**A** **BILL**

TO AMEND THE CODE OF LAWS OF SOUTH CAROLINA, 1976, BY ADDING SECTION 15‑75‑70 SO AS TO PROVIDE THAT NO PERSON IN THIS STATE, IN REGARD TO PATENT OWNERSHIP AND POTENTIAL PATENT INFRINGEMENT, MAY INTENTIONALLY INTERFERE WITH THE EXISTING CONTRACTUAL RELATIONS OF ANOTHER PERSON OR INTENTIONALLY INTERFERE WITH THE PROSPECTIVE CONTRACTUAL RELATIONS OF ANOTHER PERSON, TO PROVIDE THAT A PERSON AGGRIEVED BY ANOTHER PERSON’S INTENTIONAL INTERFERENCE WITH HIS EXISTING CONTRACTUAL RELATIONS OR WITH HIS PROSPECTIVE CONTRACTUAL RELATIONS HAS A CAUSE OF ACTION IN BOTH INSTANCES AGAINST THAT PERSON, AND TO PROVIDE FOR THE ELEMENTS OF EACH CAUSE OF ACTION AND THE DAMAGES WHICH MAY ENSUE.

Be it enacted by the General Assembly of the State of South Carolina:

SECTION 1. Chapter 75, Title 15 of the 1976 Code is amended by adding:

“Section 15‑75‑70. (A) No person in this State, in regard to patent ownership and potential patent infringement, may intentionally interfere with the existing contractual relations of another person or intentionally interfere with the prospective contractual relations of another person. A person aggrieved by another person’s intentional interference with his existing contractual relations or with his prospective contractual relations has a cause of action in both instances against that person and is entitled to compensatory damages and injunctive relief, and additionally punitive damages where fraud, malice, or gross negligence is present.

(B) To successfully maintain a cause of action for intentional interference with existing contractual relations, it must be established that:

(1) a contract existed that was subject to interference;

(2) the act of interference was wilful and intentional;

(3) the act itself was the person’s disingenuous claim of ownership of intellectual property;

(4) the intentional act was the proximate cause of the injured party’s damage; and

(5) actual damage or loss occurred.

(C) To successfully maintain a cause of action for intentional interference with prospective contractual relations, which is a separate cause of action from that specified in subsection (B), it must be established that:

(1) a valid expectancy of a business relationship existed;

(2) the person committing the act of interference intentionally prevented a business relationship from occurring with the purpose of harming the injured party; and

(3) the act itself was the person’s disingenuous claim of ownership of intellectual property.”

SECTION 2. This act takes effect upon approval by the Governor.

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