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ASSOCIATE COUNSEL

December 30, 1966

Mr. Paul V. Cusick, Comptroller
Massachusetts Institute of Technology
Building 4 Room 110
77 Massachusetts Avenue
Cambridge, Massachusetts 02139

Dear Paul:

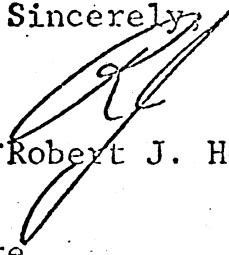
Re: M.I.T.-GE Agreement

Enclosed is a copy of the M.I.T. - GE Agreement concerning Project MAC. I have sent the original to Joyce Jones for filing with the other licensing agreements.

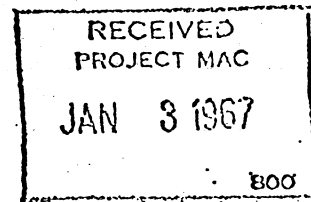
I am sending another copy of the agreement to Mr. Melvin L. Cabral who is working with Dick Mills at Project MAC.

I am sorry we had to have the execution continually delayed over the last two days, as George Eltgroth continued to be entangled with the storm. It was very important to get the agreement executed this year. Otherwise, "Reserved Rights" would have created problems, as General Electric entered into agreements effective in 1967.

Sincerely,


Robert J. Horn, Jr.

RJH/ljb
enclosure
cc/Melvin Cabral with enclosure



AGREEMENT

Agreement entered into effective as of November 5, 1965

between the General Electric Company, a New York Corporation (hereinafter referred to as GENERAL ELECTRIC), having an office and place of business known as the Information Systems Division, situated at 2000 Holiday Drive, Charlottesville, Virginia 22901; and Massachusetts Institute of Technology, an educational institution organized and existing under the laws of the Commonwealth of Massachusetts (hereinafter referred to as MIT), with a principal office at Cambridge, Massachusetts.

WHEREAS MIT and GENERAL ELECTRIC have been and are engaged in a Cooperative Effort in which personnel of both are participating, directed to the development of both software and hardware particularly useful in Multiple Access Data Processing Systems hereinafter called THE PROGRAM, and

WHEREAS patentable inventions and other intellectual property are anticipated to result from such work, and

WHEREAS MIT and GENERAL ELECTRIC wish to provide an optimum environment of scientific freedom in relation to commercial operations involved in placing the benefits of this work at the disposition of potential users of and for such equipment.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, receipt of which is hereby acknowledged the parties hereto agree and have agreed as follows:

1. The terms set forth in upper case and defined in Exhibit A (except the names of the principals) annexed hereto and made a part hereof shall have the meanings therein established.

*Now
Public
must be
more
referred
defined*

2. GENERAL ELECTRIC agrees to assign or cause to be assigned to MIT, subject to RESERVED RIGHTS, the entire right, title and interest of GENERAL ELECTRIC in each SUBJECT PATENT of the United States of America, or to cause to be assigned to MIT, subject to RESERVED RIGHTS, the entire right, title and interest to which GENERAL ELECTRIC is entitled. Such assignment shall be made, at the option of MIT, either at the time of filing of the application for Letters Patent or at any time thereafter up to a date three (3) months following the issue of the Notice of Allowance of the United States Patent Office of the SUBJECT PATENT.

3. GENERAL ELECTRIC agrees that it will require the persons from whom the rights of GENERAL ELECTRIC derive to cooperate fully with designated representatives of MIT in providing information, executing all necessary and proper documents, and rendering assistance, at the expense and request of MIT, required or helpful in protecting and perfecting the title and ownership by MIT of SUBJECT PATENTS in which GENERAL ELECTRIC has assigned its interest to MIT or caused the assignment to MIT of the interest to which GENERAL ELECTRIC is entitled.

4. GENERAL ELECTRIC and MIT each agree to notify and identify to the other each item of TECHNICAL INFORMATION which, in the opinion of the source of such TECHNICAL INFORMATION, should be considered as possible matter for a SUBJECT PATENT within six months after the first written record or hardware embodiment, whichever shall first occur, defining and establishing conception of such possible matter for a SUBJECT PATENT.

5. If, at any time after six (6) months following conception of matter for a SUBJECT PATENT, or within sixty (60) days in advance of

planned publication, public use or sale of possible matter for a SUBJECT PATENT of which GENERAL ELECTRIC has notified MIT, or of planned publication or public use of which MIT has knowledge, whichever date shall be earlier, MIT has not filed or caused to be filed an application for United States Letters Patent, GENERAL ELECTRIC shall have the right to file such an application for SUBJECT PATENT, to obtain from the inventor or inventors assignments of title to United States rights to such application on behalf of MIT, and title to all rights to the inventions therein in countries foreign to the United States in its own name, provided however, that MIT agrees that it will promptly accept in writing said assignment to itself and likewise consent to the assignment of the foreign rights to GENERAL ELECTRIC.

6. MIT grants and agrees to grant to GENERAL ELECTRIC a paid-up, nonexclusive license without the right to grant sublicenses under SUBJECT PATENTS of the United States owned or controlled by MIT or under which MIT otherwise has or may have the right to grant licenses, immunities, releases or to maintain an action for infringement, to make, use, lease, sell and render products and services embodying, practicing or adapted to practice an invention covered by such SUBJECT PATENTS and to practice methods covered by such SUBJECT PATENTS. The license further includes the right of GENERAL ELECTRIC to have such acts performed by or for GENERAL ELECTRIC by others, and to the vendees and lessees of GENERAL ELECTRIC in respect of the use, lease and sale of products and services acquired from GENERAL ELECTRIC.

7. MIT agrees to assign or cause to be assigned to GENERAL ELECTRIC the entire right, title and interest of MIT (including any right,

title or interest which MIT is entitled to claim) in each SUBJECT PATENT in each country foreign to the United States, including MIT's right of priority and right to file each SUBJECT PATENT in each country foreign to the United States and to receive the resulting SUBJECT PATENT. Such assignment shall be made, at the option of GENERAL ELECTRIC at any time prior to the issue of the SUBJECT PATENT which is to be the object of such assignment.

8. MIT agrees that it will require of the persons from whom the rights of MIT derive to cooperate fully with designated representatives of GENERAL ELECTRIC in providing information, executing all necessary and proper documents, and rendering assistance, at the request and expense of GENERAL ELECTRIC, required or helpful in protecting or perfecting the title and ownership by GENERAL ELECTRIC of SUBJECT PATENTS in foreign countries in which MIT has assigned its interest to GENERAL ELECTRIC or caused the assignment to GENERAL ELECTRIC of the interest to which MIT is entitled.

9. Concurrently with the filing of each application for a SUBJECT PATENT the party filing agrees to furnish the other party with a permanent, legible copy of the original application and all formal papers involved in the prosecution of the SUBJECT PATENT and an irrevocable power to inspect and make copies of all application files involved in the prosecution of the SUBJECT PATENT.

10. If either party intends to let a pending application for a SUBJECT PATENT become abandoned or fail to take the action necessary to maintain an issued patent, the other party shall be notified of such intention sixty (60) days before the application would become abandoned or the patent would lapse. The other party shall then have the option of

in the party prosecuting an application or maintaining a patent shall not affect the rights granted under this agreement.

11. GENERAL ELECTRIC grants and agrees to grant to MIT a paid-up, nonexclusive license, without the right to grant sublicenses under SUBJECT PATENTS of all countries foreign to the United States owned or controlled by GENERAL ELECTRIC or under which GENERAL ELECTRIC otherwise has or may have the right to grant licenses, immunities or releases, or to maintain an action for infringement, to make, use, and lease for educational and research purposes, products and services embodying, practicing or adapted to practice an invention covered by such a SUBJECT PATENT and to practice methods covered by such SUBJECT PATENTS, and to sell or otherwise dispose of such products after they have served their intended purposes.

12. As to all other TECHNICAL INFORMATION generated in THE PROGRAM for which no patent is or can be granted, MIT and GENERAL ELECTRIC each grant to the other a paid-up, nonexclusive right throughout the world to incorporate, supply or transmit such TECHNICAL INFORMATION, in whole or in part, and even though further modified or improved in THE PROGRAM, in the pursuit of their respective primary activities, which for MIT is education and research and for GENERAL ELECTRIC is the sale, use or lease of goods and services.

13. No license under any other patent or patents of either MIT or GENERAL ELECTRIC is granted or implied, or intended to be granted, expressly, by implication or by operation of law, excepting only those expressly identified and set forth above.

14. The term GENERAL ELECTRIC shall also mean and include AFFILIATES of GENERAL ELECTRIC.

agents, employees and contractors engaged to do research, development or application work on THE PROGRAM to enter into an undertaking committing such agent, employee or contractor to the fulfillment of obligations under this agreement without the payment of additional charges in addition to those directly arising from the performance of their work for their principal.

16. THE PROGRAM shall continue in force until January 1, 1968, unless earlier terminated by either MIT or GENERAL ELECTRIC thirty days following notice to the other of election to terminate THE PROGRAM. The rights and licenses with respect to SUBJECT PATENTS shall continue to the end of the periods during which such rights or licenses can be or become effective. The rights and licenses with respect to TECHNICAL INFORMATION shall be continuing.

17. Notices, correspondence and service of documents provided for or required under this Agreement shall be tendered by depositing in the U. S. mail, with first class postage affixed, addressed to the recipient as follows:

for MIT
Vice President, Research Administration
Massachusetts Institute of Technology
Cambridge, Massachusetts

for GENERAL ELECTRIC
Manager
Computer Equipment Department
General Electric Company
13430 N. Black Canyon Highway
Phoenix, Arizona 85001

or to such other address as may be herein established by written notice given twenty days in advance of its effective date.

18. This agreement sets forth the entire agreement and understanding between MIT and GENERAL ELECTRIC with respect to the subject matter hereof, and merges, and supersedes all previous writing,

discussions, understandings and representations concerning same. No amendment, waiver, modification or other change shall be effective unless in writing and signed by an officer of the principal sought to be charged with the effect thereof.


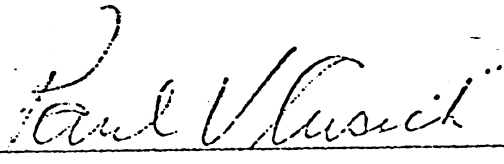
19. The Agreement shall be governed in all respects by the law of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives effective as of the year and date first above written.

Date: Nov. 1 1966

MASSACHUSETTS INSTITUTE OF TECHNOLOGY

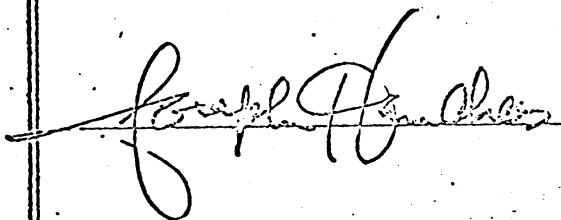
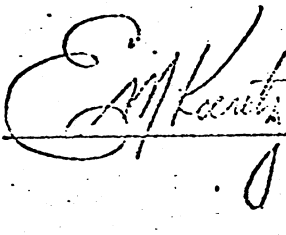
Attest:

 By 
John P. Donahue ASSISTANT COMPTROLLER Paul V. Musick COMPTROLLER

Date: October 28, 1966

GENERAL ELECTRIC COMPANY

Attest:

 By 

Agreement between
MASSACHUSETTS INSTITUTE OF TECHNOLOGY
and
GENERAL ELECTRIC COMPANY

EXHIBIT A

1.01 TECHNICAL INFORMATION means information concerning, embodied in or constituting software or hardware created by employees, agents or contractors of MIT or of the Information Systems Division of GENERAL ELECTRIC engaged to do research, development or application work in the course of work on, or directed specifically to the support of, THE PROGRAM, whether jointly or solely. TECHNICAL INFORMATION does not mean or include information, embodied in or constituting software or hardware, created by employees, agents or contractors of MIT or of GENERAL ELECTRIC while engaged in activities not directed specifically to the support of THE PROGRAM, whether jointly with others or solely.

1.02 SUBJECT PATENTS means Letters Patent and applications for Letters Patent with a disclosure directed to an invention defined by any TECHNICAL INFORMATION and with its claims directed to the securing of patent protection for such invention. Upon the lapsing, abandonment, expiration or dedication of a SUBJECT PATENT, the content thereof shall be deemed TECHNICAL INFORMATION.

1.03 AFFILIATE means a business organization of which GENERAL ELECTRIC controls or has the right to control, directly or indirectly, fifty percent (50%) or more (forty percent (40%) in the countries

of France and Japan) of the weight of the expressions of choice qualifying for consideration in the designation of the composition of the governing body such as, for example, the Board of Directors.

1.04 RESERVED RIGHTS means rights, licenses and releases which GENERAL ELECTRIC has heretofore granted or agreed to grant, in writing, to third parties under inventions, patents or TECHNICAL INFORMATION (created by employees, agents or contractors of GENERAL ELECTRIC).