

MEMORANDUM OF UNDERSTANDING

BETWEEN

NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION

AND THE

UNITED STATES PATENT AND TRADEMARK OFFICE OF THE
U.S. DEPARTMENT OF COMMERCE

To Establish a Framework for Cooperation and Collaboration
to Further Climate Innovation

MOU No. 24111002-0000-000

I. PARTIES AND PURPOSE

This document constitutes Memorandum of Understanding (MOU) between **National Oceanic and Atmospheric Administration (NOAA)**, U.S. Department of Commerce, and the **United States Patent and Trademark Office (USPTO)**, U.S. Department of Commerce, and collectively referred to as the “Parties.”

The purpose of this MOU is to express the Parties’ intent for their respective experts and managers to collaborate and work together, when appropriate, to promote and advance further innovation in climate, “green”, and “blue” technology areas, fostering innovation to strengthen our nation’s resilience against climate change, and promote environmental stewardship and sustainable economic development.

II. AUTHORITIES

A. USPTO’s authority to participate in this MOU includes:

- (1) 35 U.S.C. 2(a)(2), which establishes that the USPTO “shall be responsible for disseminating to the public information with respect to patents and trademarks;”
and

- (2) 35 U.S.C. 2(b)(11), which authorizes USPTO to, among other things, “conduct programs, studies, or exchanges of items or services regarding domestic and international intellectual property law and the effectiveness of intellectual property protection domestically and throughout the world.”

B. NOAA’s authority to participate in this MOU includes:

- (1) 15 U.S.C. § 2904, which establishes a National Climate Program Office within the Department of Commerce and charges it with administering the National Climate Program, including climate research, data collection, provision of climate information, working with the private sector, academia, and international partners, all in coordination with other Federal agencies; and
- (2) 33 U.S.C. §§ 883d and 883e, which authorize NOAA to enter into cooperative agreements with other Federal agencies related to research in geophysical sciences.

III. BACKGROUND

The USPTO fosters innovation, competitiveness and job growth in the United States by conducting high quality and timely patent and trademark examination and review proceedings to produce reliable and predictable intellectual property rights; guiding intellectual property policy and improving intellectual property rights protection; and delivering intellectual property information and education for U.S. businesses of all sizes and worldwide. A key strategic goal of the USPTO is accelerating innovation in vital technology areas that solve pressing social challenges. The USPTO does this through, among other means, new and expanded programs that accelerate application and appeal pendency for innovations and new brands in key technology areas.

A primary part of NOAA’s mission is to understand and predict changes in climate, weather, space, ocean and coasts and to share that knowledge and information with others. The data and information that NOAA gathers is being increasingly used by the private sector to build value-added climate and other products. NOAA staff also engage on the transfer and co-development of climate and environmental technologies (through Cooperative Research and Development Agreements, patent licensing, etc.). A key part of NOAA’s goal is to build a Climate Ready Nation by 2030: ensuring that climate data is incorporated throughout every sector of our

economy and society, by equipping decision makers with the knowledge they need to protect lives, lifestyles, and livelihoods. This includes NOAA's role in supporting commercial innovation where industry can apply its quick and high risk/high reward approaches to identifying novel climate solutions for mitigation and adaptation. NOAA is also helping to spur the emerging ocean intelligence enterprise; the New Blue Economy.

IV. RESPONSIBILITIES OF THE PARTIES

A. Within the limits of its available and/or appropriated resources, the Parties will endeavor to:

- (1) Identify individual agency and joint undertakings that collectively advance the missions of the USPTO, NOAA, and the Department, in areas related to innovations in climate and environmental stewardship;
- (2) Cooperate in mutual areas of interest and share data, information, and findings of mutual concern;
- (3) Cooperate and support the operation of programs of mutual interest;
- (4) Regularly provide updates on program activities, technology application, development, and related work pertaining to cooperative activities pursued under this MOU;
- (5) Foster greater public awareness and understanding of both Agencies' critical work in promoting innovation in climate and environmental technologies; and
- (6) Evaluate the mutual benefits of an employee detail exchange and, if mutually desired, effect a separate written Memorandum of Agreement addressing the terms and conditions of any such specific employee detail(s).

B. To facilitate this MOU, the Parties intend to jointly hold at least one annual consultation to:

- (1) Review identified undertakings to determine whether any modifications, expansions, or discontinuations are necessary;
- (2) Plan future activities and coordination of the Parties as desired; and
- (3) Identify the benefits realized by coordinating activities of the Parties.

V. COSTS

Each Party shall bear its own costs. This MOU does not obligate funds and there will be no transfer of funds between the Parties. Each Party's participation is subject to the continued availability of funds and resources.

This MOU is an expression of the Parties' collaborative intent only and does not incur any obligation or commitment for either Party. The Parties anticipate entering into one or more subsequent bilateral written agreement(s) to identify the specific activities and respective resources and/or estimated budgets, as may be mutually agreed upon.

VI. CONTACTS

The contacts of each Party to this MOU are:

NOAA Staff:

Michael Weiss
Deputy Chief of Staff
Office of the Under Secretary
Phone: 202-482-5958
E-mail: Michael.weiss@noaa.gov

USPTO Staff:

Janine Scianna
Program Analyst
Office of the Under Secretary
Phone: 571-272-0502
E-mail: Janine.scianna@uspto.gov

The Parties agree that if there is a change regarding the information in this section, the Party making the change will notify the other Party in writing of such change.

VII. DURATION AND MODIFICATION/TERMINATION

This MOU will become effective when signed by all Parties. The MOU will terminate on September 1, 2028, but may be amended at any time by mutual consent of the Parties

Any Party may terminate this MOU by providing 30 days written notice to the other Party. In the event this MOU is terminated, each Party shall be solely responsible for the payment of any expenses it has incurred. This MOU is subject to the availability of funds.

VIII. RESOLUTION OF DISAGREEMENTS

Should any disagreement arise on the interpretation of the provisions of this MOU, or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each Party and presented to the other Party for consideration. If agreement on interpretation is not reached within thirty days, the Parties shall forward the written presentation of the disagreement to respective higher agency officials for appropriate resolution.

IX. APPROVALS



Dr. Richard W. Spinrad
Under Secretary of Commerce for Oceans and Atmosphere
and NOAA Administrator
National Oceanic and Atmospheric Administration
1401 Constitution Ave., NW
Washington, DC 20230

1/24/24
Date



Katherine K. Vidal
Under Secretary of Commerce for Intellectual Property
and Director of the United States Patent and Trademark Office
U.S. Patent and Trademark Office
600 Dulany Street
Alexandria, Virginia 22314

1/24/24
Date