

~~14-1307. REMEDIES.~~

~~(A) ANY CONTRACT FOR INVENTION DEVELOPMENT SERVICES WHICH DOES NOT SUBSTANTIALLY COMPLY WITH THE APPLICABLE PROVISIONS OF THIS CHAPTER IS VOIDABLE AT THE OPTION OF THE CUSTOMER. ANY CONTRACT FOR INVENTION DEVELOPMENT SERVICES ENTERED INTO IN RELIANCE UPON ANY FALSE, FRAUDULENT OR MISLEADING INFORMATION, REPRESENTATION, NOTICE OR ADVERTISEMENT OF THE INVENTION DEVELOPER IS VOIDABLE AT THE OPTION OF THE CUSTOMER. ANY WAIVER BY THE CUSTOMER OF ANY OF THE PROVISIONS OF THIS SUBTITLE IS CONTRARY TO PUBLIC POLICY AND IS VOID AND UNENFORCEABLE.~~

~~(B) ANY CUSTOMER WHO HAS BEEN INJURED BY A VIOLATION OF THIS SUBTITLE BY AN INVENTION DEVELOPER OR BY A FALSE OR FRAUDULENT STATEMENT, REPRESENTATION OR OMISSION OF MATERIAL FACT BY AN INVENTION DEVELOPER, OR BY FAILURE OF AN INVENTION DEVELOPER TO MAKE ALL THE DISCLOSURES REQUIRED BY THIS CHAPTER, MAY RECOVER IN A CIVIL ACTION AGAINST THE INVENTION DEVELOPER, IN ADDITION TO REASONABLE COSTS AND ATTORNEYS' FEES, THE GREATER OF: (I) \$1,000 OR (II) THE AMOUNT OF ACTUAL DAMAGES, IF ANY, SUSTAINED BY THE CUSTOMER.~~

~~(C) FOR THE PURPOSE OF THIS SECTION, A SUBSTANTIAL VIOLATION OF ANY PROVISION OF THIS SUBTITLE BY AN INVENTION DEVELOPER OR EXECUTION BY THE CUSTOMER OF A CONTRACT FOR INVENTION DEVELOPMENT SERVICES IN RELIANCE ON ANY FALSE OR FRAUDULENT STATEMENTS, REPRESENTATIONS, OR MATERIAL OMISSIONS ESTABLISHES A REBUTTABLE PRESUMPTION OF INJURY.~~

~~14-1308. ENFORCEMENT.~~

~~(A) FOR THE PURPOSE OF ENFORCING THIS SUBTITLE, THE ATTORNEY GENERAL SHALL CONDUCT INVESTIGATIONS, HOLD HEARINGS, AND COMPEL THE ATTENDANCE OF WITNESSES AND THE PRODUCTION OF ACCOUNTS, BOOKS AND DOCUMENTS BY THE ISSUANCE OF SUBPOENAS.~~

~~(B) THE ATTORNEY GENERAL SHALL ENFORCE THE PROVISIONS OF THIS SUBTITLE, AND HAS THE RIGHT TO RECOVER A CIVIL PENALTY NOT IN EXCESS OF \$3,000 FOR EACH AND EVERY VIOLATION OF ANY PROVISION OF THIS SUBTITLE, AND TO SEEK EQUITABLE RELIEF TO RESTRAIN ANY SUCH VIOLATION.~~

~~14-1309. FINANCIAL REQUIREMENTS.~~

~~(A) EVERY INVENTION DEVELOPER RENDERING OR OFFERING TO RENDER INVENTION DEVELOPMENT SERVICES IN THIS STATE SHALL MAINTAIN A BOND ISSUED BY A SURETY COMPANY ADMITTED TO DO BUSINESS IN THIS STATE. THE PRINCIPAL SUM OF THE BOND SHALL BE 25 PERCENT OF THE INVENTION DEVELOPER'S GROSS INCOME FROM INVENTION DEVELOPMENT BUSINESS IN THIS STATE DURING THE INVENTION DEVELOPER'S LAST FISCAL YEAR, BUT NOT LESS THAN \$25,000 NOR MORE THAN \$100,000. A COPY OF THE BOND SHALL BE FILED WITH THE~~