

Aug 28 1979

UNITED STATES DISTRICT COURT

S. D. OF N. Y.

SOUTHERN DISTRICT OF NEW YORK.

UNITED STATES OF AMERICA,

Plaintiff,

v.

Civil Action No. 24-13

IMPERIAL CHEMICAL INDUSTRIES, LTD.

IMPERIAL CHEMICAL INDUSTRIES  
(NEW YORK), LTD.

E. I. du PONT de NEMOURS &  
COMPANY, INC.

REMINGTON ARMS COMPANY, INC., et al.,

Defendants.



STIPULATION + ORDER

It is stipulated by and between the undersigned parties, by their respective attorneys, that:

1. A final judgment was entered in this matter on July 30, 1952. A Copy of that judgment as modified through April 21, 1953 is attached hereto. Subsequent modifications of the judgment direct actions that have now been fully accomplished.
2. The final judgment represents the culmination of proceedings begun January 6, 1944, with the filing of a complaint charging that the defendants used a number of patent licensing and other agreements and jointly-owned foreign companies to divide world markets for chemical products and sporting arms and

ammunition among themselves. The Court (Judge Sylvester J. Ryan) found that E. I. du Pont de Nemours & Company, Inc. ("du Pont") agreed not to compete with Imperial Chemical Industries, Ltd. ("ICI") in the British Empire and ICI agreed not to compete with du Pont in Central and North America. The Court also found that United States commerce had been restrained by the formation of jointly owned companies in Brazil, Canada and Argentina.

3. The final judgment requires, among other things, du Pont and ICI to license others on a reasonable royalty basis to use any United States patent owned by them on June 30, 1950, which prior to that date was commercially used by du Pont and ICI or either of them and any joint company, and certain patents acquired by them between June 30, 1950 and June 30, 1955. For five years from the date of the judgment, du Pont and ICI were not to grant to or receive from each other any right under any United States or foreign patent covering products included in the litigated agreements. Du Pont and ICI were to terminate their joint interests in Canadian Industries, Ltd.; Duperial Argentina; and Duperial Brazil.

4. Du Pont and ICI are, with respect to chemical products and sporting ammunition, further enjoined from (a) referring orders to each other, to any co-conspirator or to any agent or distributor thereof; (b) selling to or purchasing from each other or any co-conspirator on preferential terms or conditions; (c) appointing each other or any co-conspirator as agent or distributor, or in any way selling products through them; and (d) acting as agent or distributor

of each other or any co-conspirator.

5. As of June 30, 1977, the specific affirmative actions directed by the judgment had been carried out and the time limits in the judgment had expired. Patents subject to compulsory licensing under the judgment expired by June 30, 1972.

6. Du Pont has requested that the United States join with it in an application for vacation of the final judgment, as amended, as it applies to du Pont.

7. The United States believes that this judgment has served its purpose well. It presently appears that changed circumstances have eliminated the further need for this judgment.

8. At the request of the Department of Justice, du Pont is prepared, prior to the entry of any order vacating the judgment, to publish notice of this application inviting interested parties to submit comments for a period of 60 days from the time of such notice. Such notice would be published in two consecutive issues of The Wall Street Journal and Chemical Marketing Reporter or such other publications as the Court may direct, and the Court may order such publication in the form attached hereto.

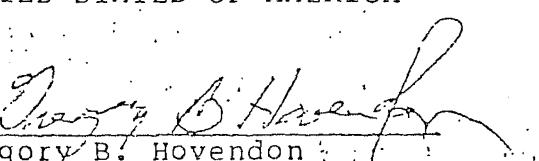
9. An order vacating the above described final judgment as to du Pont in the form hereto attached may be filed and entered by the Court, upon the motion of either party or upon the Court's own motion at any time after compliance with the publishing requirements described above, provided that plaintiff has not withdrawn its consent, which

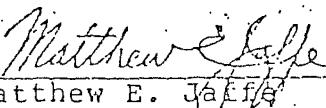
It may do at any time before the entry of the proposed order vacating the above described final judgment as it applies to du Pont by serving notice thereof on du Pont and by filing that notice with the Court.

10. In the event plaintiff withdraws its consent or if the proposed order vacating the final judgment as it applies to du Pont is not entered pursuant to this stipulation, this stipulation shall be of no effect whatsoever and the making of this stipulation shall be without prejudice to plaintiff and du Pont in this or any other proceeding.

For the Plaintiff:

UNITED STATES OF AMERICA

  
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Gregory B. Hovendon

  
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Matthew E. Jaffee

For the Defendant:

E. I. DU PONT DE NEMOURS & COMPANY, INC.

COVINGTON & BURLING

By Daniel J. Gibbons

August 24, 1979

50 C.R.D. (ed)  
Aug 26, 1979

John J. S.  
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(P. J. S.)