

**MEMORANDUM OF AGREEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

This Agreement is entered into this 9th day of March 2011, at Manila, Philippines, by and between:

The **INTELLECTUAL PROPERTY OFFICE OF THE PHILIPPINES (IPOP HL)**, a national government agency of the Republic of the Philippines, with office address at 351 Sen. Gil Puyat Ave., IPO Building, Makati City, Philippines, represented herein by its Director General, **RICARDO R. BLANCAFLOR**, hereinafter after referred to as IPOP HL;

-and-

The **PHILIPPINE PORTS AUTHORITY**, a government instrumentality, with principal office address at PPA Building, A. Bonifacio Drive, South Harbor Port Area Manila, Philippines, represented herein by its General Manager, **JUAN C. STA. ANA**, hereinafter referred to as PPA;

**WITNESSETH THAT:**

**WHEREAS**, under Republic Act No. 8293 otherwise known as the "Intellectual Property Code of the Philippines (IP CODE)", the IPOP HL is the lead agency in the country mandated to implement state policies on intellectual property (IP);

**WHEREAS**, section 5.1 (g) of the IP Code mandates IPOP HL 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 in the country";

**WHEREAS**, under Presidential Decree No. 857, as amended, the PPA is tasked to carry out the declared policy of the state to coordinate, streamline, improve and optimize the planning, development, construction and operation of the ports for the entire country;

**WHEREAS**, Section 6 C (b) of aforesaid Decree, grants PPA the police authority which includes among other the power to regulate the entry to, exit from, and movement within the port, of persons and vehicles, as well as movement within the port of watercraft;

**WHEREAS**, the parties recognize the urgent need to ensure the enforcement of intellectual property rights (IPR) to further encourage the use of the IP system and increase business competitiveness in the country;

**WHEREAS**, the parties recognize that an effective border control measure is strategic to prevent the transportation, distribution, and proliferation of counterfeit and pirated goods;

**WHEREAS**, there is a need to prevent the utilization of sea ports as a channel of transportation of counterfeit and pirated goods;

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WHEREAS, PPA having the administrative jurisdiction of the most sea ports in the country can greatly assist IPOPHL in ensuring enforcement of intellectual property rights;

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 terms by which IPOPHL and PPA will provide the necessary guidelines and proper coordination to ensure enforcement of IPR in the Philippines pursuant to Republic Act No. 8293 in all the sea ports being administered by PPA.

Implementation of this Agreement intends to utilize the police authority of the PPA in regulating the entry to, and exit from, and movement within the port, of persons and vehicles, as well as movement within the port of watercraft to prevent the shipment of counterfeit and pirated goods from all the sea ports it administered.

## II. RESPONSIBILITIES OF THE PARTIES

### A. IPOPHL shall:

- 1) Provide the necessary technical assistance and/or capacity building seminars, in coordination with rights holders, to PPA personnel on basic IP and product orientation necessary in identifying counterfeit and pirated goods;
- 2) Coordinate with other government enforcement agencies in relation to the enforcement of IPR;
- 3) If necessary, assign or detail IPOPHL personnel or coordinate with law enforcement authorities to work with PPA, in the conduct of border inspection to prevent shipment or distribution of counterfeit and pirated goods; and
- 4) To provide assistance to the rights holders and/or necessary law enforcement authorities to ensure seizure of counterfeit and pirated goods as well as the prosecution of violator of IPR.

### B. PPA shall:

1. Issue notices and/or directives to all PPA port police to strictly monitor the possible entry to and exit from all the sea ports under its jurisdiction for any or all possible counterfeited and/or pirated goods.
2. Post notices and/or warnings in conspicuous places in all sea ports it administered that "counterfeiting or infringement of IPR is prohibited by law".
3. Assist IPOPHL and other law enforcement agencies in the surveillance, investigation and apprehension of persons within the ports under its jurisdiction, involved in the counterfeiting or infringement activities.
4. Collaborate with IPOPHL in designing a strategic monitoring system that will detect the shipment of counterfeited and pirated goods through the ports without prejudicing the smooth flow of water borne commerce in the ports.

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### III. OVERSIGHT

For purposes of overseeing the activities and responsibilities contained in this Agreement, the IPOPHL Director General and the PPA General Manager will conduct monthly oversight meetings supported by their representatives in order to determine the progress of its implementation.

### IV. EFFECTIVITY

This Agreement shall take effect upon signing by the parties.

### V. DURATION AND MODIFICATION /TERMINATION

This Agreement shall terminate upon the expiration of four (4) years from its effective date as specified in the preceding paragraph.

This Agreement maybe modified upon the mutual written consent of the parties. Either party upon 30 days written notice to the other may terminate this Agreement.

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.

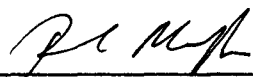
IN WITNESS WHEREOF, we have hereunto affixed our signature to this Agreement this 09 of March 2011, Philippines.

INTELLECTUAL PROPERTY OFFICE

PHILIPPINE PORTS AUTHORITY

By:

By:



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



\_\_\_\_\_  
JUAN C. STA ANA  
General Manager

Signed in the presence of:



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



\_\_\_\_\_  
RAUL T. SANTOS  
Assistant General Manager

ACKNOWLEDGEMENT

Republic of the Philippines )  
City of **MAKATI CITY** )

BEFORE ME, A Notary Public for and in the City of **MAKATI CITY**, Philippines, this  
day of **MAR 15 2011** 2011, personally appeared the following:

**RICARDO R. BLANCAFLOR** ID # **2010 - 0002** MARCH 2010 MAKATI CITY  
Director General, IPO

**JUAN C. STA. ANA** CTC # **14575037** JANUARY 13, 2011 MANILA  
General Manager, PPA

Known to me to be the same persons who executed the foregoing Memorandum of Agreement and who represented that they are the duly authorized to execute the same, acknowledging to me that such is their free and voluntary deed as well as the agencies they respectively represent.

This Memorandum of Agreement consists of four (4) pages including this page on which this acknowledgement is written, signed on each and every page by the parties and their witnesses.

Doc. No. 258  
Page No. 33  
Book No. XVI  
Series of 2011

**ATTY. JOSEPHINE C. ALON**  
NOTARY PUBLIC  
UNTIL DEC 31 2012  
PTR NO. 168789, 11/21/2011  
IBP NO. 8705, 11/21/2011

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