
PATENT SEARCH AGREEMENT

PARTIES

This representation agreement is entered into between Modern Method Patents and [Company] (Client).

SCOPE OF AGREEMENT

Representation is limited to conducting a U.S. Patent Search and the provision of a patentability opinion, which will normally be completed within ___ business days.

FEE

The agreed services will cost \$___. In order to begin working on this matter we require a retainer deposit of \$200. Services will commence only after funds have successfully cleared. The remaining fees (which is the total fee minus the \$200 deposit) become due once the prior art search report has been delivered to the Client.

SCOPE OF SEARCH

A U.S. patent search includes a search of databases for issued U.S. patents and pending U.S. patent applications. With the search you will get a "search report" that will provide a brief summary of the patents found. After you have had an opportunity to review the search report and patents a 30-minute telephone consultation can also be scheduled upon request.

With all patent searches, not all relevant prior art can be guaranteed to be found.

Specifically, pending US applications are not published until 18 months after they are filed, so even with an exhaustive patent search there is no way to be sure that everything pending at the Patent Office has been discovered.

Additionally, when you do apply for a patent, it is extremely likely that the patent examiner will rely on at least some patents that you did not know about. Sometimes this is due to the aforementioned 18-month secrecy period, sometimes this is due to the fact that an examiner rejection could not be anticipated, sometimes it is due to the fact that the description of your invention is considered overbroad (possibly a strategic choice), and

sometimes because the examiner will weave multiple patents together to make a rejection. Receiving a rejection is normal and common. The goal of patent search is not to guarantee there is no prior art that can bar patentability, but rather to investigate whether pursuing a patent application makes sense.

SUCCESSFUL SEARCH

If the search results are positive (obvious prior art is *NOT* discovered) and you decide to move forward with filing a patent application, a separate representation agreement will be prepared and sent to you for your consideration and execution.

CONFIDENTIALITY

Patent attorneys and patent agents are required by federal regulations to maintain information obtained from clients as confidential. See 37 C.F.R. 11.106. To specifically allay any fears, Modern Method Patents specifically promises to protect confidential information learned from the Client as required by 37 C.F.R. 11.106.

TERMINATION

It is understood that either Modern Method Patents or the Client may terminate this representation agreement by written notice. If such termination occurs, Modern Method Patents is entitled to payment for the fair value of services completed up to the time written notice or termination is provided. Payment for the fair value of services will be taken from the amount held in the client trust account. In the event of termination, any unearned fees, less amounts charged for credit card processing and other costs (i.e., searcher fees) will be returned to the customer within 45 business days.

CONFLICTS OF INTEREST

Modern Method Patents provides similar patent services for, and otherwise consults with, a number of clients and companies who operate in many different areas of invention. It is understood and agreed that provision of services to the Client does not prevent Modern Method Patents from providing similar services, consulting, legal services, or any other general business services to or for other clients and companies, both now and in the future. Only in the event of a direct conflict where multiple clients are claiming identical subject matter will Modern Method Patents be required to cease representation. In order to address such a direct conflict Modern Method Patents may at its discretion elect to cease representing the Client.

ENTIRE AGREEMENT

This Agreement states the entire agreement between the parties concerning the scope of services and supersedes any prior agreements, understandings, or representations with respect thereto. Any addition or modification to this Agreement must be made in writing and signed by authorized representatives of both parties. This Agreement is made under and shall be construed according to the laws of the State of California, U.S.A. Any and all disputes must be settled through binding arbitration. If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

WHEREFORE, the parties acknowledge that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein.

SAMPLE



PATENT SEARCH AGREEMENT

Modern Method Patents, LLC

Printed Name (Individual) James Zantos

Title Patent Agent, USPTO Registration Number 81,416

Signature _____

Date _____

Phone / Email _____ / _____

CLIENT

Client (Business, if applicable) _____

Printed Name (Individual) _____

Title (Inventor, etc.) _____

Signature _____

Date _____

Phone / Email _____ / _____

