<insert Date>

<insert Client Name>

<insert Client Email Address>

<insert Client Contact Number>

**Re: Limited Scope Engagement: Help with Drafting and Filing a Non-Provisional Patent Application**

Dear <insert client name>:

Thank you for the opportunity to work with you and represent you in this matter. This letter confirms your understanding that I will represent you, as your attorney, for the following limited scope of services: [e.g., assisting in drafting and filing a Non-Provisional Patent Application] (“Agreement”). This Agreement becomes effective once I receive a signed copy of this document.

**Scope of Agreement**

As part of your application to the N.C. Bar Foundation’s Patent Pro Bono Program, you requested legal assistance. I have agreed to act as your attorney and assist you with the following matters:

<Insert appropriate scope, starting from one of the examples below should be helpful>

*A. Helping draft a Patent Application – client to file application*

1. Advising the client on how to draft a Non-Provisional Patent Application for <insert brief description of invention>
2. Optionally collaborating in drafting the claims for the invention
3. Reviewing and editing the Non-Provisional Patent Application
4. Reviewing the First-Time Filer Expedited Examination Pilot Program with the client, if appropriate
5. Advising the client on corresponding documents to be filed along with the Non-Provisional Patent Application (e.g., a declaration, an application data sheet, etc.)

The engagement will end upon the client filing the Non-Provisional Patent Application.

*B. Drafting a Patent Application – client to file application*

1. Drafting a Non-Provisional Patent Application for <insert brief description of invention>
2. Helping the client understand the Non-Provisional Patent Application structure and content
3. Reviewing the First-Time Filer Expedited Examination Pilot Program with the client if appropriate
4. Advising the client on corresponding documents to be filed along with the Non-Provisional Patent Application (e.g., a declaration, an application data sheet, etc.)

The engagement will end upon the client filing the Non-Provisional Patent Application.

*C. Helping draft a Patent Application – Attorney to file application*

1. Advising the client on how to draft a Non-Provisional Patent Application for <insert brief description of invention>
2. Optionally collaborating in drafting the claims for the invention
3. Reviewing and editing the Non-Provisional Application
4. Reviewing the First-Time Filer Expedited Examination Pilot Program with the client if appropriate
5. Working with the client to complete all corresponding documents to be filed with the Non-Provisional Patent Application
6. Filing the Non-Provisional Patent Application and corresponding documents (e.g., a declaration, an application data sheet, a pro bono certification, etc.)

The engagement will end upon the attorney filing the Non-Provisional Patent Application.

*D. Drafting a Patent Application – Attorney to file application*

1. Drafting a Non-Provisional Patent Application for <insert brief description of invention>
2. Help the client understand the Non-Provisional Patent Application structure and content
3. Reviewing the First-Time Filer Expedited Examination Pilot Program with the client if appropriate
4. Working with the client to complete all corresponding documents to be filed with the Non-Provisional Patent Application
5. Filing the Non-Provisional Patent Application and corresponding documents (e.g., a declaration, an application data sheet, a pro bono certification, etc.)

The engagement will end upon the attorney filing the Non-Provisional Patent Application.

You understand I have not been retained to assist you with matters not covered by the scope of this Agreement such as (1) additional issues that may arise as a result of this matter (e.g., response to an Office Action on the application or litigation of the patent) or (2) issues that arise outside the scope of this matter (e.g., how to form a new business entity to make and sell your invention). Should litigation, arbitration, or any similar proceeding become necessary, you will not oppose my decision or formal motion to withdraw from representing you. Should additional issues arise for which you may require legal representation, please inform the N.C. Bar Foundation’s Patent Pro Bono Program at patents@ncbar.org so they can further assist you.

**Fees**

Typical attorney fees in North Carolina for the services detailed in this Agreement can range from $300 to $650 per hour. However, you qualified for pro bono legal assistance through the Patent Pro Bono Program and I offered to assist you on a pro bono basis. This means I will not charge you for my time assisting you with the services outlined in this Agreement, but you will remain responsible for any out-of-pocket costs such as USPTO filing fees and/or registration fees and/or postage fees. Out-of-pocket expenses will need to be paid prior to beginning any work associated with those expenses. **Current USPTO Micro-entity fees for filing a Non-Provisional Patent Application are < insert current fee here>. If we are going to file the Non-Provisional Patent Application, the fee must be paid before I can start work assisting you with the Non-Provisional Patent Application**. The money will be held in our trust account and used to pay the USPTO filing fees. Should you decide to end our representation before the filing of the Non-Provisional Patent Application, the money will be returned to you. Also, any other fees to be incurred by the firm, e.g., professional service fees for drawing Figures, must be paid before that work begins.

**Confidential Information – Loss of Patent Rights**

Attorneys have a duty protect your confidential information gained during representation, including any information that is specifically designated as confidential. This duty binds every member of our firm, including firm employees who are not lawyers; for this reason, client information can be shared among members of the firm. Further, we are bound by a duty of confidentiality after our representation has ended.

The legal right to keep information confidential belongs to the client. Therefore, clients must be careful not to give up this legal right inadvertently. Materials prepared by you for our use should be clearly marked: “CONFIDENTIAL”. Further, you should pay particular attention with regards to your confidential information such that you do not publicly disclose your inventions, ideas, or other material prior to filing a patent application. Public disclosures, such as offers for sale, discussions with customers, sales, public uses, marketing materials, etc., may result in loss of patent rights under U.S. and International laws.

**Ending the Relationship**

**By You:** You are free to end this relationship by providing me with written notice of your decision.

**By Me:** With this Agreement, I am committed to representing you to the best of my ability. However, I am free to withdraw my services at any time with good reason.

For example, I would withdraw my services if:

* a client misrepresented facts or failed to disclose important facts;
* a client did not cooperate with me in any reasonable request;
* a client who agreed to file their own Non-Provisional Patent Application did not complete the filing within three (3) months of when the application was ready to file;
* a client was not courteous, respectful, or prepared when communicating with me or my staff;
* a client asked me to do anything unethical or illegal; or
* litigation, arbitration, or any similar proceeding became necessary.

I would also withdraw my services if I learn of a **conflict of interest** that would make it unethical for me to continue to represent you. A conflict of interest would occur if doing what is best for you would not be best for or would harm another one of my clients.

**Communication**

The best telephone number for reaching me is <insert phone number>. I may not always be available when you call to speak with me. On those occasions, please leave a voicemail or email me at <insert email address> and I will respond to you as soon as possible.

Before you sign this letter, please let me know if you have further questions or concerns. Once you have carefully reviewed the contents of this letter and are satisfied with the terms of the Agreement, please sign the Agreement, and return it to me as an indication of your understanding and approval of the scope of my representation and your responsibility for any out-of-pocket costs. Enclosed is a copy for your records.

Best regards,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**<insert Attorney Name>**

**ACKNOWLEDGED AND AGREED:**

**The above Agreement is understood and accepted by <client name>**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

< insert Client Name>

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**(Date)**