

Memorandum of Understanding (MOU)
Between the Intellectual Property Office of the Republic of the Philippines and
the United States Patent and Trademark Office

The Intellectual Property Office of the Republic of the Philippines (IP Philippines) and the United States Patent and Trademark Office (USPTO) hereinafter referred to as "the Parties",

taking into account the importance of intellectual property protection to economic, social and cultural development; and

wishing to establish a mutually supportive relationship between them, with the view to establishing appropriate arrangements for cooperation between them on matters relating to the acquisition, utilization, and protection of intellectual property rights,

hereby agree as follows:

1. General provisions

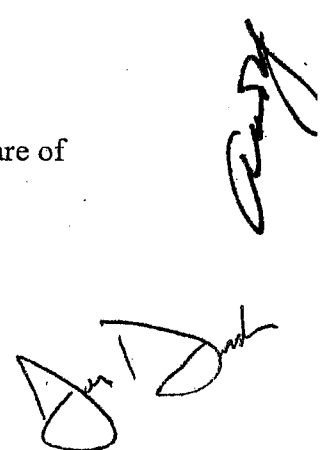
The present Memorandum shall be a basis for cooperation activities between the Parties on matters related to the acquisition, utilization, and protection of intellectual property rights.

The activities under the present Memorandum shall be aimed, *inter alia*, at improving the administration of intellectual property protection systems, the effectiveness of legal protection for, and use of, intellectual property, and developing professional skills through information sharing and exchange and capacity building.

In order to facilitate the implementation of the present Memorandum, the USPTO shall provide, on the request of the IP Philippines and on mutually agreed terms and conditions, appropriate technical assistance.

2. Areas of cooperation

The Parties have determined that the following cooperative undertakings are of particular interest:



- To the extent that resources are available, technical assistance regarding the development of patent (including utility model and industrial design) and trademark examination manuals, automated patent and trademark examination tools, and other modernization projects;
- Exchange of IPR-related non-confidential information including statistics via capacity-building activities including, but not limited to, exchange visits; and
- Compilation and publication of relevant information materials, including reviews of best practices.

The above-mentioned list of activities shall not be considered as exhaustive.

3. Measures to be taken

The Parties shall appoint a contact person from the staff of their respective offices to ensure adequate communication between the offices.

Inquiries from either Party shall be considered and responded to by the other Party within a reasonable time from the date of receipt.

Each party, upon request, shall provide the other with copies of its respective laws and regulations.

Each party, upon request, shall provide the other with copies of manuals and guidelines that each prepares for its respective examiners, as well as non-confidential documents, references, and/or literature, including statistics, judgments and decisions on intellectual property cases.

The Parties shall discuss as often as is appropriate, either in person or by electronic communications, matters within the purview of this Memorandum.

Any particular cooperation or joint activity to implement any of the above-mentioned projects shall be undertaken on mutual consent of the Parties and executed with due account of their available budget and human resources.

Handwritten signatures and initials are present on the right margin of the page. One signature appears to be 'G. S. S.' and another below it appears to be 'J. S. S.'.

4. Final clauses

This Memorandum shall become effective when signed by both Parties and may only be modified through a written document signed by both Parties.

This Memorandum will terminate upon the expiration of five (5) years from its effective date as specified in the preceding paragraph. Either party may terminate the Memorandum prior to this date upon one month's written notice.

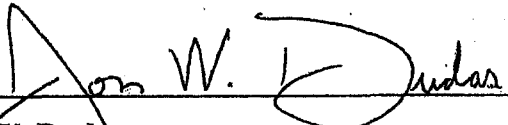
The parties will make best efforts to complete any projects undertaken pursuant to this Memorandum that may still be in progress when the Memorandum terminates.

For the:

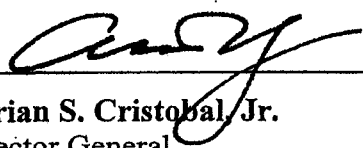
For the:

United States Patent and Trademark Office

**Intellectual Property Office of the
Republic of the Philippines**



Jon W. Dudas
Under Secretary of Commerce
for Intellectual Property and Director
of the United States Patent and Trademark
Office



Adrian S. Cristobal, Jr.
Director General

Dated: January 28, 2007

Dated: 28 January, 2007