

This Agreement made this        day of  
1878 between Amos Emerson Dolbear of  
College Hill, Somerville Massachusetts of the  
first part and Samuel S. White of Philadel-  
phia Pennsylvania, Elisha Gray of Chicago  
Illinois, and Joshua F. Bailey of New York,  
New York, parties of the second part.  
Witnesseth:

Whereas said party of the first  
part has invented certain new and useful  
improvements in Speaking Telephones and  
in apparatus and methods applicable  
thereto, for which he has made or is about  
to make application for Letters Patent of  
the United States; and

Whereas, said parties  
of the second part are desirous of acquiring  
an interest in the profits which may  
accrue from the manufacture, sale or use  
of Speaking Telephones embodying the said  
inventions or improvements of the party of  
the first part, in foreign countries, by which  
is to be understood, countries other than  
the United States, and Dominion of  
Canada;

Now this Indenture witnesseth.

I. That the party of the first part hereby  
covenants and agrees to and with the

parties of the second part that he will authorize, and by these presents does hereby authorize, the said parties of the second part to make applications for, and to secure Letters Patent, in any and all foreign countries for any and all of the said inventions and improvements, in or relating to Speaking Telephones, apparatus and methods, which have heretofore been, or may hereafter be made by the said party of the first part, during the continuance of this agreement.

II

The parties of the second part hereby covenant and agree with the party of the first part, that they will without unreasonable delay make or cause to be made and prosecuted a proper application for Letters Patent, in and for the United Kingdom of Great Britain and Ireland, securing to the parties hereto, and their executors and assigns the sole and exclusive right to make, use and sell, within the said Kingdom certain inventions and improvements in Speaking Telephones, apparatus and methods, for which application for Letters Patent are now pending in the Patent Office of the United States, the same being more particularly described in certain applications for Letters Patent of the

United States, made and about to be made, whereof copies are now in the possession of Frank L. Pope; to wit: 1. A cushion between the vibrating diaphragm and its support.  
2. Four different call or alarm apparatuses known as the tuning-fork call, the devil-fiddle call, the bell call, and the concentrically mounted plate call.  
3. A battery telephone.  
4. A modification of Peir's telephone, termed the electrophone.

It is however expressly understood and agreed between the parties hereto, that the making of applications for patents in Great Britain, on inventions other than those herein before specified in this article, and in all foreign countries whatsoever, other than Great Britain, shall be wholly at the option of the said parties of the second part; and it is further understood and agreed that said party of the first part may make and enter into arrangements with other parties than the parties of the second part herein named, for the obtaining and joint ownership of Letters Patent in foreign countries other than Great Britain, provided the express assent thereto in writing of the parties of the

second part herein named, shall have been first had and obtained.

III

The parties of the second part further covenant and agree to pay all the cost and expenses of procuring and maintaining any and all Letters Patent referred to in the preceding articles and of introducing into public use in foreign countries the hereinbefore mentioned inventions of the party of the first part, and to use reasonable diligence in endeavoring to establish a profitable business under the protection of said Letters Patent, in such manner as they shall deem most advisable, and it is expressly understood and agreed that no part of the expenses referred to in this article are to be paid by said party of the first part.

IV

The parties of the second part further covenant and agree to keep or cause to be kept, just and true accounts of all receipts and expenditures in connection with the manufacture use or sale of Speaking Telephones which embody in whole or in part devices invented by said party of the first part and secured by Letters Patent as herein before provided and to furnish the party of the first part at least as often as semiannually a true and just statement

of the amount of said receipts and expenditures and to account for and pay over to said party of the first part such proportion of the net proceeds arising from the manufacture, sale or use of Speaking Telephones under said patents as shall be just and equitable having regard to the relative importance and value of the inventions of said party of the first part, as compared with the patented inventions of other parties which may be included in the said Speaking Telephones. Provided that the proportion of the net profits so paid to the said party of the first part shall not in any case exceed twenty-five per cent of the total amount of said net profits.

V

The parties of the second part, furthermore covenant and agree that any and all Letters Patent for which applications shall be made in accordance with the provisions of articles I and II of this agreement, shall be either in the name of or as a communication in whole or in part from the said party of the first part, and they furthermore covenant and agree that the of the said party of the first part shall be legibly marked upon or affixed to each and every Speaking Telephone

embodying in whole or in part the patented inventions of said party of the first part, which shall be manufactured or sold by the said parties of the second part.

VI It is mutually covenanted and agreed between the parties hereto, that in case the parties hereto shall be unable to agree as to what constitutes an equitable division of the net profits, as provided in Article IV of this agreement, that the question of said division shall be referred to three arbitrators to be chosen in the manner customary in such cases and that the decision of a majority of said arbitrators shall be final.

VII It is furthermore mutually covenanted and agreed between the parties hereto, that in case any question shall arise as to the priority of invention on the part of said party of the first part in respect to any of the inventions or improvements hereinbefore specified as against any other inventor or patentee whose inventions or improvements in Speaking Telephones are owned or controlled, by or may hereafter be owned or controlled by the parties of the second part, that the said question shall

be referred for decision to such competent and disinterested person as may be agreed upon by the parties hereto, who shall decide the same in accordance with the Patent Law of the United States, as laid down in the statutes, and interpreted by the decisions of the United States Courts and of the Patent Office.

VIII

It is further mutually covenanted and agreed that this agreement shall continue in force during the lifetime of the patents referred to in Articles I and II.

In witness whereof the parties above named have hereunto set their hands and seals, the day and year first above written.