



## Quelle

General Patent and Business Development Agreement (1924); [Auszüge]<sup>1</sup>

„The undersigned, and they with or for their respective subsidiary companies and for their respective successors and assigns, have joined to sign and agree as follows:

### 1 SCOPE

This Agreement relates to the entire business of each of the parties hereto in incandescent lamps, as hereafter defined.

For the purpose of this Agreement the incandescent lamp is defined as comprising all electric lamps for illuminating, heating or medical purposes, operating by any or all of the following methods: incandescence of a refractory filament, luminescence of gas, cathode incandescence (except so called arc or enclosed arc-lamps, not operating in a sealed container, and also excepting Neon, X-Ray and Radio tubes), and all of the aforesaid are hereinafter comprehend by the word *lamps*.

### 2 PURPOSE OF THE AGREEMENT

The purpose and intent of this Agreement is to secure the cooperation of all parties in:

- 1) providing for more advantageous utilization of their manufacturing facilities in producing lamps,
- 2) securing and maintaining a uniformly high quality of product,
- 3) arriving at more economical arrangements for the distribution of the product,
- 4) promoting more efficient methods of electric illumination and the increased use of light to the advantage of the consumer,

with the understanding that all parties are to continue their business on independent lines [...].

### 3 STANDARDIZATION

The parties hereby agree to adopt, within a period to be fixed by the General Board, the recommendations of the Incandescent Electric Lamp Manufacturers' Technical Association made at the meeting held in Paris, April 14-16-1924, with respect to standardization, lamp efficiency and other related matters.

### 4 EXCHANGE OF INVENTIONS AND EXPERIENCE [...]

### 5 BASIS FOR DETERMINING RELATIVE POSITION OF PARTIES

Including all amendments made by the General meeting as per resolution numbers indicated in marginal note parallel to sections or paragraphs altered or added.

(A) Basic Period.

1. The total sales of each of the parties hereto in the territories covered by this Agreement will be ascertained according to its effective net sales in one of the preceding years, amongst which it must choose either the year 1922, the year 1923, or the year running from July 1-1922, to June 30-1923, with the following exceptions [...]

(D) Territorial Groups

1. For the purpose of the allotments, proportions and sharing in the business, as herein defined, two or more countries may be formed into a group.

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<sup>1</sup> Ungarisches Nationalarchiv Z 609 – 296 – 1069.

2. All countries other than Home Countries and other than the British Colonies are combined into one Group – called Common Territory.

3. No groups can be formed which include any one of the following countries, called Home Countries:

Austria, Belgium, Brazil, China, France, Germany, Great Britain, Holland, Hungary, Italy, Japan, Spain. [...]

(E) In determining any allotments, business based on the sales made in or to the United States of North America and Canada (including Newfoundland) shall not be considered.

#### 6 METHOD OF MAINTAINING RELATIVE POSITION OF PARTIES

(A) 1. Each party participating in any country or established group of countries will be entitled to make sales in such territory up to the number of units corresponding to its Local Participating Percentage. All excess over that number shall be regarded as growth due to cooperative effort, and the profit thereon shall be divided between the several parties in deficit in such territory. [...]

#### PERCENTAGE OF PENALTY TO BE PAID

Individual average price up to and including American Gold cents	Per cent	But not less than % of the general average price
Under 7	10	5
From 7.01 – 8	12 ½	6 ¼
From 8.01 – 9	15	7 ½
[...] Over 14	40	20

[...]

#### 10 ORGANIZATION

(A) General Meeting

1. A GM of all parties signatory to the Agreement will be called at least once a year. [...]

2. The GM will have supreme authority in all matters relating to the Agreement and will supervise the carrying out of its provisions except in so far as it may delegate, either generally or specifically, its powers to the General Board. Its decisions are binding for the General Board, for the management, and for the parties hereto.

3. At each GM one vote will be given for every million units in the effective sales in the Basic Period,

4. [...] decisions in the GM are to be carried by three-quarters' majority of the votes cast,

(A) Local Meetings – The interested parties in each of the individual countries listed in Article 5, referred to as Home Countries, will take part in a Local Meeting for such country, which will watch over the special interests of that country in relation to the Agreement. The voting power of each party therein will be according to its Local Participating Percentage. A party forming a bloc with its licensees also shall cast the votes based on its licensees' effective sales. Decisions can only be adopted by a majority of two-thirds of the votes cast, except as may be otherwise provided herein. [...]

(B) General Board

1. The administration of the Agreement will be under the supervision and direction of a General Board, which will have jurisdiction over matters relating thereto, subject to decisions of the General Meeting.

2. Membership of the General Board will be made up, as indicated below, of representatives of each of the following groups which may subscribe hereto:-

Osram Group	3 Representatives
Philips Group	3

Overseas Group <sup>2</sup>	2
Compagnie des Lampes Group	1 Representative
Kremenezky Group	1
Societa Edison Clerici Group	1
Spanish Group	1
Swedish, Swiss and German Groups	1
Tokyo Electric Co. Group	1
Vereinigte Group	1
[...]	

6. Decisions in the GB are to be carried by three-quarters' majority of the votes cast, each representative having one vote, and may not be contrary to the conditions of the Agreement. [...]

#### 12 INCLUSION OF OTHER PARTIES

(A) So far as is possible, the benefits of this Agreement will be extended to other reputable and well established manufacturers of lamps, through a formal procedure to be laid down by the General Board, in which case the Participating Percentages of each party hereto shall be altered accordingly. [...]

#### 13 PURCHASE AND SALE OF BUSINESS BELONGING TO PARTIES HERETO

(A) The obligations assumed by each party under this Agreement shall automatically pass to its General Successor. [...]

(B) Any party hereto is allowed to purchase independently a part or the whole of another party's business, but in buying such business it must comply with such general requirements as the GB may prescribe as a condition precedent to the purchaser obtaining a corresponding increase of its Participating Percentages under the terms of this Agreement.

#### 14 ACQUISITION OF OTHER LAMP MANUFACTURING INTERESTS

(A) No party shall interest itself directly or indirectly in the business of a lamp manufacturer not a party. In principle it is understood that if opportunity offers of acquiring other lamp manufacturing interests, such acquisition shall be made for the joint account of the parties hereto, and that no party will be proceed independently of the others in either negotiation or purchase of such lamp manufacturing interests, and that each party will act only in agreement with the others in such matters.

(B) The foregoing shall not of itself prevent any party from building new factories or acquiring others for the sole purpose of providing of such party's business covered by this Agreement. [...]

#### 15 DURATION OF AGREEMENT AND PRIVILEGE OF WITHDRAWAL THEREFROM

(A) Any party may withdraw from this Agreement at the end of a fiscal period. [...]

#### 22 ENFORCEMENT

(A) The parties to this Agreement hereby bind themselves, severally and jointly, to observe the terms and conditions thereof in a spirit of mutual cooperation, fully realizing that in specific cases defined therein individual sacrifice may be immediately demanded in return for benefits which shall ultimately accrue from their common endeavour.

(B) They further agree that they will severally and jointly appoint the corporation (société anonyme) Phoebus S. A. Compagnie industrielle pour le Développement de l'Eclairage (hereinafter

<sup>2</sup> GE CUBA; Australia, Rio, Mexico South Africa etc.

referred to as Phoebus) having its principal office in Geneva, Switzerland, as the Bearer of their Righths (Porteur des Droits) insofar that it shall have the right to enforce on their behalf and in the name of said Phoebus their common and individual rights under this Agreement and further to enforce in particular the following. [...]"

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General Patent and Business Development Agreement (1924); [Auszüge]. In: Themenportal Europäische Geschichte (2011), URL: <<http://www.europa.clio-online.de/2011/Article=484>>.

Auf diese Quelle bezieht sich ein einführender und erläuternder Essay von Hidvégi, Mária: Internationale Kartelle und der europäische Wirtschaftsraum der Zwischenkriegszeit. In: Themenportal Europäische Geschichte (2011), URL: <<http://www.europa.clio-online.de/2011/Article=482>>.