

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This **MEMORANDUM OF AGREEMENT** entered into this 15th day of November 2010, in Makati City, Philippines, by and between:

The **INTELLECTUAL PROPERTY OFFICE OF THE PHILIPPINES (IP Philippines)**, created by Republic Act No. 8293, the Intellectual Property Code of the Philippines, which took effect on January 1, 1998, with principal office address at #351 Gil Puyat Avenue, Makati City, Philippines 1200, represented herein by its Director General, **ATTY. RICARDO R. BLANCAFLOR**;

-and-

The **INTELLECTUAL PROPERTY ASSOCIATION OF THE PHILIPPINES (IPAP)** a non-profit organization duly-organized and existing under the Philippine laws with office address at Unit 2304-A, West Tower, Philippine Stock Exchange Building, Exchange Corner, Ortigas Center, Pasig City, represented herein by its President, **ATTY. RAMON S. ESGUERRA**;

WHEREAS, **IP Philippines** is the primary government office mandated to administer and implement the State policies on intellectual property rights, which include copyrights and related rights, trademarks and service marks, patents and utility models, industrial designs and undisclosed information;

WHEREAS, the mission of **IP Philippines** is to work towards economic, technological and socio-cultural development by communicating, enabling and ensuring the effective use of the IP system in all levels of society for the creation, protection, utilization and enforcement of IP;

WHEREAS, **IP Philippines** envisions an Intellectual Property Conscious Philippines in a demystified, development-oriented and democratized IP System by 2020;

WHEREAS, Section 5.1(g) of the IP Code empowers **IP Philippines** 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."

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WHEREAS, IPAP has expressed its interest and willingness to conduct a study on the registration of geographical indications either under a sui generis protection system or under the trademark system in other jurisdictions, legal principles, criteria and parameters for protection and recommendations on the procedure for registration appropriate to the Philippines;

WHEREAS, under Section 9.2, RA No. 8293, IPPhil, through the Bureau of Trademarks, is empowered to conduct studies for the purpose of formulating policies on the administration and examination of trademarks;

NOW, THEREFORE, for and in consideration of the foregoing, IP Philippines and IPAP agree and bind themselves as follows:

ARTICLE I OBJECTIVES

The Parties recognize the importance of undertaking a study on the registration of non-traditional marks, legal principles, criteria and parameters for protection in other jurisdictions.

ARTICLE II UNDERTAKING OF IPAP

IPAP shall conduct a comparative study on the systems of registration of geographical indications either under a sui generis protection system or under the trademark system in different jurisdictions, as well as the criteria and parameters of their protection, and the feasibility of establishing a system of registration of geographical indications ideal to the Philippine setting.

ARTICLE III UNDERTAKING OF IP PHILIPPINES

IP Philippines shall use the result of the study as the working document for a series of consultations with relevant stakeholders such as applicants, business groups, industries, small and medium enterprises, IP practitioners and the academe.

IP Philippines further commits to give proper acknowledgment and credit to IPAP for undertaking the study during the public consultations and in the printed form of the book.

**ARTICLE IV
INDEPENDENCE OF IPAP**

IPAP, in undertaking and conducting the study, shall enjoy independence and autonomy save only for the topics and areas to be covered by the research, which shall be determined jointly with IP Philippines.

**ARTICLE V
FUNDING**

IPAP shall undertake and conduct the study for its own account. IP Philippines shall undertake for its account the public consultation, production and distribution of the book which shall contain the study and the consultation proceedings.

**ARTICLE VI
DURATION OF THE STUDY**

The Parties mutually agree that the study shall commence within thirty (30) days upon the signing of this Agreement and shall be concluded not later than six (6) months thereafter.

**ARTICLE VII
COPYRIGHT**

IPAP shall own the copyright over the research paper. The authors, however, shall be acknowledged in recognition of their moral rights over the work.

IP Philippines shall have perpetual right to exploit the research paper, make reproductions thereof in electronic and other medium, including use in and for derivative works based on the said paper, in order to effectively carry out its mandate under the law and to implement its vision and mission.

**ARTICLE VIII
OTHER CONDITIONS**

IPAP shall not discuss publicly or publish any matter covered that is under judicial or administrative controversy to avoid any prejudice on the outcome of the case.

IPAP shall ensure that academic guidelines and standards be followed. Format and citation shall comply with the Bluebook Uniform System of Citation.

IPAP shall subject the research paper to review by its officers and board and release it only after the organization has approved the final version for publication and submission to **IP Philippines**.


**ARTICLE IX
EFFECTIVITY AND DURATION**

This Memorandum of Agreement shall take effect upon the signing hereof by the Parties and shall remain in force until six (6) months, unless sooner revoked, cancelled or extended.

IN WITNESS WHEREOF the Parties hereto have affixed their signatures on the date and place indicated.


**INTELLECTUAL PROPERTY OFFICE
OF THE PHILIPPINES**

By


ATTY. RICARDO R. BLANCAFLOR
Director General

**INTELLECTUAL PROPERTY
ASSOCIATION OF THE PHILIPPINES**

By


ATTY. RAMON S. ESGUERRA
President

SIGNED IN THE PRESENCE OF



Atty. **LENY B. RAZ**



Atty. **NINI PRISCILLA S. LEDESMA**



Atty. **ALELI ANGELA G. QUIRINO**

ACKNOWLEDGMENT

Republic of the Philippines }
Makati City) S.S.

BEFORE ME, a Notary Public for and in Makati City on NOV 19 2010, appeared the following:

Name	Government-issued ID	Issued on/at
Ricardo R. Blancaflor	<u>IPO ID# 2010-002</u>	<u>3.3.2010/Makati City</u>
Ramon S. Esguerra	<u>CTC# 15794167</u>	<u>1.6.2010/Kavit, Cavite</u>

known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free act and deed and of the organization they represent.

This Memorandum of Agreement, consisting of four (4) pages, including the page on which this acknowledgment is written, has been signed by the parties and their instrumental witnesses on each and every page hereof and sealed with my notarial seal.

WITNESS MY HAND AND SEAL, the date and place first above written.

[Signature]
ATTY. CESARID G. GONZALES JR.
 NOTARY PUBLIC
 APPOINTED BY R.O. N-25
 MONTH DECEMBER 31, 2011
 PTR NO. 805925 6-JAN-10
 ISP NO. 2089411 5-JAN-10
 ROLL NO. 56976
 TIN NO. 000-203-709-706
 MAKATI CITY

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Series of 2010.

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