

MEMORANDUM OF UNDERSTANDING BETWEEN THE DEPARTMENT OF INDUSTRIAL POLICY AND PROMOTION, MINISTRY OF COMMERCE AND INDUSTRY, GOVERNMENT OF THE REPUBLIC OF INDIA AND THE INTELLECTUAL PROPERTY OFFICE OF THE UNITED KINGDOM FOR COOPERATION IN THE FIELD OF INTELLECTUAL PROPERTY

The Department of Industrial Policy and Promotion, India and the Intellectual Property Office of the United Kingdom (UK IPO), (hereinafter collectively referred to as the "Parties", and individually as the "Party");

CONSIDERING the will to enhance the existing friendly relations between the people and governments of the United Kingdom and the Republic of India;

DESIRING to reconfirm their cooperative partnership to promote economic and technological exchange;

RECOGNISING the need to expand and strengthen their national Intellectual Property (IP) systems by working together to promote innovation, creativity, technological advancement, exchange of best practices and fostering IP awareness for mutual advantage;

CONSCIOUS of the importance of improving the quality and efficiency of procedures for patents, trademarks, industrial designs and Geographical Indications, and fostering IP awareness;

Have reached the following understanding:

I. OBJECTIVE

The objective of this Memorandum of Understanding (hereinafter referred to as "MoU") is to establish a wide ranging and flexible mechanism for developing and furthering cooperation activities between the Parties in the field of Intellectual Property (IP) and information technology services related to this field.

II. AREAS OF COOPERATION

The Cooperation activities referred to in this MoU may be carried out in the following areas:

- a) Exchange of best practices, experiences and knowledge on IP awareness among the public, businesses and educational institutions of both countries;
- b) Collaboration in training programmes, exchange of experts, technical exchanges and outreach activities as maybe specified in the Biennial Work Plan agreed between the Parties at a later date;

- c) Exchange and dissemination of best practices, experiences and knowledge on IP with the industry, universities, R & D organisations and Small and Medium Enterprises (SMEs) through participation in programs and events in the matter, organized singly or jointly by the Parties;
- d) Exchange of information and best practices on processes for disposal of applications for patents, trademarks, industrial designs and Geographical Indications, as also the protection, enforcement and use of IP rights;
- e) Cooperation in the development of automation and implementation of modernization projects, new documentation and information systems in IP and procedures for management of IP;
- f) Cooperation to understand how Traditional Knowledge is protected; and the exchange of best practices, including traditional knowledge related databases and awareness raising of existing IP systems;
- g) Other cooperation activities as may be decided by the Parties with mutual understanding.

The operation of this MoU does not obligate the Parties to develop projects in all of the areas and modalities of cooperation contemplated in this Paragraph.

III. COMPETENCE

The Parties will execute the cooperative activities in full compliance with their respective jurisdictions, applicable laws and international treaties on the matter.

IV. WORK PLANS

The Parties agree to set up a Joint Coordination Committee to draw up biennial Work Plans that will set out the specific aspects of their collaboration according to Paragraph II of this MoU.

Each Work Plan will include forecasts concerning the performance of cooperation activities, including specifications on the scope, management, assignment of resources, exchange of human resources, time schedule and any other information deemed necessary by the Parties.

V. MONITORING MECHANISM

The Parties will make their best efforts to meet as often as they agree, in accordance with the requirements, in order to evaluate matters derived from the implementation of this MoU after receiving the report from the Joint Coordination Committee.

VI. FUNDING

The Parties will finance the cooperation activities with the resources assigned in their respective budgets, subject to their availability, budgetary appraisal and the provisions of their national legislation.

The Parties agree that all expenses arising from cooperation activities under this MoU will be funded as mutually agreed between the Parties, except when alternative funding mechanisms are available for specific activities, as deemed appropriate by the Parties.

In the specific case of the exchange of personnel, the Parties will establish in writing the terms and conditions that will be applicable to this activity.

VII. INFORMATION SHARING AND PUBLICATIONS

The Parties will freely exchange information within the framework of this MoU, with the exception of such cases where the national legislation or the Party providing such information, has set restrictions on its use or disclosure.

In case the information shared by a Party is confidential, the other Party shall be informed about such nature of the information in writing. In the absence of any such communication, Parties shall not be bound to treat the information shared under this MoU as confidential.

Under no circumstances, restricted information will be transferred by either Party to a third party, without prior written consent of the other Party

The information resulting from the implementation of work plan, will be published or divulged to third parties, only with prior written consent by the other Party.

VIII. LEGISLATION AND INTERNATIONAL AGREEMENTS

This MoU between the Parties will be subject to all applicable laws and regulations in their respective countries. This MoU shall not affect the rights and obligations of the Parties acquired under existing agreements or memoranda in which the Parties are already involved.

IX. DISPUTE SETTLEMENT

Any dispute which may arise in connection with the implementation, interpretation or application of this MoU will be settled amicably between the Parties through mutual consultations

X. LABOUR RELATIONS

In order to develop the cooperation activities set out in this MoU, the personnel assigned by either Party will remain under the direction and authority of the institution to which they belong, and therefore no employment relationship will be created with the other Party, who, under no circumstances whatsoever, will be considered to be a substitute employer.

The Parties will facilitate movement and stay in their respective countries, of the Assigned personnel who are officially involved in cooperation projects under this MoU. The facilitation is in terms of assistance through competent authorities, but shall not entail any expenditure on behalf of the Participants of the host country, unless agreed to specifically for any particular activity. The assigned personnel will be subject to applicable immigration, customs, tax, health-sanitary and national security provisions in the host country and will not be able to participate in any other activity that does not correspond to their functions. The assigned personnel will leave the host country in accordance with its laws and regulations.

XI. FINAL PROVISIONS


- a) This MoU will come into effect on the day of its signature and will remain in force for a period of four (04) years. After the said initial period, the MoU will be automatically extended for further periods of four years each, unless one of the Parties notifies the other Party of its intention to terminate the MoU, by sending a notice in writing at least 90 calendar days before the end of the then-current four-year period.
- b) This MoU may be amended by the joint decision of the Parties, formalised by an exchange of written communications, specifying the date of its entry into force.
- c) Either Party shall communicate with the other, with at least ninety (90) days notice, of its decision to end its participation in this MoU.
- d) The early termination of the cooperation under this MoU will not affect the completion of any cooperative measures that were decided under the Work Plan whilst the cooperation was ongoing.
- e) This MoU is not intended to create any legally binding obligations or corresponding rights for the Parties under international law.

In Witness Whereof, the undersigned being duly authorized by their respective Governments have signed this MoU.

Signed in New Delhi, on the Seventh day of November 2016, in two original copies each, in English and Hindi languages, both texts being equally authentic. In case of divergence in interpretation, the English text shall prevail.



(RAJIV AGGARWAL)
JOINT SECRETARY
FOR THE DEPARTMENT OF
INDUSTRIAL POLICY AND
PROMOTION, MINISTRY OF
COMMERCE & INDUSTRY
GOVERNMENT OF THE REPUBLIC
OF INDIA



(ADAM WILLIAMS)
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