



ROSPATENT

**Memorandum of Understanding
on the Patent Prosecution Highway
between
the Spanish Patent and Trademark Office
and
the Federal Service for Intellectual Property (the Russian Federation)**

The Spanish Patent and Trademark Office, hereinafter referred to as “the SPTO”, and the Federal Service for Intellectual Property (the Russian Federation), hereinafter referred to as “Rospatent”, hereinafter jointly referred to as “the Participants”,

Recognizing the importance of patent protection in developing the national and global economies, encouraging economic investment, and fostering technological innovation;

Taking into consideration the increasing necessity of adequately coping with the ever-growing number of internationally filed patent applications which have arisen from a growing need for patent protection in the context of the globalization of the world economy;

Striving to ensure the benefits of expeditious, inexpensive, and high-quality examinations as well as the benefits of avoiding unnecessary duplicative work and reducing the examination workload; and

Desirous of promoting interoffice cooperation and enhancing their significant role in cooperative worldwide efforts in the patent field;

Have reached the following understanding:

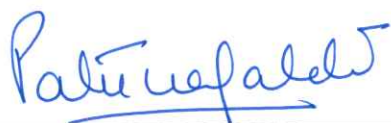
1. The Participants will start a pilot Program for the Patent Prosecution Highway Mottainai (PPH Mottainai) and the Patent Prosecution Highway using the Patent Cooperation Treaty work products (PCT-PPH) for the patent applications filed with Rospatent and the SPTO.
2. The pilot program will commence on 01.01.2017. The duration of the pilot program is two years and may be extended with the mutual consent of the Participants.
3. The basic concept of the PPH Mottainai is that where one Participant – the Office of Earlier Examination (OEE) – has assessed the patentability of a patent application, the other Participants, i.e. Office of Later Examination (OLE), ensures that the applicant enjoys the benefit of an accelerated examination for the corresponding application, provided certain conditions are met. These conditions include, but are not limited to, that the claims of the two applications must have sufficient correspondence, and that the search and examination results of the OEE must be made available to the OLE.
4. The basic concept of the PCT-PPH is that where the PCT work product of a PCT application (either the Written Opinion of the International Searching Authority or the Written Opinion of the International Preliminary Examining Authority or the International Preliminary Examination Report) produced by the OEE has been assessed as novel, inventive and industrially applicable, the OLE ensures that the applicant enjoys the benefit of an accelerated examination for the corresponding application to the PCT application, provided certain conditions are met. These conditions include, but are not

limited to, sufficient correspondence in the claims of the two applications, and the PCT work products being made available to the Participants.

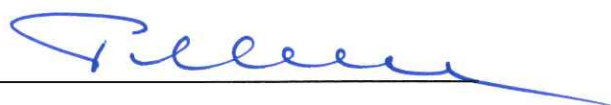
5. The Participants will prepare guidelines for the pilot program before the program starts. The guidelines will include the requirements and procedures for participating in the pilot program as well as the conditions outlined in paragraphs 3 and 4.
6. The Participants will periodically exchange information on the status of the pilot program and evaluate the results of the program to determine whether and how the program should be extended after the pilot period.
7. After the completion of the pilot program, the program will be automatically implemented on a full-time basis under the same conditions as the pilot program unless, at least one month before the end of the pilot program, either Participant gives the other Participants written notice of its intention to discuss the future of the pilot program.
8. The Participants are to bear their own expenses related to the implementation of this Memorandum.
9. Any dispute arising from the interpretation or implementation of this Memorandum will be resolved through consultations between the Participants.
10. This Memorandum will apply from the date of signature. Either Participant may terminate it by giving three (3) months' prior written notice to the other Participant.
11. This Memorandum may be amended at any time with the mutual written consent of the Participants.

12. This Memorandum is not an international treaty and does not create rights and obligations governed by international law.

Signed in duplicate in Geneva, on October 5, 2016, in Spanish, Russian and English. In case of divergence in interpretation of the provisions of this Memorandum, the English text will be used.



Ms Patricia García-Escudero
Director General
Spanish Patent and Trademark Office



Mr Grigory Ivliev
Director General
Federal Service for Intellectual
Property (the Russian Federation)