in full force and effect.
2. In the event that bankruptcy or similar proceedings respecting the solvency of Licensee shall prevent Licensee from complying with any of the provisions of this Agreement, Montecatini may at its election terminate this Agreement and the licences granted to Licensee upon 60 (sixty) days' written notice.
3. (a) In the event that within three years and a half after the execution of the present Agreement by Licensee

and Montecatini the commercial productive capacity of Licensee has not reached at least 10,000 mt/y of invoiced Agreement Products, while the commercial productive capacity of the other semi-exclusive licensee (as defined under Article I, Section 12) has reached said 10,000 mt/y capacity.

Licensor shall have the right to terminate this Agreement and the licences granted to Licensee hereunder upon 60 (sixty) days' written notice and Licensee shall not be entitled to recover any of the payments made by it under this Agreement.

- (b) If on the contrary neither Licensee's nor the other semi-exclusive licensee's commercial capacity of invoiced Agreement Products has reached 10,000 mt/y, Licensor at its election shall have similarly the right to terminate this Agreement as provided for under (a) of this Section.

In this case however Licensor will offer to Licensee to modify the present Agreement into a non-exclusive licence Agreement at royalty rates not higher than those provided for in the present Agreement.

ARTICLE XII: Effect of termination.

Termination of this Agreement shall not affect:

- (a) Licensee's obligations arising out of the provisions of Article VIII hereof;
- (b) Licensee's obligations to report and pay royalty on and to keep records and permit inspection with respect to all Agreement Products made or contracted for before such termination, even though actually used or sold after such termination;
- (c) any licence granted or required to be granted under Article IX hereof as a result of events occurring prior to such termination;
- (d) Licensee's obligations under Article XV.

ARTICLE XIII: Validity of Patents

Licensee shall not at any time directly or indirectly question or dispute or aid in questioning or disputing the validity of any Montecatini's ^{patent} or patent application having at least one claim applicable to the Agreement Field.

ARTICLE XIV: Notices

All notices given hereunder shall, if intended for the Licensor, be sent by ordinary mail or cable (confirmed by mail) to Società Montecatini (Brevetti), Via Turati, 18, Milan, (Italy) or, if intended for Licensee shall be similarly sent to Licensee at its address set out herein-above; provided, however, that either of such addresses may be changed by two weeks written notice thereof to the other party.

Any notice given by mail and by cable shall be effective five days after being sent.

ARTICLE XVI: Arbitration.

1. All disputes arising out of or in connection with the present Agreement, any performance or non performance thereof, or the consequences of any of the foregoing, shall be finally settled by arbitration.
2. The arbitration shall take place in the Canton of Zürich, Switzerland. The dispute will be submitted to three Arbitrators, of which two shall be appointed one by each of the parties and the third one (who shall be a national of a country other than Italy) and Germany by the former two. In the event that either of the parties, although duly requested in writing, shall fail within 60 (sixty) days to designate its arbitrator, or in the event that the said arbitrators shall fail within 60 (sixty) days to designate such third arbitrators such arbitrator shall be appointed by the Court of Appeals of Zürich, Switzerland, upon the application of either party.
3. The arbitrators shall determine their own procedure in pursuance of the basic rules of procedure of the Canton of Zürich.
4. As to interpretation, application and performance of this Agreement, Swiss law shall be applicable, but the arbitrators shall decide, insofar as legitimate and possible, according to what they deem just and equitable. The award to be rendered shall be final and

conclusive and binding upon all the parties without any right to appellate or other review.

Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof and in any event the parties agree, provided this is possible according to the Swiss law, to submit to the jurisdiction of any Court in Switzerland to enter judgment on said award.

5. The compensation for licences under Article IX, Sections 1 and 2, shall be determined in the same way, in case of disagreement.

Signed at

MONTECATINI Società Generale
per l'Industria Mineraria e
Chimica

on

by _____

Signed at

on

by _____

COROLLARY LETTER No.1

(from Montecatini to
Licensee)

....., 1959

Dear Sirs,

With reference to the Elastomers of Polypropylene and of propylene-ethylene copolymers Licence Agreement (hereinafter called the Agreement) entered into between our Companies on it is agreed by this Additional Agreement that the following shall apply notwithstanding anything to the contrary in the Agreement:

1. The definitions of the terms given in the Agreement shall also apply to the provisions of this Additional Agreement.
2. Since between Montecatini and Prof. Dr. Dr. Karl Ziegler (Kaiser Wilhelm Platz 1 (22a), Mülheim, Ruhr, Germany, hereinafter called "Ziegler") it has been agreed that in consideration of Prof. Ziegler's rights as preferred purchaser of the Patent Rights he is entitled to receive a share of all Montecatini's proceeds from the relevant licence agreements, Article VII, Section 2 of the Agreement, is amended as follows:

"2. All the lump sums and royalty payments payable by
" Licensee under this Agreement shall be paid in Deutsche
" Mark as follows:
" (a) 82.50% (eightytwo and a half percent) to Montecatini
" Italy as Montecatini will direct;
" (b) 17.50% (seventeen and a half percent) to Ziegler in
" Germany as Ziegler will direct. "

Very truly yours

" M O N T E C A T I N I "

Accepted at

on

by

Hrecht

ARTICLE I: Definitions

Wherever used in this Agreement the following terms have the following meaning:

1. The term "Patent Rights" shall mean:

- (a) all patent applications (and patents that will issue therefrom) and/or those parts of each of said patent applications (and of the patents that will issue therefrom) belonging to Montecatini, which are applicable to the Agreement Field filed in Germany prior to January 1st, 1959 (as listed in the attached Schedule A),
- (b) the German counterparts of any other patent applications belonging to Montecatini or of those parts of each of said patent applications, which are applicable to the Agreement Field first filed anywhere in the world after December 31st, 1957 and prior to January 1st, 1960.

2. The term "Agreement Products" shall include only the following material:

- (a) polypropylene and propylene ethylene copolymers containing up to 30% by weight ethylene monomeric units) produced by Licensee, ~~having a~~ molecular weight above 2,000, a content of at least 98% by weight of polymerized ethylene and propylene to be transformed into an elastomeric product and/or into an elastomeric composition and/or into an elastomeric article,
- (b) elastomeric products made from the homopolymers and/or from the copolymers defined under (a)
- (c) elastomeric compositions made from the homopolymers and/or from the copolymers defined under (a) and/or from the products defined under (b) including gum plastic
- (d) elastomeric articles made from the homopolymers and/or from the copolymers defined under (a) and/or from

the products defined under (b) and/or from the compositions defined under (c).

3. The term "Agreement Field" shall include only the following:
 - (a) the Agreement Products
 - (b) the use in the elastomeric field of polypropylene and/ of propylene-ethylene copolymers as defined under 2 (a),
 - (c) all processes for transforming said polymers and copolymers into elastomers and/or for improving their elastomeric properties;
 - (d) all processes of mixing, compounding and curing in which Agreement Products are employed;
 - (e) all processes of mixing, compounding and curing of special gum plastics which:
 - (i) are made from or contain propylene homopolymers and/or propylene-ethylene copolymers (up to 80% by weight of copolymerized ethylene) apt to be transformed into elastomers,
 - (ii) contain not less than fifty percent (50%) by weight of elastomers different from any Agreement Product.
 - (f) all processes for conditioning curing agents used in the processes defined under (d) and (e);
 - (g) any apparatus suitable for carrying out any of the processes defined under (c), (d), (e) and (f) hereof;
4. The term "Licensee" shall include all companies 50% (fifty percent) or more of the voting stock of which shall be owned directly or indirectly by Licensee, provided said companies are agreeable to Montecatini and accept in writing the obligations of the present Agreement.
5. The term "Net Sales Price" shall mean the gross sales

Höchst

ARTICLE I: Definitions

Wherever used in this Agreement the following terms have the following meaning:

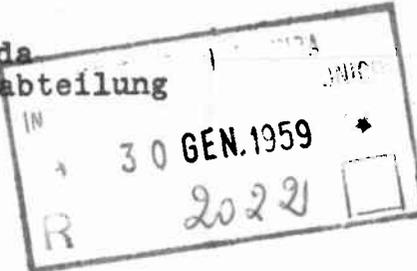
1. The term "Patent Rights" shall mean:
 - (a) all German patent applications (and the German patent that will issue therefrom) and/or those parts of each of said patent applications (and of the patents that will issue therefrom) belonging to Montecatini which are applicable to the Manufacturing Field and/or to the Users Field, filed in Germany prior to January 1st, 1959 (as listed in the attached Schedule A);
 - (b) the German counterparts of any other patent applications belonging to Montecatini or of those parts of each of said patent applications, which are applicable to the Manufacturing Field and/or to the Users Field, first filed anywhere in the world after December 31st, 1957 and prior to January 1st, 1960.

2. The term "Agreement Products" shall include only the following items:
 - (a) flat singles continuous filament yarns, thrown singles continuous filament yarns, tows, staple fibers and tops made of or containing polypropylene, the filaments or fibers of which when in the final drawn condition have a greatest cross-sectional diameter not exceeding 1 mm;
 - (b) monofilms made of or containing polypropylene which when in the final drawn condition have a greatest cross-sectional diameter not exceeding 1 mm.

3. The term "Manufacturing Field" shall include only the following:
 - (a) Any process or processes whereby out of homopolypropylene polymers one may produce the Agreement Products,

- (b) any apparatus suitable for carrying out any of the processes defined under (a);
 - (c) any composition made out of polypropylene to be used in the processes defined under (a); provided the other components of said compositions have been added to the propylene homopolymers after its polymerization from propylene;
 - (d) Agreement Products as defined herein.
4. The term "Users Field" shall include any and all processes and apparatuses (exclusive of those in the Manufacturing Field) for using or treating Agreement Products, including the manufacture of yarns or textile articles or the like from Agreement Products.
5. The term "Licensee" shall include all companies 50% (fifty percent) or more of the voting stock of which shall be owned directly or indirectly by Licensee, provided said companies are agreeable to Montecatini and accept in writing the obligations of the present Agreement.
6. The term "Net Sales Price" shall mean the gross sales prices to customers, less quantity or prompt payment discounts, container costs, transportation, insurance, and delivery expenses and allowances for returns (when any such deductions are separately stated on invoices or bills submitted to the customer by Licensee)

Herrn
Dr. Giuseppe de Varda
Direktor der Patentabteilung
MONTECATINI
Via F. Turati, 18
M i l a n o
ITALIEN



Betr.: Besprechungen in Mailand am 9. und 10. Februar 1959

Sehr geehrter Herr Dr. de Varda!

Im Nachgang zu meinem Schreiben vom 26.1.1959 möchte ich Sie bitten, die Hotelzimmer für die Hoechster Teilnehmer an der nächsten Besprechung in Mailand (wie mir Herr Dr. von Kreisler sagte, sollen die Reservierungen im Palace-Hotel vorgenommen werden) wie folgt reservieren zu lassen:

1. Dr. Karl W. Eishold, (*Direzione progetti chimico-industriale*)
Ankunft am Sonntag, den 8. Februar, früh 6.00 Uhr,
2. Dr. Jürgen von Klenck, (*Ricerca?*)
Ankunft am Sonntag, den 8. Februar, etwa 12.00 Uhr mittags,
3. Dr. Werner Kneip, (*Direzione vendite*)
Ankunft am Montag, den 9. Februar, früh 6.00 Uhr.

Nach meinen Erfahrungen ist es wichtig, von dem Hotel bestätigen zu lassen, dass die Zimmer tatsächlich morgens früh bei der Ankunft schon zur Verfügung stehen.

Für Ihre liebenswürdigen Bemühungen danke ich Ihnen, auch im Namen der anderen Hoechster Herren, recht herzlich.

Ich bin mit verbindlichen Grüßen

Ihr sehr ergebener

Eishold

p.c. Buscol

Martin farsi confermare dal Palace che camere saranno effettivamente libere domenica o lunedì ore 6 a.m. !!!

Confermare a Eishold!

*foto: - in Grist
- prof. Natta
- in Asari*

29 Gennaio 1959

Cartella
Ho^{iv} [signature]

Rif.n. 2013/el

Egr. Ing. G. De Varda
Direttore BREV.
Soc. Montecatini

S e d e

Egregio Ingegnere,

shot) ricevo la copia della lettera da Lei inviata al Dr. Eishold del 21 c.m., comprendente l'elenco dei brevetti sulle fibre e sui copolimeri ed elastomeri.

Osservo che nell'elenco dei brevetti, relativo agli elastomeri, non sono compresi i brevetti da noi richiesti sulla preparazione di elastomeri a partire dalle sole poli-alfa-olefine atattiche. Gli elastomeri ottenuti da polipropilene e da poli-butene atattici, pur presentando maggiore isteresi nei cicli di deformazioni rapide, risultano cionondimeno delle buone gomme per molti usi (con esclusione naturalmente della fabbricazione di pneumatici). Mi domando se non possa convenire di includere tali brevetti tra quelli relativi agli elastomeri da copolimeri, perchè penso che sarebbe meno facile valorizzarli in Germania da soli che non conglobandoli in un accordo più ampio, comprendente i copolimeri.

I migliori saluti.

G. Natta

31 gennaio 1959

Herrn
Dr. Karl W. KISSOLD
Direktor der Patentabteilung
Farbwerke Hoechst A.G.
~~Der Vorstand~~

FRANKFURT/MAIN - HOECHST

ESPRESSO



VB/sl

Elenco brevetti

Come da accordi intercorsi e non impegnativamente, Le inviamo due elenchi di domande di brevetto depositate a partire dal 1954 sino al 31/12/1958, con riportate le nostre sigle interne di riferimento, data di deposito in Italia, titolo nonché numero di brevetto belga o corrispondente numero di brevetto italiano, se concessi, in merito alle fibre tessili da polipropilene e ai copolimeri etilene-propilene e loro prodotti elastomerici.

Con riserva di comunicarle in seguito la data per l'inizio delle programmate trattative col sig. Dr. von Kreisler quale rappresentante del sig. prof. Ziegler, Le inviamo i nostri migliori saluti.

"MONTECATINI"

All.: schede A brev. fibre 20/1/59
" B " copolimeri e elast. 20/1/59
Traduzione in tedesco dell. presente lettera
copia a Dr. A. von Kreisler
Deichmannhaus am Hauptbahnhof
KÖLN

RP/na



Ing. B. ORSONI

Effetto dell'ossigeno sulla polimerizzazione delle olefine
con catalizzatori metallorganici -
Lettera Nissan -

Ci riferiamo alla Sua del 26 Maggio.

Farbwerke Hoechst hanno effettivamente depositato il 19/2/55 una domanda di brevetto, F 16.879, in cui rivendicano la preparazione di polietilene su catalizzatori Ziegler in presenza di 0.005-0.5% in peso di ossigeno. Il contenuto della domanda ci è noto dal corrispondente brevetto belga 545.376, pubblicato il 16/6/56. Queste piccole quantità di ossigeno sembra accelerino la polimerizzazione, senza influenzare le caratteristiche del polimero.

Da parte nostra non sembra sia stato fatto alcun esperimento con propilene, per accelerare la polimerizzazione del quale sono noti d'altronde altri mezzi, più facilmente regolabili che non la introduzione di ossigeno.

Nei nostri brevetti si è parlato di contenziale assenza di aria, per cui la presenza di piccole quantità di ossigeno non è esclusa.

Pregandola di gradire i nostri migliori saluti.

"BREVETTI E DOC. TECNICA"

MONTECATINI

Società Generale per l'Industria Mineraria e Chimica

Brevetti e Documentazione Tecnica

dV/ma

PROMEMORIA

Hoechst

23 Gennaio, 1958

ISTITUTO LIT
INDUSTRIALE
Data, * 24 GEN. 1958 *
R 145

*met
Vane*

Ing. Bartolomeo ORSONI

per il Signor.....

e p.c. Ing. GIUSTINIANI

Prof. NATTA

Serv. Estero



Oggetto: Moplen in Olanda -

Allego una lettera di richiesta della N.V. Kunststoffen-Maatschappij "Groningen" in merito alla situazione di eventuale nostra licenza alla Hoechst di vendita di Motalen P.P.M.-Propylene in Olanda.

Amnesso che qui si tratti effettivamente non di polietilene Hoechst ma di polipropilene Hoechst, Ti prego di voler cortesemente provvedere a far evadere la presente anche in base a quanto discusso recentemente a Francoforte dall'Ing. Giustiniani con la Hoechst.

Con i migliori saluti.

[Handwritten signature]

all/

[Handwritten signature]

N.V. ROTTERDAMSCH E AGENTUUR EN HANDEL-MAATSCHAPPIJ

TELEFOON No. 119722
(PRIVÉ: C. DE MOEL: 44080)
TELEX No. 21083
TELEGRAM-ADRES: MADRETTOR - ROTTERDAM
BANKIERS:
BANK VOOR HANDEL EN SCHEEPVAART N.V.
ROTTERDAM
N.V. NEDERLANDSCHE HANDEL MIJ., ROTTERDAM
POSTREKENING No. 140730

dm/m.

ROTTERDAM-C., 6th January 1958.
GROOTHANDELSGEBOUW D. 7

Società "MONTECATINI"

Servizio Estero.

Via Turati 18.

M I L A N O

Italia.

Re: MOPLEN.

Our friends N.V. KUNSTSTOFFEN-MAATSCHAPPIJ
"GRONINGEN" in Groningen informed us, that Höchst announced
HOSTALEN P.P.H.-Propylene.

"Groningen" should like to know, if this will be
on your licence, or a patent of Höchst.

We shall be glad to hear from you on this matter
and meanwhile we remain,

Yours faithfully,



22 Gennaio 1958

Egr. Ing. Piero GIUSTINIANI
Amministratore Delegato
Soc. "Montecatini"

Rif.n.127/el

S e d e

Caro Ingegnere,

ho ripensato all'argomento, discusso la settimana scorsa, delle trattative con H&chst.

Ritengo che per motivi psicologici, che potrebbero anche aver influenza sull'esaminatore americano, convenga fare un accordo con H&chst, perchè ciò dimostrerebbe il riconoscimento da parte di uno dei primi licenziatari di Ziegler del valore dei nostri brevetti.

Per quanto riguarda le fibre e le gomme, è da tener presente che la situazione in Germania è più che mai delicata. Disponendo la H&chst dei metodi generali di Ziegler per fare i polimeri in un paese in cui i brevetti di prodotti non hanno valore, temo che H&chst possa, ad un certo momento, cercare di evadere ai nostri brevetti.

I processi di per sé di trasformazione per estrusione e per stiro di un polimero cristallino termoplastico in fibra è già noto da quando si fabbrica il nylon.

La vulcanizzazione di un copolimero può essere fatta in mille modi diversi e, certamente, se i tedeschi ci si mettono di impegno, potranno trovare qualcosa che possono sostenere sia diverso dai nostri metodi di vulcanizzazione.

Ritengo perciò che un accordo di massima, o per lo meno un impegno da parte dei tedeschi di non produrre fibre e gomme senza un accordo con la Montecatini sia conveniente. Esso potrebbe avere una repercussione notevole in altri paesi.

Per quanto riguarda il polipropilene come plastico è da tener presente che H&chst può oggi esportare negli Stati Uniti anche senza il nostro benestare e potrà farlo anche in futuro, sino a che altri negli USA (ad es. la Hercules) produrranno polipropilene.

Penso perciò che convenga, per facilitare l'accordo, includere le esportazioni in altri stati (ad es. del Sud-America). In tali paesi il regime doganale è tale, che una volta che si iniziasse una produzione interna, cesserebbe ogni possibilità di importazione. Ci si potrebbe anche salvaguardare includendo nell'accordo una clausola che impedisse le esportazioni in tali paesi (al di fuori degli Stati Uniti), qualora si iniziasse una produzione di licenziatari della Montecatini.

Cordiali saluti.

G.Natta

Copie inviate a :
- Orsoni
- De Varska

Höchst

22 Gennaio 1958

Ades

Rif.n.127/el

Egr.Ing.Piero GIUSTINIANI
Amministratore Delegato
Soc. "Montecatini"

S e d e

Caro Ingegnere,

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./.

seguito-lettera per l'Ing. Giustiniani - Sede

una produzione interna, cesserebbe ogni possibilità di importazione. Ci si potrebbe anche salvaguardare includendo nell'accordo una clausola che impedisse le esportazioni in tali paesi (al di fuori degli Stati Uniti) qualora si iniziasse una produzione di licenziatari della Montecatini.

Cordiali saluti.

G.Natta

20 Novembre 1957

Dr. G. BIER
Farbwerke Hoechst AG.
FRANKFURT (M)

Perm.

N° 1920/

Egregio Dottore,

con riferimento alla Sua gentile lettera del 13 nov. Le comunico le informazioni da Lei richieste, sul metodo di separazione del polipropilene atattico da quello prevalentemente isotattico, adattato per semplicità al nostro lavoro cinetico recentemente pubblicato su Makrom.Chemie.

Dopo polimerizzazione, al polimero e al normale eptano nel quale si è effettuata la polimerizzazione viene aggiunta una certa quantità di n-eptano tale da avere complessivamente circa 2-3 l di n-eptano per 10-15 g di polimero.

Dopo qualche ora ed eventuali trattamenti con reattivi adatti per la depurazione del polimero dalle ceneri, si filtra e si lava ripetutamente con metanolo anidro. Il polimero solido così ottenuto è prevalentemente isotattico e contiene solo poche unità per cento di polimero a stereoblocchi estraibili per estrazione prolungata con eptano bollente.

Il filtrato, dopo trattamento con reattivi per la depurazione delle ceneri viene lavato ripetutamente con acqua e, separata la fase acquosa, si evapora l'eptano e si separa il polimero amorfo. Per facilitare la separazione del polimero è consigliabile concentrare la soluzione eptanica e precipitare con metanolo.

Le invio, separatamente, come da Lei desiderato un estratto del lavoro sui processi di rottura delle catene nella polimerizzazione stereospecifica del propilene.

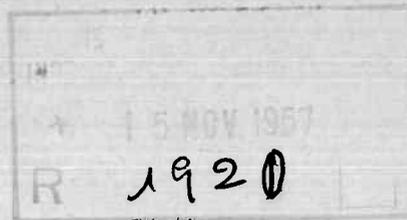
Cordiali saluti.

(G.Natta)

(inviato estratto)

Dr. GERHARD BIER
FARBWERKE HOECHST AG.
vormals Meister Lucius & Brüning

FRANKFURT (M)-HOECHST
13. Nov. 1957



Herrn
Prof. Dr. G. N a t t a
Istituto di Chimica Industriale
del Politecnico

M i l a n o
Italien

Sehr geehrter Herr Prof. Natta!

Mit Interesse habe ich Ihre Publikation "Kinetik der Kettenwachstums- und Abbruchprozesse bei der stereospezifischen Polymerisation des Propylens", Makromol.Chem. Band XXIV, Heft 3 (1957) gelesen.

Ich wäre Ihnen dankbar, wenn Sie mir einen Sonderdruck schicken könnten.

Daß Sie die frühere Arbeitsweise der Bestimmung des ataktischen Anteils des Polymeren verlassen haben und eine einfachere Methode eingeführt haben, finde ich ganz richtig. Beide Methoden - die alte und die neue - liefern keine Absolutwerte; daher ist meiner Ansicht nach die einfachere (neue) Methode vorzuziehen.

Aus Ihrer Beschreibung S. 265 der zitierten Arbeit geht nicht ganz klar hervor, wie die Bestimmung, nach der man z.B. 9-15 % ataktisches Produkt erhält, durchgeführt wurde. Wie wurde aufgearbeitet? Nach der Polymerisation filtriert und getrocknet oder Polymerisat + Heptan eingedampft? Enthalten die 9-15 % ataktisches Polymerisat auch das lösliche Polymerisat, das schon während der Polymerisation in Lösung geht? Auch die Zeitdauer der Extraktion bei Zimmertemperatur ist nicht angegeben.

Für eine Mitteilung der Details der Methode wäre ich Ihnen sehr verbunden. Es ist wichtig, daß die verschiedenen Bearbeiter die gleiche Sprache sprechen, wenn Angaben über isotaktische oder anisotaktische Anteile gemacht werden oder verglichen werden müssen.

Mit freundlichen Grüßen bin ich

Ihr

Papier
(Korrespondenz Bierwerke)
Gerhard Bier
MB

MONTECATINI

Società Generale per l'Industria Mineraria e Chimica

AMMINISTRATORE DELEGATO

ISTITUTO DI CHIMICA
INDUSTRIALE DEL POLITECNICO

* 8 MAR 1957

R

553

pen

Data, 7 marzo 1957

PROMEMORIA

G/ra

per il Signor

SEPS

SEID

SERE

VERE

BREV

Prof. NATTA



Appunti colloquio del 7 marzo 1957 con il direttore generale Weil e il Sig. Thiess della Chemical Farbwerke Hoechst ←

Gli argomenti all'ordine del giorno di questo colloquio sono stati:

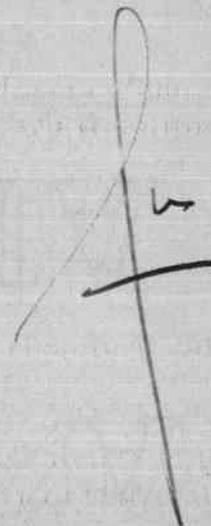
- 1) richiesta da parte di HÜchst di trattare licenze d'uso dei nostri brevetti per consentire a HÜchst di esportare il polipropilene fabbricato in Germania
 - a) in tutto il mondo
 - b) in subordine in alcune parti di esso
- 2) licenza ad HÜchst dei brevetti per la fabbricazione del polipropilene in Austria
- 3) licenza ad HÜchst dei brevetti per l'utilizzazione del polipropilene per la fabbricazione di fibre ed elastomeri in Germania
- 4) armonizzazione del prezzo di vendita del polipropilene.
Poichè HÜchst asserisce che essa e Montecatini saranno, almeno in un prossimo futuro, i soli fabbricanti di polipropilene, sostiene che la differenza del prezzo di vendita del prodotto in rapporto al prezzo del polietilene dovrebbe essere almeno di 1,5 DM al Kg. Attualmente il ricavo medio del polietilene per HÜchst è di 4,20 DM (4,50 DM nel mercato interno).
HÜchst sostiene che per qualche tempo il prezzo di vendita del polipropilene passa essere di 5,50 DM.
- 5) HÜchst ha dichiarato che non ha importato nè importerà in Italia il suo Ostalene.
Esaminerà la lagnanza prodotta dalla Montecatini per l'importazione di articoli fabbricati in Ostalene.

./.

- 6) Per la questione del prezzo di vendita del polipropilene e per altri scambi di vedute del genere il Sig. Kacip della Direzione Commerciale di Hüchtat prenderà contatto con l'ing. Lombardo.
- 7) Il Sig. Thiess propone uno scambio di campioni di polipropilene. Ad esempio SEID potrebbe mandare a Hüchtat 250 gr. di polipropilene caratterizzandolo ed Hüchtat ricambiarebbe con un uguale quantitativo.

Vi convocherò in uno dei prossimi giorni per esaminare il da farsi sui punti più sopra indicati.

Cordiali saluti.

A handwritten signature in dark ink, consisting of a large, stylized loop at the top, a vertical line extending downwards, and a horizontal crossbar near the bottom. There is a small mark resembling a checkmark or a flourish to the right of the vertical line.

Milano, 6. September 1956

Lieber Herr Winnacker,

Nach einer kurzen Abwesenheit zurück gekehrt, fand ich Ihr Geschäfts-
tes vom 28.8.56 vor.

Es freut mich vor allem, dass sich zwischen uns - es könnte nicht
anders sein - nochmals das Prinzip bestätigt hat, die Patentrechte
im weitesten Sinne des Wortes zu respektieren, wie es sich für Fir-
men unserer Traditionen geziemt. Sie wissen, dass die Montecatini
und ich in besonderen in unseren Lande eifrige Verteiliger dieses
Prinzips sind und uns bisher sowie gegenwärtig mit allen unseren Mit-
teln der Überwindung der bedeutenden Schwierigkeiten, die von unse-
rer relativ jungen Patentgesetzgebung herrühren, widmen.

Ferner nehme ich zur Kenntnis, dass Sie aus den Meinungsäustauschen
die Sie und Ihre Mitarbeiter mit den amerikanischen Firmen hatten,
die Überzeugung gewonnen haben, dass diese Firmen, falls sie zur Ver-
wirklichung von Programmen auf dem uns betreffenden Gebiet überge-
hen sollten, z.B. die Herstellung des Polypropylens, es notwendig
errachten sich mit uns in Verbindung zu setzen.

Diesbezüglich möchte ich aber eine Bemerkung die in Ihrem Schrei-
ben aufscheint und welcher ich wahrscheinlich eine unrichtige Ausle-
gung gebe - die von meiner unvollständigen Kenntnis der deutschen
Sprache herrühren kann - berichtigen.

Sie behaupten, dass seitens unserer Firma in der ganzen Welt zusätz-
liche Schutzrechte auf dem Gebiet des Ziegler - Polyolefin - Verfah-
rens eingereicht worden sind. Ich wiederhole nun, dass ich die genaue
Auslegung des Eigenschaftswortes "zusätzlich" nicht kenne. Wenn Sie
damit sagen wollten, dass unsere Erfindungen Zusätze der Zieglerpa-
tente zur Polymerisierung der Olefine sind, möchte ich klarlegen,
dass unsere Mitwirkung auf diesem interessanten Forschungsgebiet be-
deutend wesentlicher war als die Bezeichnung "zusätzlich" bedeutet,
auch in Anbetracht der wissenschaftlichen Richtung der unsere Nach-

./.

6.9.1956 Herrn Dr. Karl Winnacker, Höchst

Forschungen folgten und verfolgen wollen.

Übrigens nehme ich an, dass Sie von den wenigen von Prof. Natta diesbezüglich gemachten Veröffentlichungen Kenntnis haben und sich über die Richtung und Tragweite unserer Forschungen direkt ein Bild machen konnten.

Ich hoffe bald das Vergnügen zu haben Sie hier, oder in Deutschland zu treffen, nicht um die Angelegenheit die mir zur gemeinsamen Befriedigung aufgeklärt erscheint wieder aufzunehmen, sondern um über die gegenwärtige und zukünftige Lage unserer Industrie einen Überblick austauschen zu können .

Genehmigen Sie, lieber Herr Winnacker, meine besten Grüsse

(Ing. Piero Giustiniani)

Herrn Dr. Karl Winnacker,
Vorsitzer des Vorstandes
Farbwerke Höchst A.G.
H Ö C H S T
Frankfurt/M.