ited right to inspect at the contractor's facility the contractor's proprietary data which was withheld from delivery under paragraph (e) of the clause for the purpose of verifying that such data were properly withheld or to evaluate work performance. In carrying out the inspection, normally the contracting officer's representative is an ERDA employee although he may be an employee of an ERDA contractor acting under an agreement to treat in confidence the proprietary data to be inspected. However, where the contractor whose data are to be inspected demonstrates that there would be a possible conflict of interest if the inspection were made by such a contractor employee, the contracting officer's representative may be limited to an ERDA employee. Paragraph (f) has a built-in exclusion from these inspection rights for "specific items of proprietary data" when they are so specified in the contract schedule. Such exclusions limit even ERDA's minimum rights of evaluating contract work performance and verifying that technical data withheld by the contract or is proprietary in fact. Such exclusions should be sparingly used, and only in situations where program personnel stipulate to the fact that ERDA has no need for access to the specified items to be excluded from paragraph (f), i.e., that the nondisclosure and nonaccessibility will not adversely affect the ERDA program involved. It should also be noted that paragraph (f) permits exclusion of "specific items" of proprietary data and, accordingly, should not be used to exclude classes of technical data or all technical data pertaining to specific items orp rocesses or classes of items or processes. The second situation, where the Government may have limited access to a contractor's proprietary data, is provided in optional paragraph (g) of the Rights in Technical Data (long form) clause. When used, optional paragraph (g) provides the Government the right to require the contractor to furnish with limited rights the proprietary data previously withheld under paragraph (e). In this situation, the limited rights in proprietary data and the Government's obligation for limited use and disclosure of such data as set forth in the Rights in Technical Data (long form) clause provides the means by which the contractor protects its proprietary position. Paragraph (g) will be used only where it is determined by ERDA that for programmatic reasons there is a need for the delivery of proprietary data to the Government. Where proprietary data is to be delivered under paragraph (g) and subparagraph (a) or (b) of the Limited Rights Legend is to be applied to the data, the contractor may, if he can show the possibility of a conflict of interest regarding disclosure of such data to other contractors, limit or modify subparagraphs (a) or (b) as set forth in § 9-9.202-3(e)3, to exclude or include certain contractors.

(d) The contractor licensing provisions of optional paragraph (h) of the Rights in Technical Data (long form) clause enable ERDA to require limited licenses in proprietary contract data to be granted to the Government and responsible parties in certain circumstances. Such a license may parallel or supplement the license obtained in background patents under the provisions of paragraph (k) of the Patent Rights clause of Subpart 9-9.1. Paragraph (h) is normally to be included in contracts for research, development or demonstration where it is deemed by ERDA that the limited license afforded therein is necessary to ensure widespread commercial use or practical utilization of a subject of the contract. As explained in § 9-9.202-3(e)(4), paragraph (h) provides that upon request by ERDA, the contractor will grant to the Government and responsible third parties a license in proprietary data only where such data in the form of results obtained by its use, i.e., essential equipment, articles, products and the like which were the subject of the contract, are not otherwise available or cannot be made available in a reasonable time as set forth in paragraph (h).

(e) It is the responsibility of prime contractors and higher-tier subcontractors, in meeting their obligations with respect to contract data, to obtain from their subcontractors the rights in, access to, and delivery of such data on behalf of the Government. Accordingly, subject to the policy set forth in these regulations, and subject to the approval of the contracting officer where required, selection of appropriate technical data provisions for subcontracts is the responsibility of the prime contractor or higher-tier subcontractor. In many but not all instances, inclusion in a subcontract of the Rights in Technical Data (long form) clause of § 9-9.202-3(e)(2) will suffice to obtain for the benefit of the Government the rights in and, if appropriate, access to technical data. Access by ERDA to technical data, i.e., the inspection rights afforded in paragraph (f) of the Rights in Technical Data (long form) clause, § 9-9.202-3(e)(2), normally should be obtained only in first tier subcontracts having as a purpose the conduct of research, development or demonstration work or the furnishing of supplies for which there are substantial technical data requirements as reflected in the prime contract. If a subcontractor refuses to accept technical data provisions affording rights in and access to technical data on behalf of the Government, the contractor shall so inform the contracting officer in writing and not proceed with the subcontract without written authorization of the contracting officer. In prime contracts (or higher-tier subcontracts) which contain the Additional Technical Data Requirements clause, it is the further responsibility of the contractor (or higher-tier subcontractor) to determine whether inclusion of such clause in a subcontract is required to satisfy technical data requirements of the prime contract (or higher tier subcontract). As is the case for ERDA in its determination of technical data requirements, the Additional Technical Data

interest regarding disclosure of such data to other contractors, limit or modify subparagraphs (a) or (b) as set forth in § 9-9.202-3(e)3, to exclude or include certain contractors.

(d) The contractor licensing provisions of optional paragraph (h) of the Rights

tractor) to determine whether inclusion of such clause in a subcontract is required to satisfy technical data requirements of the prime contract (or higher tier subcontract). As is the case for ERDA in its determination of technical data requirements, the Additional Technical Data

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Requirements clause should not be used at any subcontracting tier where the technical data requirements are fully known, and normally the clause will be used only in subcontracts having as a purpose the conduct of research, development or demonstration. Prime contractors and higher tier subcontractors shall not use their power to award subcontracts as economic leverage to inequitably acquire rights in the subcontractor's proprietary data for their private use, and they shall not acquire rights on behalf of the Government to proprietary data for standard commercial items unless required by the prime contract.

(f) Related to the acquisition and use of technical data are the contractor's rights in contract data as well as technical data furnished to the contractor by ERDA or its contractors. These rights are set forth in paragraph (b)(2) of each Rights in Technical Data clause of this Subpart and provide that the contractor may, subject to patent, security and other provisions of the contract, use for its private purposes contract data it first produces in the performance of the contract provided that the contractor has met its data requirements (e.g., delivery of data in the form of progress or status reports specified to be delivered) as of the date of the private use of such data. It is not necessary that a "Final Report" be submitted in order to privately use data if all required progress and interim reports and other technical data then due have been delivered. Paragraph (b)(2) further provides that technical or other data received by the contractor in the performance of the contract must be held in confidence by the contractor in accordance with restrictions accompanying the data.

(g) An additional clause in this Subpart includes that of paragraph 9-9.202-3(f)(2) entitled Rights in Data—Special Works which is to be used in place of or in addition to the Rights in Technical Data clause in contracts where a purpose of the contract is the production of copyrightable material, a substantial portion of which is to be first produced in the performance of the contract, such as motion pictures, television recordings, books, histories, etc. Where, during contract negotiations, it may be determined to purchase, i.e., "specifically acquire," unlimited rights in technical data, or to lease or obtain a license therein, or to obtain rights in existing data, an appropri-

the performance of the contract must be held in confidence by the contractor in accordance with restrictions accompanying the data.

(g) An additional clause in this Subpart includes that of paragraph 9-9.202-3(f)(2) entitled Rights in Data—Special Works which is to be used in place of or in addition to the Rights in Technical Data clause in contracts where a purpose of the contract is the production of copyrightable material, a substantial portion of which is to be first produced in the performance of the contract, such as motion pictures, television recordings, books, histories, etc. Where, during contract negotiations, it may be determined to purchase, i.e., "specifically acquire," unlimited rights in technical data, or to lease or obtain a license therein, or to obtain rights in existing data, an appropriate clause therefor should be obtained from patent counsel. In situations where technical data including computer software are to be leased or licensed, the terms of any agreement restricting the Government's rights will be included in

§ 9-9.202-2 Policy.

The technical data policy is directed toward achieving the following objectives:

(a) Making the benefits of the energy research, development and demonstration programs of ERDA widely available to the public in the shortest practicable time;

(b) Promoting the commercial utilization of the technology developed under ERDA programs;

(c) Encouraging participation by private persons in ERDA energy research, development and demonstration programs; and

(d) Fostering competition and preventing undue market concentration or the creation or maintenance of other situations inconsistent with the antitrust laws.

§ 9-9.202-3 Procedures (Supply, Research, Development or Demonstration Contracts).

(a) *Known requirements for technical data.* Technical data requirements are determined in relation to the intended use of that data, which in turn depends upon the intended use of the contract end item. In many contracts for research, the end item may often be a technical report or series of such reports, while in contracts beyond research the subject of the contract may be a feasibility model, an engineering or advance development model, or a prototype. The extent to which required technical data may be needed often depends on the level of maturity of design and perfection of the end item, and, for a demonstration plant or prototype may include data pertaining to performance, operational, and environmental testing, repair, maintenance, operation, quality assurance, detailed design, logistics, training, etc. Known technical data requirements shall be programmatically ascertained prior to contracting and shall be included in requests for proposals or disclosed during contract negotiations for incorporation as data requirements in the contract Statement of Work.

(b) *Additional requirements for technical data.* In contracts for research, development or demonstration it is not normally possible or appropriate for the Government to ascertain all actual needs for technical data in advance of contracting. Accordingly, the Additional Technical Data Requirements clause in end item, and, for a demonstration plant or prototype may include data pertaining to performance, operational, and environmental testing, repair, maintenance, operation, quality assurance, detailed design, logistics, training, etc. Known technical data requirements shall be programmatically ascertained prior to contracting and shall be included in requests for proposals or disclosed during contract negotiations for incorporation as data requirements in the contract Statement of Work.

(b) *Additional requirements for technical data.* In contracts for research, development or demonstration it is not normally possible or appropriate for the Government to ascertain all actual needs for technical data in advance of contracting. Accordingly, the Additional Technical Data Requirements clause in (c) below shall normally be used in such contracts (and, if appropriate, in subcontracts) to enable the ordering of technical data as the actual need and requirement therefor became known dur-

(c) *Additional technical data requirements clause.*

ADDITIONAL TECHNICAL DATA REQUIREMENTS

(a) In addition to the technical data specified elsewhere in this contract to be delivered, the Contracting Officer may at any time during the contract performance or within one year after final payment call for the Contractor to deliver any technical data first produced or specifically used in the performance of this contract except technical data pertaining to items of standard commercial design.

(b) The provisions of the "Rights in Technical Data" clause included in this contract are applicable to all technical data called for under this "Additional Technical Data Requirements" clause. Accordingly, nothing contained in this clause shall require the Contractor to actually deliver any technical data, the delivery of which is excused by paragraph (e) of the "Rights in Technical Data" clause.

(c) When technical data are to be delivered under this clause, the Contractor will be compensated for appropriate costs for converting such data into the prescribed form, for reproduction, and for delivery.

(d) *Proposals.* The policy and procedures for treatment of proposal information solicited and unsolicited proposals are contained in § 9–3.150 of these Regulations in which it is provided that proposals may be marked with the Notice set forth in § 9–3.150–2(a). It is ERDA policy, in consideration of the contract award, to obtain unlimited rights in the technical data contained in the proposal unless the prospective contractor marks those portions of the technical information which he asserts as being proprietary data. If a contract is to be awarded based on a proposal even though it is marked with the Notice in § 9–3.150–2(a), the prospective contractor is obliged under § 9–3.150–2(b) to identify the portions thereof which contain proprietary data, and the contract in such instance shall contain the Rights to Proposal Data clause set forth in § 9–3.150–2(c) identifying data asserted to be proprietary data by page number. Under § 9–3.150–2 (b) and § 9–3.151–1 which set forth procedures for identifying proprietary data, it is provided that, subject to the concurrence of the contracting officer, the proposer may delete proposal information unrelated to the contract, identify the proprietary data in his proposal or state that there is no proprietary data in the proposal. Data identified as proprietary does not constitute a stipulation by the Government that it is in fact proprietary data.

(e) *Rights in technical data.* (1) The Rights in Technical Data (long form) clause set forth in paragraph (2) below will be used in all contracts having as a purpose the conduct of research, development or demonstration or in contracts for supplies, or in any other contract where technical data are expected to be first produced under the contract, where technical data are specified to be delivered in the contract or where the contract contains the Additional Data Requirements clause. Accordingly, all such contracts will contain the Rights in Technical Data (long form) clause of paragraph (2) below except as noted in § 9–9.202–4 and § 9–9.202–3 (f) and (g) and except contracts for standard commercial "off-the-shelf" supplies where technical data such as operating or repair manuals are routinely furnished with the supplies.

(2) *Rights in technical data clause.*

RIGHTS IN TECHNICAL DATA—LONG FORM

(a) *Definitions.* (1) "Technical Data" means recorded information regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental, or demonstration, or engineering work, or be usable or used to define a design or process, or to procure, produce, support, maintain, or operate materiel. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer software (including computer programs, computer software data bases, and computer software documentation). Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identification, and related information. Technical data as used herein does not include financial reports, cost analyses, and other information incidental to contract administration.

(2) "Proprietary Data" means technical data which embody trade secrets developed at private expense, such as design procedures or techniques, chemical composition of materials, or manufacturing methods, processes, or treatments, including minor modifications thereof, provided that such data:

(i) Are not generally known or available from other sources without obligation concerning their confidentiality,

(ii) Have not been made available by the owner to others without obligation concerning its confidentiality, and

(iii) Are not already available to the Government without obligation concerning their confidentiality.

(3) "Contract Data" means technical data first produced in the performance of the contract, technical data which are specified to be delivered in the contract, technical data that may be called for under the "Additional Technical Data Requirements" clause of the contract, if any, or technical data actually delivered in connection with the contract.

(4) "Unlimited Rights" means rights to use, duplicate, or disclose technical data, in whole or in part, in any manner and for any purpose whatsoever, and to permit others to do so.

(b) *Allocation of rights.* (1) The Government shall have:

(i) Unlimited rights in contract data except as otherwise provided below with respect to proprietary data.

(ii) The right to remove, cancel, correct or ignore any marking not authorized by the terms of this contract on any technical data furnished hereunder, if in response to a written inquiry by ERDA concerning the propriety of the markings, the Contractor fails to respond thereto within 60 days or fails to substantiate the propriety of the markings. In either case ERDA will notify the Contractor of the action taken.

(iii) No rights under this contract in any technical data which are not contract data.

(2) The Contractor shall have:

(i) The right to withhold proprietary data in accordance with the provisions of this clause,

(ii) the right to use for its private purposes, subject to patent, security or other provisions of this contract, contract data it

where technical data are expected to be first produced under the contract, where technical data are specified to be delivered in the contract or where the contract contains the Additional Data Requirements clause. Accordingly, all such contracts will contain the Rights in Technical Data (long form) clause of paragraph (2) below except as noted in

the Contractor of the action taken.

(iii) No rights under this contract in any technical data which are not contract data.

(2) The Contractor shall have:

(i) The right to withhold proprietary data in accordance with the provisions of this clause,

(ii) the right to use for its private purposes, subject to patent, security or other provisions of this contract, contract data it

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first produces in the performance of this contract provided the data requirements of this contract have been met as of the date of the private use of such data. The Contractor agrees that to the extent it receives or is given access to proprietary data or other technical, business or financial data in the form of recorded information from ERDA or an ERDA contractor or subcontractor, the Contractor shall treat such data in accordance with any restrictive legend contained thereon, unless use is specifically authorized by prior written approval of the Contracting Officer.

(3) Nothing contained in this "Rights in Technical Data" clause shall imply a license to the Government under any patent or be construed as affecting the scope of any licenses or other rights otherwise granted to the Government under any patent.

(c) *Copyrighted material.* (1) The Contractor shall not, without prior written authorization of the Contracting Officer, establish a claim to statutory copyright in any contract data first produced in the performance of the contract. To the extent such authorization is granted, the Government reserves for itself and others acting on its behalf a royalty-free, non-exclusive, irrevocable, world-wide license for Governmental purposes to publish, distribute, translate, duplicate, exhibit and perform any such data copyrighted by the Contractor.

(2) The Contractor agrees not to include in the technical data delivered under the contract any material copyrighted by the Contractor and not to knowingly include any material copyrighted by others without first granting or obtaining at no cost a license therein for the benefit of the Government of the same scope as set forth in paragraph (c)(1) above. If such royalty-free license is unavailable and the Contractor nevertheless determines that such copyrighted material must be included in the technical data to be delivered, rather than merely incorporated therein by reference, the Contractor shall request the written authorization of the Contracting Officer to include such copyrighted material in the technical data without a license.

(d) *Subcontracting.* It is the responsibility of the Contractor to obtain from its subcontractors technical data and rights therein, on behalf of the Government, necessary to fulfill the Contractor's obligations to the Government with respect to such data. In the event of refusal by a subcontractor to accept a clause affording the Government such rights, the Contractor shall:

(1) Promptly submit written notice to the Contracting Officer setting forth reasons for the subcontractor refusal and other pertinent information which may expedite disposition of the matter; and

(2) Not proceed with the subcontract without the written authorization of the Contracting Officer.

(e) *Withholding of proprietary data.* Not-

be delivered, rather than merely incorporated therein by reference, the Contractor shall request the written authorization of the Contracting Officer to include such copyrighted material in the technical data without a license.

(d) *Subcontracting.* It is the responsibility of the Contractor to obtain from its subcontractors technical data and rights therein, on behalf of the Government, necessary to fulfill the Contractor's obligations to the Government with respect to such data. In the event of refusal by a subcontractor to accept a clause affording the Government such rights, the Contractor shall:

(1) Promptly submit written notice to the Contracting Officer setting forth reasons for the subcontractor refusal and other pertinent information which may expedite disposition of the matter; and

(2) Not proceed with the subcontract without the written authorization of the Contracting Officer.

(e) *Withholding of proprietary data.* Notwithstanding the inclusion of the "Additional Technical Data Requirements" clause in this contract or any provision of this contract specifying the delivery of technical data, the Contractor may withhold proprietary data from delivery, provided that the subject to the "inspection rights" provisions of paragraph (f), and, if included, the "Limited rights in proprietary data" provisions of paragraph (g) and the "Contractor licensing" provisions of paragraph (h).

(f) *Inspection rights.* Except as may be otherwise specified in this contract for specific items of proprietary data which are not subject to this paragraph, the Contracting Officer's representatives, at all reasonable times up to three (3) years after final payment under this contract, may inspect at the Contractor's facility any proprietary data withheld under paragraph (e) and not furnished under paragraph (g) for the purposes of verifying that such data properly fell within the withholding provision of paragraph (e), or for evaluating work performance.

(3) *Optional clause—limited rights in proprietary data.* In research, development or demonstration contracts and supply contracts where it is determined that delivery of proprietary data is necessary with limited rights in the Government, the Rights in Technical Data (long form) clause shall be supplemented by the additional paragraph (g) set forth below. It should be noted that this paragraph does not entitle the contractor to place a Limited Rights Legend on any technical data furnished to the Government under paragraph (g) below unless the contracting officer requests in writing delivery of identified technical data previously withheld under paragraph (e) of the Rights in Technical Data clause. Paragraph (g) provides that proprietary data may be specified in the contract as being excluded from the delivery requirements of paragraph (g). Alternatively, the Limited Rights Legend specified in paragraph (g) may be made applicable to only those classes of proprietary data determined as being necessary for delivery with limited rights. In addition, when furnishing proprietary data with the Limited Rights Legend, subparagraphs (a), (b) and (c) thereunder may be modified as follows. When proprietary data is to be furnished only for evaluation, subparagraph (a) of the Limited Rights Legend shall be used, and subparagraphs (b) and (c), if otherwise inapplicable, may be deleted. When there is a programmatic requirement that proprietary data be disclosed to other ERDA contractors only for information or use in connection with work performed under their contracts, subparagraph (b) of the Limited Rights Legend shall be used, and subparagraphs (a) and (c) may be deleted if otherwise

Legend specified in paragraph (g) may be made applicable to only those classes of proprietary data determined as being necessary for delivery with limited rights. In addition, when furnishing proprietary data with the Limited Rights Legend, subparagraphs (a), (b) and (c) thereunder may be modified as follows. When proprietary data is to be furnished only for evaluation, subparagraph (a) of the Limited Rights Legend shall be used, and subparagraphs (b) and (c), if otherwise inapplicable, may be deleted. When there is a programmatic requirement that proprietary data be disclosed to other ERDA contractors only for information or use in connection with work performed under their contracts, subparagraph (b) of the Limited Rights Legend shall be used, and subparagraphs (a) and (c) may be deleted if otherwise inapplicable. In either of the foregoing examples, the contractor may, if he can show the possibility of a conflict of interest because of disclosure of such data to certain contractors or evaluators, ex-

(g) *Limited rights in proprietary data.* Except as may be otherwise specified in this contract as technical data which are not subject to this paragraph, the Contractor shall, upon written request from the Contracting Officer at any time prior to three (3) years after final payment under this contract, promptly deliver to the Government any "proprietary data" withheld pursuant to paragraph (e) of the "Rights in Technical Data" clause of this contract. The following legend and no other is authorized to be affixed on any "proprietary data" delivered pursuant to this provision, provided the "proprietary data" meets the conditions for initial withholding under paragraph (e) of the "Rights in Technical Data" clause. The Government will thereafter treat the "proprietary data" in accordance with such legend.

LIMITED RIGHTS LEGEND

This "proprietary data," furnished under Contract No. _____ with the United States Energy Research and Development Administration (and purchase order No. _____ if applicable) may be duplicated and used by the Government with the express limitations that the "proprietary data" may not be disclosed outside the Government or be used for purposes of manufacture without prior permission of the Contractor, except that further disclosure or use may be made solely for the following purposes:

(a) This "proprietary data" may be disclosed for evaluation purposes under the restriction that the proprietary data be retained in confidence and not be further disclosed;

(b) This "proprietary data" may be disclosed to other Contractors participating in the Government's program of which this contract is a part for information or use in connection with the work performed under their contracts and under the restriction that the "proprietary data" be retained in confidence and not be further disclosed; or

(c) This "proprietary data" may be used by the Government or others on its behalf for emergency repair or overhaul work under the restriction that the "proprietary data" be retained in confidence and not be further disclosed.

This legend shall be marked on any reproduction of this data in whole or in part.

(4) *Optional clause—contractor licensing.* In many contracting situations the achievement of ERDA's objectives would be frustrated if the Government at the time of contracting did not obtain on behalf of responsible third parties and itself limited license rights in and to proprietary contract data. Where for example, the contractor is required to license background patents, consideration should be given to securing co-extensive license rights to the Government and responsible third parties at reasonable royalties, and under appropriate restrictions, for contract data which are proprietary data in order to practice the technology which is a subject of the contract. When such a license right is deemed necessary, the Rights in Technical Data (long form) clause should be supplemented by the addition of paragraph (h) below. Paragraph (h) will normally be sufficient to cover proprietary contract data for items and processes that were used in the contract and are necessary in order to insure widespread commercial use of a subject of the contract. The expression "subject of the contract" is intended to limit the licensing required in clause (h) below to the fields of technology specifically contemplated in the contract effort and may be replaced by a more specific statement of the fields of technology intended to be covered in the manner described in § 9–9.107–5(b)(9) of Subpart 9–9.1 of these Regulations pertaining to "Background Patents." Where, however, proprietary contract data cover the main purpose or basic technology of the research, development or demonstration effort of the contract, rather than subcomponents, products or processes which are ancillary to the contract effort, the limitations set forth in subparagraphs (1)–(4) of paragragh (h) should be modified or deleted. Paragraph (h) further provides that technical data may be specified in the contract as being excluded from or not subject to the licensing requirements thereof. This exclusion can be implemented by limiting the applicability of the provisions of paragraph (h) to only those classes or categories of proprietary data determined as being essential for licensing. Although contractor licensing may be required under paragraph (h), the final resolution of questions regarding the scope of such licenses, the terms thereof including provisions for confidentiality and reasonable royalties, is then left to the negotiation of the parties with resolution of the issues being made, if necessary, by a court of competent jurisdiction.

(h) *Contractor licensing.* Except as may be otherwise specified in this contract as technical data not subject to this paragraph, the Contractor agrees that upon written application by ERDA, it will grant to the Government and responsible third parties, for purposes of practicing a subject of this contract, a nonexclusive license in any contract data which are proprietary data on terms and conditions reasonable under the circumstances including appropriate provisions for confidentiality; provided, however, the Contractor shall not be obligated to license any data if the Contractor demonstrates to the satisfaction of the Administrator or his designee that:

(1) Such data are not essential to the manufacture or practice of hardware designed or fabricated, or processes developed, under this contract;

(2) Such data, in the form of results obtained by their use, have a commercially competitive alternative available or readily introduceable from one or more other sources;

(3) Such data, in the form of results obtained by their use, are being supplied by the Contractor or its licensees in sufficient quantity and at reasonable prices to satisfy market needs, or the Contractor or its licensees have taken effective steps or within a reasonable time are expected to take effective steps to so supply such data in the form of results obtained by its use; or

(4) Such data, in the form of results obtained by their use, can be furnished by another firm skilled in the art of manufacturing items or performing processes of the same general type and character necessary to achieve the contract results.

(f) *Rights in data—special works.* (1) The clause set forth in paragraph (2) below shall be used in all contracts where the principal purpose or a task of the contract is the production of copyrightable works, even though such works may incorporate uncopyrighted material or material previously copyrighted by the

below. Paragraph (h) will normally be sufficient to cover proprietary contract data for items and processes that were used in the contract and are necessary in order to insure widespread commercial use of a subject of the contract. The expression "subject of the contract" is intended to limit the licensing required in clause (h) below to the fields of tech-

(f) *Rights in data—special works.* (1) The clause set forth in paragraph (2) below shall be used in all contracts where the principal purpose or a task of the contract is the production of copyrightable works, even though such works may incorporate uncopyrighted material or material previously copyrighted by the

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contractor or others. Such contracts include those:

(i) Primarily for production of motion picture or television recordings or scripts, musical compositions or arrangements, sound tracks or recordings, translations, adaptations, and the like;

(ii) For books, compilations, surveys, histories, or technology information pamphlets;

(iii) For works pertaining to management studies, support services, training, career guidance, or similar functions of ERDA; and

(iv) For works pertaining to guidance or instruction of ERDA officials or employees in the discharge of official duties.

The clause in paragraph (2) below should be modified with the assistance of patent counsel where the contract calls for the editing, translation, addition, or other modification of the subject matter of an existing work.

(2) *Rights in data—special works clause.*

RIGHTS IN DATA—SPECIAL WORKS

(a) The term "Data" as used herein means recorded information regardless of form or characteristic, such as writings, sound recordings, pictorial reproductions, drawings, or other graphic representations, and works of similar nature (whether or not copyrighted) which are specified to be delivered under this contract. The term includes data such as management studies and data produced under support services contracts but does not include financial reports, cost analyses, and other information incidental to contract administration.

(b) All data first produced or composed in the course of or under this contract shall be the sole property of the Government. Except with the prior written permission of the Contracting Officer, the Contractor agrees not to assert any rights at common law or in equity or establish any claim to statutory copyright in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others so to do, without the written consent of the Contracting Officer until such time as the Government may have released such data to the public.

(c) The Contractor hereby grants to or will obtain for the Government a royalty-free, nonexclusive and irrevocable license throughout the world (1) to publish, translate, reproduce, deliver, perform, use, and dispose of, in any manner, any and all data which are not first produced or composed in the performance of this contract but which are incorporated in the work furnished under this contract; and (2) to authorize others so to do.

(d) The Contractor shall indemnify and save and hold harmless the Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, (1) for violation of proprietary rights, copy-

and be the sole property of the Government. Except with the prior written permission of the Contracting Officer, the Contractor agrees not to assert any rights at common law or in equity or establish any claim to statutory copyright in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others so to do, without the written consent of the Contracting Officer until such time as the Government may have released such data to the public.

(c) The Contractor hereby grants to or will obtain for the Government a royalty-free, nonexclusive and irrevocable license throughout the world (1) to publish, translate, reproduce, deliver, perform, use, and dispose of, in any manner, any and all data which are not first produced or composed in the performance of this contract but which are incorporated in the work furnished under this contract; and (2) to authorize others so to do.

(d) The Contractor shall indemnify and save and hold harmless the Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, (1) for violation of proprietary rights, copy-

(g) *Rights in technical data clause (short form)* (1) The clause set forth in paragraph (2) below may be used in contracts for basic research including grants, Special Support Research Agreements with educational institutions, contracts with consultants, contracts for symposia or for the conduct of training and educational programs, and in other contracts of a similar nature. This clause shall not be used in any contract where proprietary information of the contractor may be utilized in the performance of work under the contract, and in such instances the Additional Technical Data Requirements clause of § 9–9.202–3(c) and the Rights in Technical Data (long form) clause of § 9.202–3(e)(2) shall be used. The short form clause of this section shall not be used in situations involving long-term consultancy arrangements for work in ERDA programs covered by ERDA Manual Chapter 7604. In such instances the clauses in ERDAM 7604 shall be used.

(2) *Rights in technical data clause—short form.*

RIGHTS IN TECHNICAL DATA—SHORT FORM

(a) *Definitions.* The definitions of terms set forth in 41 CFR 9–9.201 apply to the extent these terms are used herein.

(b) *Allocation of rights.* (1) The Government shall have:

(i) Unlimited rights in technical data first produced or specifically used in the performance of this contract;

(ii) The right of the Contracting Officer or his representatives to inspect at all reasonable times up to three (3) years after final payment under this contract all technical data first produced or specifically used in the contract (for which inspection the Contractor or its subcontractor shall afford proper facilities to ERDA);

(iii) The right to have any technical data first produced or specifically used in the performance of this contract delivered to the Government as the Contracting Officer may from time to time direct during the progress of the work or in any event as the Contracting Officer shall direct upon completion or termination of this contract.

(2) The Contractor shall have:

The right to use for its private purposes, subject to patent, security or other provisions of this contract, technical data it first produces in the performance of this contract provided the data requirements of this contract have been met as of the date of the private use of such data. The Contractor agrees that to the extent it receives or is given access to proprietary data or other technical, business or financial data in the form of recorded information from ERDA or an ERDA contractor or subcontractor, the Contractor shall

contract (for which inspection the Contractor or its subcontractor shall afford proper facilities to ERDA);

(iii) The right to have any technical data first produced or specifically used in the performance of this contract delivered to the Government as the Contracting Officer may from time to time direct during the progress of the work or in any event as the Contracting Officer shall direct upon completion or termination of this contract.

(2) The Contractor shall have:

The right to use for its private purposes, subject to patent, security or other provisions of this contract, technical data it first produces in the performance of this contract provided the data requirements of this contract have been met as of the date of the private use of such data. The Contractor agrees that to the extent it receives or is given access to proprietary data or other technical, business or financial data in the form of recorded information from ERDA or an ERDA contractor or subcontractor, the Contractor shall

treat such data in accordance with any restrictive legend contained thereon, unless use is specifically authorized by prior written approval of the Contracting Officer.

(c) *Copyrighted material.* (1) The Con-

(ii) a license as aforesaid under any and all copyrighted or copyrightable works not first produced or composed by the Contractor in the performance of this contract but which are incorporated in the material furnished under the contract, provided that such license shall be only to the extent the Contractor now has, or prior to completion or final settlement of the contract may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.

(2) The Contractor agrees that it will not knowingly include any material copyrighted by others in any written or copyrightable material furnished or delivered under this contract without a license as provided for in subparagraph (1)(ii) hereof, or without the consent of the copyright owner, unless it obtains specific written approval of the Contracting Officer for the inclusion of such copyrighted material.

§ 9–9.202–4 Procedures (government-owned, contractor-operated facilities).

(a) *General.* It is essential that ERDA maintain continuity in its programs which are implemented by contracts for the operation of Government-owned, contractor-operated facilities. Contract data first produced or specifically used in the performance of such contracts must be considered as integral to and remaining with the facility or plant after termination of such contracts and thus available to ERDA and its future contractors for the continued use of the facilities or plant. However, it is recognized that these contracts by their nature cannot always be subject to one set of prescribed contract provisions which will always apply. Accordingly, the Rights in Technical Data—Facility clause set forth in paragraph (c)(2) below is to be used as a basic or minimal clause which may be modified or expanded with the concurrence of patent counsel to meet particular contract situations.

(b) *Subcontracting.* Unless otherwise directed by the contracting officer, the contractor shall follow the policy and procedures of § 9–9.202–1, 2, and 3 above and shall employ the provisions of the Additional Technical Data Requirements clause of § 9–9.202–3(c) and the Rights in Technical Data clause of § 9–9.202–3(e)(2) where appropriate except in subcontracts for the design of special production plants or facilities or specially designed equipment for such facilities or plants in which instances contractors shall include the provisions of the Rights in Technical Data clause of § 9–9.202–4.

(c) *Rights in technical data clause—facility.* (1) Whenever a contract has as a purpose the operation of a Government-owned contractor-operated research or production facility, the clause set forth in (2) of this paragraph shall normally be included in the contract. Inasmuch as this clause secures to the Government ownership, access to, and, if requested, delivery of all technical data first produced in the performance of the contract and access to and delivery of technical data which are specifically used in the performance of the contract, there is no need to include the Additional Technical Data Requirements clause of § 9–9.202–3(c).

(2) Rights in technical data clause—facility.

RIGHTS IN TECHNICAL DATA—FACILITY

(a) *Definitions.* (1) "Technical Data" means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental, or demonstration, or engineering work or be usable or used to define a design or process or to procure, produce, support maintain, or operate materiel. That data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents, or computer software (including computer programs, computer software data bases and computer software documentation). Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identification and related information. Technical data as used herein does not include financial reports, cost analyses and other information incidental to contract administration.

(2) "Proprietary Data" means technical data which embody trade secrets developed at private expense, such as design procedures or techniques, chemical composition of materials, or manufacturing methods, processes, or treatments, including minor modifications thereof, provided that such data:

(i) Are not generally known or available from other sources without obligation concerning their confidentiality;

(ii) Have not been made available by the owner to others without obligation concerning their confidentiality; and

(iii) Are not already available to the Government without obligation concerning their confidentiality.

(3) "Unlimited Rights" means rights to use, duplicate, or disclose technical data, in whole or in part, in any manner and for any purpose whatsoever, and to permit others to do so.

(b) *Allocation of rights.* (1) The Government shall have:

(i) Ownership in all technical data first produced in the performance of the contract,

(ii) The right to inspect technical data first produced or specifically used in the performance of the contract at all reasonable times (for which inspection the proper facilities shall be afforded ERDA by the Contractor and its subcontractors),

(iii) The right to have all technical data first produced or specifically used in the performance of the contract delivered to the Government or otherwise disposed of by the Contractor, either as the Contracting Officer may from time to time direct during the progress of the work or in any event as the Contracting Officer shall direct upon completion or termination of this contract, provided, that nothing contained in this paragraph shall require the Contractor to actually deliver any technical data the delivery of which is excused by this Rights in Technical Data clause,

(iv) Unlimited rights in technical data specifically used in the performance of this contract except technical data pertaining to items of standard commercial design; the Contractor agrees to leave a copy of such technical data at the facility or plant to which such data relate, and to make available for access or to deliver to the Government such data upon request by the Contracting Officer; provided, that if such data are proprietary, the rights of the Government in such data shall be governed solely by the provisions of paragraph (e) hereof—"Limited Rights in Proprietary Data,"

ernment ownership, access to, and, if requested, delivery of all technical data first produced in the performance of the contract and access to and delivery of technical data which are specifically used in the performance of the contract, there is no need to include the Additional Technical Data Requirements clause of § 9–9.202–3(c).

Contractor agrees to leave a copy of such technical data at the facility or plant to which such data relate, and to make available for access or to deliver to the Government such data upon request by the Contracting Officer; provided, that if such data are proprietary, the rights of the Government in such data shall be governed solely by the provisions of paragraph (e) hereof—"Limited Rights in Proprietary Data,"

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(v) The right to remove, cancel, correct or ignore any marking not authorized by the terms of this contract on any technical data furnished hereunder if, in response to a written inquiry by ERDA concerning the propriety of the markings, the Contractor fails to respond thereto within 60 days or fails to substantiate the propriety of the markings. In either case ERDA will notify the Contractor of the action taken.

(2) The Contractor shall have:

(i) The right to withhold its proprietary data, subject to the provisions of this clause;

(ii) The right to use for its private purposes, subject to patent, security or other provisions of this contract, technical data it first produces in the performance of this contract, provided the data requirements of this contract have been met as of the date of the private use of such data. The Contractor agrees that to the extent it receives or is given access to proprietary data or other technical, business or financial data in the form of recorded information from ERDA or an ERDA contractor or subcontractor, the Contractor shall treat such data in accordance with any restrictive legend contained thereon, unless use is specifically authorized by prior written approval of the Contracting Officer.

(3) Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any licenses or other rights otherwise granted to the Government under any patent.

(c) *Copyrighted material.* (1) The Contractor shall not, without prior written authorization of the Contracting Officer, establish a claim to statutory copyright in any technical data first produced in the performance of this contract. To the extent such authorization is granted, the Government reserves for itself and others acting on its behalf a royalty-free, nonexclusive, irrevocable, world-wide license for Governmental purposes to publish, distribute, translate, duplicate, exhibit and perform any such data copyrighted by the Contractor.

(2) The Contractor agrees not to include in the technical data delivered under the contract any material copyrighted by the Contractor and not to knowingly include any material copyrighted by others without first granting or obtaining at no cost a license therein for the benefit of the Government of the same scope as set forth in paragraph (c)(1) above. If the Contractor believes that such copyrighted material for which the license cannot be obtained must be incuded in the technical data to be delivered, rather than merely incorporated therein by reference, the Contractor shall obtain the written authorization of the Contracting Officer to include such material in the technical data prior to its delivery.

(d) *Subcontracting.* (1) Unless otherwise directed by the Contracting Officer, the Contractor agrees to use in subcontracts having as a purpose the conduct of research, development or demonstration or in subcontracts for supplies, the contract clause provisions in 41 CFR 9-9.202-3(c) and 41 CFR 9-9.202-3(e)(2) in accordance with the policy and

(v) The right to remove, cancel, correct or ignore any marking not authorized by the terms of this contract on any technical data furnished hereunder if, in response to a written inquiry by ERDA concerning the propriety of the markings, the Contractor fails to respond thereto within 60 days or fails to substantiate the propriety of the markings. In either case ERDA will notify the Contractor of the action taken.

(2) The Contractor shall have:

(i) The right to withhold its proprietary data, subject to the provisions of this clause;

(ii) The right to use for its private purposes, subject to patent, security or other provisions of this contract, technical data it first produces in the performance of this contract, provided the data requirements of this contract have been met as of the date of the private use of such data. The Contractor agrees that to the extent it receives or is given access to proprietary data or other technical, business or financial data in the form of recorded information from ERDA or an ERDA contractor or subcontractor, the Contractor shall treat such data in accordance with any restrictive legend contained thereon, unless use is specifically authorized by prior written approval of the Contracting Officer.

(3) Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any licenses or other rights otherwise granted to the Government under any patent.

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(2) The Contractor agrees not to include in the technical data delivered under the contract any material copyrighted by the Contractor and not to knowingly include any material copyrighted by others without first granting or obtaining at no cost a license therein for the benefit of the Government of the same scope as set forth in paragraph (c)(1) above. If the Contractor believes that such copyrighted material for which the license cannot be obtained must be incuded in the technical data to be delivered, rather than merely incorporated therein by reference, the Contractor shall obtain the written authorization of the Contracting Officer to include such material in the technical data prior to its delivery.

(d) *Subcontracting.* (1) Unless otherwise directed by the Contracting Officer, the Contractor agrees to use in subcontracts having as a purpose the conduct of research, development or demonstration or in subcontracts for supplies, the contract clause provisions in 41 CFR 9-9.202-3(c) and 41 CFR 9-9.202-3(e)(2) in accordance with the policy and information which may expedite disposition of the matter; and

(ii) Not proceed with the subcontract without the written authorization of the Contracting Officer.

(d) *Optional clause—limited rights in proprietary data.* In contracts where it is determined that delivery of proprietary data is necessary with limited rights in the Government, the Rights in Technical Data clause of this section shall be supplemented by the additional paragraph (e) set forth below. Paragraph (e) provides that technical data may be specified in the contract as being excluded from the delivery requirements thereof. Alternatively, paragraph (e) may be limited or made applicable to only those classes of proprietary data determined as being necessary for delivery with limited rights. In addition, when furnishing proprietary data with the Limited Rights Legend, subparagraphs (a), (b), and (c) thereunder may be modified as follows. When proprietary data is to be furnished only for evaluation, subparagraph (a) of the Limited Rights Legend shall be used, and subparagraphs (b) and (c), if otherwise inapplicable, may be deteled. When there is a programmatic requirement that proprietary data be disclosed to other ERDA contractors only for information or use in connection with work performed under their contracts, subparagraph (b) of the Limited Rights Legend shall be used, and subparagraphs (a) and (c) may be deleted if otherwise inapplicable. In either of the foregoing examples, the contractor may, if he can show the possibility of a conflict of interest because of disclosure of such data to certain contractors, or evaluators, exclude such contractors or evaluators from subparagraphs (a) or (b). If the data is required solely for emergency repair or overhaul, subparagraph (c) of the Limited Rights Legend shall be retained, and subparagraphs (a) and (b), may unless otherwise applicable, be deleted. In the event that it is determined that all of the subparagraphs (a), (b), and (c) of the Limited Rights Legend are to be deleted, the word "none" shall be inserted in the Legend after the colon (:).

(e) *Limited rights in proprietary data.* Except as may be otherwise specified in this contract as technical data which are not subject to this paragraph, the Contractor agrees to and does hereby grant to the Government an irrevocable, nonexclusive paid-up license and right to use

terest because of disclosure of such data to certain contractors, or evaluators, exclude such contractors or evaluators from subparagraphs (a) or (b). If the data is required solely for emergency repair or overhaul, subparagraph (c) of the Limited Rights Legend shall be retained, and subparagraphs (a) and (b), may unless otherwise applicable, be deleted. In the event that it is determined that all of the subparagraphs (a), (b), and (c) of the Limited Rights Legend are to be deleted, the word "none" shall be inserted in the Legend after the colon (:).

(e) *Limited rights in proprietary data.* Except as may be otherwise specified in this contract as technical data which are not subject to this paragraph, the Contractor agrees to and does hereby grant to the Government an irrevocable, nonexclusive paid-up license and right to use by or for the Government any proprietary data of the Contractor specifically used in the performance of this contract; provided, however, that to the extent that any proprietary data when furnished or

Contract No. ------ with the United States Energy Research and Development Administration (and purchase order No. ------ if applicable) may be duplicated and used by the Government with the express limitations that the "proprietary data" may not be disclosed outside the Government or be used for purposes of manufacture without prior permission of the Contractor, except that further disclosure or use may be made solely for the following purposes:

(a) This "proprietary data" may be disclosed for evaluation purposes under the restriction that the proprietary data be retained in confidence and not be further disclosed;

(b) This proprietary data may be disclosed to other Contractors participating in the Government's program of which this contract is a part for information or use in connection with the work performed under their contracts and under the restriction that the "proprietary data" be retained in confidence and not be further disclosed.

(c) This "proprietary data" may be used by the Government or others on its behalf for emergency repair or overhaul work under the restriction that the "proprietary data" be retained in confidence and not be further disclosed.

This legend shall be marked on any reproduction of this data in whole or in part.

§ 9–9.202–5 Negotiations and deviations.

Contracting officers shall contact the field patent counsel assisting the activity, or the Assistant General Counsel for Patents, for assistance to the contracting officer in selecting, negotiating, or approving appropriate data and copyright clauses in accordance with the procedures as set forth in § 9–9.107–4(k). In particular, advice of patent counsel should be obtained regarding the appropriateness or modification of optional paragraphs (g) and (h) of the Rights in Technical Data (long form) clause, the exclusion of specific items of proprietary data from paragraph (f) in said clause, and the exclusion of the Additional Technical Data Requirements clause of § 9–9.202–3(c).

[FR Doc.77–19987 Filed 7–12–77;8:45 am]

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MAR 23 1976

*** UPCOMING EVENTS ***
AWARDS DINNER
INVENTORS BICENTENNIAL EXPO 3
CREATIVITY IN AMERICA CONTEST
IWI TRADE CENTER - Open
SEMINAR

THE LIGHTBULB

©INVENTORS WORKSHOP INTERNATIONAL 1976 JANUARY/FEBRUARY 1976

THE SAD STORY

For months Inventors Workshop International has been negotiating with Ventura County officials for the acquisition of the beautiful old Bard Hospital (built in Ventura at the turn of the century) as the future headquarters of IWI and the site of an International Inventors Trade Center.

The Ventura Board of Commissioners held several meetings and hearings on the subject, and Floyd B. Quigg, IWI's Washington correspondent, worked indefatigably, contacting each and every Commissioner individually and selling him on the idea of the Center.

Dr. Edwin E. "Buzz" Aldrin delivered a rousing plea to the Commissioners which brought them, applauding, to their feet. They loved us. We were in. Nothing could go wrong.

But we weren't, and it did. According to the county's charter, bidding had to be opened to the public before the building could be turned over to IWI. No one was expected to show, because for years the building has been sinking into disrepair, with no one particularly caring what happened to it. The County had decided to raze it before IWI stepped in and started to beat the drums to have it declared an Historic Landmark. Ventura's foremost newspaper - the Star Free Press, - wrote an ecstatic editorial...not only was IWI saving their building, but the Workshop had great plans for renovating it (with volunteer labor) to its original beauty and was going to bring a fresh and innovative spirit to the area.

But it was not meant to be. At the auction a bidder unexpectedly offered a figure that was beyond the reach of IWI - much to the disbelief and amazement of the Commissioners and IWI.

The result of the auction resulted in several cracked hearts - none beyond repair, however (we're a resilient bunch.)

But the need for more space was critical. Something had to be done.

...WITH A HAPPY ENDING

The office next door to the present IWI headquarters in Encino was vacant, so IWI decided to take it over as a first step toward establishing a much needed Trade Center.

A couple of the offices will be set up as exhibit areas - one for patented, patent applied and publicly exposed products, and a second area for confidentially disclosed items.

Inventors have the opportunity for the first time to rent display space at a nominal $5.00 a month, so that manufacturers, investors and

(cont'd on p. 19)

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" LightBulb Jan/Feb '76

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ADVERTISING RATES

Full page $ 150.00

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CHAPTERS... 30
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The LightBulb

INVENTORS WORKSHOP INTERNATIONAL qualifies as a nonprofit, tax-exempt organization under IRS Form 501(C)(6). It was organized "to foster, promote and encourage the development and distribution to the public of useful inventions and discoveries, and to otherwise guide its members in the protection of such inventions and discoveries" (from IWI Articles of Incorporation). IWI dispenses its help to the inventive, innovative and creative people through a local community chapter structure, school classes, public meetings, seminars and monthly membership meetings.

The LightBulb is published by courage the development and distribution to the public of useful inventions and discoveries, and to otherwise guide its members in the protection of such inventions and discoveries" (from IWI Articles of Incorporation). IWI dispenses its help to the inventive, innovative and creative people through a local community chapter structure, school classes, public meetings, seminars and monthly membership meetings.

The LightBulb is published by Inventors Workshop International, sent to members of IWI at no charge. Subscription rates to nonmembers - $10.00 annually

NEW ilma PRODUCTS

STARWAYS - An interesting and educational new trade game dealing with imports and exports on an inter-galactic basis. Teaches students the locations and names of constellations even while the game is being enjoyed.
Inventor: Richard Irwin
Inventor will license

+

byKART - Utility/sports cart that hitches onto the back of any bicycle and performs all the tasks of the little red wagon. The spring steel clamp fits any standard bicycle seat post and has been tested with the unit to guarantee up to 2000 pounds tensil-pull.
Inventors: Kenneth McKenzie and Robert Fahey
Inventors will license or sell

+

PARATONIEUM KNIFE - A new surgical knife designed by a doctor for stomach surgery.
Inventor: Dr. James Casey
Inventor will license

+

PETALOOM - A new type of loom which is used to create ornamental objects (flowers) etc. in three dimensional stitchery. A truly new, beautiful and exciting effect can be realized in an endless variety of designs.
Inventor: Alice Stewart
Inventor will license or sell

+

WORK LID AND CAMPER TOP - A combination device which will convert miraculously a Pickup into a Camper.
Inventor: Carl Omar Daggett
Inventor will license

(cont'd on p. 4)

TO GLADDEN THE HEARTS OF INVENTORS THE WORLD OVER

The following treatise and suggested legislation was sent to the LightBulb by John P. Sutton, Esq. of Limbach, Limbach & Sutton. It should gladden the hearts of inventors the country over.

One of the negative aspects of the increasing complexity of scientific research is that the inventor tends to be forgotten. Two centuries ago, when the Constitution was drafted to give Congress power for "securing for limited times to authors and inventors the exclusive right to their respective writings and discoveries," it was contemplated that inventors would be rewarded. Until this century, the system worked well to permit individuals a fair return on their intellectual creations. In recent years, however, corporations have replaced the individual in the business end of financing and marketing inventions, even though inventions are still the product of the minds of one or more real persons, not incorporeal persons. Inventors are rarely independent and are usually employed by a corporation.

Corporations that support the research efforts of inventors protect their interests by having employees sign contracts by which the employee promises to assign to his employer any inventions he makes during the term of his employment. This is to keep inventors from taking away the valuable inventions after having been supported in the research endeavor for what is frequently huge sums. In a laissez-faire economy, it became the rule that as a condition of employment, an employee must promise to assign all future inventions made while employed to his employer. Today, employed inventors must sign such agreements almost without exception. If a prospective employee refuses to sign, he is refused employment.

(cont'd on p. 19)

WORK LID AND CAMPER TOP - A combination device which will convert miraculously a Pickup into a Camper.
Inventor: Carl Omar Daggett
Inventor will license

(cont'd on p. 4)

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(cont'd on p. 19)

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(cont'd from p.3)

FUNAGLE - Funagle is an action toy and game of skill and dexterity; a game akin to arm wrestling, Indian wrestling and various games involving one person overcoming another by balance, strength and timing.
Inventor: John Stockdill
Inventor will license or sell

●

UNI-TRUK - A combination two wheel wheelbarrow and hand truck, tip-proof and free-standing while emptying and being cleaned. Tub can be removed without tools, in seconds, and replaced as quickly.
Inventor: Vernon H. McChesney
Inventor will license or sell

●

COLLAPSIBLE SWIM FIN - A lightweight swim fin created out of special waterproof fabric, with folding semi-rigid members. Readily removable and easily stored and carried.
Inventor: Gerhard Korn
Inventor will license

●

HIGH DOME FRYING PAN COVER.- New simplified design for a cover for frying pans which practically eliminates all splatter while frying foods.
Inventor: Joseph Poliquin
Inventor will license or sell

●

POT LID HOLDER - Device holds pot covers in an easy-to-access inverted position; especially useful for hot lids.
Inventor: Charles and Alvera Hatfield

HIGH DOME FRYING PAN COVER.- New simplified design for a cover for frying pans which practically eliminates all splatter while frying foods.
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Inventor will license or sell

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POT LID HOLDER - Device holds pot covers in an easy-to-access inverted position; especially useful for hot lids.
Inventor: Charles and Alvera Hatfield
Inventor will license or sell

●

MANICURE STIX - Cuticle and finger-

CREATIVITY IN AMERICA CONTEST

IWI has mounted a nationwide contest in universities and colleges throughout the country on the subject of CREATIVITY IN AMERICA. Individual students are also invited to submit their "creations" for competition.

All submissions will be placed on display in the Youth Building of the Ventura County Fairgrounds during IWI's upcoming Inventors Bicentennial Expo 3, which will be held on May 13, 14, 15, 16, 1976.

Judging will take place on the opening night of the Expo and the awards will be presented to the three winning students on the closing evening of the Expo. Judging will be made by Dr. Edwin E. "Buzz" Aldrin, the contest sponsors and experts in the disciplines represented.

Awards totalling over $10,000 will be presented to the three winning students.

If you know of any student who is seriously creating - no matter what the discipline - inform him of the Contest and encourage him to enter. The only cost to him is a $10.00 registration fee; IWI is picking up the tab for the exhibit space and other display requirements.

SERENDIPITY

Ten of IWI member Ken Britton's

discipline - inform him of the Contest and encourage him to enter. The only cost to him is a $10.00 registration fee; IWI is picking up the tab for the exhibit space and other display requirements.

SERENDIPITY

Ten of IWI member Ken Britton's paintings have been selected for exhibit next year at the new Fine Arts Gallery in Garden Grove. Ken Britton is the lad who, with Raub

United States of America

Congressional Record

PROCEEDINGS AND DEBATES OF THE 94th CONGRESS, FIRST SESSION

Vol. 121 WASHINGTON, WEDNESDAY, DECEMBER 10, 1975 *No. 182*

INVENTORS UNSUNG HEROES

HON. ROBERT J. LAGOMARSINO

OF CALIFORNIA

IN THE HOUSE OF REPRESENTATIVES

Wednesday, December 10, 1975

Mr. LAGOMARSINO. Mr. Speaker, the most deserving but unsung heroes and heroines in our society today are the individual inventors of this country, and I want to sing a few words in their behalf. The only time we give them any notice is for the few days a year—during Inventors Week in February. But even that is mostly directed to those inventors who are dead and gone. The dust is brushed off the musty Edison photographs; Marconi is revived; Eli Whitney is brought back to life; and Tesla is honored. Or the news media pulls out some Rube Goldberg ridiculosities or disinters the image of the totally inept, absent-minded inventor who goes around blowing up laboratories.

But what about the real-life individual inventors who knock themselves out every day to give us a quality of life higher than any other country in the world? Who give us our comforts and to our wives time-saving appliances, freeing them so they can pursue their own creativity?

What does he get in return for his efforts on our behalf? For the most part he is ignored by the press; ripped off by unscrupulous front money so-called development organizations—and by industry—and sometimes even by the government that professes to help him.

The remarkable thing is that despite these hazards inventors still continue to invent and struggle to perfect their inventions. That there is a bit too much pain in the struggle is evidenced by the fact that more and more products invented in other countries are selling in ever greater quantities in this country, and our leadership in world innovation is in serious jeopardy.

There are several ethical nonprofit inventor organizations sprinkled around the country who deserve recognition, but today I want to laud the efforts of one in particular.

Inventors Workshop International has had the vision to see the handwriting on the wall and for the 4 years of its existence has struggled to reverse the trend of noncreativity. They have written a book on the inventive creative process, teach courses at a western college and are now mounting a nationwide contest in universities and colleges throughout the country, inviting each school to select and submit the outstanding idea, product, design, invention—in any desired discipline—of one of its students for competition. The submissions will be exhibited at the upcoming Inventors Bicentennial Expo 3 to be held at the Ventura County Fairgrounds on May 13 to 16, 1976—at no cost to either the school or the student. Awards will be made to the three top winners by our astronaut friend, Edwin E. "Buzz" Aldrin, himself an inventor who has affiliated himself with this worthy organization in the capacity of coordinator of technology.

The theme of the Expo is Creativity in America and opens the door wide for all forms of creativity. Inventors Workshop International is inviting government, business, and inventors to participate in this great Expo. It affords an ideal opportunity for government agencies and departments to reveal to over 100,000 visitors expected at the Expo as well as to television viewers and newspaper readers and radio listeners the creativity and imagination that each department has brought to the services it offers to the people it serves.

I urge government and industry to take advantage of this opportunity—and at the same time to demonstrate to the individual inventors of this country how grateful we are to them for all they have done and continue to do for us.

After all, it is to this body of men and women we look for solutions to the great problems in environment and energy that confront our country today and, beyond that, to the problems of economic development and millions of jobs and an ever-improving American way of life.

AIMS & PURPOSES OF INVENTORS WORKSHOP INTERNATIONAL:- To secure for its members and associates just and equitable remuneration and rewards for their genius, labor and efforts arising from or in connection with their inventions and discoveries, and to otherwise guide its members in the protection of such inventions and discoveries.

- From the Articles of Incorporation of Inventors Workshop International

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(cont'd from p. 4)

EDDY CURRENT COUPLER - A device that couples a motor to a load with infinity variable torque and speed without mechanical linkage.
Inventor: Charles B. Stegman
Inventor will license or sell

HYSTERESIS SYNCHRONOUS MOTOR - (flat disc motor) that can be used as a capstan motor for tape recorders and players or other synchronous motor application.
Inventor: Charles B. Stegman
Inventor will license or sell

+

TAPE TRANSPORT MECHANISM - A reel-to-reel tape transport mechanism without capstan, crystal controlled at any speed.
Inventor: Charles B. Stegman
Inventor will license or sell

+

TORQUE WRENCH - A device that uses an eddy current coupler that is programmable to handle a wide range of screw and bolt sizes and adjust torque to 1%.
Inventor: Charles B. Stegman
Inventor will license or sell

+

EARTHQUAKE SHUT-OFF VALVE - Instantly shuts off gas to buildings in case of damaging earthquake. Shuts off supply lines automatically as soon as a selectable acceleration threshold is exceeded, (prevents nuisance tripping by passing heavy trucks and similar "normal" inputs.) After valve has tripped, can be reset. Inexpensive for households.
Inventor: Ronald M. Speck
Inventor: Charles B. Stegman
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+

MARK-A-LINE - A great new book mark,

AWARDS DINNER

Plans are in full swing for the upcoming Awards Dinner, which will be held in the Roof Garden of the Universal Sheraton Hotel, Universal City, on the evening of February 21. We'll be gathering together around 7:30, and dinner will be served at 8:00.

Competing inventions will be on display, and the awards presentations will be made after dinner.

The three top winners will be given free exhibit space at the upcoming Inventors Bicentennial Expo 3, which will be held at the Ventura County Fairgrounds on May 13, 14, 15, 16, 1976. Certificates of merit will be presented to runners up.

Making sweet music will be Jack Dale and his band, and after all the formal presentations have been made, the floor will be cleared for dancing.

If you haven't sent in your reservations as yet, do so. It's later than you think.

WELCOME NEW MEMBERS

IWI welcomes warmly the following new members who have joined with us recently. All the services offered by the Workshop are theirs for the asking as well as the talents of their fellow inventors. We hope, in return, every newcomer makes his own talents known and available as well.

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Earl J. Chaney, Fred Lichtgarn, Rolland Cote, Roland Eberhardt, O. J. Steele.

LINK-A-BLOCK - One of the finest construction "toys" ever conceived. While building blocks have been available to children for years, there has never been one like this. The objects that a youngster can build with this invention range from a simple structure to chairs and tables to earth movers to trenchers, ramps, trucks, see-saws, tractors, etc. and even Link, the robot. The only limitation is the child's own capability. No matter what the age, Link-A-Block offers a challenge. Sets are in three sizes.
Inventor: John Miller
Inventor will license or sell

●

ILMA has other items which are of a confidential nature and are only available to qualified companies under confidential disclosure agreement. In some cases a description of what it does might be too informative. These are individually disclosed to agreeing companies.

●

BUSINESS OPPORTUNITIES

ILMA has business opportunities for entrepreneurs looking for new products. We have inventors who have developed their product and tooling to the market-ready state and are ready to license their product or form a joint venture to produce the item.

If you are interested in listing your product with ILMA, ILMA will screen the venture and prepare business agreements to protect everyone involved.

●

ILMA is presently in negotiations on four items that it represents on behalf of inventors. We hope to be able to report a successful agreement on all four items in the next issue of LightBulb.



IWI PRESIDENT SPEAKS OUT

I would like to address all Patent Lawyers and Patent Agents on the subject of Advertising and Ethics.

I have been leading a battle for some time to bring recognition and reward to individuals. I have concentrated on creative people, inventors, artists and entrepreneurs, because they are the backbone of America.

My views regarding the Patent Law and proposed changes are largely in agreement with the views of the Patent Law Associations, the National Licensing Executives Association, the Intellectual Property Owners Association and the Association for the Advancement of Invention and Innovation. I believe all of these organizations recognize the logic of our patent system and the value and importance of the limited monopoly it offers to the individual and the nation.

As you know, the Antitrust Division of the Justice Department does not completely share our view on the subject but on another matter I must agree with the Antitrust Division.

Bruce Wilson, Dep. Asst. Atty. Gen., Antitrust Division of the U.S. Dept of Justice, spoke before the Philadelphia Bar Assn. on December 12,1975. What he says about advertising and ethics makes such good sense, it needs to be widely distributed. The following extracts of his talk are presented to our readers as points worthy of ponder.

"We have had a number of controversies over the years that have involved minimum fee schedules, questions of advertising and a re-evaluation of the question of what involves unethical solicitation.

"In March of 1972 I took my life in my hands and said to the Conference of County Bar Officers in Hershey, Penn. that minimum fee schedules were indeed illegal and ought to be

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CHAPTER MEETINGS

The West Valley Chapter has been reorganized with new officers. The new Chairman is John Reminger, inventor of the Reminger Carrier, Vice Chairman is Don Christensen, official IWI cartoonist and inventor of the Touch-Top Softlite, the Vibro-Board, the Devil's Dozen, V-I-P, the game for Very Important Persons and the Groove-Cap for paint cans. George Pecaut is the Area Coordinator and Pat Fischbach, inventor of the beautiful Foil Art Craft, is Secretary/Treasurer.

The first meeting had a good turnout of about 20 members to whom Don Dean, a professional engineer, presented a slide show on Plastic Extrusions on large scale machinery.

Members gained fresh insight into problems, successes and structural design in plastic.

Anita Soffer, chairperson of the EAST VALLEY CHAPTER, is a devoted supporter of IWI. Her meetings crackle with her enthusiasm. This chapter, too, is laying plans for its participation in Expo 3.

Other chapters reporting successful meetings were Santa Barbara, Torrance, San Jose, Riverside, Long Beach, East Valley. All were well attended, with interesting speakers and/or subjects. IWI did not hear from Newhall, West Covina and Orange County.

The VENTURA CHAPTER enjoyed a great jam session at their last meeting, with 30 to 40 in attendance. Former chairman David Tapie is moving to

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Oregon, where he will investigate the feasibility of establishing an IWI Chapter in either Grants Pass or Chief IWI Bullinsky, quickly dispelled it when he stated that he was not yet conceding that IWI had lost the Hospital (see story elsewhere in the L.B.)

Frank Kull has been selected by the Ventura inventors to work with Mike Cerino in coordinating preparations for the Ventura Chapter Expo exhibitors. As host Chapter they are laying great plans for the best exhibitor turnout at the Expo.

THE SANTA MONICA CHAPTER, chaired by Joseph Schulman, inventor of the Spice Rack, and Coordinated by Jane Benjamin, designer of the beautiful and versatile Mit-Muf, lost their speaker at the last moment and settled in for a good solid gab fest. They discussed inventions and the problems inherent in the business of inventing; they discussed the Workshop generally and the fact that to their knowledge it was the only Workshop of its kind in the country - everything that the name implied, i.e., member helping member. The meeting was so stimulating that one of the visitors decided to join on the spot.

THOUSAND OAKS CHAPTER - Chapter Consultant Felix Piere guarantees a good turnout each time by calling the Public Relations office of IWI (213/344-3375) providing information on the upcoming meeting. News releases sent to the newspapers serving the area, resulted in 27 in attendance at their last meeting.

Plans were set into motion for the Chapter's participation in the up-

EUREKA! . . . NOW WHAT?

Got a question about your invention? . . . or getting it on the market? Get an answer in this column. Write Bill Hardison, 4608 Luther St., Riverside, Ca. 92504. He'll check with the experts. © Bill Hardison

ROYALTY CONTRACTS



Bill Hardison

Dear Bill: Once a company has made a royalty contract with an inventor, what safeguards can an inventor impose to prevent this company from paying a royalty based on less than the total number of items really sold? Am I over-cautious, too suspicious or just ignorant? Dr. S.

Dear Dr. S.: The time to be over-cautious and suspicious and to overcome ignorance is before a contract is signed. Once it's signed it may take going to court to rectify any shortcomings felt by one of the parties. If a royalty contract does not have provisions for the inventor or his representative to audit related company books for the licensed product-then there are several alternatives to consider:

1. Request that a company officer verify in writing that each royalty payment is based on accurate records of the items sold and have the officer sign the statement. This is not a guarantee of accuracy but it may make the officer personally liable, so it is more likely to be correct.

2. Request that the company's auditors if they are well-known and reputable, verify the accuracy of the basis of payment.

3. Ask permission to audit the relevant books yourself or allow an independent auditor of your choice or mutually agreeable choice to do it. Note that this may be at your expense.

If the company refuses to permit at least one of these, then consult an attorney.

FAIR ROYALTY

Dear Bill: Other than the category of general line of a product, what variable factors determine what a fair royalty for a product is? Cost of marketing? Amount of risk involved? Experience of negotiators? How can an inventor sum up these factors and arrive with a fair and reasonable figure? Dr. S.

Dear Dr. S.: The second part of your question on how an inventor can determine and sum up key factors to arrive at a fair and reasonable royalty figure is difficult to answer with specifics. I know of no magic formula, but certainly cost to implement a product vs. benefits is a key factor. A demanding negotiator may kill a good deal, but a skillful one should work to satisfy both parties.

Royalties usually range from 2 to 7%, with 5% standard in some industries. If it is a negligible invention, 1% could be generous. Don't hold out for excessive royalty. The key is to get the invention manufactured, promoted and marketed in volume, and this should be part of the agreement. Consider an exclusive agreement which specifies where the product will be sold geographically, when and in what minimum quantities or dollars. In other words, require performance, otherwise go for a non-exclusive contract. Consultation with an attorney in setting up the royalty agreement is vital, because of the many legal considerations over the life of the contract.

FULLER TO SPEAK

Melvin L. Fuller, pres. of IWI has been invited to speak at the Bicentennial Inventors Conference to be held on March 6, 1976, at the University of Southern California. His subject will cover outmoded marketing systems.

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PATENT LEGISLATION

PATENT "REFORM" BILL HEADS FOR SENATE FLOOR


Floyd B. Quigg

Another attempt to load the U. S. Patent System down with anti-trust restrictions and unpredictable additional expenses -- both for patent owners and for all taxpayers -- is likely to come up for action on the Senate floor late in February or early in March.

S. 2255, which was reported out by the Patents and Trademarks subcommittee last year, was taken up by the full Judiciary committee on Jan. 29, and is set for consideration on Feb. 5, and the vote to report it out to the Senate. An amendment, announced as a compromise between Sen. Philip A. Hart (D, Mich), voice of the antitrust forces (he's chairman of the Anti-trust & Monopoly subcommittee), and Sen. Hiram L. Fong (R, Hawaii), hard battler for a patent system left free to encourage inventors to invent and manufacturers to make and market the new and better products, is the main added top of committee debate.

This will be the last chance for these two men to influence the result. Both cancer-ridden Senator Hart and frustration-ridden Senator Fong have announced that they will not seek re-election this year.

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The compromise amendment offers a watered-down version of Chapter 31 of the Fong bill, S. 214, which was designed (among other things) to keep technical findings of fact about a patent, under litigation, in the hands of the trained and experienced staff of the Patent and Trademark Office. In what form this will emerge from the full committee remains to be seen. Regrettably, the amendment leaves in the bill as now considered the plan for almost endless re-examination of a would-be patent "protection" as provided by the Hart bill's section 135. If this ever becomes law, patent applicants will reach a new "high" in the legal complexities of obtaining a patent. You'll have to "tell all"; and in the event of opposition or later litigation, you'd better have remembered more "all" in detail, in your patent application, than you may now suspect.

Assuming that the Senate does pass this bill (which in all probability it will, given the political situation in that body), it will go over to the House, where it will be referred in routine manner to the Judiciary committee chaired by Rep. Peter W. Rodino, Jr. (D,NJ), and so to the subcommittee on Courts, Civil Liberties, and the Administration of Justice, chaired by Rep. Robert W. Kastenmeier (D,Wis). Its ranking Republican member is Rep. Tom Railsback of Illinois. Name of the subcommittee is a grim reminder to inventors that a

The House is in the habit of having its committees and subcommittees hold full-coverage hearings, on a subject as complicated as patents, and such hearings in this case could last for months. I have been informed, by a knowledgeable man on the subcommittee staff, that it is most unlikely the subcommittee will begin such hearings in this election year. "You realize, of course," he added, "that they just might fool me on that point, and go ahead with it anyhow."

From an on-the-spot vantage point, meaning on Capitol Hill itself, I expect to be able to give you much more precise information in the next issue of the Lightbulb. Plan to be in the capital city for a couple of weeks, in February and March, and that's a better place than California to size up the situation for you.

Meanwhile, give such aid and comfort as you can to Senator Fong's side of the argument. Contact your own members of the Senate.

Success

Hartsell Noble, the inventor of the PEDAL-STA, who exhibited his invention at the First Inventors Carnival in 1974, has been living off the income from his invention for the past three years.

At the outset of his entrepreneurial activities he placed an initial order with a plastic manufacturer for 15,000 units. Shortly thereafter while climbing some poles as part of his job, he touched high voltage electric wires and was knocked off his ladder. He broke his back in the fall and had to live in an unweildy neck-to-thigh cast for months.

Despite his pain and discomfort he went ahead distributing his 15,000 Pedal-Stas and has gone on to sell 175,000 more.

INNOVATORS AND INVENTORS INVITED TO ENTER COMPETITION

Entries are invited for the 1976 I·R 100 New Product Awards Competition sponsored by Industrial Research magazine. The 1976 competition, now in its 14th year was announced by Robert R. Jones, I·R 100 Chairman.

Industrial Research the magazine of applied research and development each year selects and honors the 100 most-significant new technical products developed anywhere in the world. Deadline for entries is March 1.

The I·R 100 Competition has a two-fold purpose:

To recognize innovators and organizations for outstanding practical technical developments.

To identify significant technological advances of interest to scientists and engineers.

The 100 winning products are selected on the basis of their importance, uniqueness, and usefulness from a technical standpoint. Any new product or process that was first marketed between January 1, 1975 and December 31, 1975 is eligible. Entries will be judged by members of I·R's world-renowned Editorial Advisory Board.

The 1975 I·R 100 Awards presentation and formal banquet will be held on Thursday, September 23, 1976 at Chicago's Museum of Science & Industry.

For an entry form, or to receive additional information call (collect) Kathy Stuntebeck, I·R 100 Competition, Industrial Research, 312-648-5833.

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THE PASSING OF THE INDEPENDENT INVENTOR

I read with interest your editorial "the end of an era" in the August issue and share your remorse at the apparent passing of the independent inventor from the American Scene.

But this demise, if actual, should not come as a surprise. It has been inevitable for more than 20 years. And the chief purveyors of the debilitating toxins have been those United States government policy makers who decided that:

1. The Patent Office should be fiscally self-sufficient (in response to which the fees and charges levied by the Patent Office against inventors have more than tripled) and the public interest in a healthy creative atmosphere need not be paid for by general tax revenues. (The individual inventor finds himself priced out of the game.)

2. Any inventor who wished to deal with the government (whose procurement and development budgets during this time span made it almost impossible not to deal with the government) should be prepared to assign not only his inventions but also his "Background Rights" to the government. (The individual inventor finds that his second job for the government never comes.)

3. The Patent Office examining corps is staffed by a group of naive and gullible boobs who are readily mislead in technical fields by an overzealous and somewhat unethical patent bar so that the presumption of validity which used to attach to the issuance of U.S. Letters Patent must be set aside and

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For example, a recent Congressional inquiry data regarding the relationship of "independent inventors" to "corporate inventors" which has caused the independent soul to appear lost. Thus, by relying upon Patent Office Assignment records and failing to substract the many low capitalized "Momma-Poppa" corporations, formed because of tax reasons or product liability reasons or Workman's Compensation reasons to market Poppa's invention (a rationale similar to that which has every New York City taxi cab separately incorporated), Hart's group counted all "corporately owned" patents as one group and compared them to the "unassigned patents," a fiction at best!

No, the independent inventor is not yet dead. But we have certainly gone out of our way to try to kill him. Unless America's policymakers reaffirm the principle of individual accomplishment with commensurate rewards as basic to our nation's existence and abandon their preoccupation with collective security on a sterile plateau of mediocrity, the resultant wake will inevitably include us all.

Richard R. Mybeck
Patent Attorney
Paradise Valley, Ariz.

Reprinted with permission of Industrial Research - Oct 1975

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Reprinted with permission of Industrial Research - Oct 1975

FOREIGN NATIONS MOVING AHEAD WITH PATENTS

In 1974 about one-third of the 104,000 patent applications came from foreign applicants. In 1964 when 88,000 patent applications were filed, only 22% came from foreigners.

This indicates that while the United States has always been the world leader in the development of new technology, efforts of other countries are steadily eroding that position.

Germany, the United Kingdom, Japan and France are the major industrial countries that have increased their U. S. patent activity and are also the nations with which the United States has suffered the most deteriorating trade position.

- Intellectual Property Owners

KUDOS AND THANKS

IWI is eternally grateful to Conrad (Connie) Summerfelt, for his great and continuing contributions. He's a prime example of why IWI works so magnificently. People helping people. A retired printing press repairman, he drives to Encino from his ; home in Pasadena to runn off on the IWI press any and all; printing the Workshop needs. He recently ran off a sorely needed booklet describing the operations of the Workshop.

Connie is now also inventing, and he's working diligently to get his unique bathroom scale market ready. If any other members have skills they could donate, please contact IWI or the Lightbulb office.

SHARE YOUR TALENTS
KNOWLEDGE EXCHANGE

If you have a skill you wish to make known to members of IWI and others, or if you are seeking a special talent or skill from others, call Nancy or Lynda at KNOWLEDGE EXCHANGE 472-5466 or 395-4822. After payment of the one-time registration fee of $1.00, KNOWLEDGE EXCHANGE files are thereafter open to members via telephone at all times. There is no additional charge until a successful contact has been made with the desired service, knowledge or expertise. Then KNOWLEDGE EXCHANGE requests a fee of $2.50.

To avail yourself of this service, please complete the form below and mail with your check for $1.00.

KNOWLEDGE EXCHANGE
P. O. Box 3336
Santa Monica, CA 90403

213/ 472-5466
213/ 395-4822

NAME_____

ADDRESS_____

PHONE (work)_____ **(home)**_____ **Occupation**_____

Skill(s) I offer

_____ _____
_____ _____
_____ _____
_____ _____

(I do/do not charge a fee)

PHONE (work)_____ **(home)**_____ **Occupation**_____

Skill(s) I offer

_____ _____
_____ _____
_____ _____
_____ _____

(I do/do not charge a fee)

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LET'S REVIVE THE INDEPENDENT INVENTOR

by Byron M. Vanderbilt

Among its many problems, this country has two which are of vital concern to chemists: the decreasing demand for scientists and engineers, and the deteriorating position of U.S. technology. Philip Handler, president of the National Academy of Sciences, has warned that if we continue to increase the pool of trained scientists as we have in the immediate past, we'll have "a monster" on our hands. Even so, the U.S. has many critical problems to be solved and chemists are problem solvers. Who wants to advise his child, who has indicated that he would like to become a chemist, to study philosophy instead since chemists can't find jobs. The proportion of foreign-owned U.S. patents issued each year continues to increase. We need new approaches to solve these dilemmas. One could be the revival of the self-employed inventor.

It should be apparent to all that the self-employed researcher is almost an extinct species. In its present R&D assessment program, the National Science Foundation gives him scant attention. Some explain the decline of the independent to the greater sophistication of present day research. The facts are that even today most inventions are relatively simple. The self-employed inventor has largely disappeared, not because of modern technology but because of modern economics.

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Recent technical graduates are in a poorer position, both in skills and finances, to undertake independent research than are their older colleagues. If an appreciable proportion of 55-year-

Some still believe in the myth of the indispensable man, especially if one is that man. Until unemployment is no longer a national problem, the mandatory retirement age of 65 should be extended and enforced in all vocations including those in educational institutions and governments as well as industry. There should be incentives for retirement before age 65. Retired scientists and engineers could provide a group of highly skilled, experienced researchers, many of whom would like to continue to work at the bench-scale level on their own ideas in their own way. However, few wish to risk their life savings in providing physical facilities for independent work. If general type laboratories with minimum furnishings could be constructed in retirement areas by the government, and made available without charge to nonprofit organizations for use by independent researchers, the situation would be quite different. Most adult retirement communities provide facilities for recreation and practice of hobbies. It is reasonable to assume that under similar circumstances they would provide maintenance and utilities for community laboratories at little or no charge. 2 or 3% of NSF's annual budget could make possible the construction of enough lab guildings in carefully chosen retirement areas to test out this general approach.

The formerly employed scientist or engineer thus could become an independent inventor for an out-of-pocket expenditure of a few hundred dollars a year for materials and special equipment. He would be in competition jobwise with no one; in fact, his work would create jobs. And such self-employed retirees need not be restricted to college-trained people. Retired skilled craftsmen

Reprinted from Chemical & Engineering News Nov. 3, 1975. C & EN editorials represent only the views of the author and aim at initiating intelligent discussion.



I have received several communications relative to my comment, published in the November 3 issue of C. & E. News. Since most requested more information or how one might help to get such a project initiated, it appeared that a common letter to all could best serve as a reply.

If the proposal is "to get off the ground," the logical next step will be to build and operate one or more such laboratories. The ideal would be for some organization to finance the construction of such which would then be turned over to a nonprofit group for operation. Retirement communities, such as my own Green Valley, have hundreds of professional people who are looking for meaningful activities where they feel they can make a contribution. For example, in Green Valley the two large recreation centers are being operated by a so-called Coordination Committee, and a group is being organized to manage the purchase and operation of the local water company. I feel a local board of highly qualified volunteers could be organized to manage such a subject laboratory. It would likely be advisable to retain a salaried technician to handle allocation of space to researchers, purchase of supplies, safety, and supervision of maintenance.

The researchers would schedule space ahead as priority demanded and each could be on a full - or part-time basis. There would be a minimum charge, of $10 per month or so, for each month that a researcher used any space. In addition he would pay for materials used and would help capitalize any special equipment purchased for his experiments. It is expected that general utilities would be provided by the host community.

Offhand I would visualize working space for about 25 people. Besides laboratory benches with suitable utilities, there would be mixing equipment for elastomers and plastics, heated presses for curing, and air and vacuum ovens. Testing equipment provided would be determined, in part, by the availability of testing laboratories in the community. Such a subject laboratory would, of course, be designed for other scientists besides chemists and also for engineers.

Such a laboratory would be restricted to research and development of an applied nature. It would not be available to one who wished to play around in the laboratory as a hobby, or to one to do research for a company on contract. The objective would be to develop patented products and processes which could be marketed. Most technical personnel from industry reach retirement with a number of ideas which did not fit into their former job assignments. The senior researchers would be working on relatively simple projects with a high probability of success. They should be able to market their inventions more effectively than can university foundations or individual independents. Because of their industrial experience they would know the proper data to get and the most likely clients to contact. There would be experienced talent available for patent searches and the filing of patent applications.

One big advantage of a group of independent researchers occupying a laboratory instead of operating separately would be that chemicals and other supplies could be bought in commercial quantities. The lone inventor finds it next to impossible to buy such in quantities which are reasonable for him to store and handle.

Although some scientists and engineers already living in retirement communities would no doubt be interested in resuming research on a full - or part-time basis, the bulk of the

(cont'd on p. 22)

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(cont'd on p. 22)

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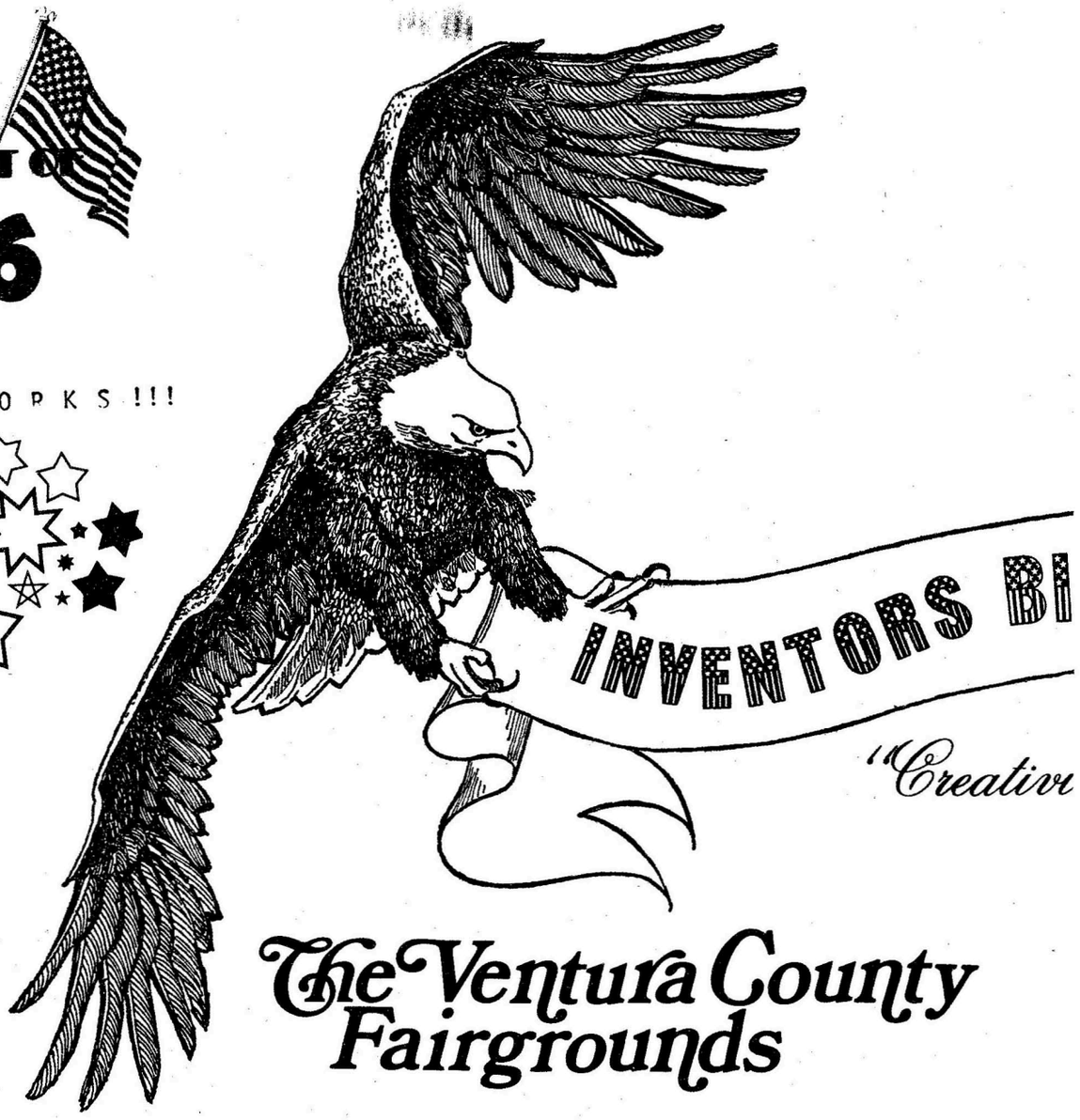
FIREWORKS !!!





The Ventura County Fairgrounds

MAY 13 • 14 • 15 • 16 1976

Hours:

Admission:



The Ventura County Fairgrounds

MAY 13 • 14 • 15 • 16 1976

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Thurs. & Fri.
1:00 - 10:00
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INVENTORS BICENTENNIAL EXPO III
Expo Committee
P. O. Box 251
Tarzana, CA 91356

Please reserve space for me in the 1976 INVENTORS BICENTENNIAL EXPO III, which will be held at the Ventura County Fairgrounds in Ventura on May 13, 14, 15, 16, 1976. I understand that for all four days I will only have to pay:

$ 75.00 as a member exhibitor
150.00 as a nonmember
300.00 as industry, business and government exhibitor

Enclosed is my check payable to Inventors Workshop International in the amount of $_____.

Name_____
Address_____
City, State, Zip_____
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Signature

150.00 as a nonmember
300.00 as industry, business and government exhibitor

Enclosed is my check payable to Inventors Workshop International in the amount of $_____.

Name_____
Address_____
City, State, Zip_____
Phone _____ _____
Signature

ODDS AND ENDS

OPPOSITION TO THINGS NEW

Lawrence Fleming

The medical profession of the 1870s opposed the germ theories of Pasteur and Koch. Currently the biochemists are saying that medical schools are ignoring 40 years of research results on nutrition. At the moment it's reported (Paul Brodeur, The New Yorker, 11/24/75, p. 122+) that Dr. Thomas Corbett, a young anaesthesiologist, is having some trouble arousing interest in the discovery that common anaesthetic gases used in surgery are carcinogenic. Even his colleagues, it's said, hate to be told about it, although they are getting cancer at around twice the average rate.

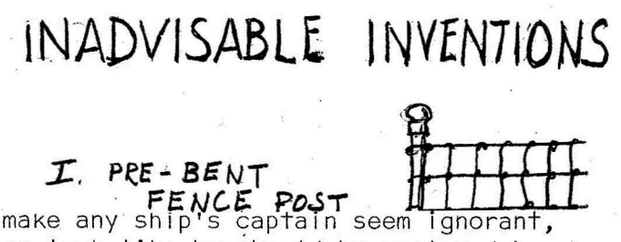
On the other hand, the first discovery of gas anaesthesia, back in the 1840s, was adopted quickly by surgeons all over the world. On still another hand, the ship's surgeon James Lind proved in 1747 that fruit juice and vegetables in the diet would prevent scurvy, the fatal scourge of ships crews on long voyages; and the Admiralty waited 40 years to officially recognize his findings. The Merchant Marine of England waited 112 years, and the U.S. Army waited 143 years.

The successful inventor Benjamin F. Miessner patented a photoelectric automatic diaphragm control for cameras in 1916. Eastman Kodak Company turned it down. Inventor Chester Carlson proved in 1747 that fruit juice and vegetables in the diet would prevent scurvy, the fatal scourge of ships crews on long voyages; and the Admiralty waited 40 years to officially recognize his findings. The Merchant Marine of England waited 112 years, and the U.S. Army waited 143 years.

The successful inventor Benjamin F. Miessner patented a photoelectric automatic diaphragm control for cameras in 1916. Eastman Kodak Company turned it down. Inventor Chester Carlson offered his Xerox process to 20 major corporations including Eastman and IBM, all of whom said no. The only buyer was the smallest of all the photo-

There appears to be a pattern to the matter of acceptance and rejection. It seems to depend on the answer to the question, "What would this do to our position, to our livelihood?". Pasteur and Koch threatened to make obsolete much of the knowledge that physicians were using, putting the doctors in the position of having to learn something new and admitting that they had been wrong. Dr. Corbett's 1975 work threatens the profession of anaesthesiology in the same way. Inventors Miessner and Carlson, with their camera and process improvements, have put themselves in the position of trying to tell such firms as the Eastman Kodak Company what to do, when the big firms were already doing very well, thank you. Lind threatened to make admirals look like they had been wrong.

On the more positive side, the 1840 experiments with ether could in no way hurt the business of any surgeon, who could just keep working in the same regular way but with this this new attraction, The Latest Thing from the States. Nor did the magnetic compass make any ship's captain seem ignorant, or look like he should be replayed by a younger man with more schooling. The compass was easy to learn, the newest thing from some far-off land, and thank the Lord, now you could tell in what direction you were headed.



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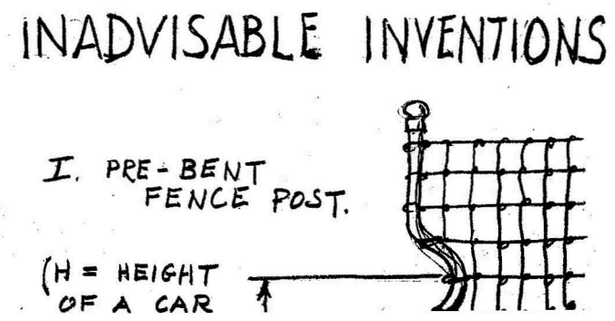

TRADE CENTER (cont'd from p. 1)

buyers coming into the office can examine available products tastefully displayed and shown to their best advantage.

If you have an item that is ready to show, contact Tom Wakefield at the IWI office 213/990-4140 and reserve your space.

The new Inventors Workshop International Trade Center is now open for business.

****

JOHN P. SUTTON - (cont'd from p. 3)

The evil in the present system is that it frustrates the Constitutional purpose of promoting progress of the useful arts by providing an incentive to the inventor. Today, no patent reward goes to the great majority of inventors, so these inventors must look to other incentives if they are to invent. Some employers have established programs to provide a uniform, often token, reward of compensation for inventions. Rarely is the reward commensurate in value to the invention. Even if it is, though, it is a function of corporate largesse, and there is no guarantee of a reward to the inventor. Corporate policy on rewarding inventors is not necessarily the same as public policy as expressed in the Constitution.

The result is that many potential inventors do not invent. Huge sums are spent for research, but the return of important inventions is shockingly low. One reason is that many individuals who could be motivated by recognition for invention merely put in a fair day's work for a fair day's pay, knowing their inventions must be given away by contract with no promise of recognition.

Fortunately, there are corporations that are enlightened and do recognize their inventors. But for each of these there are dozens who have no program to reward invention as a substitute for the Constitutionally-derived right which is assigned away.

The evil is perpetuated because the bargaining power of an individual inventor is nothing compared to that of the employer. Inventors are notorious individualists and they are relatively few in number compared to the working population, so collectively they have not acted as other aggrieved workers have acted in the past.

This proposed bill recognizes the great value to society of inventors and provides, as a matter of public policy, that an employed inventor has a right to remuneration if his employer takes his invention. It redresses the imbalance in bargaining power existing between employer and employee. It provides that the employee has a duty to inform his employer of his invention and the employer may declare his interest in the invention and treat it as its own. If the employer takes the invention, fair remuneration is to be given the employee, considering all the circumstances. Enlightened corporations that already provide fairly for their employed inventors have nothing to fear from this proposed legislation. Only those who never provide any form of recognition need be concerned. The bill is simple, fair, and just. It prohibits assignment of future inventions or other reduction in the employee's rights by contract.

The proposed bill is substantially identical to Section 10bis of the Draft Model Provisions on Rights Under the Patent prepared by the World Intellectual Property Organization. The Draft Model Provisions are, in turn, substantially the same as the corresponding section of the Model Law for developing countries on inventions and know-how of 1965. It thus has a 10-year history and the language was developed by experts from all over the world, having in mind the interest of employers, employees, and the public.

(cont'd on p. 20)

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(cont'd on p. 20)

19

JOHN P. SUTTON -
(cont'd from p. 19)

Nearly every industrialized country of the world has statutory provisions protecting the rights of employed inventors and redressing the imbalance between employer and employee in this area.

The U. S. system of laws reserves the right to the states to regulate relations between employers and employees except where the states have granted power to act to the federal government, such as National Labor Relations Act derived from the Commerce Clause of the Constitution. Patent laws are the exclusive province of Congress, but the proposed bill does not purport to set patent policy, but simply to protect rights of citizens of the State of California in their relations with their employers.

Labor Code

Division 2 Employment Regulation and Supervision

Part B Privileges and Immunities

Chapter 9 Inventions Made by An Employee

§1140. The right to the patent for an invention made by an employee in the execution of an employment contract or by using data or means available to him through his employment shall belong to the employee, unless the employer makes a declaration of interest in the invention.

§1141. An employee who makes an invention of the kind referred to in §1140 shall immediately inform his

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§1141. An employee who makes an invention of the kind referred to in §1140 shall immediately inform his
employer thereof in a written report.

§1142. Where the employer makes a declaration of interest, the right

§1143. If the employer makes the declaration of interest, the employee shall have a right to remuneration taking into account his salary, the importance of the invention and any benefit derived from the invention by the employer. In the absence of agreement between the parties, the remuneration shall be fixed by a court of competent jurisdiction.

§1144. The advantages conferred on the employee by the provisions of this Act shall not be reduced by contract.

THE PRESIDENT -
(cont'd from p. 7)

abolished. A distinguished member of your bar, Howard Cramer, agreed with me emphatically.

"Following that event, quite a number of bar associations did away with their minimum fee schedules. And the Department of Justice said, "Good riddance."

"But some did not. And then came Goldfarb. Mr. Goldfarb and his wife ran smack-dab into a minimum fee schedule when they tried to buy a house. In the Supreme Court, Solicitor General Bork argued the case amicus for the United States. In his argument he noted that

> '...one searches in vain for any connection between professional ethics and price-fixing, and one searches in vain for the principle that

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> '...one searches in vain for any connection between professional ethics and price-fixing, and one searches in vain for the principle that
> price-fixing is ethical. If attorneys combine and pit their collective strength

"The Supreme Court responded decisively. It answered four questions: First, did the bar associations engage in price fixing? Second, did their activities affect interstate commerce? Third, were the activities exempt from the antitrust laws because they involved a "learned profession?" And fourth, were the activities "state action" within the meaning of Parker v. Brown?

"The Court rather clearly did away with the argument that minimum fee schedules were not price fixing. The conclusion on this point was that the bar association activities, in promulgating minimum fee schedules, constituted 'a classic illustration of price fixing.'

"It seems to me that the Goldfarb decision really did away with minimum fee schedules. But it does not open the legal profession to the 'rock'em-sock'em' hucksterism which is typical of some forms of merchandising. We should not, and I hope we will not, purvey our services in a circus atmosphere. We are not selling peanuts, or cars, or Monday night football games. We are selling something which is valuable to the American consumer, and which is valuable to the American system of justice.

"The consumer of legal services is entitled to as much competition as is the consumer of groceries, or television sets, or clothing, or travel tours, or Christmas gifts.

"Advertising is most useful to those people who most need information. After all, it is not the very rich or the very poor who are most lacking in legal services. Both are served, in one way or another, by government or private sector activities. It is not the corporation which has its own in-house lawyers who can service many needs, and its general counsel is a built-in broker for more specialized legal problems. And it is not the large law firm that is being restrained, since the people it services are sophisticated, knowledgeable buyers.

"Let me show you some of the forms of advertising which I think might be useful. The first basically tells people of their legal rights.

"The second deals with activities in which people engage everyday--signing a contract.

"The third one deals with what happens to your estate after you die.

"The fourth one probably hits on both things about which most citizens probably will consult a lawyer during their lifetime--buying a house and dying.

Note:- (I'd like to add a fifth one. Let Patent Lawyers and Agents list their availability and specialty. The current practice of accepting clients and then 'farming' the job to a specialist is, to me, reprehensible and not much different than the condemned Fee Splitting. - Mel Fuller)

"I think this kind of advertising would be good for the profession. I think that agreements to refrain from it are harmful

"The decision in Goldfarb should not have been unexpected. I was rather startled, when I received the brochure for this conference, to find that it stated that "the United States Supreme Court startled the legal profession in June 1975 by holding in Goldfarb v. Virginia State Bar that legal fees are subject to the strictures of the federal antitrust laws."

(cont'd on p. 22)

mation. After all, it is not the very rich or the very poor who are most lacking in legal services. Both are served, in one way or another, by government or private sector activities. It is not the corporation which has its own in-house lawyers who can service many needs, and its general counsel is a

Supreme Court startled ... fession in June 1975 by holding in Goldfarb v. Virginia State Bar that legal fees are subject to the strictures of the federal antitrust laws."

(cont'd on p. 22)

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THE PRESIDENT - (cont'd from p. 21)

"I would venture to say that a very small percentage of the citizens of the United States know what lawyers, the law, and the legal system, can do for them. To the extent that permitting advertising can educate them, this is a positive benefit."

I await with interest the reaction of the Patent Law Associations. And if you have a rebuttal or an opinion, let's have it. We'll publish your viewpoint in the next issue.

- Mel Fuller

NEW MEMBERS - (cont'd from p. 6)

Dr. Robert Tibbs, Stan Solomon, James Fowler, Byron Vanderbilt, Lee Lamason.

Walterr Vicount, Gordon Jones, Patricia Carlo, Howard C. Smith, Dee La Briola.

Vernon Van Duvall Ernest Villareal, Louis Tennant, John Woods, Joseph Fahey.

Roy Stones, Israel Beskrones, Gregory Adams, Manuel Cortez, Frank Brkic.

Charles F. Earley, Connie Thomas, R. C. Opper, William Perkins, Serge Saint-Prix, John Gavlik, Edward Miles.

CHAPTER MEETINGS - (cont'd from p. 8)

talk about "What Comes After Patent?" He will cover royalties, manufacturing, marketing, raising money, designing, packaging, pricing, distribution and sales.

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CHAPTER MEETINGS - (cont'd from p. 8)

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NO PICTURES

MORE ABOUT EXPO 3

ACTIVITIES COORDINATOR

Kay Moors has been retained by IWI to coordinate with the City and County of Ventura as well as the Chamber of Commerce in order to assure that the Inventors Bicentennial Expo 3 is a truly major Bicentennial event.

Ventura's great help and cooperation and contagious enthusiasm will make this Expo one to remember - and one NOT TO MISS!!!

VANDERBILT - (cont'd from P. 15)

"recruits" would likely be elder research people now in industry who wished to do independent work. Going from all to nothing, as the typical corporate employee does on retirement, is a difficult transition for many devoted researchers. Furthermore, the latter part of the career of an employed researcher may be a frustrating experience. He may be forced to report to a much younger man which often has a degrading effect on older bench-scale workers. The latter would likely continue to be more healthy and happy individuals if they could retire early and do independent research. Thus such people would not "wither on the vine" and their early retirements would make more jobs available for recent graduates seeking employment.

Due to high costs, the development of new products and processes coming from company laboratories is on the decline. The independent can probably find a market for a well

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FONSECA SPEED WRITING
FNSAKY SPED RITN (FSR)

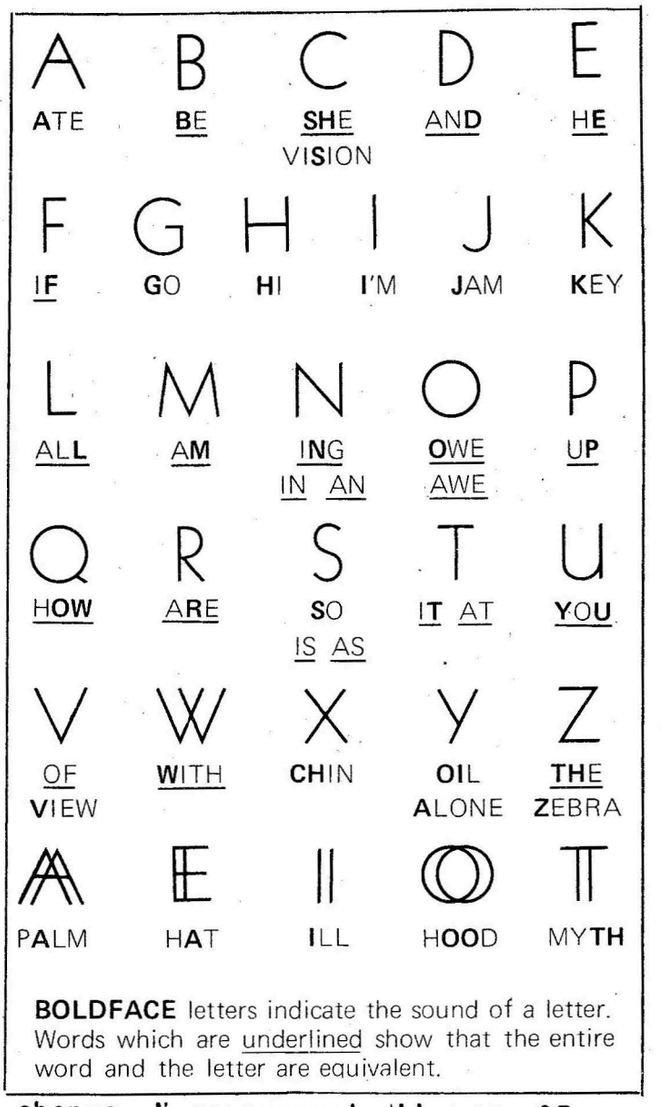
Last month I brought TU your attention Z FRST chapter V Howard Hills book "How To Create Your Big Idea" D simultaneously my own big idea. A unique NU way TU shorten words W no loss V fidelity. A system so easy, T requires almost no study. F we R to encourage English as a universal language we must provide something which S easy TU learn, reliable D brief.
N Z last issue we introduced some changes D we WL add MR changes N this issue. As we DU this we WL underline Z NU TU simplify learning. L changes made WL B capitalized SO U KN see at a glance Z progress U R makN. LT us proceed.

The Year 10,000--Now It's Up To U

NU stars N Z heavens, NU worlds TU conquer N Z firmament V ideas.

ZS S WT WE R searchN FR as each idea KMS TU Z KNcious SRface D S captured. T unmistakably charts Z progress V civilizaCN across Z centuries.--Z quest FR inOVACN S an endless panorama V man seekN a betR way V life.
Here N ZES United States U KN KL T QR American Heritage. Z urge TU explore, TU NVNT, TU improve. Here always S A NU frontier TU B reached D passed.
N commerce, science, Ndustry, D N L V Z professions, man S KNstantly seekN NU KNVENiences, NU efficiency, D NU economy, N Z manifesTACN V HS ideas, D W ZES NU KNcepts V DUN things betR, U WL nearly always FIND A STRONG admixture V Ideals.
T HS TAKN Z HUMN race untold years TU learn ZT leadership S NT A WN man act. D T WL take another century R MR TU finally wipe QT Z fallacy V Z "might makes right" Idea BORN WN Z FRST club subdued a luckless aborigine N Z grey mists V history.
Other HANGOVRS N politics, N exchange, N government, WL wear OF D Z millenium WL really B here WN modern medicine MN WL embrace L schools V healN, D Z law WL BKM justice Nstead V precedent.
ZES things SQND like an Utopia, BT ZA R NT. Man S really makN progress N spite V HS excessive D oddly managed educational facilities.
Every WNS N A while, SM Ndividualist V whom we should B PRQD, kicks OVR Z traces V QR stereotyped factories V LRNN D produces N idea ZT SPLS progress N terms V centuries.
Z day atomic energy WS released, N spite V TS MSuse, civilizaCN

(Continued on pg 27)



BOLDFACE letters indicate the sound of a letter. Words which are underlined show that the entire word and the letter are equivalent.

T HS TAKN Z HUMN race untold years TU learn ZT leadership S NT A WN man act. D T WL take another century R MR TU finally wipe QT Z fallacy V Z "might makes right" Idea BORN WN Z FRST club subdued a luckless aborigine N Z grey mists V history.
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(Continued on pg 27)

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WEST WON PRINCIPALLY BY INVENTORS

WASHINGTON, D.C. -- The winning of the West was all in the mind.

While bullets and arrows, greed for gold and the lure of wide open spaces posed a challenge for the adventurous souls of the past century, few realize it was the inventive minds of Americans that really conquered the West.

Among the ideas that helped forge the new links that bind this nation together are the development of the Conestoga wagon into the prairie schooner and the creation of the "Kentucky" rifle by unknown Pennsylvania gunsmiths.

Other men with ideas that gave great impetus to the westward movement were men like Sam Colt, with his revolver and repeating rifle; John Deere and his steel plow, and Joseph Glidden and his barbed wire, says T. L. "Ted" Bowes, executive director of Intellectual Property Owners, Inc. a non-profit group devoted to strengthening the patent system. His study was made to show the importance of inventions in opening up the West.

When cattle ranchers pushed out into the vast plains, Bowes said, they found neither wood nor stones for building fences. They tried everything including wire but the cows pushed right through. Then, just over a hundred years ago, Joseph Glidden of DeKalb, Ill., found a way to twist a short "barb" between two strands of wire and soon millions of miles of barbed wire were "herding" cattle.

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Behind the ranchers came the farmers, the real settlers. Their first problem was plowing the virgin soils.

could get imported steel and later ordered the first special plow made in Pittsburgh.

But as trains pulled heavier loads at faster speeds the problem of stopping became acute. At a whistled signal from the engineer, brakemen throughout the train had to pull frantically on separate hand brakes while perched precariously atop the cars. Often there were many crashes.

George Westinghouse came up with the idea of using compressed air in hoses to operate brakes throughout a train. The entire system was controlled by one valve in the engineer's cab. The concept struck him in 1866 and he perfected it and obtained a patent in 1869. Eventually every important railroad bought his brake system. The air brake, along with the automatic coupler, was one of the important American contributions to railroad safety and efficiency.

Westinghouse went on to win about 400 patents and became a successful industrialist. Thomas Edison, his arch rival in generating and transmitting electricity, obtained 1,093 patents.

-reprinted from the Scranton,PA Times,
submitted by Warren T. Jessup,
Patent Attorney

WATCH FUTURE LIGHTBULBS
FOR:-
HOW EASY TO SEE THE FUTURE
by Isaac Asimov, assoc. prof.
of biochemistry at Boston
-reprinted from the Scranton,PA Times,
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of biochemistry at Boston
University School of Medicine
and the author of more than
150 books

GROUP LEGAL SERVICES

As you know, we recently announced a Group Legal program which provides legal benefits for IWI members. You all have received information about this valuable new benefit in the mail. We hope that you have given this plan your serious consideration and that you will send in your application if you have not already done so. The yearly cost of $35 is very reasonable and will undoubtedly save you much more than that.

Many of our members have joined and have already put the program to use. They have called Group Legal Services on the toll-free number (800/352-6679) to have their questions answered. And in those cases where it was necessary to have legal work performed, they were referred to local attorneys and were able to realize savings of about 25% on the fees normally charged.

LAW LINE.....
from Group Legal Services

DID YOU KNOW THAT.....if one of your CREDIT CARDS is lost or stolen you may be liable for none of the unauthorized charges or at most for $50.00 of such charges?

According to Section 1747.20 of the Civil Code, if you notify the card issuer/creditor within a "reasonable time" after discovery of the loss, you will not be liable for any of the unauthorized charges made with your credit card.

However, if the loss is not immediately discovered by you, charges may occur on your account before you have a chance to notify the card issuer of your loss. In this instance there may be a factual dispute between you and the card issuer as to whether your failure to discover the loss sooner was "unreasonable" and due to a lack of ordinary care on your part. In no event, however, will you have a liability exceeding $50.00

Here is an easy way to get the address of the credit card issuer. If you don't have any old bills or envelopes from the card issuer with the address, you can look in the telephone book and get the address. However, if you don't happen to have the telephone book you need, do it this way:

(1) Find the area code for the city in which the issuer is located. Then dial 1-(area code)-555-1212. This number will connect you toll-free with the information operator for that city.

(2) When you are connected with the information operator in the other city, tell her that you want to know the telephone number and the address of so-and-so, and she will give you this information. You of course need only the address, but if you ask only for the address, she will not give that to you. Ask for the telephone number and the address.

Simply call the business office of your local telephone company and ask them which office convenient to you has the directory for the area you desire. You are welcome to go to that business office between the hours of 8:30 and 5:00, Monday through Friday, to examine the telephone books and look up addresses.

GROUP LEGAL SERVICES

If you haven't already signed up for the Group Legal Plan, give it your serious consideration. The cost of $35.00 is reasonable and the service extensive.

occur on your account before you have a chance to notify the card issuer of your loss. In this instance there may be a factual dispute between you and the card issuer as to whether your failure to discover the loss sooner was "unreasonable" and due to a lack of ordinary care on your part. In no event, however, will you have a liability exceeding $50.00

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APPLICATION FOR ENROLLMENT
(ADVANCE ENROLLMENT REQUESTED)

Mail to: University of Southern California, Continuing Education
Administration Building, Room 353
University Park
Los Angeles, California 90007

Name _____
last first middle

Employed by _____

Company address _____
street

_____
city ZIP

Daytime telephone _____ home telephone _____

Social Security number _____

Registration Fee $30.00 Bicentennial Inventors' Conference

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SIX MEMBERS OF CONGRESS (INVENTORS) TO RECEIVE RECOGNITION.

Six members of Congress who held U.S. patents on their inventions will be honored on Feb. 8 with a National Inventors Hall of Fame Bicentennial Medallion by the Patent & Trademark Office.

Commissioner C. Marshall Dann announced the following: Congressman Berkley W. Bedell of Iowa· W. C. Daniel of Virginia· James G. Martin of N.Carolina; Clarence E. Miller of Ohio; Robert L. F.Sikes of Florida and Robert C. Wilson of California will receive

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recognition in addition to the inventor named as the Inventor of the Year by the Association for the Advancement of

HOW TO START AN IWI CHAPTER

The methods and procedures for establishing a chapter are quite simple.

1. Locate one person to be temporary chairman. No particular requirements are necessary.

2. Locate a community meeting room that will accommodate 25 to 50 people for a Saturday mini Seminar.

3. Coordinate with IWI for a date. IWI will reverve the room, do advance publicity and conduct Seminar.

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EXPO ACTIVITIES

(cont'd from p. 23)

TOOK seven leagues FRWRD V T least a thousand years.
U, TU, KN HV ideas V Z future NQ. T S possible FOR U TU contact Z PQR V GD, UNVRSL MIND, Nfinite Ntelligence, whichever your religion R philosopny approves, D explore Z RLM V things TU KM.
ZS S NT fantastic, R somethN QT V ZS world. T HS BN proved endless times ZT L life D L energy N TS multiple ramifiKACNS, KMS from W N SNTRL SORS. I Blieve T S GD PQR, BT regardless V WT U except, U should recognize ZS fact. D F T S NEDD, STRATN QT your thinkN Because U WL NVR B ABL TU DRO upon ZS great cosmic pool V things TU KM, unless D until U DU.
U WL FIND N ZS BOOK L V Z clues U need TU GT started. SM WL read D miss Z point KMpletely. Others WL GRSP Z SNS V WT I M TRIN TU GT across D carry Z BOL V progress FR Byond any possible exageration V day-dreamN.
Z only point TU RMMBR, S TU keep on thinkN creatively until U R ABL TU capture your big idea.

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NEW CHAPTER

IWI has recently formed the new North Bay Chapter in Vallejo, Calif. under the leadership of Tory Graham, Area Coordinator; Mike Manion, Chairman; Bill Stillings, Vice Chairman; and Eli Souligny, Secretary-Treasurer. The new chapter already boasts half a dozen members.

For further information about this group, call Tory Graham 707/643-6887

BOOK REVIEW

INVENTING: HOW THE MASTERS DID IT
Byron M. Vanderbilt
Moore Publishing Co., 374 pp $8.95

In this day of the computer, space travel and communication by satellite, we tend to think of inventions by companies rather than by people. Only individuals can invent and get patents. Thus the potential inventor should be familiar with methods used by successful inventors.

In this book the author explores the personal and professional lives of six outstanding inventors who did most of their work prior to World War I. All were independent inventors. Although all were largely self-educated, they were educated men. However, they were not specialists and often they did not know why they got the results they did. As pointed out in Chapter 9, the approach to successful inventing today is little different than that used by Edison and others of his era.

Although schools and colleges desire to impart innovative and inventive traits to their product, the graduate, most have no curricula directed to this end. Although industry tries to choose potential inventors when hiring new personnel, no test methods are available to identify such people. The characteristics common to the inventors discussed here should be helpful in solving these two problems, as well as others relating to the know-how of inventing.

The potential inventor should not be discouraged if he dislikes higher mathematics, foreign languages or theoretical science. Neither does he need to pursue the higher degrees in the academic world. The diligent worker with the proper approach to research and development needs, in most cases, only basic information of the field in which he is working.

A very worthwhile book.

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research and development needs, in most cases, only basic information of the field in which he is working.

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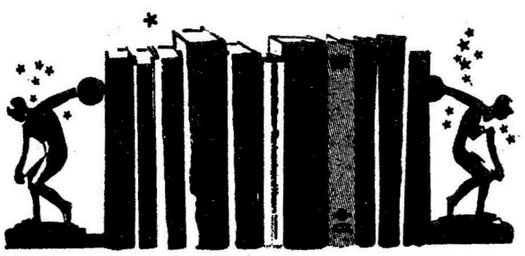
BOOKS



Elaine Clough of the Ventura Public Library recommended the following books and pamphlets for the serious inventor:

Berle, Alf Keyser
INVENTIONS, PATENTS, AND THEIR MANAGEMENT. Van Nostrand. 1959

Conference on the Public Need and the Role of the Inventor, Monterey, CA 1973
PUBLIC NEED AND THE ROLE OF THE INVENTOR. 1974

Fenner, Terrence W. and J. J. Everett
INVENTOR'S HANDBOOK
Chemical Publishing Co. 1969

Hope, Adrian
WHY DIDN'T I THINK OF IT FIRST?
Drake Publishers. 1970

Jones, Stacy V.
INVENTIONS NECESSITY IS NOT THE MOTHER OF PATENTS RIDICULOUS AND SUBLIME. Quadrangle. 1973

Muncheryan, Hrand M.
TECHNIQUES FOR PREPARING AND OBTAINING YOUR OWN PATENT.
H. W. Sams. 1973 (Paperback)

Page, Richard E.
COMPLETE GUIDE TO MAKING MONEY WITH YOUR IDEAS AND INVENTIONS.
Prentice-Hall. 1973

PAMPHLETS

All Branches
GENERAL INFORMATION CONCERNING PATENTS. Rev. May 1973

All Branches
GENERAL INFORMATION CONCERNING TRADEMARKS. Rev. September 1970

U. S. Patent Office
GUIDE FOR PATENT DRAFTSMEN: SELECTED RULES. Rev. 1971

The Patents Room of the Science and Technology Department, Los Angeles Public Library, contains the only complete file of United States patent specifications and drawings west of St. Louis, Missouri. All patents from No. 1, granted on July 13, 1836, to the most recent are available in the Patents Room.

OFFICIAL PUBLICATIONS
U. S. PATENT OFFICE

Patent Specifications and Drawings (complete)..July, 1871, to date
Official Gazette (weekly abstracts).....1872, to date
Manual of Classification (classes and subclasses).....1916, to date
Classification Bulletins
(definitions and class changes).....Revised to date
Decisions of the Commissioner.....1869, to 1968
Annual Report of the Commissioner.....1843, to date
Plant Patents.....1931, to date
Manual of Patent Examining Procedure (loose leaf) (Latest)
Patent Laws (Latest)
Rules of Practice (Latest)
Patent Attorneys and Agents Available to Represent Inventors (Latest)
Guide for Patents Draftsmen (Latest)
General Information Concerning Patents (Latest)
How to Obtain Information From U. S. Patents (Latest)
Questions and Answers About Patents (Latest)
General Information Concerning Plant Patents (Latest)
Lists of Patent Numbers by Class and Subclass (Microfilm)
— Original Patents
— Cross References
— Design Patents

CURRENT FOREIGN ABSTRACTS

Canada. Canadian Patent Office Record.....1890, to date
Cuba. Boletin Oficial de la Propiedad Industrial.....1915-1971
Germany. Auszuge aus patentschriften,.....1880-1940
German Patent Abstracts (comprehensive edition).....1962, to date
Great Britain. Abridgements of Specifications.....1855-1939
1947, to date
Great Britain. Official Journal.....1889, to date
U.S.S.R. Soviet Inventions Illustrated
(comprehensive edition).....1962

TRADEMARKS

U.S. Patent Office
Rules of Practice in Trademark Cases (Latest)
General Information Concerning Trade Marks (Latest)
Questions and Answers About Trademarks (Latest)
Index of Trademarks (list of registrations).....1870, to date
Calif. Laws Relative to Trade Marks (Latest)

COPYRIGHT

U.S. Copyright Office
Catalog of Copyright Entries (Complete)
Copyright Law (Latest)
General Information on Copyright (Latest)
Circulars (Current)
International Copyright Protection (Latest)
Copyright Society Bulletin.....1953, to date

All Branches
GENERAL INFORMATION CONCERNING PATENTS. Rev. May 1973

All Branches
GENERAL INFORMATION CONCERNING TRADEMARKS. Rev. September 1970

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GUIDE FOR PATENT DRAFTSMEN: SELECTED RULES. Rev. 1971

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CHAPTERS

Melvin L. Fuller, 16218 Ventura Blvd. #4
Encino 91436 (213) 990-4140..... President

EAST VALLEY CHAPTER
Anita Soffer.....(213) 783-8815..... Chairman
2nd Wed. 7:30 p.m., Glendale Federal Savings, Community Rm., 12191 Ventura Blvd., Studio City

LONG BEACH CHAPTER
DeVern Horton.....(213) 424-4334 days....(213)830-0307 eve.. Consultant
Elwyn Jones.....(213) 630-6623..... Chairman
4th Thurs. 7:30 p.m., Community Savings & Loan, 3901 Atlantic Blvd. at Roosevelt Rd., Bixby Knolls, Long Beach

NORTH BAY AREA CHAPTER
Tori Graham.....(707) 643-6887..... Coordinator
Mike Manion.....(707) 643-6887..... Chairman
3rd Tues. 7:00 p.m., Santa Barbara Savings & Loan, 1700 Tennessee St Vallejo

RIVERSIDE CHAPTER
Walter Bloch.....(714) 683-1358..... Chairman
Lynn Greenwood.....(714) 653-5836..... Coordinator
3rd Thurs. 7:30 p.m., Riverside Public Library Auditorium, 3581 7th & Orange, Riverside

SAN DIEGO CHAPTER
John Elliott.....(714) 239-0181..... Chairman
Alice Stewart.....(714) 459-0459..... Secretary
1st Wed. 7:30 p.m., Glendale Federal & Savings, 1910 Garnet Ave., San Diego

SAN JOSE CHAPTER
Jim Acsai.....(408) 377-5828..... Chairman
2nd Wed. 7:30 p.m., West Coast Federal Savings & Loan, 596 E. El Camino, Corner of Remington, Sunnyvale

SANTA BARBARA CHAPTER
Louis Matechek..... ...(805) 962-0193..... Chairman
Call Chairman for new meeting place.

SANTA MONICA CHAPTER
Joseph Schulman..... Chairman
Jane Benjamin.....(213) 397-2007.....Coordinator
3rd Wed. 7:30 p.m., California Federal Savings, 10680 W. Pico Blvd. West Los Angeles

Alice Stewart.....(714) 459-0459..... Secretary
1st Wed. 7:30 p.m., Glendale Federal & Savings, 1910 Garnet Ave., San Diego

SAN JOSE CHAPTER
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SANTA BARBARA CHAPTER
Louis Matechek..... ...(805) 962-0193..... Chairman
Call Chairman for new meeting place.

SANTA MONICA CHAPTER
Joseph Schulman..... Chairman
Jane Benjamin.....(213) 397-2007.....Coordinator
3rd Wed. 7:30 p.m., California Federal Savings, 10680 W. Pico Blvd. West Los Angeles

THOUSAND OAKS CHAPTER
Felix Piere.....(213) 991-1759..... Consultant

VENTURA CHAPTER

John & Joyce Neidhardt..... Consultant
Mike Cerino.....(805) 643-2411..... Chairman
3rd Wed. 7:30 p.m., Loops Restaurant, Main St., Ventura

WEST COVINA CHAPTER

Lory Guggenmos.....(213) 949-5677.....Coordinator
Call Coordinator for new meeting place.

WEST SAN FERNANDO VALLEY CHAPTER

John Reminger.....(213) 345-3182..... Chairman
4th Tues. 7:30 p.m., Great Western Savings, Topanga Canyon Blvd., Canoga Park (across from Topanga Plaza)

WEST SAN GABRIEL CHAPTER

Paul Kuever.... .. ..(213) 286-5278..... Chairman
1st Wed. 7:30 p.m., Glendale Federal Savings, 100 S. First Ave., Arcadia

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This fee, which comprises a saving of $7.50, is made up of the following, any of which can be obtained separately:

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Includes pertinent extracts, reprints, protection forms, as well as guidance and information on copyrights and trademarks.

Inventors Journal..... 5.00
A legally correct bound book necessary for the protection of your inventions. The strongest evidence of ownership to your intellectual property.

Annual Renewal Fee..... 20.00

Life Membership.....250.00

Seminar Lectures - Index available on request. Typewritten copies of each..... 1.00
Tapes are also available - Inquire at IWI office.

Patent Search..... 95.00

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Co-Sponsored by:	United States Department of Commerce Federal Energy Research and Development Administration Inventors Workshop International
Date and Time:	March 5, 1976, 8:30 a.m. to 5:00 p.m. — Southern California March 6, 1976, 8:30 a.m. to 5:00 p.m. — Northern California

Location:	Northern California	Southern California
	Pacific Gas and Electric Company Auditorium 77 Beale St. San Francisco, California	University Hilton (at Campus) Figueron at Exposition Blvd. Los Angeles, California
Registration Fee:	$25.00	$30.00

Federal Energy Research and Development Administration:
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U.S. Patent Office:
William Gottschalk, past commissioner of the U.S. Patent Office,

National Technical Information Service:
A representative of the U.S. Department of Commerce, Ralph Lamb, of NTIS,

An Idea That Made Me A Million Dollars
Robert Merrick will discuss how he got an idea and developed it, and through his own efforts became a wealthy inventor.

What You Can Demand and Expect From A Patent Attorney
Murray Hatch will discuss the personal benefits you can obtain from a patent attorney

When You Have An Idea, What Is Your Next Move?
Norman Parrish will discuss simple proven methods for getting your idea ready for the patent application,

From Employee to Entrepreneur
Donald Dible, author of "The Money Game" and "Up Your Own Organization",

Five Most Needed Energy Related Inventions
A guest speaker will discuss the area of greatest need for inventor participation.

For further information, please call:
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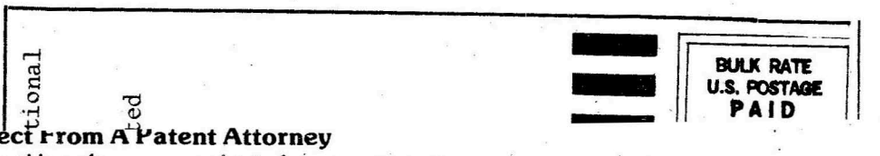

What You Can Demand and Expect From A Patent Attorney
Murray Hatch will discuss the personal benefits you can obtain from a patent attorney

When You Have An Idea, What Is Your Next Move?
Norman Parrish will discuss simple proven methods for getting your idea ready for the patent application,

From Employee to Entrepreneur
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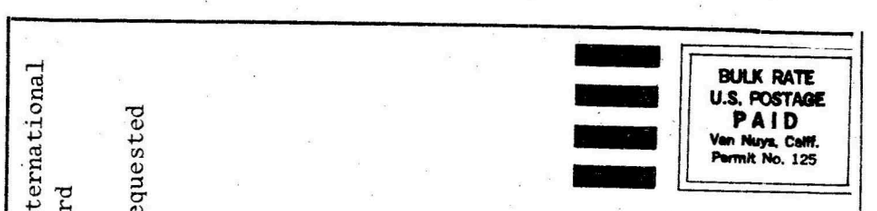

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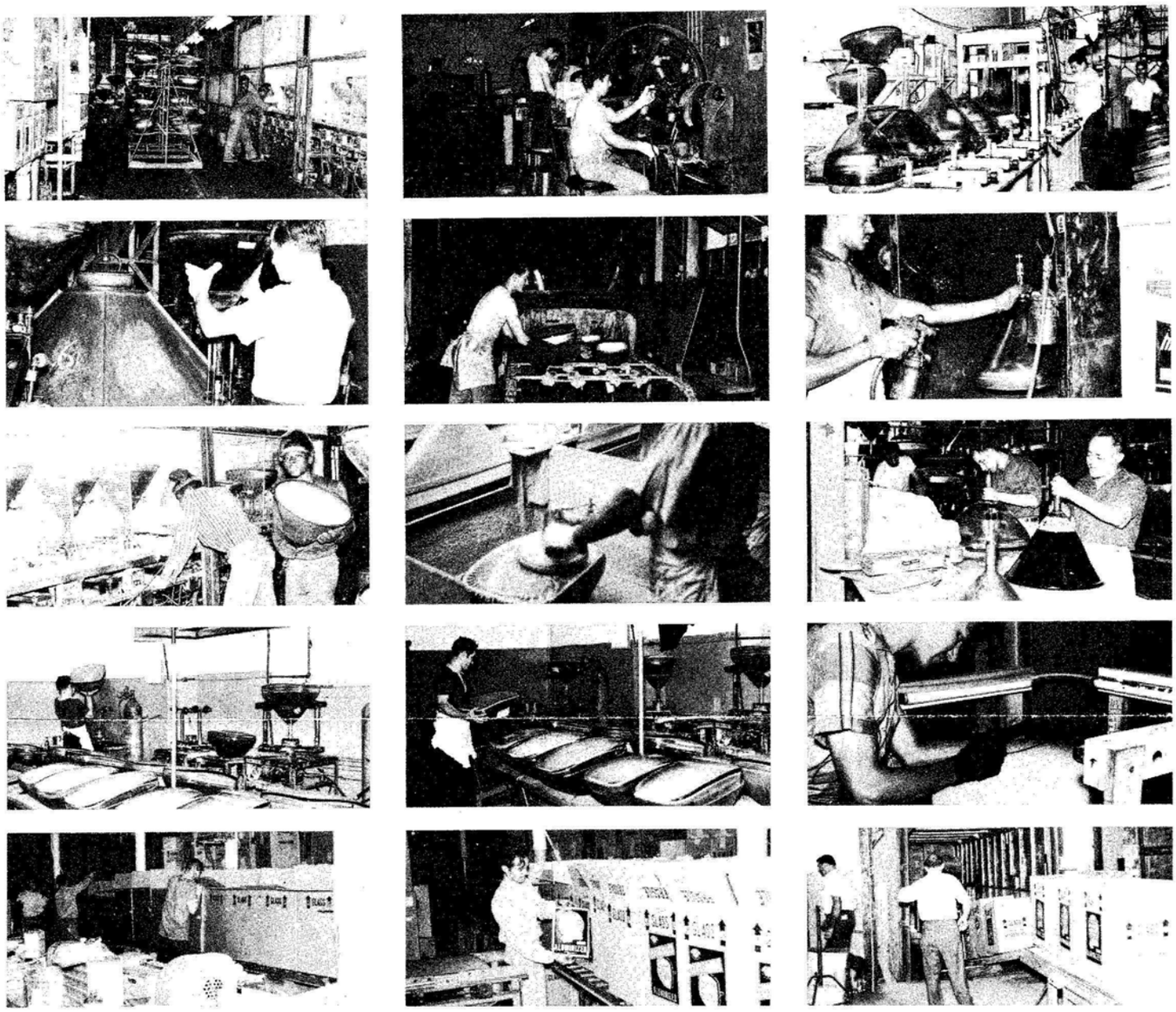
How Picture Tubes Are Made



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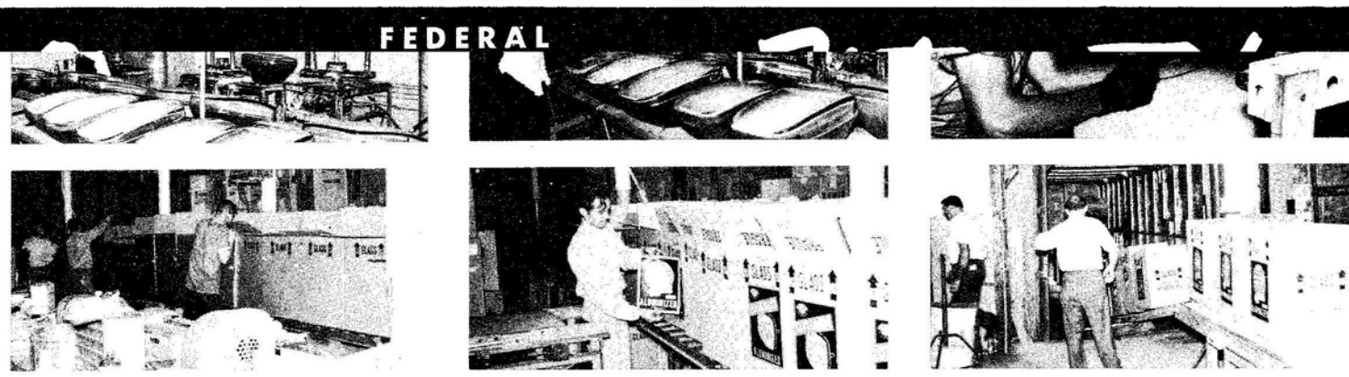
FEDERAL



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THE MANAGEMENT

Check Tube Group 10



PICTURE OK but WEAK SOUND or NO SOUND

Check Tube Groups 7, 9



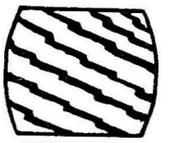
PICTURE SLIPS (Up or Down)

Check Tube Group 1



PICTURE TOO SMALL

Check Tube Groups 8, 9



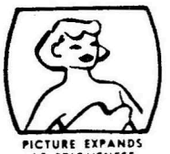
SEVERAL JAGGED HORIZONTAL LINES

Check Tube Group 7



FLAT HEADS

Check Tube Groups 2, 3



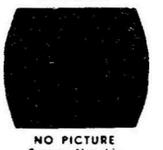
PICTURE EXPANDS AS BRIGHTNESS CONTROL IS ROTATED

Check Tube Groups 7, 9



"BOUNCY" PICTURES

Check Fuse (under 1 amp) Check Tube Groups 1, 2, 3, 4, 8



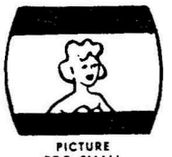
NO PICTURE Screen Not Lit SOUND OK

Check Tube Group 6



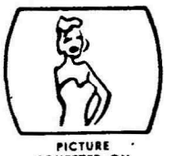
NEGATIVE PICTURE (Picture Tube)

Check Tube Group 7



PICTURE TOO SMALL VERTICALLY

Check Tube Groups 1, 2, 4, 8



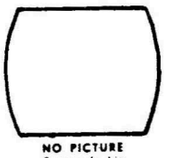
PICTURE SQUEEZED ON ONE SIDE

Check Fuse (1 amp or larger) Check Tube Group 1



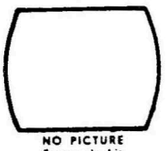
NO PICTURE Screen Not Lit NO SOUND

Check Tube Group 6



NO PICTURE Screen Is Lit Sound OK

Check Tube Groups 5, 6



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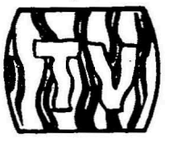
Check Tube Group 5



PICTURE WEAK "SNOW" SOUND WEAK (hiss)

Check Tube Groups 8, 9



"WIGGLES"

Check Tube Group 7



HORIZONTAL WHITE LINE

Check Tube Groups 1, 2, 4, 8



PICTURE NOT WIDE ENOUGH

GROUP 1
(LOW VOLT. RECT.)
3DG4
5AS4
5AU4
5U4
5Y3
5V3
5DJ4

GROUP 2
(HORZ. OUTPUT)
6AU5
6AV5
6BG6
6BQ6
6CB5
6CD6
6DQ6
17JB6
21GY5
6GW6
6GF5
6FW5
27GB5

GROUP 3
(HIGH VOLT. RECT.)
1AX2
1B3
1G3
1J3
1K3
1X2
3A3
1V2

GROUP 4
(DAMPER TUBE)
6AF3
6AU4
6AX4
6BY5
6DA4
6DE4
6V3
6W4
6AL3
6CQ4
12D4
17AY3
16AQ3

GROUP 5
(TUNER TUBES)
(R.F. AMP. & R.F. OSC.)
6AF4
6AG5
6AT8
6BC5
6BC8
6BK7
6BN4
6BQ7
6BR8
6BS8
6BZ7
6CB6
6CG8
6CQ8
6CY5
6EA8
6J6
6U8
6X8
6CW4
6GK5
6FS5
6FG7
6ER5
6FH5
6CL8
6FY5
6FV6

GROUP 6
(VIDEO-I.F., DET., & OUTPUT)
6AC7
6AG7
6AH6
6AL5
6AM8
6AN8
6AQ5
6AS8
6AU6
6AU8
6AW8
6AX8
5B8
6BA8
6BZ6
6GM6
6HF8
6HT6
6HM6
6JA8
6CB6
6CX8
6DK6
6GK6
6EB8
6BQ5
6EW6
6AS11
6GN8
6CK6
6BL8
6HL8
6CF6
6DE6
6HJ8
6BC5
6EH7
6EJ7
8ET7
12BY7
12BV7
12AU7
12AT7

GROUP 7
(VERT. OSC. & OUT.)
6AH4
6AN8
6AQ5
12AU7
6AW8
12AX7
12B4
5B8
12BH7
6BL7
6BX7
6C4
6CG7
6CH8
6CM6
6CM7
6CN7
6CS7
6CY7
6CZ5
6DB5
6DE7
6DR7
6EM5
6J5
6K6
12L6
6S4
6SN7
6U8
6V6
6W6
10EG7
6EA7
6EM7
6DT5
6FD7
6GK6
6BL8
6EZ5
6EY6
6GN8
6DN7
6FJ7
15CW5

GROUP 8
(HORIZ.-OSC.)
12AT7
12AU7
6CG7
6EA8
6SN7
6U8
6CG7
12BH7
6FQ7
6B10
6BL8
6HL8
6GH8

GROUP 9
(SYNC. & AGC.)
6AN8
6AU6
6AW8
12AX7
12AU7
12BH7
5B8
6BA8
6BU8
6BY6
12BZ7
6CS6
6BY6
6CU8
6SN7
6U8
6HS8
6FV8
6CG7
6BR8
6EA8
6EB8
6GY6
6BY8
6GS8
6BL8
6BJ8
6CX8
6B10
6AS11
9A8

GROUP 10
(AUDIO OR SOUND IF, DET, OR OUT)
6AS5
6DT6
6AW8
6AU6
6T8
6AR5
6BN8
6CB6
6CU5
6AV6
6BQ5
6U8
6BN6
6G11
6FM8
6AU8
6BL8
6GK6
6CS6
6ED5
11JE8
6HF8
6GX6
6FV8
6EB8
6GN8
6AL5
6AM8
6AN8
6AQ5
6AT6
6BK5
12C5
6CA5
6DG6
6DS5
12ED5
6K6
6V6
6U8
6W6
6Y6
7C5
15CW5

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Rear Seat 5x7 Speaker Kits **$3.6**

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Rear Seat 5x7 Speaker Kits **$3.69** | Rea Spe

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