



MEMORANDUM OF UNDERSTANDING
ON A PATENT PROSECUTION HIGHWAY PROGRAM
BETWEEN
THE INTELLECTUAL PROPERTY OFFICE OF THE UNITED KINGDOM
AND
THE NATIONAL DIRECTORATE OF INDUSTRIAL PROPERTY OF URUGUAY
(DNPI)

The Intellectual Property Office of the United Kingdom and the National Directorate of Industrial Property of Uruguay (hereinafter “DNPI”), hereinafter “the Participants”;

Recognizing the importance of patent protection in promoting a strong national and global economy, encouraging economic investment, and fostering technological innovation;

Seeking a comprehensive solution to the growing need to deal with the ever-increasing number of patent applications filed internationally, which has arisen from a growing demand for patent protection in the context of globalization of the world economy;

Striving to ensure the benefits of high-quality, fast, and inexpensive examination for applicants, and to avoid duplication and reduce office examination workload; and

Aiming to promote inter-office cooperation and intensify leadership in global cooperative efforts in the field of patents;

The Participants:

Have reached the following understanding:

- 1. The Participants have decided to implement a comprehensive Patent Prosecution Highway (PPH) Program (“the Program”). The Program will cover both PCT (Patent Cooperation Treaty) applications and the Paris Route (i.e. Paris Convention for the*

Protection of Industrial Property) and implementation thereof will be based on the principles established in this Memorandum and the respective guidelines of each Office.

2. The Participants have decided that the program will begin on 1st June 2024.

The Program will begin for an initial period of three (3) years and may be extended, amended or terminated by joint consent, for instance, if the volume of participation exceeds a manageable level according to the respective Office.

3. In particular, the Participants accept that when the Office of Earlier Examination (OEE) has evaluated the patentability of an application, the Office of Later Examination (OLE) ensures that the applicant may enjoy the benefits of an expedited examination for the respective application, provided that the requirements for participation in the pilot program, expressed in the guidelines of the respective Office, are met.

4. The Participants will endeavor to prepare and publish guides establishing the procedures and requirements referred to in paragraph 3, before the PPH Pilot Program begins.

5. The Participants will endeavor to carry out periodic evaluations and exchange information on the status of the Program and may consider modifying it based on the results of those evaluations. If the procedures or requirements are modified, the guidelines will be modified accordingly and the modifications will be published on the website of each Office.

6. The Participants will endeavor to consult, at any time, in order to address any aspect of the implementation of this Memorandum of Understanding (MoU).

7. This MoU may be amended or rescinded at any time with the joint written consent of the Participants.

8. *This MoU does not create and does not intend to create any legally binding rights or obligations under international law. The Pilot Program outlined in this MoU will be carried out within the framework of each Participant's domestic law and applicable regulations*



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and will be subjected to their availability of funds and personnel. The Participants reaffirm that this MoU does not abrogate any of the existing patentability criteria, exclusions or exceptions currently in force and applicable to each Participant, nor any relinquishing of their respective sovereignties.

9. Any difference that may arise from the interpretation or application of this instrument will be resolved through consultations and negotiations between the Participants.

10. Without prejudice to the provisions of paragraphs 2 and 7, either Participant may terminate this Memorandum, giving prior written notice to the other Participant, thirty (30) days in advance. The exercise of this faculty will not affect those PPH requests that are in process and were submitted before the communication of termination.

Both Participants must publish this notice on their respective web pages.

Signed in two originals in Spanish and English, all texts being equally valid, in case of discrepancies regarding the interpretation of the paragraphs of this MoU the English version will prevail.

FOR THE INTELLECTUAL PROPERTY

**OFFICE OF THE
UNITED KINGDOM**

Phil Thorpe
Deputy Director, Head of Patent Practice
United Kingdom

London, 19th March 2024

FOR THE NATIONAL DIRECTORATE OF

**INDUSTRIAL PROPERTY
OF URUGUAY**

Santiago Martinez Morales
Technical Director
Oriental Republic of Uruguay

London, 19th March 2024