

REF ID: A104693
ARMY SERVICE FORCES
OFFICE OF THE CHIEF SIGNAL OFFICER
WASHINGTON 25, D. C.

PATENT MEMORANDUM NO. 5

(Date)

1. You have been assigned to develop improvements in arts of value to the Chief Signal Officer or to work so associated with such development that information gained in your work may reasonably be expected to result in patentable inventions. Your assignment to this work is for the express purpose of vesting in the United States all right, title and interest to any such improvements and inventions arising from said development or that you may make while engaged in the work assigned, if in the opinion of the Chief Signal Officer the public interest demands that the invention be owned and controlled by the War Department.

2. Since no person in the military service or employed by it is entitled to classified military information solely by virtue of his commission or official position and since such information will be entrusted only to those who need it in the performance of their official duties, who of necessity must be informed because of their cooperation in the work, project, development or invention concerned, therefore the possession of or access to classified matter shall of itself for the purpose of this memorandum be deemed to place the person concerned in that group or groups assigned to a development in question nor shall such presumptive assignment in one group limit or preclude assignment, presumptive or actual, in other similar groups.

3. Assignment to this work constitutes a specific assignment to invent such devices, circuits, products or processes as are necessary or desirable for the completion of any project or projects with which your group is charged. Acceptance of this assignment by you will constitute an agreement on your part to execute the papers necessary to transfer to the Government the rights which it requires under paragraph 9 (a) AR 850-50, as set forth in paragraph 7 of this memorandum, including complete assignment of the invention where it falls within the terms of sub-paragraph 9 (a) (1) or, (if it be determined that the invention should be held secret) sub-paragraph 9 (a) (2) thereof. Such assignments, whether of all rights under the invention or merely licenses, must be drafted in form to meet the requirements of law in the categories to which the invention pertains.

4. In the case of an invention which relates to an invention which the Chief Signal Officer decides should be held secret, or which relates to a classified project, acceptance of this assignment also constitutes an agreement on your part that you will not disclose the invention to unauthorized persons until such time as you are informed in writing by Authority of the Chief Signal Officer that the need for secrecy has ceased.

5. It is the policy of the Chief Signal Officer that officers, enlisted men, and civilian employees have no relations with commercial organizations that might jeopardize their unqualified loyalty to the Signal Service or that might influence their official action in development, procurement and inspection duty. The following examples are cited as representative of conditions that must be avoided:

a. Technical, mechanical, administrative, sales or any other service, outside official working hours or while on leave, to an organization or individual engaged in a line of work that reasonable foresight might visualize as eventually leading to business relations with the Laboratory.

b. Financial interest to the extent of 1/100 of 1% or more of the capital account, in any corporation or partnership that reasonable foresight might visualize as an eventual Government contractor for the type of material with which the Laboratory is concerned.

c. Patent licenses under issued patents or applications therefore to manufacturers who may with reasonable foresight be expected to become Government contractors for the type of material with which the Laboratory is concerned and involving such patents.

6. In order to assist personnel and to establish criteria the following questions are asked, answers to which are to be attached hereto and made a part hereof: (use attached sheet for answers to following).

a. Are you employed on a part time basis or as a consultant by any organization that has now, or is likely to have in the future, contracts from the Signal Corps involving relations with the Laboratory. If so, with whom and under what conditions?

b. List your employers for the past ten years.

c. List any contracts or agreements involving inventions, patents or patent rights to which you are a party, identifying the other parties thereto.

7. Paragraph 9 (a), AR 850-50 reads as follows:

"Inventions evolved by officers, warrant officers, enlisted men and civilian employees will be divided into three classes, those which

"(1) Are produced as a result of a specific employment or contract to invent the specific device or article. The War Department will assert the ownership of the Government in this class and will require an assignment of entire right, title and interest therein.

"(2) Arise in connection with and as a result of the official duties or general employment of the officer, warrant officer, enlisted man or civilian employee, but where there is no specific designation or employment to invent the thing concerned. With regard to this class, whether or not patented under the provisions of law, Act April 30, 1928, (45 Stat. 467; 35 U.S.C. 45; M.L. 1939, Sec. 1869), the War Department requires at least a nonexclusive license in writing to make, use, and sell or otherwise dispose of in accordance with law or to cause to be so made, used, sold or disposed of, and every such invention will be reported by the inventor to the War Department. In cases where the invention is important in the national defense and for that reason should be kept secret, the War Department may request a complete assignment.

"(3) Do not refer to and are not evolved in the line of duty of the officer, warrant officer, enlisted man, or civilian employee. With regard to this class the War Department has no particular concern unless the invention has military value. If it has, the War Department will accept a non-exclusive license, if tendered."

8. This notice of assignment to develop improvements in arts of value to the Signal Corps shall not be construed as divesting you of ownership of any invention made by you while engaged on this work except as set forth in the preceding paragraph, but the Army Regulations there quoted will be strictly followed. If in any case you believe that these regulations have been improperly applied, the Chief Signal Officer may be requested to waive or modify any ruling thereunder which may have been made.

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1. I hereby accept assignment to work under the conditions set forth in basic communication, and agree to communicate to the Patent Section of the Signal Corps all patentable ideas conceived by me during my work and all patentable ideas conceived by me which relate to Signal Corps activities during the term of my employment. I agree to cooperate with the Signal Corps in every proper way to present patent applications which they decide to file, and agree I will not apply for patents on ideas related to Signal Corps activities (except through the Signal Corps Patent Section) unless a release in writing is given by the Chief Signal Officer or his duly authorized representative.

Execute in duplicate. One copy to OCSigO, one copy retained at Laboratory.

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Answers to Par. 6 of Patent Memo. No. 5