
PROVISIONAL PATENT APPLICATION AGREEMENT

PARTIES

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

SCOPE OF AGREEMENT

Modern Method Patents will work together with the assistance of the Client as necessary to create a U.S. provisional patent application suitable for filing at the U.S. Patent & Trademark Office (USPTO). The Client may be provided a patent application questionnaire designed to collect much of the information necessary for the completion of the patent application. Sometimes we will have additional questions and require additional information at this stage. Once we have the information requested, we will prepare a first draft provisional patent application that will then be sent to you for your review. It is common for us to have additional questions and to need some more information from you regarding your invention at this time, so we will ask for any information we need and discuss with you how best to expand your invention disclosure so as to capture the most possible coverage that can be obtained.

Typically, after we have received additional input from the Client in response to the first draft, we have enough information to finalize the provisional patent application and prepare the forms necessary for filing. Upon finalization of the provisional patent application, we will again need you to review the provisional patent application to verify it is complete and accurately discloses your invention. Once we receive confirmation from you that the provisional patent application is in order, we will then be able to file the provisional patent application with the USPTO.

SCHEDULE

Estimating the time to prepare a provisional patent application is difficult given that delays outside our control can affect the project timeline. These delays can include, but are not limited to, waiting for professional drawings, waiting to hear back from the Client, and acts of God that can cause the interruption of normal business activities.

Notwithstanding, we ordinarily will endeavor to keep the following schedule:

FIRST Draft delivered to Client	__ business days
FINAL Draft delivered to Client	__ business days
Application submitted to USPTO	__ business days

Which is to say: A first draft of the provisional patent application completed within __ business days from the date the inventor provides the information requested. Similarly, after the customer returns the draft provisional patent application with any comments, we will ordinarily be ready for final review within __ business days. After finalization by the Client filing ordinarily occurs within __ business days.

Because it may not be possible to expedite the final steps, any need to expedite the process must be made known at the very beginning of the process. Additional fees may be necessary to expedite an application.

CLIENT OBLIGATIONS

Cooperation is essential. Therefore, the Client agrees to:

- 1) Completely and in good faith provide answers related to questions relating to the invention or the provisional patent application; and
- 2) Cooperate in the preparation of the application by reviewing drafts and providing additional information as requested to complete the application.
- 3) Understand that each individual associated with the filing and prosecution of a patent application, including the Client, has an obligation to disclose to the USPTO any information that is material to Client's matters, especially patent applications.

DRAWINGS

Modern Method Patents has a working relationship with a team of patent illustrators. We can generate drawings if requested. If the Client provides drawings, they must be usable in our professional judgment, otherwise we will require the preparation of appropriate drawings by one or more professional patent illustrators. See section: *COSTS & OTHER FEES*.

FEES

The fees associated with Modern Method Patents preparing and filing a U.S. provisional patent application will be \$ [Total Fee]. Notwithstanding, in the event that the Client desires major alterations during the final review stage, additional fees may be required. Similarly, in the event that the invention substantially changes during the application preparation process additional, fees may be required. After receiving Client approval, additional fees will be billed hourly at a rate of \$92/hour.

The Client is also responsible for all USPTO fees, including those fees due at the time of filing. Based on the assumption that the Client qualifies as a small entity (i.e., an individual inventor or corporation with fewer than 500 employees and not a micro entity) **the fee for filing a provisional patent application with the USPTO is \$120 (as of 10/18/23).**

In order to begin working on this matter we require a retainer deposit of 10% of the total fee. Services will commence only after funds have successfully cleared. **Thirty percent** of the total fee will become due upon completion of the first draft of the provisional patent application. Thirty percent of the total fee becomes due upon completion of the final draft of the provisional patent application. The remaining fees (thirty percent of the total fee unless fees for additional services have been agreed upon) become due once the provisional patent application has been filed at the USPTO.

Payment of the fees shall be made in accord with the following schedule:

TOTAL FEE (TF) of \$ [Total Fee]			
Payment 1	Deposit, due at project kickoff	10% TF	\$ ____
Payment 2	FIRST Draft delivered to Client	30% TF	\$ ____
Payment 3	FINAL Draft delivered to Client	30% TF	\$ ____
Payment 4	Application submitted to USPTO	30% TF	\$ ____

In each instance when funds become due the specified amount will be deemed earned and either (A) requested from the Client at that time or (B) will be removed from the client trust account and paid directly to the general account of Modern Method Patents.

COSTS & OTHER FEES

The fees due to the U.S. Patent Office will become due once the patent application has been filed.

NONPROVISIONAL PATENT APPLICATION

In order to obtain a patent a nonprovisional patent application will need to be filed within 12-months of the filing date of your provisional patent application. There are certain rare situations where you could file a nonprovisional patent application up to 14-months after filing a provisional patent application, but these will almost never apply. Therefore, you **MUST** consider the deadline to file a nonprovisional patent application to be no later than 12-months after the filing date of your provisional patent application.

If you would like our assistance in the preparation and filing of a nonprovisional patent application, please contact us no later than 10 months after the filing of your provisional patent application. If you wait later, we may not be able to assist you.

Please also note that absent entry into a separate representation agreement we will not file a nonprovisional patent application on your behalf.

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. 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 the 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.

PROFESSIONAL LIABILITY INSURANCE

Modern Method Patents maintains insurance for services rendered in the field of intellectual property as provided under this agreement.

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.



PROVISIONAL PATENT APPLICATION AGREEMENT

Modern Method Patents, LLC

Printed Name (Individual) James Zantos

Title (Inventor, etc.) Patent Agent, USPTO Registration Number 81,416

Signature _____

Date [Publish Date]

Phone / Email (714) 420 2354 / J.R.ZANTOS@GMAIL.COM

CLIENT

Client (Business, if applicable) _____

Printed Name (Individual) _____

Title (Inventor, etc.) _____

Signature _____

Date _____

Phone / Email /

General Terms

- 1) **No Search** – Modern Method Patents (MMP) will not perform a commercial patentability search or render a patentability opinion unless explicitly hired by the Client to do so. We encourage clients to conduct their own internet or other search to familiarize themselves with the prior art, and bring to our attention any documents of relevance.
- 2) **No Review of Prior Art** – Modern Method Patents will not review prior art references unless explicitly hired by the Client to do so. Note that the Client is required to disclose any known and material prior art references to the USPTO in an Information Disclosure Statement which is separate from this agreement.
- 3) **No Assessment of Infringement** – MMP will not search patents for possible infringement, or provide an infringement opinion.
- 4) **No Assessment of Inventorship / Ownership** – Inventorship and Ownership are generally presumed to be accurately represented by the Client.
- 5) **No Assessment of Statutory Bars** – U.S. Patents are subject to a one-year statutory bar beginning from a date of first public disclosure (publication, demonstration in public, offering for sale, etc.), after which the invention will be considered public domain and a valid, enforceable patent cannot be obtained. Foreign Patents are mostly subject to an absolute bar, meaning you must file a patent application prior to any public disclosure. MMP will presume that the Client has made no public disclosures that would impact patentability. If the Client has any questions about a possible public disclosure event, and its impact on patentability, the Client shall disclose such with MMP.
- 6) **Storage of Files** – MMP will use its best efforts to maintain an electronic copy of the Client's files (PDF or .doc). Original Signature documents shall be retained by the Client and only an electronic copy of the original should be provided to MMP. MMP shall not be responsible for keeping or maintaining original signature documents.
- 7) **No Follow-up Reminders** – MMP will communicate to the Client all deadlines and requirements for response at least once. While MMP may send reminder notifications of deadlines as a courtesy to the Client, such is not guaranteed and shall not be expected by the Client even if reminders were previously sent in connection with the Client's matters. It is the responsibility of the Client, upon receipt of the first notification of any deadline or required response, to the calendar for and provide MMP with explicit instructions and payment (may be satisfied with Deposit Account) for responding to any deadlines in connection with the Client's legal matter(s).