MEMORANDUM OF COOPERATION AMONG THE UNITED STATES PATENT AND TRADEMARK OFFICE, EUROPEAN UNION INTELLECTUAL PROPERTY OFFICE, THE JAPAN PATENT OFFICE, THE KOREA INTELLECTUAL PROPERTY OFFICE, TRADEMARK OFFICE OF THE STATE ADMINISTRATION OF INDUSTRY AND COMMERCE OF THE PEOPLE’S REPUBLIC OF CHINA, AND THE MOROCCAN OFFICE OF INDUSTRIAL AND COMMERCIAL PROPERTY

# TM5 MEMBER PARTICIPANTS

The participants to this Memorandum of Cooperation are the United States Patent and Trademark Office (USPTO), the European Union Intellectual Property Office (EUIPO), the Japan Patent Office (JPO), the Korea Intellectual Property Office (KIPO), the Trademark Office of the State Administration of Industry and Commerce of the People’s Republic of China (SAIC), and the Moroccan Office of Industrial and Commercial Property (OMPIC).

Throughout this Memorandum of Cooperation, the USPTO, JPO, KIPO, EUIPO, and SAIC are referred to collectively as the TM5 Partners.

1. **PURPOSE**

The TM5 Partners maintain a TM5 Identification List. That list is a compilation of identifications of goods and services that, if entered into an application for trademark registration that is submitted to any of the TM5 Partners, is accepted by each of those partners. This Memorandum of Cooperation sets forth the conditions under which OMPIC may propose, and the TM5 partners may at their discretion approve, that particular identifications be added to the TM5 Identification List. Such identifications, if any, should be ones that are acceptable both to OMPIC and to each of the TM5 Partners.

# INTENDED ACTIONS BY THE PARTICIPANTS

* 1. The following are the actions that should be taken by OMPIC with respect to this Memorandum of Cooperation:
     1. As soon as practicable and within twelve months from the date of the signing of this Memorandum of Cooperation, OMPIC should provide the TM5 Partners with a list that identifies those identifications of goods and services that satisfy both of the following conditions: (i) the identifications have been entered in the TM5 Identification List when this Memorandum of Cooperation is signed and (ii) if entered into an application for trademark registration, the identifications would not be accepted by OMPIC. The number of entries in this list should not be greater than ten percent of the entries that are present in the TM5 Identification List on the day this Memorandum of Cooperation is signed.
     2. OMPIC may, at its election, translate each of the terms in the TM5 Identification List into Arabic, French and/or Berber. If OMPIC elects to provide such translations, it should endeavor to submit a minimum of thirty such translations per month to the USPTO, and should endeavor to continue to do so until all of the identifications have been translated.
     3. OMPIC may, at its discretion, publicize the TM5 Identification List on its website, and/or via other means that OMPIC may deem to be appropriate.
     4. OMPIC may present the TM5 Partners with proposed additions in the English language to the TM5 Identification List that: (i) if entered into an application for trademark registration that is submitted to OMPIC, would be accepted by OMPIC and (ii) are not identical to identifications that are in the TM5 Identification List at the time of submission.
     5. Each month following its submission of the list described in *III. A. i*. of this Memorandum of Cooperation, OMPIC may propose up to ten additional identifications for inclusion in the TM5 Identification List.
     6. OMPIC may provide the USPTO with Arabic, French and/or Berber translations of the proposed identifications referred to in *III. A. iv.* above.
     7. The employee or employees whom OMPIC designates to act on its behalf in carrying out this Memorandum of Cooperation should be fluent in English, and should be available to carry out the tasks associated with this Memorandum of Cooperation.
  2. The following are the actions that should be taken by the TM5 Partners with respect to this Memorandum of Cooperation.
     1. The TM5 Partners should promptly update the TM5 Identification List to include particular identifications proposed by OMPIC, provided that all five partners share the view that inclusion of the identifications in question is appropriate.
     2. As new identifications are added to the TM5 Identification List, the TM5 Partners should forward those to OMPIC, for OMPIC’s consideration. OMPIC should thereafter inform the TM5 Partners which new identifications would not be accepted by OMPIC if entered into an application for trademark registration. OMPIC should make best efforts to accept all the new identifications that are presented to OMPIC. Additionally, in no case should the number of identifications rejected by OMPIC under this paragraph be greater than ten percent of the new identifications presented to OMPIC.

# Other Matters

A. The participants intend to carry out their cooperation under this Memorandum of Cooperation in accordance with their respective national laws and regulations and within the limits of their respective budgetary appropriations.

B. The cooperation under this Memorandum of Cooperation should commence upon its signing by the authorized representatives of each of the participants to this Memorandum of Cooperation and continue for a period of five years from the date of final signature, unless earlier discontinued by one or more participant

C. The cooperation under this Memorandum of Cooperation ends upon the request of any of the participants to the Memorandum of Cooperation. A decision by a participant to end the cooperation should be communicated in writing to each of the other participants.

D. In addition, the cooperation under this Memorandum of Cooperation is intended to end if OMPIC ceases to adhere to the requirements of the Nice Agreement Concerning the International Classification of Goods and Services or if OMPIC ceases to carry out the actions contemplated in this Memorandum of Cooperation.

E. If the cooperation under this Memorandum of Cooperation ends, the TM5 Partners may, at their discretion or upon a request by OMPIC, modify the TM5 Identification List to remove indications which show that OMPIC accepts particular identifications.

F. If differences in views arise regarding the interpretation of the matters set forth in this Memorandum of Cooperation, or regarding any modifications thereto, and these differences cannot be resolved at the operating level, each participant should present its respective position to the other participants, in writing, for the other participants’ consideration. If the participants do not reach common recognition on interpretation within thirty days from such presentation, the participants should forward written descriptions of the differences in their views to higher officials in their respective organizations, for appropriate resolution.

# Additional Arrangements Between OMPIC and the USPTO

* 1. OMPIC and the USPTO may, upon consultation with JPO, KIPO, EUIPO, and SAIC enter into an arrangement whereby the USPTO would display the Arabic, French and/or Berber language versions of any identifications that OMPIC submitted, on a website that (i) displays the TM5 Identification List, (ii) indicates which of the identifications set forth therein are accepted in which countries, and (iii) displays translations of these identifications into various languages. Any of the TM5 Partners, as well as OMPIC, may, at their discretion, publicize the Arabic, French, Berber and/or English language version of the identifications on their respective websites, or via any other appropriate medium.
  2. OMPIC and the USPTO may, upon consultation with JPO, KIPO, EUIPO, and SAIC enter into an arrangement whereby the USPTO would display the list, if any, of identifications that OMPIC submitted pursuant to *III. A. ii* of this Memorandum of Cooperation, on a website that (i) displays the list, (ii) indicates which of these identifications are accepted in which countries, and (iii) displays translations of these identifications into various languages.

This Memorandum of Cooperation may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same instrument.

For the: For the:

European Union Intellectual Japan Patent Office

Property Office

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Customer Relations Department

For the: For the:

United States Patent and Trademark Moroccan Office of Industrial and

Office Commercial Property

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MKL (Date) Abderrahmane Bakhouya (Date)

Head of Trademarks Division

For the: For the:

Korean Intellectual Property Office Trademark Office of the State

Administration of Industry and

Commerce of the People’s Republic of

China

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Gyuwan Choi (Date) (Date)

Director General

Trademark and Design Examination Bureau