

DRAFT
Subject to Legal Review for Accuracy, Clarity, and Consistency
April 9, 2004

Negotiators' Letter for Dominican Republic with respect to Chapter 15 (Intellectual Property)

Mr. Mark Wu
Director for Intellectual Property
Office of the United States Trade Representative

Dear Mr. Wu:

In connection with our negotiations concerning the integration of the Dominican Republic into the United States – Central America Free Trade Agreement (“the Agreement”), I have the honor to confirm the following understandings shared by the negotiators in relation to Chapter 15 (Intellectual Property Rights).

Article 15.9.4 limits the conditions under which a Party may revoke a patent, but does not confine the circumstances, such as non-payment of maintenance fees, that may result in the expiration of a patent in a Party.

The requirements of Article 15.10.1(b) apply only if a Party permits, as a condition of approving the marketing of a new pharmaceutical or agricultural chemical product, third persons to submit evidence concerning the safety or efficacy of a product that was previously approved in another territory, such as evidence of prior marketing approval. The requirements of Article 15.10.1(b) do not apply so long as a Party does not permit such action.

These understandings are without prejudice to the rights of any Party to invoke the dispute settlement provisions of Chapter __ concerning the meaning and application of relevant terms in the Agreement.

I would be grateful if you would confirm that you share these understandings.

Sincerely,

Lic. Orlando Jorge Mera
Secretary of State
President of the Council of Directors
INDOTEL