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**Memorandum of Understanding  
Between  
The Department of Industrial Policy & Promotion  
Ministry of Commerce & Industry, Republic of India  
And the European Patent Office (EPO)  
On Cooperation in the field of capacity building, human resource  
development and awareness generation**

The Department of Industrial Policy & Promotion, Ministry of Commerce & Industry, Government of India (hereinafter referred to as "the DIPP") on the one part and the European Patent Office (EPO) (hereinafter referred to as "EPO") on the other part,

Recognizing the need to build capacity on Intellectual Property Rights issues on patents and considering the development dimension of intellectual property have reached the following understanding:-

**Title 1**

**Purpose**

**Article 1**

The purpose of this Memorandum of Understanding (hereinafter referred to as MoU) is to establish a framework for bilateral structured co-operation between the Parties in the field of patents as outlined in the subsequent articles, in accordance with their respective responsibilities and obligations in this area.

**Article 2**

The Parties agree to co-operate in the further development of the patent system, both in India and in Europe, particularly by means of technical co-operation and exchange of best practices in the areas of the patent examination, administration and information.

**Title 2**

**Specific Areas of Cooperation**

The Parties shall implement biennial work plans comprising co-operation projects and activities principally, but not exclusively, in the following areas:

**Article 3 Patent examination and administration**

The Parties intend to exchange best practices in patent search, classification, examination, quality assurance and processing of PCT international applications with a view to improving quality and efficiency in the respective systems.

#### **Article 4 Training and development of human resources**

The EPO shall support IP India in the training and development of its human resources, primarily by means of EPO expert missions to India, study visits of IP India officials to the EPO as well as through the participation of IP India officials in the training courses organised by the European Patent Academy.

Training shall be undertaken according to the train-the-trainers principle, ensuring sustainability and transfer of knowledge.

The Parties may agree to undertake joint training activities for IP stakeholders both in India and in Europe.

#### **Article 5 Automation**

The Parties intend to collaborate in modernising and enhancing their respective information technology systems with a view to improving quality and efficiency in the patent procedures. To this end, the Parties shall exchange best practices and share tools and technologies taking into account the requirements of both offices.

In particular, the Parties may grant access to each other's automation and information technology systems on mutually agreed terms and conditions, including search tools such as EPOQUE, Net and Global Patent Index (GPI). The Parties shall explore possibilities of updating the respective information technology systems in their offices, in order to optimise data exchange, mutual access to databases and administration procedures (PCT) electronic filing.

For this purpose, the Parties may exchange information on their respective automation policies, strategies, and plans for the development or implementation of information technology systems in their institutions.

#### **Article 6 Patent information and data exchange**

The Parties agree to make more complete and better-quality patent information available to their examiners and the general public.

The Parties shall set up an automated procedure for exchanging patent information by electronic means. The data to be exchanged shall be as comprehensive as possible including bibliographic data, images and full text of published patent applications and granted patents, citations, legal status data, etc.

Regular technical meetings between the Parties shall be held to review the list of data exchanged and to ensure that it is complete, of a high quality and delivered in a timely manner.

Furthermore, the Parties endeavour to assist each other in promoting the use of patent information through seminars, outreach activities, information materials, as well as the dissemination of specialised patent information products via web-based online applications.

**Article 7 IP awareness and innovation**

The Parties may cooperate in the undertaking of activities which will raise awareness of the importance of IP in all sectors of society. This could include the joint organisation of seminars, symposia, workshops and training programmes for stakeholders such as inventors, scientists, researchers, entrepreneurs, academics, lawyers, IP professionals and civil servants.

These activities shall be co-ordinated, where appropriate, with other partners and stakeholders such as government agencies, universities, chambers of commerce, etc.

The Parties may organise joint seminars and conferences in India and Europe to raise awareness of their respective patent systems among local stakeholders.

**Title 3**

**JOINT COMMITTEE**

**Article 8 Formation and terms of reference**

The Parties agree to set up a Joint Committee to monitor the co-operation activities resulting from the MoU and to facilitate an exchange of views on any point of interest for the two Offices. The Joint Committee will approve the Biennial Work Plan, monitor and evaluate the cooperation activities carried out.

**Title 4**

**Article 9 Biennial Work Plans**

The Parties will jointly prepare Biennial Work Plans (hereinafter referred to as BWP) that will set out the specific co-operation activities to be carried out in each biennium.

Each BWP will include a detailed planning for carrying out of the co-operation activities including objectives, scope of the action, assignment of resources, projected costs and their distribution, time schedule and any other information deemed necessary.

Each BWP does not necessarily need to include activities in all of the co-operation areas specified in Title 2 of this MoU.

**Article 10 Funding**

The implementation of each activity under this MoU shall be subject to the availability of the required funds in the annual budgets which the respective Parties have available for co-operation activities.

Final Provisions

Article 11 Entry into Force

This MoU will enter into force on the day following the date of its signature

Article 12 Amendments

This MoU may be amended by mutual agreement by the Parties, formalised by an exchange of letters specifying the date of entry into force.

Article 13 Settlement of Disputes

Any dispute which may arise in connection with the interpretation or enforcement of this MoU shall be settled by mutual consultation and agreement between the Parties.

Article 14 Duration and termination

This MoU has duration of four (4) years and may be renewed, subject to the Parties' mutual understanding. Both parties shall endeavour to start the process for renewal at least 6 months before the expiry of this MoU.

Either Party may terminate its participation under this Memorandum of Understanding at any time but it should endeavour to provide at least 90 calendar days' written notice to the other Party.

In case of termination of this MoU, the Parties may agree to continue co-operation activities already initiated under the current BWP. For this purpose the Parties have to agree in writing the details for such continuation of activities, which cannot be presumed or agreed implicitly.

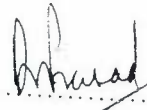
In Witness whereof the undersigned being duly authorised thereto have signed this MoU at \_\_\_\_\_ on 23.09.2014 in two originals in the English language.



For European Patent Office

Mr Benoit Battistelli  
President of the European Patent Office

Date: 23.09.2014  
Place of Signature:



For the Government of India

Mr. D.V. Prasad  
Joint Secretary  
Department of Industrial Policy  
and Promotion, Ministry of  
Commerce and  
Industry, Government of India

Date: 21/09/2014  
Place of Signature: N. DELHI