

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEPARTMENT FOR PROMOTION OF INDUSTRY AND INTERNAL
TRADE, MINISTRY OF COMMERCE AND INDUSTRY, GOVERNMENT OF
THE REPUBLIC OF INDIA
AND
THE ECONOMIC AND FOOD SAFETY AUTHORITY OF THE MINISTRY OF
ECONOMY, PORTUGUESE REPUBLIC
CONCERNING COOPERATION IN THE FIELD OF INDUSTRIAL AND
INTELLECTUAL PROPERTY RIGHTS**

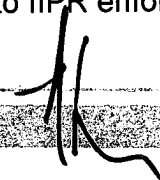
The Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Government of the Republic of India and the Economic and Food Safety Authority of the Ministry of Economy (ASAE), Portuguese Republic, hereinafter referred jointly as the "Signatories", and "Signatory", when referred to as individually,

CONSIDERING the will to enhance the existing friendly relations between the people and the Governments of the Republic of India and the Portuguese Republic;

CONSIDERING the importance of industrial and intellectual property (IIP) and its impact on the industrial development and on other vital sectors of socio-economic importance;

WISHING to establish a mutually supportive relationship between them, with a view to establish appropriate arrangements for cooperation between the DPIIT and ASAE, in matters relating to Industrial and Intellectual Property Rights (IIPRs) so as to contribute towards enhancement of capabilities of the Signatories;

CONSCIOUS of the importance of streamlining the procedures related to processing of Intellectual Property Rights (IPR) applications, fostering IIP awareness, encouraging IPR commercialization and streamlining the procedures related to IIPR enforcement;



RECOGNIZING the need to expand and strengthen the IPR systems by working together to promote innovation, creativity and technological advancement, for mutual advantage; and

DESIRING for further bilateral cooperation between the Signatories to strengthen existing IPR systems by establishing a mechanism for regular exchanges of information and best practices and to jointly undertake training and other cooperative activities,

Have reached the following understanding:

CLAUSE-1


OBJECTIVE

1. The purpose of this Memorandum of Understanding (hereinafter referred to as "MoU") is to provide the guidelines for the development and furthering of the cooperation between the Signatories in the field of IIPRs.
2. Within the framework of this MoU, the Signatories will further enhance exchanges and cooperation in the field of IIPRs.
3. The Signatories may implement mutually beneficial cooperation projects and activities in this regard.

CLAUSE-2

MODALITIES OF COOPERATION

Cooperation between the Signatories may be implemented through biennial Work Plans in the following areas subject to consultations between the Signatories:

- a) **Capacity building:** Exchange of best practices in the field of examination and disposal of IIPR applications;
 - b) **Human resource development:** Collaboration in training programs, exchange of experts, and technical exchanges;
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- c) **Information technology:** Sharing information and experience in the development and utilization of information technology by the Signatories;
- d) **IIP awareness:** Sharing of best practices, experiences and knowledge on IIP awareness and outreach activities; generation of IIP awareness among the stakeholders, including educational institutions, Small and Medium Enterprises (SMEs) and Startups;
- e) **Commercialization and enforcement:** Sharing of experiences and best practices in respect of IIPR commercialization and enforcement;
- f) **Exchange of documentation:** Cooperation with regard to IIP information, including exchange of data related to IIPR applications and development of IIP information services for the public;
- g) The Signatories may agree to cooperate in other areas with mutual consent.

CLAUSE-3

WORK PROJECTS

The Signatories will jointly draw up a work plan, which will set out the specific aspects of their collaboration in accordance with Clause-2 of this MoU.

CLAUSE-4

FOLLOW-UP MECHANISM

The Signatories may agree to annually evaluate the matters derived from the implementation of this MoU.

CLAUSE-5

CONFIDENTIALITY

Either Signatory should not disclose or distribute any confidential information with third parties that is supplied from the other Signatory in the conduct of

cooperative activities under the present MoU, except as and to the extent authorized in writing to do so by the other Signatory.

CLAUSE-6

COMPETENCE

The cooperation activities will be executed by the Signatories in full compliance of their respective laws, regulations and directives applicable within their respective jurisdictions.

CLAUSE-7

FINANCING

All expenses and costs incurred under this MoU shall depend upon the availability of Signatories' budget and must be in accordance to their respective Organic Laws and internal laws of the State.

CLAUSE-8


DISPUTE SETTLEMENT

Any dispute which may arise in connection with the interpretation or application of this MoU will be settled by mutual agreement between the Signatories in a friendly manner.

CLAUSE-9

AMENDMENT

Any amendment to this MoU will be done by mutual written consent of the Signatories, which will produce its legal effects pursuant to Clause 10(1) of this MoU.



CLAUSE-10

DURATION AND TERMINATION

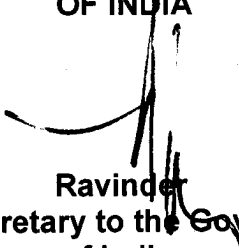
1. This MoU will come into force on the date of its signing by the Signatories.
2. This MoU shall remain in force for four years and thereafter will be automatically renewable for successive periods of four (4) years, unless either Signatory gives written notice, at least 90 calendar days prior to its expiry date through diplomatic channels, of its intention to terminate this MoU.
3. Termination of this MoU will not affect the implementation of any on-going activities or projects, unless both Signatories mutually decide otherwise.

IN WITNESS WHEREOF the undersigned being duly authorized by their respective Governments have signed this MoU.

Signed at New Delhi, on the 14th of February of 2020, in two originals each, in English, both texts being equally authentic.

**FOR THE DEPARTMENT FOR
PROMOTION OF INDUSTRY AND
INTERNAL TRADE, MINISTRY OF
COMMERCE AND INDUSTRY,
GOVERNMENT OF THE REPUBLIC**

OF INDIA


**Ravinder
Joint Secretary to the Government
of India**

**FOR THE ECONOMIC AND FOOD
SAFETY AUTHORITY, MINISTRY
OF ECONOMY, PORTUGUESE
REPUBLIC**


**Carlos Pereira Marques
Ambassador of Portugal to India**