



ASIPI
PRO BONO

REGULATION

Approved by the Executive Committee
on February 25th, 2021



ASIPI

Asociación Interamericana de la Propiedad Intelectual
Inter-American Association of Intellectual Property
Associação Interamericana da Propriedade Intelectual

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1. ASIPI's commitment to *Pro Bono* services

"*Pro Bono*" is a Latin expression that refers to actions carried out "for the public good" and is used to designate work that is performed voluntarily and without financial compensation.

ASIPI considers that *Pro Bono* work is an excellent tool to support entrepreneurship, innovation, education and for the development of intellectual property in the region .

ASIPI's commitment to *Pro Bono* work, is demonstrated by the particular effort of its associates to offer free legal services in order to benefit the groups detailed in paragraph 2.1 hereof, such as (i) people and/or communities with low economic resources or with access barriers to the Intellectual Property system, (ii) organizations that support these social groups, (iii) entrepreneurships, and (iv) micro and small businesses.

The offering of *Pro Bono* services to those in need, demonstrates our professional integrity and is part of the Social Purpose of the Association, which includes defending the institutions of Intellectual Property and the dignity and roles of the professionals in charge of its creation and protection.

Through its **ASIPI Pro Bono** program, the Association undertakes to provide *Pro Bono* services for Intellectual Property matters in those countries where it has National Delegates and a minimum of five active associates who commit to providing said service.

Although *Pro Bono* work is voluntary, **ASIPI** encourages its associates to be part of this program.



2. Objective of the Program

2.1. Definition of Pro Bono services

For the purposes of the **ASIPI Pro Bono** program, the term “Pro Bono Services” refers to the offering of legal services or advisory services and training in Intellectual Property and related matters, either free of charge or without expecting remuneration, for the benefit of the following groups:

- (a) People or communities with low economic resources or with access barriers to the Intellectual Property system,
- (b) Organizations serving the aforementioned vulnerable groups,
- (c) People, communities, or organizations dedicated to the protection of the interests of indigenous communities, Afro-descendants, or any other vulnerable group with traditional knowledge that may be protected as Intellectual Property,
- (d) Non-profit institutions of a civic, cultural or educational nature,
- (e) Entrepreneurships, micro and small businesses (provided they demonstrate to be duly accredited as such in their country of origin) that reasonably require these services to generate value.

2.2. Services not considered Pro Bono

Although many of the services and activities listed below are promoted and/or funded by **ASIPI**, they are not considered *Pro Bono* legal services for the purposes of the **ASIPI Pro Bono** program:

- (a) Volunteer services or community benefit activities that do not involve legal services or advice and training on legal issues.
- (b) The writing of articles or law books (except those aimed at supporting legal strategies of one or more of the organizations described in paragraph 2.1.).

- (c) Coordination or teaching functions in **ASIFI** virtual courses, and
- (d) Any volunteer activity, not expressly accepted by the *Pro Bono* Commission as part of the program.

The previous lists are merely illustrative. Any activity that is intended to be carried out within the framework of the **ASIFI Pro Bono** Program must be duly approved by the *Pro Bono* Commission.



3. Structure

3.1. Pro Bono Commission

The *Pro Bono* Commission is created, which will be in charge of the supervision of this Program, as reported below.

The *Pro Bono* Commission will respond directly to the Executive Committee and will be made of five (5) **ASIFI** associates and two (2) members of the Executive Committee.

The *Pro Bono* Commission will be appointed by the Executive Committee per the following terms and conditions:

- (a) It will be appointed at the beginning of the term of each newly elected Executive Committee,
- (b) Its appointment will be for the same term of each Executive Committee.
- (c) With the purpose of granting continuity to the work carried out, it is suggested that in each new appointment of the *Pro Bono* Commission the Executive Committee maintains, two (2) members of the Commission from the previous period, and
- (d) Notwithstanding the foregoing, the Executive Committee may replace the entirety of the members of the Commission.

Likewise, the *Pro Bono* Commission will have the following responsibilities:

- (a) To promote the proper functioning of the *Pro Bono* program, including constant review of its status, and to propose improvements to the Executive Committee, when deemed necessary,
- (b) To keep an updated list of associates that provide *Pro Bono* services,
- (c) To assign the cases received and accepted, in accordance with the procedure established in section 4 below,
- (d) To guarantee compliance with the procedure established in section 4,
- (e) To evaluate the possibility of creating alliances and/or developing strategic collaborations between **ASIFI** and various institutions that promote *Pro Bono* services, and propose to the Executive Committee to go ahead with those considered beneficial for the Association,

- (f) To propose to the Executive Committee policies regarding the promotion and recognition of internal *Pro Bono* work,

- (g) To propose to the Executive Committee policies regarding external marketing to promote the *Pro Bono* program,

- (h) To monitor the status of active *Pro Bono* matters,

- (i) If the *Pro Bono* program has a budget, request it and monitor compliance with it. If there is no specific budget for the *Pro Bono* program, the Commission will check that the expenses required for each matter are reasonable, in accordance with the circumstances and economic policies of **ASIPI**,

- (j) To evaluate, on an annual basis, the operation and results of the *Pro Bono* Program and submit the corresponding report to the Executive Committee,

- (k) To report the status of the Program and/or the cases received to the Executive Committee, when it so requires,

- (l) To publish news of success in *Pro Bono* matters through the **ASIPI** Secretariat and work with it to let the general public know about the *Pro Bono* program, and

- (m) To resolve any controversy that may arise regarding this Regulation and/or its Annexes signed by the *Pro Bono* Associate and the client.

3.2. *Pro Bono* service providers

Any Active Associate who so wishes may apply to provide *Pro Bono* services in the country in which he/she practices as a lawyer and/or Industrial Property agent. However, it can only be effectively considered and accepted as a *Pro Bono* service provider for the **ASIPI** *Pro Bono* program (hereinafter "*Pro Bono* Associate") if the following conditions are simultaneously met:

- (a) The country in question has National Delegates of **ASIPI**,

- (b) There are at least five (5) Active Associates of **ASIPI** from said country, nominated to provide *Pro Bono* services for the **ASIPI** *Pro Bono* program, or already accepted as *Pro Bono* Associates, and

- (c) Not being part of the *Pro Bono* Commission.

In the event that a *Pro Bono* Associate is appointed as member of the *Pro Bono* Commission, he/she may continue to handle the active cases currently being managed by such *Pro Bono* Associate, under the following conditions:

- (a) Such *Pro Bono* Associate will not have voice or vote when the Commission makes decisions that affect his/her case, or cases brought by lawyers of the firm to which the respective *Pro Bono* Associate belongs.
- (b) He/she may not take new cases or projects.

3.3. Case assignment

The allocation of *Pro Bono* cases received by a country will be made according to the place that each *Pro Bono* Associate occupies in a list to be created and maintained by the *Pro Bono* Commission, per the following guidelines:

- (a) If the *Pro Bono* Associate offers himself/herself as such when the country of his/her professional activity generates its first list of *Pro Bono* Associates, he/she will enter the aforementioned list in alphabetical order, and
- (b) If the *Pro Bono* Associate applies when there is already a first list for the country of his/her professional activity (as provided in the previous point), he/she will enter at the end of said list.
- (c) For special projects, calls may be made that include more than one *Pro Bono* Associate, according to the nature of the project.

In any of the previously mentioned cases, the *Pro Bono* Associate must sign the Letter of Commitment to Provision of *Pro Bono* Services (Annex 1), by means of which he/she mainly commit to the provision of *Pro Bono* services and gives details of the Intellectual Property services that he/she is in a position to offer under the established conditions.

Although the *Pro Bono* Associate is free to reject a case for any of the reasons set forth in section 4.2., the receipt of three (3) consecutive rejections (whether express or implied, as established in sub-section E. of section 4.1.), may be grounds for removal from the list without need for an explanation, by recommendation of the *Pro Bono* Commission to the Executive Committee, which will adopt the final decision on the matter.

3.4. Additional commitments from Pro Bono Associates

The *Pro Bono* Associate commits to be up-to-date with the Association's annuities, for as long as it takes him/her to complete the *Pro Bono* services assigned to the respective *Pro Bono* Associate; if not, the *Pro Bono* Commission may reassign the case to the next *Pro Bono* Associate on the list of the corresponding country, who is current with the payment of the annuities.

If the *Pro Bono* Associate wishes to withdraw from the list, he/she must state it in writing to the **ASIPI** Secretariat and be in good standing with the cases he/she carries; otherwise, the *Pro Bono* Associate must deal with such cases until they are finalized, before exiting the program and consequently ceasing to be a *Pro Bono* Associate.

In the event that the removal of a *Pro Bono* Associate from the list results in the respective country being left without the minimum number of attorneys required to participate in the *Pro Bono* Program, it will be allowed for the existing matters to be finalized, but no new cases will be accepted for such country.



4. Service provision process

4.1. Opening of new cases

The following process must be followed in order to receive and assign a request for *Pro Bono* services:

- (a) *Pro Bono* Request: any person/organization/institution that comes to **ASIPI** for *Pro Bono* advice (hereinafter “the client”), must fill out the *Pro Bono* Services request (Annex 2), which will require detailing, mainly, the following information:
 - i. Potential customer data,
 - ii. Parties involved,
 - iii. Description of required services, and
 - iv. Acceptance of terms and conditions for the provision of services.
- (b) Formal evaluation: the formal aspects of the application received will be evaluated by the **ASIPI** Secretariat (within a maximum period of 72 hours) considering the following criteria:
 - i. Correct completion of the form. If the information is incomplete or lacks clarity, the Secretariat will return the form with the corresponding notes.
 - ii. Deadlines. If there is a legal term that expires in less than 72 hours, the case will be automatically rejected.
- (c) In-depth evaluation. Once the Secretariat determines that the request meets the minimum requirements, it will convey it to the *Pro Bono* Commission, which will make an in-depth evaluation, taking into account, among other criteria, the beneficiary, the purpose, the nature of the matter and the available *Pro Bono* Associates.
- (d) Rejection. If the Commission determines that the case should be rejected, it will send a communication to the client indicating that decision. Although it is not required to state the reasons for said rejection, it is suggested that it be a friendly communication and ide-

ally with some explanation that allows to maintain a positive image of **ASIPI**.

-
- (e) Acceptance. If the Commission accepts the case, it will proceed to assign it to the corresponding *Pro Bono* associate, in accordance with the following procedure:
-
- i. Identification of the list of *Pro Bono* Associates available for the respective country,
-
- ii. This list is first reviewed according to the specific subjects that each *Pro Bono* Associate declared, and, consequently, if applicable, this will serve as a first cut of the list,
-
- iii. The case is assigned to the *Pro Bono* Associate who is at the top of the list after the aforementioned cut,
-
- iv. A communication is sent to the designated *Pro Bono* Associate, informing him/her of the case and requesting a response of acceptance or rejection within a maximum period of 48 hours. (At the request of the *Pro Bono* Associate, in scenarios of need for a “Chinese Wall” or authorization from an existing client, this period may be reasonably extended by the Commission),
-
- v. If the *Pro Bono* Associate rejects it, the next person on the list will be contacted and so on until an acceptance is finally confirmed. In the event that there is no response from the Associate within 48 hours, it will be understood as tacit rejection,
-
- vi. The *Pro Bono* Associate who accepts the case will immediately occupy the last place on the list of the respective country,
-
- vii. Once the *Pro Bono* Associate who will take charge of the case has been designated and confirmed, a communication will be sent to the client indicating that a lawyer has been assigned and that consequently, in order to be able to provide the services, both parties (Associate and Client) must sign the *Pro Bono* Services Agreement (Annex 3)
-

ASIPI shall not bear, vis-à-vis the client, any responsibility regarding the professional practice of the *Pro Bono* Associate.

- (f) Formalization. In order to formally initiate the involvement in the case, both the *Pro Bono* Associate and the *Pro Bono* Client must sign the *Pro Bono* Services Agreement (Annex 3), which will include, at a minimum, the following:
- i. Identification of the *Pro Bono* Associate,
 - ii. Identification of the *Pro Bono* Client,
 - iii. Description of the services to be provided, including their scope. In cases of obtaining a right (for example: applications for the registration of trademarks, patents, copyrights), the minimum scope should be obtaining the right in an administrative instance,
 - iv. Costs that may arise as a result of oppositions against the application, official actions, among others,
 - v. Commitment of the *Pro Bono* Associate not to charge fees for the services rendered,
 - vi. Commitment of the *Pro Bono* Associate to report any costs or expenses not foreseen, for previous acceptance of the *Pro Bono* Client, and
 - vii. Acceptance of the *Pro Bono* Client of the costs and expenses estimated by the *Pro Bono* Associate and commitment to assume them.

4.2. Grounds for rejection

Without prejudice to the previously established procedure, the *Pro Bono* Associate may reject the case at any time if any of the following scenarios appear:

- (a) The client has lied about his ability to pay,
- (b) The client has lied about the alleged ownership of any right,
- (c) The client has falsely represented her/his interest in the process (when bad faith is identified, or in the case of collective rights, the client does not have the power to represent them), or
- (d) The client has submitted false documentation of any nature.

4.3. Monitoring and reporting

Each *Pro Bono* case will be supervised by the *Pro Bono* Commission. This supervision will have as main objectives:

- (a) To confirm the correct provision of the services by the *Pro Bono* Associate and consequent client satisfaction,
- (b) To Prevent and/or solve any inconvenience that may arise during the course of the provision of the services, and
- (c) To duly report to the Executive Committee the status of current cases when it so requires.

Each *Pro Bono* Associate must send to the *Pro Bono* Commission a report of *Pro Bono* services in accordance with the format of Annex 4 hereof, every four (4) months or when the Commission so requires.

4.4. *Pro Bono* Associate Change

When the *Pro Bono* Associate considers that is no longer fit to continue providing the *Pro Bono* services for a case being handled by such *Pro Bono* Associate, he/she must inform the *Pro Bono* Commission in this regard, following the *Pro Bono* termination letter model in Annex 5, stating the reasons for such decision, detailing the urgent tasks to be completed and providing any other information and/or documentation that the *Pro Bono* Commission requires.

In such circumstances, the *Pro Bono* Commission must seek a new *Pro Bono* Associate to take charge of the case in question, who will be appointed following the procedure described in section 4.1.

4.5. Request for additional *Pro Bono* services

If during the provision of the services the *Pro Bono* client requests *Pro Bono* services additional to those included in the initially agreed request for *Pro Bono* services, the process of approval of the case and subsequent assignment of *Pro Bono* Associate exposed in section 4.1. must be carried out. It is therefore possible that the *Pro Bono* Associate assigned for the new service is different.

In any case, whether the *Pro Bono* Associate is maintained or modified, a new *Pro Bono* Services Agreement must be signed between Associate and Client.

4.6. Quality of service

The *Pro Bono* services to be provided by the *Pro Bono* Associate to the client must

meet the same quality standards offered by the *Pro Bono* Associate to its own clients. *Pro Bono* Associates are under an obligation to give the *Pro Bono* client the same dedication, professionalism and commitment that they use on their work for their commercial clients.

4.7. Costs

Clients do not have to pay for routine office expenses such as photocopies, phone calls and correspondence. However, expenses other than routine expenses will be borne by the client, such as costs or charges in obtaining authenticated documents, license formats, filing documents, judicial or administrative requests or complaints, notarial or secretarial expenses, registration, translations, technical reports, international calls, document shipments and travel expenses. In this respect, all *Pro Bono* Associates must do their best to ensure that the costs associated with the case to be assumed by the client are reasonable.

4.8. Termination of *Pro Bono* services

A *Pro Bono* Associate may early terminate the provision of the corresponding services, for any of the following reasons:

- (a) That the *Pro Bono* Associate finds evidence of falsehood in the documents presented by the client,
- (b) That the client, despite the repeated attempts of the *Pro Bono* Associate, does not respond to the communications or does not send the requested documents,
- (c) Refusal of the client to assume the expenses detailed and duly communicated, by the *Pro Bono* Associate in the *Pro Bono* Services Agreement, or
- (d) Client's decision not to continue the matter due to a change in the course of business and/or any other reason.

When any of the causes for early termination detailed above appear, the *Pro Bono* Associate must send to the Commission the corresponding termination letter of *Pro Bono* services (Annex 5), informing the reasons for the early termination, detailing the status of the service at that time, and confirming that, regardless of the reason for termination, as of the date of such decision the agreed services had been fully complied with.

On the other hand, in the event that the client refuses to sign the *Pro Bono* Services Agreement, the Commission will analyze the reasons for such decision in order to determine whether the matter should be definitively closed or seek some solution for the client to finally sign such Agreement.

4.9. Evaluations

The *Pro Bono* services provided by *Pro Bono* Associates will be evaluated within the Association by the *Pro Bono* Commission, which will then report to the Executive Committee, following the guidelines of the *Pro Bono* services evaluation report as stated Annex 6.

4.10. Code of conduct

The actions of the *Pro Bono* Associate in the provision of the corresponding services must be governed by the ethical principles and general rules of professional conduct set forth in the **ASIPI** Statutes and developed by the Association's Code of Professional Ethics.

Consequently, any violation of the aforementioned Code of Ethics by the *Pro Bono* Associate may be brought to and decided by the **ASIPI** Court, in accordance with the provisions established for such purposes by the corresponding regulations of the Association.



Annexes

- Appendix 1: Letter of commitment to provide *Pro Bono* services.
- Appendix 2: *Pro Bono* service request form.
- Appendix 3: *Pro Bono* Services Agreement.
- Appendix 4: *Pro Bono* services report.
- Appendix 5: Letter of termination of *Pro Bono* services.
- Appendix 6: Evaluation of *Pro Bono* services.

Appendix 1

Commitment letter to provide *Pro Bono* services

1. Information of the *Pro Bono* Associate

Name: _____

Surnames: _____

Address: _____

City: _____

Country: _____

Email: _____

Phone: _____

Office or Firm: _____

Detailed description of the Intellectual Property areas in which he/she commits to provide *Pro Bono* services:

2. General Principles

a) With the signing of this letter, the Associate becomes part of the “*Pro Bono* Associates” of **ASIPI**, which means that he/she make themselves available to the Association in order to provide *Pro Bono* services in their country, in the areas of Intellectual Property detailed in the previous numeral.

b) The General Principle is the good will of the *Pro Bono* Associate.

c) In the event that **ASIPI** (through its *Pro Bono* Commission) requests him/her to take charge of a specific case or project, the *Pro Bono* Associate must communicate in writing, within 48 hours, whether he/she accepts or rejects said case.

d) The consecutive rejection of three cases or projects for which his/her services are requested, will be grounds for application of removal from the list of *Pro Bono* Associates. This suggestion will be sent by the *Pro Bono* Commission to the Executive Committee.

e) The *Pro Bono* Associate, once the case has been accepted, agrees to put its best effort in the pursuit and protection of the *Pro Bono* Client’s rights, or in the achievement of the objectives of the particular project.

- f) The *Pro Bono* Associate shall make his/her best effort so that the expenses associated with the case, to be covered by the *Pro Bono* Client, are reasonable.
- g) The *Pro Bono* Associate agrees to be up to date with **ASIFI**'s annuities, until the *Pro Bono* case (s) that have been accepted are completed.
- h) The *Pro Bono* Associate agrees to sign all the documents that are required by **ASIFI** prior, during and after providing their corresponding *Pro Bono* advice, including the Service Agreement, the Service Reports and the Termination Letter.
- i) In case of using the "**ASIFI Pro Bono**" brand, the *Pro Bono* Associate commits to do so in accordance with the terms and conditions established in the following paragraph.

3. Use of the "**ASIFI Pro Bono**" brand

- a) "**ASIFI Pro Bono**" is a mark (hereinafter "the mark") with which it is guaranteed that *Pro Bono* services are provided by active **ASIFI** members who have met all the requirements established in the Regulations of the **ASIFI Pro Bono** Program ("*Pro Bono* Associate").
- b) **ASIFI** will provide the *Pro Bono* Associate with the correct logo to be used for such purposes, together with the **ASIFI** Brand Use Manual, which duly and in detail indicates the permitted brand uses.
- c) The *Pro Bono* Associate may use the mark in their various communication media, whether digital or printed, in order to publicize their collaboration with the **ASIFI Pro Bono** Program and at the same time disseminate it. In any case, **ASIFI** may observe an incorrect use of the mark by the *Pro Bono* Associate and consequently require him/her (and he/she to comply with) the immediate cessation of such use.
- d) Upon termination of their functions as a *Pro Bono* Associate, for whatever reason, the *Pro Bono* Associate will no longer be authorized to use the mark and therefore must immediately cease its use and/or any reference to it.

Appendix 2

Application for *Pro Bono* services

Pro Bono Client

Name: _____

General information (Directory, constitution, etc.): _____

Address: _____

Phone: _____

Email: _____

Name and contact information: _____

Case description

Complete detail of the required services: _____

Counterpart data (if applicable): _____

Relevant information about the case: _____

Annexes (optional): _____

Términos y condiciones del servicio *Pro Bono*

- 1. ASIPI** reserves the right to accept or reject the requested *Pro Bono* case, without expression of cause.
- If the case is accepted, **ASIPI** will appoint a member of its Association (the "*Pro Bono Associate*"), who will be responsible for providing the professional services required by the client (hereinafter "*Pro Bono Client*"), free of charge.
- The *Pro Bono Client* is responsible for covering all the expenses of official fees and incidental costs that arise in the process of providing the service, as well as the routine expenses of document authentication, license formats, document filing, judicial or administrative requests or complaints, notarial or secretarial expenses, translations, technical reports, international or long distance calls, document shipments and travel expenses (when applicable).
- For the purposes of the previous paragraph, prior to starting the provision of the service, the *Pro Bono Associate* will deliver to the *Pro Bono Client* a budget including the estimated expenses (in accordance with what is mentioned in the previous paragraph) and the approximate dates on which they must be paid by the *Pro Bono Client*. The *Pro Bono Client* must accept such budget in order to start the provision

of services. This does not imply that different or higher costs cannot be generated, in which case the *Pro Bono* Associate will previously inform the *Pro Bono* Client for their due approval.

5. The *Pro Bono* Client understands that in a legal process of any nature, the final result is uncertain and for this reason he accepts that, even in those cases with good chances of success, there is a possibility that the result is not the desired one.
6. The *Pro Bono* Client agrees to sign all the documents that are required by **ASIPI** prior, during and after receiving the corresponding *Pro Bono* service, including the Services Agreement and the Termination Letter.

In accordance with the Terms and Conditions of the *Pro Bono* Service detailed here, the *Pro Bono* Client signs this document on of _____ of _____

Pro Bono Client Signature

Evaluation of the case. Part Reserved for *Pro Bono* Commission

Approved by the *Pro Bono* Commission

Rejected by the *Pro Bono* Commission
Comments:

Appendix 3

Pro Bono services agreement

Celebrated, on the one hand, by Mr./Ms. _____ residing at _____, who from now on will be called the *PRO BONO ASSOCIATE* and on the other hand, Mr./Ms. _____, with identity document N° _____ residing at _____, in the name and on behalf of _____, who will hereinafter be called the *PRO BONO CLIENT* (and both hereinafter they will be called “the Parties”), IN SUBJECT OF THE FOLLOWING CLAUSES.

- **First Clause.** The object of this agreement is the provision of professional intellectual property services in *PRO BONO* form according to the following detail (hereinafter the “*Pro Bono Services*”): _____

- **Second Clause.** If additional services to the *Pro Bono Services* are required, **ASIPI** will be ready to discuss the possibility of continuing, modifying or starting a new representation, depending on the case.

- **Third Clause.** The *Pro Bono Associate* will be responsible for providing the *Pro Bono Services* free of charge, that is, without charging the professional fees derived from such services. As provided in the fourth clause, the expenses will be borne by the *Pro Bono Client*, however, the *Pro Bono Associate* commits himself/herself to keep them as low as possible. Likewise, the *Pro Bono Associate* commits himself/herself to make its best efforts in the pursuit and protection of the *Pro Bono Client’s* rights.

- **Fourth Clause.** The *Pro Bono Client* will be responsible for covering all the expenses of official fees and incidental costs that arise in the process of providing the service, as well as the routine expenses of document authentication, license formats, filing of documents, judicial or administrative requests or complaints, notarial or secretarial expenses, translations, technical reports, international or long distance calls, document shipments and travel expenses (when applicable). For these purposes, as Appendix 1, the estimated detail of expenses and approximate dates of payment

thereof, prepared by the *Pro Bono* Associate for the prior knowledge and acceptance of the *Pro Bono* Client, forms part of this document. The *Pro Bono* Client declares to know and accept the expenses detailed in the aforementioned Appendix 1.

- **Fifth Clause.** This does not imply that additional or higher expenses may eventually be generated. If this is the case, the *Pro Bono* Associate will inform the *Pro Bono* Client by written communication and in advance of any additional expenses for their due approval.
- **Clause Six.** The *Pro Bono* Client understands that in a legal process of any nature the final result is uncertain and for this reason he/she accepts that, even in those cases with good chances of success, there is a possibility that the result is not the desired one.
- **Seventh Clause.** The Parties agree to resort to **ASIFI** to act as a mediator in order to resolve any controversy that may arise between them, derived from this agreement.

In proof of conformity, the Parties sign this agreement, in three copies of the same tenor, while **ASIFI** appears and signs as guarantor of the due execution of the agreement and the goodwill of the Parties.

Pro Bono Client

Pro Bono Associate

ASIFI - *Pro Bono* Commission

Appendix 4

Pro Bono services report

Report to be prepared and presented by the *Pro Bono* Associate every four months and / or when required by **ASIPI**, which must contain the information detailed below:

- Place and date: _____
- *Pro Bono* Associate Name: _____
- *Pro Bono* client / subject code: _____
- *Pro Bono* Client / subject name: _____

- 1) Updated status of the matter.

- 2) Work done and progress that has been done since the last update or since the advisory services were accepted.

- 3) Problems or inconveniences arisen in relation to the matter, stating the consequent details if applicable.

- 4) Next stages of the service.

- 5) Last date of contact with the *Pro Bono* Client.

- 6) News regarding new parties or additional matters that have arisen subsequently, as well as other types of actions that have been carried out to maintain the viability of advice and representation.

- 7) Additional comments, including questions from the client or possible scenarios that the client may bring to legal advice.

Pro Bono Associate Name:

Signature:

Appendix 5

Termination letter of *Pro Bono* services

Letter to be prepared and addressed by the *Pro Bono* Associate to the **ASIFI** *Pro Bono* Commission, once the *Pro Bono* service is completed, which must include the following information. Once received, **ASIFI** must also have it signed by the *Pro Bono* Client as a sign of agreement:

Place and date: _____

Pro Bono Associate Name: _____

Pro Bono client / subject code: _____

Pro Bono Client / subject name: _____

Option one: Through this letter I inform that I have concluded the provision of the services detailed here provided to the *Pro Bono* Client of the reference: (description of the services).

As a summary and conclusions of the case, I comply with reporting the following: (descriptive summary of the case and the conclusions)

The following documents are attached hereto, which verify what is reported here:

Consequently, I hereby formally terminate the provision of my *Pro Bono* services in the case of the referral.

I remain available for any questions or additional information that you may require in this regard.

Sincerely,

Signature and name of the *Pro Bono* Associate:

As a sign of agreement, the *Pro Bono* Client signs this letter:

Date:

Signature and name of the *Pro Bono* Client:

- **Option two:** (we will write it properly when a case of this type is appears for the first time):

I hereby inform you that I have decided to unilaterally terminate the provision of *Pro Bono* services in the case of the referral.

The reasons that have determined such a decision are the following: (detail the reasons for the termination of the service that may be due to non-payment of fees, failure to deliver timely information / documents by the client and any other infringement arising of the commitment letter).

The work that pending to date is the following:

I remain available for any questions or additional information that you may require in this regard.

Sincerely,

Signature and name of the *Pro Bono* Associate:

Appendix 6

Evaluation of *Pro Bono* services

Evaluation report that will be prepared by a member of the *Pro Bono* Commission for the purpose of presenting to the CE, in addition to keeping a proper record of the case. It must include the information detailed below:

- Place and date: _____
- Name of the evaluating member of the *Pro Bono* Commission: _____
- *Pro Bono* Associate Name: _____
- *Pro Bono* client / subject code: _____
- *Pro Bono* Client / subject name: _____

Assign a score from 1 to 5 (1 = bad, 5 = excellent) that evaluates the performance of the lawyer in the various areas related to his service, such as, for example:

- 1) Drafting of documents: _____
- 2) Compliance with deadlines: _____
- 3) Knowledge of the subject: _____
- 4) Relationship with the client: _____
- 5) Relationship with the *Pro Bono* Commission: _____
- 6) Compliance with the delivery of reports required by **ASIPI**: _____
- 7) Others: _____

Report other aspects of the service and of the *Pro Bono* Associate that are considered necessary:

Evaluator's name:

Signature:



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PRO BONO



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