

Agreement between the U. S. Patent and Trademark Office and the Patent Office Professional Association on the Law School Clinic Certification Petition to Make Special Program

**Preamble:**

The U.S. Patent and Trademark Office (USPTO) and the Patent Office Professional Association (POPA), collectively referred to as Parties, agree to implement the Law School Clinic Certification Petition to Make Special Program (Program). Management has determined that the USPTO will implement this Program as outlined herein. The terms of this agreement are as follows:

- 1. Participants:** For purposes of this agreement, the Program consists of only law schools participating in the patents portion of the Law School Clinic Certification Pilot Program.
- 2. Size of the Program:** The provisions of this agreement cover a maximum of sixty four (64) patent applications that are accepted for advancement of examination under 37 CFR 1.102(a) each fiscal year.
- 3. Eligibility for the Program:** For an application to be eligible for advancement of examination, the law school must conduct a pre-filing patentability search on the claimed invention, and submit the results of the search in an information disclosure statement. The application must be a non-reissue, non-provisional utility application filed under 35 U.S.C. 111(a), or an international application that has entered the national stage in compliance with 35 U.S.C. 371. The application must contain no more than 20 total claims and 3 independent claims. The applicant must agree to election without traverse if the USPTO determines that the claims are not drawn to a single invention. Applicant must agree to early publication and must be a small entity.
- 4. Special Status:** Applications under the Program will only be considered special prior to First Office Action on the Merits (FAOM) and when on appeal before the Board of Appeals and Interferences. Applications for the program will be considered as a special application under the Special Programs New docket management component (Category 2) under the docket management element of the PAP for the purposes of generating a First Office Action on the Merits.
- 5. Program Data:** Summary data collected during the Program will be shared with POPA. This data may include information such as the number of applications filed under the Program; areas in which these applications are docketed; and the average number of days these applications are completed. Upon request, POPA will be provided the full data collected.


6. **Periodic Meetings to Evaluate and Discuss Changes:** At the request of either party, the Parties will meet to discuss the Program to determine if any changes should be considered. The USPTO and POPA will consider any revisions to the Program during the fourth quarter of each fiscal year. Changes to the Program will be implemented upon agreement of the Parties.

7. **Additional Considerations:** Should implementation of the Program result in situations that cannot be resolved by the provisions set forth above, the Parties will meet to negotiate the situation with the goal of reaching a reasonable resolution in an expedient manner. If a reasonable resolution is not agreed upon, changes will not be implemented until negotiations are completed (including any necessary mediation and Impasses Panel actions) to the extent required by law.

8. **Duration of the Program:** The USPTO has determined that this Program will begin in August, 2012 to coincide with the start of the Fall semester at participant schools. Notwithstanding other provisions of the Program, the USPTO may stop granting requests under the Program, at its sole discretion, for the proper functioning of the agency without the need to complete negotiation prior to termination. In this instance, POPA will be notified promptly of the USPTO's decision, and will have ten (10) days to request bargaining to the extent required by law regarding its decision.

**Signatures**

  
Robert Oberleitner  
Assistant Deputy Commissioner for  
Patent Operations

  
Robert D. Budens  
President  
POPA