

## UNOFFICIAL TRANSLATION

In carrying out their assignments, the patent and trademark agencies employing members of the Association of Finnish Patent Attorneys (SPAY) comply with the following general terms of assignment:

# General Conditions Concerning Mandates YT16

**1.** The attorney shall safeguard the principal's interests and rights and shall carry out the mandates received with due diligence, in a professional manner and within reasonable time, observing the prevailing conditions. The attorney shall keep confidential information received from the principal in secrecy in accordance with good counseling principles and the Act on Authorised Industrial Property Attorneys.

The attorney shall be entitled to rely on receiving all necessary information concerning the case from the principal. When the mandate concerns an application for an Intellectual Property Right, the principal shall inform the attorney of the extent of the mandate, of any relevant known circumstances and of any previously filed applications and publications relating to the same field.

The principal is responsible for the fact, that he is entitled to dispose of the commission (the invention, model, trademark etc.) including the documentation delivered to the attorney, e.g. drawings and other information, to the extent that is required by the mandate.

The attorney shall conduct background searches into earlier rights, prior art or designs only on the basis of a specific agreement to that effect.

**2.** Unless an agreement on the remuneration has been reached beforehand, the attorney will be entitled to a compensation as is usual with regard to similar mandates.

The attorney shall be entitled to a retainer.

The attorney shall be entitled to give up a mandate, if the principal interrupts payment fees or refuses to pay his fee.

**3.** When documents prepared by the attorney are submitted to the principal for consideration and comments, the principal shall check the accuracy of said documents as well as their technical accuracy.

The attorney shall be entitled to assume, that the principal fully accepts the contents of such documents, unless the principal states otherwise without delay.

**4.** The attorney shall keep the principal informed of the progress of the case. The principal shall provide the attorney with necessary information for handling the case.

**5.** If there is a time limit to be observed in the case, the principal must provide all relevant information in due time in order to facilitate the work to be carried out with required due diligence. Both the attorney and the principal shall observe any said official time limits, of which they have been informed.

If the principal's instructions are not received well before the expiry of the time limit, the attorney shall, where possible, apply for an extension of time, unless the circumstances indicate otherwise. The attorney is entitled to a reasonable fee for such measures.

If the attorney receives a mandate or instructions too late, the attorney shall not be liable for any damage, based upon the fact that the mandate has not been carried out in due time.

**6.** As far as the mandate covers measures to be taken outside Finland, the attorney shall be entitled to agree with a third party/local attorney that such measures be taken on behalf of the principal. Such third party/local counsel shall be appointed with due diligence. The attorney shall not be liable for any wrongdoings or omissions by such third party/local counsel, but is obliged to inform the principal of any circumstances that the attorney has become aware of and which can be of importance for the principal.

**7.** Should the principal wish to claim, that work carried out by the attorney is incorrect or has led to any damages, the principal shall inform the attorney accordingly within thirty (30) days after the principal has or should have become aware of the error (complaint). Such complaint must, however, be made within one year after the work covered by such complaint was completed.

An attorney, who by negligence causes the principal economic damages, shall compensate any such damages with a maximum amount of two hundred fifty thousand (250 000) euros. The attorney's liability shall be limited to confirmed direct damages only. The attorney shall not be liable for possible indirect damages.

Where it is not possible to determine the extent of such damages, the attorney's liability shall be limited to the amount paid by the principal to the attorney in the matter which the damages concern, however, to a maximum of two hundred fifty thousand (250 000) euros.

The attorney shall have a current liability insurance coverage amounting to two hundred fifty thousand (250 000) euros.

**8.** The attorney shall have the right to resign from the mandate when he is obliged or entitled to do so according to the guidelines of the Board of Industrial Property Attorneys concerning good professional practice.

The attorney shall also have the right to resign from the mandate if the mandate has been essentially altered or extended in respect of its contents.

The attorney shall have the express right to resign from the mandate if the principal does not fulfil his obligations or if the principal requires the attorney to act against good professional ethics.

After resigning from the mandate the attorney is under no obligation to forward any communications that he may still receive in the matter, to review such communications or to respond to them. The said rules apply if the principal has issued instructions to the effect, that the mandate should be abandoned or removed from the attorney's records.

**9.** The attorney's obligation to carry out measures after the property right concerned has been granted is limited to the forwarding of communications received, related to said right. The attorney shall be entitled to compensation for any services and expenses involved.

**10.** The principal is expected to observe any communications concerning time limits for the maintaining or renewing any property right. Should the principal wish a granted property right to be maintained, he is expected to provide the attorney with necessary instructions for the maintaining of said right well before the expiry of such a time limit, even though the principal has not received a reminder in respect of the maintenance or a renewal.

The principal's instructions for the maintaining or the abandoning of a right shall be complete and clear.

Should the instructions for a mandate or any requested payment not reach the attorney in time, the attorney shall be entitled to conclude that the principal has chosen to withdraw the mandate.

**11.** All communications shall be sent to the address as most recently stated by the principal. The principal shall inform the attorney of any change of his address. Should the attorney be unable to reach the principal because of not having

been informed of any change of the address, the attorney shall not be under any obligation to act in the matter. The attorney shall not be responsible for a case which has lapsed, because of failure to inform of a change of address.

**12.** The relationship between the principal and the attorney shall be governed by the laws of Finland. Any dispute arising from a mandate shall be settled in Finland in arbitration proceedings in accordance with the Act on Arbitration by one single arbitrator. Such arbitrator shall be appointed by the Arbitration Institute of the Central Chamber of Commerce of Finland.

Either party is, however, entitled to bring a matter concerning an overdue claim before a general court and execution authorities.

Association of Finnish Patent Attorneys