

## Basic Agreement

between the Swiss Federal Institute of Intellectual Property, Stauffacherstr. 65/59g, 3003 Bern (IPI)

and \_\_\_\_\_  
\_\_\_\_\_  
(customer)

The IPI offers patent searches and analyses as information services under the ip-search label.

The conditions below apply to all information services ordered by the customer from the IPI during the course of the present agreement:

The IPI will invoice the customer for any services rendered. Payment must be made within 30 days.

The applicable prices are those published by the IPI at the time of the order for the corresponding service in accordance with Article 14 of the Federal Act on the Statute and Tasks of the Swiss Federal Institute of Intellectual Property.

The duration of the current agreement is unlimited. It may be terminated by either party at the end of the month provided that 30 days' notice is given by registered letter.

**The undersigned herewith acknowledges having read the General Terms and Conditions on the second page of this form and agrees to them.**

Place, date \_\_\_\_\_

Place, date \_\_\_\_\_

For the IPI:

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

For the customer:

\_\_\_\_\_

## **General Terms and Conditions**

### **I. General scope**

These General Terms and Conditions apply to commercial services provided by the IPI under the label ip-search.

Any other general terms and conditions and declarations by the Customer will only form an integral part of the contract if expressly agreed in writing.

### **II. Services and rates**

With the exception of basic searches, which are charged at a fixed rate of CHF 900.– including VAT, the final price is determined based on actual working hours, the costs for using the databases, additional services (citations, patent documents, non-patent literature, etc.), as well as VAT (plus 8.1%). The final price varies depending on the mandate, the selected databases, the chosen search strategy, the number of documents found, the depth of analysis, and the formatting and preparation of the results. All these factors are adjusted according to your specific needs. Invoices are payable within 30 days of the invoice date.

### **III. Placement of order**

Orders should always be made in writing by post, by email or by using the online order form. Transmission errors and discrepancies are the responsibility of the Customer.

### **IV. Liability and warranty**

**The IPI applies due diligence in selecting information sources and executing searches. However, no guarantee can be given for the accuracy and completeness of the retrieved data nor for the search results. The IPI shall only be liable in cases of gross negligence and intent.**

**The information contained in the search report does not constitute legal advice nor is it to be understood as a recommendation for investment. For more in-depth analyses and interpretation, we recommend consulting suitably qualified persons, e.g. a patent attorney.**

### **V. Copyright and rights of use**

No copyright is transferred to the Customer. All services are intended for the Customer's own use only, or in the case of information brokering, for the own use of the Customer's customer. In the case of a transaction on behalf of a third party, the data may be forwarded to the latter once only. Duplication, distribution and reprinting for the purpose of further commercial use are prohibited.

### **VI. Data protection and confidentiality**

The IPI maintains complete confidentiality concerning all searches. We protect your personal data in accordance with our privacy policy (see [www.ipi.ch](http://www.ipi.ch) > Legal notice > Privacy policy).

### **VII. Resolution of claim or dispute**

**All matters arising out of or relating to this agreement and the services by the IPI shall be governed by and construed in accordance with the internal laws of Switzerland (without giving effect to such laws' conflict of laws or international private law rules).**

**Any claim or dispute arising out of or relating to this agreement and the services by the IPI, regardless of the cause of action, shall be adjudicated exclusively by the court of the city of Bern, Canton of Bern, Switzerland and each party irrevocably submits to the exclusive jurisdiction of such courts.**