



**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE EURASIAN PATENT OFFICE OF THE EURASIAN PATENT
ORGANIZATION
AND
THE KOREAN INTELLECTUAL PROPERTY OFFICE
OF THE REPUBLIC OF KOREA
ON
THE PATENT PROSECUTION HIGHWAY**

The Eurasian Patent Office of the Eurasian Patent Organization (EAPO) and the Korean Intellectual Property Office of the Republic of Korea (KIPO), hereinafter referred to as the “Parties”,

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

Taking into consideration the increasing necessity of 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 that examinations of patent applications are expeditious, inexpensive and of a high-quality, as well as to avoid duplicative work and reduce the examination workload, and

Desiring to promote inter-office cooperation and enhance leadership in cooperative worldwide efforts in the patent field;

Have reached the following understanding:

1. The Parties will start a pilot program for the Patent Prosecution Highway Mottainai (PPH Mottainai) and the Patent Prosecution Highway using the Patent Cooperation Treaty (PCT) work products (PCT-PPH) for the patent applications filed with the Parties.

2. The pilot program will commence on January 1, 2019 after this Memorandum of Understanding (hereinafter referred to as the “MOU”) is signed. The duration of the pilot program will be three years, which may be extended with the mutual written consent of the Parties.

3. The basic concept of the PPH Mottainai is that, where the Office of Earlier Examination (OEE) has assessed the patentability of a patent application, the other office, i.e. the Office of Later Examination (OLE), will ensure that the applicant enjoys the benefits of an accelerated examination for the corresponding application,

provided certain conditions are met. These conditions include, but are not limited to, the requirements 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 in the PCT work product of a PCT application (either in 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 KIPO, the invention has been assessed as novel, inventive and industrially applicable, EAPO will ensure 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 Parties.

5. The applicant will enjoy the benefits mentioned in paragraphs 3 and 4 of this MoU, provided that the applicant meets the requirements, procedures and conditions for participating in the pilot program. The Parties will prepare a document setting out these requirements, procedures and conditions before the pilot program starts. This will include conditions such as: (i) the claims of the two applications must have sufficient correspondence; and (ii) the search and examination results of the OEE must be made available to the OLE.

6. The Parties will periodically evaluate and exchange information on the status of the pilot program and consider modifying the program on the basis of the evaluation results.

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 either Party gives the other Party written notice of its intention to discuss the future of the pilot program at least a month before the end of the pilot program.

8. Any dispute arising from the interpretation or implementation of this MOU will be resolved through consultations between the Parties.

9. This MOU does not and is not intended to create any legally binding rights or obligations under international law. This MOU will be carried out within the framework of the respective laws and regulations of the both Parties and subject to the availability of appropriated funds and personnel of the parties.

10. This MOU will come into effect on the date of signature and may be amended at any time with the mutual written consent of the Parties. Either Party may terminate this MOU by giving three months prior written notice to the other Party.

Signed in Geneva on September 25, 2018, in two originals in the Russian, Korean and English languages, all texts being equally authentic.

**For the Eurasian Patent Office
of the Eurasian Patent
Organization**

**For the Korean Intellectual
Property Office of the Republic
of Korea**

**SAULE TLEVLESSOVA
President**

**KIM TAE MAN
Acting Commissioner**




