

SECRET

Please address reply—

THE DIRECTOR OF NAVY CONTRACTS,
ADMIRALTY,
LONDON, S.W.1,



Telegraphic Address:—

CONTRACTS, ADMIRALTY, LONDON.

Telephone No. WHITEHALL 9000, EXTENSION, 70.

and quote—

C.P. Branch 10.

Patents/S.R.E.246/36.

ADMIRALTY,
LONDON, S.W.1.

20 March, 1936.

Sir,

With reference to your letter of 26th February to the Director of Scientific Research concerning your British Patent Application No.19157/34 and cognate applications, I have to inform you that the complete specification has been examined and the Department is pleased to accept your offer to assign the patent to the Admiralty, without financial charge for assignment, in order that it may be kept secret at least until such time as your further investigations have shewn whether the invention is of value for defence purposes.

The Treasury Solicitor has accordingly been instructed to communicate with you regarding the assignment of the invention and in order that the requisite certificate of secrecy may be filed at the Patent Office before the last date for acceptance of the complete specification viz: 28th March it is essential that the formal deed of assignment shall be executed within the next few days.

While the terms of the formal assignment will enjoin secrecy upon you it is noted that you wish to retain freedom of action concerning the applications of the invention to commercial purposes. In the circumstances you will be free at any time to request Admiralty permission to proceed with commercial exploitation of the invention with or without re-assignment of the patent and the question whether secrecy of the whole invention and of the patent (on terms to be agreed) will continue to be necessary, would be considered if and when such a request is received.

The Department accordingly desire that you will consult them before communicating any part of the invention to other parties.

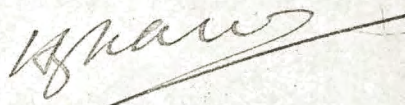
L.Szilard, Esq.,
C/o The Clarendon Laboratory,
Parks Road,
OXFORD.

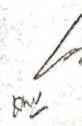
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departing
publications
to or } It is desired to make clear to you ^{that} the sealing
of the British patent as secret will of course be contingent
upon your abandoning the corresponding patent application
in America and any other foreign patent applications you
may have made, without the Admiralty becoming liable for
any compensation, and you are requested to confirm that this
will in fact be done. In the event of secrecy being waived,
however, the act of waiver could be withheld, at your request,
in order not to prejudice any foreign patent applications you
might then wish to make.

I am, Sir,

Your obedient Servant,



 DIRECTOR OF NAVY CONTRACTS.

SECRET

70.

10.
Patents/S.R.E.246/36.

20th March, 1936.

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L. Szilard, Esq.,
C/o The Clarendon Laboratory,
Parks Road,
OXFORD.

deferring publication of or It is desired to make clear to you ^{that} the sealing of the British patent as secret will of course be contingent upon your abandoning the corresponding patent application in America and any other foreign patent applications you may have made without the Admiralty becoming liable for any compensation and you are requested to confirm that this will in fact be done. In the event of secrecy being waived, however, the act of waiver could be withheld, at your request, in order not to prejudice any foreign patent applications you might then wish to make.

I am, Sir,
Your obedient Servant,

Signed H. G. Law.

DIRECTOR OF NAVY CONTRACTS.

36.5.18
c/o Clarendon Laboratory,
Parks Road,
O x f o r d .

24th March, 1936.

The Admiralty,
Whitehall,
S. W. 1.

For the attention of H.G. Law, Esq. - C.P. Branch 10.

Sir,

I thank you for your letter of March 20th and I beg to state that paragraphs 3, 4 and 5 are not acceptable to me, since they limit my freedom of action not only as far as the manufacturing of war materials goes, but also as far as the commercial exploitation of other material goes, which has no connection whatever with war material. Also these paragraphs would limit my freedom of action in relation to my scientific publications and my private communications to other scientists.

I am returning to you the deed of assignment which you have sent me and I am signing it on the understanding that I have, from the day of assignment on, your permission to communicate my invention to others except as follows:-

1) I must not allow premature publication of any patents which I have filed or which I may file in the United States of America or in countries belonging to the British Empire on the subject of this invention. I shall defer their publication as long ~~as possible~~ ~~without abandoning these patents and at least for two years from~~

as possible without abandoning these patents and in any case at least for two years from the date of acceptance of the present English patent (March 30th, 1936).

2) I must not have any patents on file in countries other than those belonging to the British Empire and the United States of America until March 1st, 1937. I may file patents in some such countries after that date if I am satisfied that no useful purpose would be served by further secrecy, but before doing so, I would inform the Admiralty that in my personal opinion the secrecy of the present English patent ought to be waived.

3) I must not, without an explicit permission of the Admiralty in each case that might arise, approach any person for the purpose of developing the invention for purposes of war or of starting manufacture of war material on the basis of the invention.

am
A further understanding on which I/^{am} signing the deed of assignment is the following: If a manufacturer shall want to enter into a license agreement under the present patent, I shall be free to set such terms as seem to me advisable and you will grant a license under such terms to him, making royalties or other considerations payable to me or my nominee if, for reasons of secrecy, you do not wish to re-assign the patent to me. This, however, is subject to the proviso that you are satisfied that the manufacturer is not likely to exceed the limits set by the proposed agreement by manufacturing war material, or, alternatively, if the proposed agreement foresees the manufacture of war material, that there is no objection to the agreement from the point of view of national defence.

I shall be very pleased if this is convenient to you and I should appreciate it if you would confirm it.

Alternatively, if this is not acceptable to you, I would ask you not to make use of the deed of assignment and in this case I should appreciate it if you could advise me by Saturday, the 28th of March.

In explanation of the above I may add that I am fully aware of the fact that there would be no point in sealing the British patent secret if I were not to do my best in every other respect to keep the subject matter secret and I shall take all precautions which are possible in the circumstances. I wish, however, to retain full freedom as far as my scientific publications and private communications to other scientists are concerned and wish to remain free to decide on each case which arises, according to the circumstances and to the best of my knowledge. It is also essential that I should not be limited in my efforts to raise funds for further research work from private persons or manufacturers who are interested in promoting industrial development along the lines of the present invention.

I am, Sir,

Yours very truly,

(LEO SZILARD)

P.S. Paragraph 4 on Page 2 is, of course, subject to the further proviso that no financial or other obligations should arise to the Admiralty from granting a license under the proposed license agreement.

X

True copy

c/o Clarendon Laboratory,
Parks Road,
Oxford.

24th March, 1936.

The Admiralty,
C.P. Branch 10,
Whitehall,
S. W. 1.

For the attention of H.G. Law, Esq.

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(LEO SZILARD)

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c/o Clarendon Laboratory,
Parks Road,
O x f o r d .

24th March, 1936.

H.G. Law, Esq.,
C.P. Branch 10,
Admiralty,
Whitehall,
S. W. 1.

Dear Mr. Law,

Enclosed I am sending you a signed letter along the lines suggested by the Treasury Solicitor. I am also sending you tomorrow the signed deed of assignment.

I shall telephone you from Oxford on Wednesday in order to find out whether my letter is satisfactory or whether you want me to change any part of it, which I should be very pleased to do, if required.

I wish to thank you for the trouble you have taken in connection with this matter.

I am,

Yours very truly,

(LEO SZILARD)

x

c/o Clarendon Laboratory,
Parks Road,
O x f o r d.

25th March, 1936.

The Admiralty,
C.P. Branch 10,
Whitehall,
S. W. 1.

For the attention of H.G. Law, Esq.

Sir,

I thank you for your letter of March 24th, the receipt of which I acknowledge.

I understand from to-day's interview that the patent will be re-assigned to me if and when the secrecy of the patent is waived and in these circumstances I am in agreement with the contents of your letter of March 24th.

I shall appreciate your making arrangements for the certificate of secrecy to be deposited.

I am, Sir,

Yours very truly,

(LEO SZILARD)

c/o Liebowitz
420 Riverside Drive
New York City

February 2nd, 1939

Director of Navy Contracts
Admiralty
London S.W.1.

Ref. No. C.P. Branch 10,
Patents 8142/36

Sir:

I have written to you a letter dated of December 21st, 1938, and subsequently I cancelled this letter by cabling you on January 26th as follows: "Referring to C.P. 10 patents 8142/36 kindly disregard my recent letter stop writing Leo Szilard".

I wish to explain my reason for cancelling my letter by cable, and in order to do so I have to state the following.

When I wrote you the letter of December 21st, I was satisfied that the anomalies observed in indium have been definitely cleared up, and that indium cannot be used for the process described in the patent which has been assigned to you. This is still my opinion. Since I wrote you my letter of December 21st it has however turned out that anomalies observed in another element, which appeared to be similar to the case of indium, have an entirely different explanation, and that the process underlying the anomalies of this other element might very well turn out to be similar to the process described in the patent assigned to you. Intense work is now being done on this phen-

omenon, and I cabled you in order to ask you not to take any action until this new work has been completed.

I should be glad if you could perhaps let me know whether my cable reached you in time to stop any action which you may have started on the basis of my preceding letter, and accordingly whether or not the status of the patent remains unchanged.

Kindly note that I am at present in America and to be reached at the above address, but, of course, a letter addressed to the Clarendon Laboratory, Oxford, will also reach me with some delay.

I am, Sir,

Yours very truly,

(Leo Szilard)

C.P. Branch 10

ADMIRALTY,

LONDON, S.W.1.

SECRET

20 March 1936

The attached copy of a letter is ~~referred~~ for information in connection
with your telephonic request to-day.

F.C. Champneys Esq.

C.P. Form—No. 258.

(965) Wt. 24449/7010 20M 12/34 S.E.R. Ltd. Gp. 602.

W. St. D. Jenkins

Director of Navy Contracts.