

COURTESY TRANSLATION

August 5, 2004

Mr. Mark Wu
Director for Intellectual Property
Office of the United States Trade Representative
Washington, D.C.

Dear Mr. Wu:

I am pleased to confirm the following understandings shared by the negotiators regarding Chapter Fifteen (Intellectual Property Rights) of the Dominican Republic – Central America – United States Free Trade Agreement of August 5, 2004 (“the Agreement”):

Article 15.9.4 (Patents) 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) (Measures Related to Certain Regulated Products) 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 Twenty (Dispute Settlement) of the Agreement concerning the meaning and application of relevant terms of the Agreement.

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

Sincerely,

Orlando Jorge Mera

August 5, 2004

Lic. Orlando Jorge Mera
Secretary of State
President of the Council of Directors
INDOTEL
Santo Domingo, Dominican Republic

Dear Mr. Mera:

I am pleased to acknowledge your letter of today's date, which reads as follows:

“I am pleased to confirm the following understandings shared by the negotiators regarding Chapter Fifteen (Intellectual Property Rights) of the Dominican Republic – Central America – United States Free Trade Agreement of August 5, 2004 (“the Agreement”):

Article 15.9.4 (Patents) 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) (Measures Related to Certain Regulated Products) 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 Twenty (Dispute Settlement) of the Agreement concerning the meaning and application of relevant terms of the Agreement.

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

I am pleased to confirm that I share the understandings set out in your letter.

Sincerely,

Mark Wu