

Memorandum of Understanding on Issues Related to the Protection of Intellectual Property Rights

Memorandum of Understanding

On Issues Related to the Protection of

Intellectual Property Rights

Under the Agreement Between the United States and Jordan

on the Establishment of a Free Trade Area

The Government of the United States of America ("United States") and the Government of the Hashemite Kingdom of Jordan ("Jordan"),

recognizing the need to promote adequate and effective protection of intellectual property rights, to provide enhanced intellectual property protection to account for the latest technological developments, and to promote greater efficiency and transparency in the administration of intellectual property systems in order to strengthen the international trading system;

Agree,

1. With respect to copies of works and phonograms that have been placed on the market by the relevant right holder, the obligations described in Article 4.11 of the Agreement Between the United States of America and the Hashemite Kingdom of Jordan on the Establishment of a Free Trade Area ("the Agreement") shall apply only to books, journals, sheet music, sound recordings, computer programs, and audio and visual works; i.e., categories of products in which the value of the copyrighted material represents substantially all of the value of the product. Notwithstanding the preceding, each Party shall be free to provide the protection described in Article 4.11 to a broader range of goods.
2. Any Party permitting export of any product produced under the authority provided in Article 4.19 of the Agreement, for purposes of obtaining marketing approval in another country, shall require the manufacturer to first certify to the relevant industrial property office that such product will be exported only in sufficient quantity to meet the requirements for obtaining marketing approval in the destination country.
3. With respect to Article 4.25 of the Agreement, Jordan shall raise its criminal penalties to JD 6,000, so as to meet its obligation to ensure that statutory maximum fines are sufficiently high to deter future acts of infringement.
4. Jordan shall take all steps necessary to ensure that where "use" is defined in certain measures as importation in "large quantities at reasonable prices," such conditions on importation shall be deleted.
5. Jordan shall take all steps necessary to clarify that the exclusion from patent protection of "mathematical methods" in Article 4(B) of Jordan's Patent Law does not include such "methods" as business methods or computer-related inventions.
6. Jordan shall take all steps necessary to clarify that Article 4(F) of Jordan's Patent Law shall be understood to exclude from patent protection inventions whose application for registration for the first time outside Jordan has been filed by the owner and published more than eighteen months prior to the date of filing for registration in Jordan. Thus, an inventor, who outside of Jordan files but then withdraws a patent application prior to publication, shall be permitted to file for a patent application in Jordan.

This Memorandum of Understanding shall enter into force on signature. The obligations of this Memorandum of Understanding shall be implemented upon the date of entry into force of the Agreement, with the exception of paragraph 3, which shall be implemented within two years from the date of entry into force of the Agreement.

Done at Washington, in duplicate, this twenty-fourth day of October, 2000, which corresponds to this twenty-sixth day of Rajab, 1421, in the English language. An Arabic language text shall be prepared, which shall be considered equally authentic upon an exchange of diplomatic notes confirming its conformity with the English language text. In the event of a discrepancy, the English language text shall prevail.

FOR THE GOVERNMENT OF THE

UNITED STATES OF AMERICA: FOR THE GOVERNMENT OF THE

HASHEMITE KINGDOM OF JORDAN: