

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED STATES PATENT AND TRADEMARK OFFICE
AND
THE NATIONAL COUNCIL TO COMBAT PIRACY AND CRIME
AGAINST INTELLECTUAL PROPERTY OF BRAZIL**

USPTO MOU No. 20143011

The National Council to Combat Piracy and Crime Against Intellectual Property (CNCP) of Brazil and the United States Patent and Trademark Office (USPTO), hereinafter referred to collectively as “the Participants” and individually referred to as “Participant”;

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

Wishing to establish a mutually supportive relationship between themselves, with a view to promoting appropriate arrangements for cooperation on matters related to the enforcement of intellectual property rights;

Have reached the following understandings:

I. GENERAL UNDERSTANDINGS

This Memorandum of Understanding (hereinafter “Memorandum”) is intended to serve as a basis for cooperative activities between the Participants on matters related to the protection and enforcement of intellectual property rights and raising public awareness of the importance of respecting and enforcing intellectual property rights.

The activities under this Memorandum are intended by the Participants to, *inter alia*, improve the knowledge, skills, and effectiveness of public servants through capacity building, practical training exercises, and information sharing.

The Participants intend to cooperate on various activities to facilitate the implementation of this Memorandum, with the purpose of fostering improved IP protection and enforcement.

II. AREAS OF COOPERATION

Activities under this Memorandum are intended to be carried out in the field of intellectual property rights protection and enforcement, and may include the following:

1. Educational and training activities to enhance civil and criminal IP protection and enforcement
 - a. Collaborating on capacity building programs for government officials to promote effective intellectual property rights protection and enforcement mechanisms, particularly with respect to counterfeits and piracy in both online and physical markets;
 - b. Providing speakers and educational materials for training programs, conferences, workshops, roundtables, seminars, and other activities or events upon request and in accordance with established policies, including USPTO speaker request procedures; and
 - c. Soliciting venue, interpretation, and translation services, as necessary, to support education and training activities.
2. Dissemination of information
 - a. Exchanging information about the Participants' efforts to combat counterfeiting and piracy in both online and physical markets;
 - b. Exchanging information about the Participants' efforts to protect and promote intellectual property rights;
 - c. Exchanging information about the Participants' efforts to improve intellectual property protection and enforcement of intellectual property rights;
 - d. Collaborating on increasing the general public's awareness of programs regarding the importance of respecting and enforcing intellectual property rights; and
 - e. Disseminating information about collaborative projects, programs, and activities to relevant stakeholders or contacts through meetings, written communications, or other means, as appropriate.

III. FINANCIAL RESOURCES

The Participants intend to implement the activities under this Memorandum subject to the availability of resources.

Each Participant intends to bear the costs and expenses associated with its activities under this Memorandum. Neither Participant is expected to transfer financial resources to the other.

IV. POINTS OF CONTACT

Each Participant intends to appoint a contact person from its office to facilitate adequate communication with the other Participant.

Each Participant intends to consider and respond to inquiries from the other Participant within a reasonable time from the date of receipt.

The Participants may discuss as often as is appropriate matters within the purview of this Memorandum.

V. CONFIDENTIALITY

Any information provided by one Participant to the other Participant that is marked as confidential is not to be disclosed by the receiving Participant without prior authorization.

VI. FINAL UNDERSTANDINGS

This Memorandum is intended to commence upon the date of the last signature of the Participants and continue for five years. The Participants intend that modifications to this Memorandum become effective when reflected in writing and signed by both Participants.

Either Participant may cease its participation under this Memorandum at any time, but should endeavor to provide at least 90 calendar days' written notice to the other Participant.

The Participants intend to make best efforts to complete any activity undertaken pursuant to this Memorandum that may still be in progress when this Memorandum is discontinued.

This Memorandum does not create any rights or obligations under international or domestic law.

This Memorandum is signed, in duplicate, in the English and Portuguese languages.

For the:

National Council to Combat Piracy
and Crime Against Intellectual Property
of Brazil


Juliana Oliveira Domingues
President of the National Council to
Combat Piracy and Crime Against
Intellectual Property of Brazil

Date: _____

Place: _____

For the:

United States Patent and Trademark Office,
U.S. Department of Commerce



Andrei Iancu
Under Secretary of Commerce for
Intellectual Property and Director of the
United States Patent and Trademark Office

Date: 11/23/2020

Place: Alexandria, VA