

**MEMORANDUM OF AGREEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

This Agreement is entered into this 20<sup>th</sup> day of July 2011 at Manila, Philippines, by and between:

The **INTELLECTUAL PROPERTY OFFICE OF THE PHILIPPINES**, hereinafter referred to as "IPOP HL", a national government agency of the Republic of the Philippines, with principal office address at Intellectual Property Center, World Finance Plaza, 28 Upper McKinley Road, McKinley Hill Town Center, Fort Bonifacio, Taguig City, represented herein by its Director General, **Atty. RICARDO R. BLANCAFLOR**;

-and-

The **MOTORCYCLE DEVELOPMENT PROGRAM PARTICIPANTS ASSOCIATION, INC.**, hereinafter referred to as "MDPPA", with principal office address at Unit 302, Jollibee Center, San Miguel Avenue, Ortigas Center, Pasig City, represented by its President, **Mr. REYNALDO M. GENER**;

**WITNESSETH THAT:**

**WHEREAS**, IPOP HL is the lead agency in the country mandated to implement state policies on intellectual property (IP);

**WHEREAS**, IPOP HL is mandated to coordinate with other government agencies and the private sector efforts to formulate and implement plans and policies to strengthen the protection of Intellectual Property Rights (IPR) in the country ;


**WHEREAS**, MDPPA is the sole local motorcycle manufacturers association recognized by the Board of Investments under the Motor Vehicle Development Program;

**WHEREAS**, MDPPA is mandated to promote and enhance the capabilities of the local motorcycle manufacturing firms to be globally competitive producers of completely built-up units and their parts and components for the local and export markets; thereby continues to strengthen a Philippine motorcycle industry anchored on competitive and innovative technology that can be called truly Filipino;

**WHEREAS**, MDPPA actively participates in the discussion on government policies affecting the motorcycle industry;

**WHEREAS**, the Parties recognize the need for intensive and sustained educational efforts by concerned government agencies and private organizations to generate awareness about the importance of IPR on social and economic development and the necessity of its protection and enforcement.

**CERTIFIED TRUE COPY**

  
**Robert Nereo B. Samson**  
Attorney V

**Office of the Director General**

**NOW, THEREFORE,** the Parties mutually enter into this Memorandum of Agreement and bind themselves, as follows:

**I. PURPOSE**

The purpose of the Agreement is to set forth the terms by which IPOPHL and MDPPA will provide the necessary guidelines and proper coordination to ensure enforcement of IPR in the country pursuant to Republic Act No. 8293.

**II. RESPONSIBILITIES OF THE PARTIES**

**A. IPOPHL shall:**

- 1) Provide the necessary technical assistance and/or capacity building seminars, in coordination with the other member agencies of the National Committee on Intellectual Property Rights (NCIPR), to the members of MDPPA on IP and other relevant laws, rules and regulations;
- 2) Coordinate with the member agencies of the NCIPR and other government agencies in relation to the enforcement of IPR in the motorcycle industry;
- 3) To provide assistance to the members of MDPPA and/or necessary law enforcement authorities to ensure seizure of counterfeit goods as well as the prosecution of violation of IPR.

**B. MDPPA shall:**

- 1) Provide product orientation workshops necessary in identifying counterfeit and pirated goods to IPOPHL, member agencies of the NCIPR, and other government agencies;
- 2) Assist IPOPHL and other law enforcement agencies in the surveillance and investigation of persons involved in the counterfeiting or infringement activities; and
- 3) Collaborate with IPOPHL and NCIPR in designing a strategic monitoring system that will detect the shipment of counterfeit infringing goods through the ports.

**III. REGULAR MEETINGS**

IPOPHL and MDPPA will conduct regular meetings to determine the progress of the implementation of the activities and responsibilities contained in this Agreement.


**IV. EFFECTIVITY**

This Agreement shall take effect upon signing by the Parties.

**V. DURATION AND MODIFICATION/TERMINATION**

This MOA shall terminate upon the expiration of four (4) years from its effective date as specified in the preceding paragraph. Either Party upon 30 days written notice to the other may terminate this Agreement.

**CERTIFIED TRUE COPY:**

  
Robert Nereo B. Samson  
Attorney V

**Office of the Director General**

This Agreement maybe modified upon the mutual written consent of the Parties.

The parties will make best efforts to complete any projects undertaken pursuant to this Agreement, which may still be in progress upon expiration or termination of the MOA.

**IN WITNESS WHEREOF**, we have hereunto affixed our signature to this Agreement this 20<sup>th</sup> day of July 2011 in Manila, Philippines.

**INTELLECTUAL PROPERTY OFFICE  
OF THE PHILIPPINES**

**MOTORCYCLE DEVELOPMENT  
PROGRAM PARTICIPANTS  
ASSOCIATION, INC.**

By:

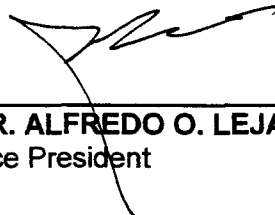
By:



\_\_\_\_\_  
**ATTY. RICARDO R. BLANCAFLOR**  
Director General

\_\_\_\_\_  
**MR. REYNALDO M. GENER**  
President

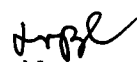
Signed in the presence of:



\_\_\_\_\_  
**ATTY. ALLAN B. GEPTY**  
Deputy Director General

\_\_\_\_\_  
**MR. ALFREDO O. LEJANO**  
Vice President

**CERTIFIED TRUE COPY:**

  
**Robert Nereo B. Samson**  
Attorney V  
**Office of the Director General**

ACKNOWLEDGMENT

Republic of the Philippines)  
MAKATI City Philippines )


AUG 01 2011

BEFORE ME, a Notary Public for and in the City of MAKATI CITY this \_\_\_\_\_ day of \_\_\_\_\_ 2011 appeared:

	Identification Document	Date and Place of Issue
Atty. Ricardo R. Blancaflor	<u>1PDPH ID # 2010-002</u>	<u>March 2010, Makati City</u>
Atty. Allan B. Gepty	<u>1PDPH ID # 2010-001</u>	<u>Feb. 2010, Makati City</u>
Mr. Reynaldo M. Gener	<u>PASSPORT # XX4841491</u>	<u>OCT. 27, 2009, DFA MLA</u>
Mr. Alfredo O. Lejano	<u>PASSPORT # UU087840</u>	<u>MAR 21, 2007, DFA MLA</u>


Known to me to be the same persons who executed and signed the foregoing instrument, consisting of four (4) pages including this page on which acknowledgment is written, and they acknowledged to me that the same is their free act and deed.

WITNESS MY HAND AND SEAL, this \_\_\_\_\_ day of \_\_\_\_\_ 2011 at \_\_\_\_\_.

  
 ATTY. JOSEPHINE C. ALON  
 NOTARY PUBLIC  
 UNTIL DECEMBER 31, 2012  
 PTR NO. 2687789 MAKATI 1/19/2011  
 POLL NO. 44197/IBP NO. 852105 1/21/2011

Doc. No. 176  
Page No. 37  
Book No. XVII  
Series of 2011

**CERTIFIED TRUE COPY:**

  
Robert Nereo B. Samson  
Attorney V  
**Office of the Director General**