

General Conditions of the Association of Swiss Patent- and Trademark-Attorneys (ASPA)

1. The members of the ASPA shall make every effort to execute each accepted mandate to the best of their knowledge and possibilities; they should, however, be able to count on the close co-operation of each principal especially regarding the latter's providing detailed information on the case at hand. In particular, when an application for protection is filed, the principal must fully inform the members of his intentions, of the antecedents of the case and of all prior filings and publications of which he could be acquainted, referring to the same, or similar, subject.

In the absence of explicit instructions, members of the ASPA are not obliged to make searches for prior art.

Any known, possible conflicts of interest will be reported to the principal.

2. Orders will be carried out by the members of ASPA in the shortest, possible time. Acceptance of work can be made dependent upon the payment of an advance on costs.
3. When documents are submitted to the principal for consideration and possibly for comment, it is understood that they have been checked by the principal with respect to their accuracy. Members of ASPA are entitled to assume that the principal is in complete agreement with the entire contents of such documents, unless he states otherwise in due time.
4. As a rule, the principal shall be informed of official communications, especially office actions, and instructions are expected from the principal concerning the response to such communications.
5. When a particular term is involved, the principal must provide all instructions early enough so that the work can be carried out with all due care.

If the principal's instructions are not received in good time before expiry of the term, the members of ASPA shall, as a rule, apply for an extension of time if, in their opinion, circumstances do not warrant otherwise;

The members of the ASPA may take any urgent measures, based on circumstances and their own judgement.

In the absence of specific instructions, the members of the ASPA are not obliged to take exceptional action to extend a term.

When orders or instructions reach them either too near the date of expiry of a term or too late,

members of the ASPA are relieved of all responsibility for not having dealt with the case in due time and according to official requirements.

6. Unless specified to the contrary, the attorneyship is not relinquished because of decease, incapacity to act in business or bankruptcy of the principal or of the attorney.
7. In the case of orders for applications abroad, the members of the ASPA are responsible only for the careful selection and instruction of the foreign representative.
8. If, for a specific industrial property right, a member of ASPA has relinquished his attorneyship, this member is neither bound to forward official or private communications, which he might still receive, to the principal, nor is he obliged to consider them or reply to them. This also holds true in the case when the principal gives instructions to abandon a protective right or to strike a case from the attorney's books.
9. Orders to file applications for protective rights also include the carrying out of the procedure up to grant with any opposition or appeal proceedings and keeping applications and acquired rights in force.

The obligation for the attorney to maintain his domicile, after the industrial property right has been granted, is limited to forwarding communications received in connection with said right. If a communication is clearly of great urgency, and if it involves special urgent action, members of ASPA have the right to claim compensation for their corresponding services and expenses.
10. Where observation of a term has to be taken into consideration to keep an industrial property right in force after grant, communication of the term is made by the member of ASPA in the form of an offer.

11. Communications sent to the last address given by the principal are considered as having been legally and validly dispatched.
12. In the case of disagreements, the principal can turn to the President of the ASPA.
13. Legal venue between the principal and the patent attorney are the courts at the domicile of the patent attorney. As far as the mandate relationship is concerned, only Swiss law applies.