

Patent Preparation and Filing Agreement

Freedman Patent  
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**LETTER OF ENGAGEMENT**

*Date*

*Attn:* \_\_\_\_\_

*Address*

RE: Patent Application Preparation & Filing Agreement

Dear \_\_\_\_\_:

This letter represents an Agreement between **Freedman Patent** (Patent Firm) located at 942 Clubhouse Drive, Harleysville PA 19438 and \_\_\_\_\_ (Client), whose mailing address of record is \_\_\_\_\_, where you have agreed to have Patent Firm represent Client before the U.S. Patent and Trademark Office (USPTO) for the preparation and filing of a U.S. Nonprovisional patent application to obtain a patent for the invention titled \_\_\_\_\_.

The Nonprovisional patent application will be assigned docket number \_\_\_\_\_. Please refer to this number in all subsequent communications.

**Preservation of Confidences and Secrets of Client**

We agree to be bound by 37 CFR 10.57 concerning the preservation of confidence and secrets of a client. Client should be aware that as a practitioner any legal privilege between Client and Patent Firm is limited in scope to those matters before the USPTO. Other communications will be confidential but not legally privileged. Moreover, any communications which materially affect the patentability of the invention are not legally privileged and must be disclosed to the USPTO in accordance with 37 CFR 1.56.

## Patent Preparation and Filing Agreement

### **Personnel**

The primary needs for this case will be met by Immanuel Freedman.

Client's principal representative for this case is Name.

### **Preparing and Filing a Nonprovisional U.S. Patent Application**

Client has requested that Patent Firm prepare and file a Nonprovisional patent application for this invention.

Patent Firm does not prepare assignment documents; however, Patent Firm will submit assignment documents to be recorded on behalf of Client, should Client provide such documents to Patent Firm.

### **Foreign Protection**

Client should note that there may be the opportunity to seek foreign protection for this invention. If Client is interested in foreign-filing the application, please let Patent Firm know as soon as possible.

### **Other Forms of Intellectual Property Protection**

Patent Firm does not provide legal advice outside of legal advice regarding patent prosecution and patent matters before the USPTO.

### **No Guaranteed Result**

All decisions of patentability rest with the USPTO. Patent Firm does not guarantee that Client will receive a patent. Nor has Patent Firm represented to Client that if a patent is ultimately issued, that the patent will have claims of sufficient scope to prevent competitors from copying, in significant part, the invention; or will be valid over all prior art; or will have significant commercial value. Rather, Patent Firm has indicated that it is competent for preparing and filing patent applications; that the claims in such patent applications will be drawn in light of the best known prior art and in view of conversations with Client at the time the application is written; and that, if a patent issues, it has a statutory presumption of validity as set out in the Patent Statute.

Furthermore, there has been no representation that the invention is free of the intellectual property rights of others in the US or any foreign country. Each of these issues is separate and apart from the prosecution of the patent application and needs to be reviewed and evaluated separately. Patent Firm will exercise reasonable diligence in representing Client before the USPTO.

## Patent Preparation and Filing Agreement

### **Fees**

We agree a Patent Firm fee of \_\_\_\_\_ for preparing and filing the application, 50% payable in advance and the balance thereof when the application is ready to file. USPTO fees must be paid in advance for documents to be filed. The USPTO revises its fees from time-to-time. By signing this contract, you are authorizing the Patent Firm to collect fees on behalf of USPTO. Patent Firm will provide a notification to Client when Patent Firm receives an USPTO Office Action related to this case, together with an estimate of the Patent Firm fee for responding to the Office Action billed at the rate of \_\_\_\_ per hour and any required USPTO fees. Client must sign a separate contract with Patent Firm to authorize Patent Firm to respond to each USPTO Office Action.

### **Fee Dispute Resolution**

In the event there is a dispute with respect to any of Patent Firm's fees (and we hope there are none), Client agrees to submit the dispute for binding arbitration under the rules of the Better Business Bureau of Metropolitan DC and Eastern Pennsylvania.

Client agrees to pay all costs and expenses related to collection of any balances overdue for more than 30 days, including attorney's fees.

Prompt payment is necessary for maintaining a satisfactory account. If bills are not paid when due Patent Firm reserves the right to discontinue all services, to charge interest on unpaid amounts at a rate of 1.5% per month and, to withdraw from representing Client. However, representation will not be withdrawn without first providing Client with a notice of Patent Firm's intention either orally or by mailing a certified letter to Client's last known mailing address.

### **Termination of Services**

Patent Firm may terminate this Agreement if Client is in breach of its obligations under this Agreement or if Patent Firm is otherwise required to do so in accordance with the rules of professional conduct governing patent practitioners. Client is entitled to terminate this Agreement at any time, subject to Client's contractual liability to Patent Firm for services rendered prior to the date of termination.

### **Disability of Practitioner**

Client recognizes the fact that Immanuel Freedman is currently the sole practitioner for Patent Firm. In the event that practitioner were to suffer from a physical or mental disability according to 37 CFR 10.40 (c)(4) such as: long term illness (more than 14 days), dementia, blindness, death, insanity, alcoholism, substance abuse, or domestic relations problems, Patent Firm will return Client's file, documents and any prototype by U.S. Express Mail or certified mail to Client's last known mailing address and withdraw from this engagement.

### **Unenforceable Provision and Neutral Rule of Construction**

If any provision of this Agreement shall be held by a Court of competent jurisdiction to be void and unenforceable, the balance hereof shall nevertheless be carried into effect. If there is an ambiguity in this Agreement, the traditional legal rule that construes ambiguity against the maker shall not be applied against the maker of the Agreement; instead the rule of construction shall be neutral, that is, ambiguities will be deemed to have been mutually drafted by the parties of this Agreement.

Patent Preparation and Filing Agreement

**Complete Agreement**

This writing includes the entire Agreement between Client and Patent Firm regarding this matter. This Agreement can only be modified with another written agreement signed by Client and Patent Firm. This Agreement shall be binding upon Client and Patent Firm.

**Questions**

We encourage you to discuss any questions you may have concerning intellectual property or our fees as soon as they arise.

We appreciate your business and look forward to serving you.

Sincerely

Patent Firm

\_\_\_\_\_  
Immanuel Freedman  
Registered Patent Agent #51,704

\_\_\_\_\_  
Date

I have read, understood and agree with the terms set forth in this letter.

\_\_\_\_\_  
*Name*  
Representative for Client

\_\_\_\_\_  
Date