

**AMENDMENT TO THE ARRANGEMENT BETWEEN THE ASEAN
SECRETARIAT AND THE UNITED STATES PATENT AND TRADEMARK
OFFICE (USPTO) ON COOPERATION IN THE FIELD OF INTELLECTUAL
PROPERTY RIGHTS**

I. PURPOSE

The following is an amendment to the arrangement between the United States Patent and Trademark Office (USPTO) and the ASEAN Secretariat. The amendment is entered into for the following purposes:

1. To allow the ASEAN Secretariat to provide, and the USPTO to acquire, certain services in support of educational training programs that ASEAN and the USPTO provide pursuant to this arrangement; and
2. To allow the ASEAN Secretariat and the USPTO to conduct additional seminars and workshops in the field of intellectual property.

II. BACKGROUND AND STATEMENT OF WORK

1. Support for Educational Programs

This MOU, and the various amendments thereto, including the present one, provide that the parties will jointly sponsor training programs in the field of intellectual property rights and enforcement. Pursuant to this amendment, the USPTO will provide ASEAN with funding, in return for which the ASEAN Secretariat will perform certain services in support of the training programs that will be conducted from the one year following the signing of this amendment. In particular, the ASEAN Secretariat will perform some or all of the following tasks in connection with each of the training programs: solicit nominations for program participants from governments in the ASEAN region; identify potential speakers; arrange for speakers and participants to travel to the programs; oversee the photocopying, assembling, and distribution of all printed materials provided to program participants; ensure that meeting room and other facilities at the conference venue are properly arranged; ensure that all computer, audio-visual, photocopying, and similar equipment provided at the conference facility are functioning and in place; administer the registration of conference participants and speakers; respond to inquiries from participants, speakers, and from the USPTO before and during the program; and provide such additional administrative support as may be necessary to conduct the programs successfully.

2. Additional Educational Programs

In addition to the seminars provided for in this agreement and in the previous amendments thereto, the parties agree to conduct up to nine additional seminars on

intellectual property during the time between the execution of this amendment and the conclusion of the term of this agreement. The subjects of those seminars may include any or all of the following: the enforcement of intellectual property rights and subjects related thereto; substantive patent, and or trademark, and or copyright law and subjects related thereto, the examination and processing of patent and or trademark applications and subjects related thereto, the administration of patent and or trademark examination operations, and subjects related thereto, the management of intellectual property assets and subjects related thereto; and the fostering of innovation through intellectual property laws, and subjects related thereto.

III. SPECIAL STATUTORY AUTHORITY AND RESTRICTIONS

A. Authorities

1. The USPTO is authorized to obtain the support services described in Paragraph 1 of Section II of this amendment pursuant to 35 U.S.C. §2(b)(6), which permits the USPTO to use, with its consent, the services records, facilities, or personnel of an international organization to perform functions on behalf of the USPTO.
2. The USPTO is authorized to conduct the programs described in Paragraph 2 of Section II of this amendment pursuant to 35 U.S.C. §2(b)(11), which provides that the USPTO may conduct programs, studies, or exchanges of items or services regarding domestic and international intellectual property law and the effectiveness of intellectual property protection domestically and throughout the world.

B. Restrictions

IV. OBLIGATION OF FUNDS

1. **Administrative and Other Support for Programs**
Funding in the amount of \$30,000.00 is herein obligated by this amendment, for the purpose of carrying out the Statement of Work described in Subsection 1 of Section II of this amendment. This amount is intended to cover all costs incurred by the ASEAN Secretariat in discharging those of its obligations that are set forth in Subsection 1 of Section II of this amendment. The ASEAN Secretariat will draw down this amount via quarterly billings to the USPTO. Payment of the quarterly bills shall be made by the USPTO to ASEAN Secretariat via electronic funds transfers to an account maintained by the ASEAN Secretariat.
2. **Seminars**
Funding in the amount of \$275,000.00 is herein obligated by this amendment, for the purpose of conducting the seminars described in Subsection 2 of Section II of this amendment. The following are estimates of the costs to be incurred in connection with those activities:

Travel Expenses: \$261,000.00
Photocopying: \$14,000.00
Office and related supplies: \$950.00

No more than \$58,000 may be expended on any single seminar, and the aggregate amount expended on all the seminars may not exceed \$275,000.00.

V. EFFECTIVE DATE

With respect solely to activities carried out: (1) pursuant to paragraph 1 of Section II of this amendment and (2) in connection with any seminars that may be conducted during July 2007 or August 2007 or September, 2007, this amendment shall become effective upon (1) its signing by the designated USPTO officials and (2) upon either (i) its signing by the designated ASEAN official, or, (ii) upon performance by ASEAN of any activities in connection with any seminars to be conducted during the months of July 2007 or August 2007 or September 2007. However, no funds may be paid or advanced pursuant to this amendment until either this amendment is signed by the designated ASEAN official, or upon complete performance by ASEAN of activities pursuant to this amendment. Notwithstanding the foregoing, ASEAN may draw from funds already advanced pursuant to this agreement, in amounts not to exceed \$4,000.00, to meet expenses ASEAN incurs conducting activities that are: (1) described in Paragraph 1, Section II, of this amendment and (2) performed in connection with any seminars that may be offered in July 2007 or August 2007 or September 2007.

With respect to all other activities to be conducted pursuant to this amendment, this amendment shall become effective upon its signing by both parties and (unless previously terminated pursuant to Section VII of this amendment). This amendment permits expenditures of funds through grants, sub-grants, contracts, or sub-contracts for purposes set forth in the Statement of Work at Section II.

VI. TERM OF THE AMENDMENT

1. Administrative and Other Support for the Programs

With respect to the administrative and other support described in Paragraph 1 of Section II of this amendment, this amendment shall remain in force for a period of one year from the day the amendment is executed. That term may be extended or terminated sooner by mutual agreement of the parties.

2. Seminars on Intellectual Property

With respect to the seminars on intellectual property described in Paragraph 2 of Section II of this amendment, this amendment shall remain in force until the termination date identified in Amendment number 1 to

the agreement, namely September 30, 2010. That term may be extended or terminated sooner by mutual agreement of the parties.

VII. TERMINATION

Either party may terminate this amendment before completion of the project by providing thirty days written notice to the other party. Upon termination or expiration of this amendment, any funds not expended or sub-obligated by grant or contract for allowable expenses shall be refunded to the USPTO. If the USPTO cancels the order, the ASEAN Secretariat is authorized to collect costs incurred prior to cancellation of the order.

VIII. REPORTING REQUIREMENTS

1. Administrative and Other Support for the Programs

With respect to the administrative and other support described in Paragraph 1 of Section II of this amendment, the ASEAN Secretariat shall provide the USPTO with quarterly reports, no later than thirty (30) days after the conclusion of the quarter.

2. Seminars on Intellectual Property

With respect to the seminars on intellectual property, the ASEAN Secretariat shall provide the USPTO with estimates of the costs of the programs in advance of the time those seminars are conducted, and shall provide the USPTO with reports of actual expenditures within one month after the seminars are completed.

IX. RESPONSIBLE OFFICIALS

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