

**MEMORANDUM OF UNDERSTANDING  
ON BILATERAL CO-OPERATION**

**between**

**THE EURASIAN PATENT OFFICE OF THE EURASIAN PATENT ORGANIZATION (EAPO)**

**and**

**THE EUROPEAN PATENT OFFICE (EPO)**

The Eurasian Patent Office (EAPO) and the European Patent Office (EPO), hereinafter referred to as "the Parties",

CONSIDERING the value and importance of Industrial Property (IP) in general and patents in particular for the development of the economy and the exchange of technology;

RECOGNISING the need to promote, improve and strengthen the national and regional industrial property systems with a view to providing an effective response to the challenges created by the introduction of new technologies;

DESIRING to further develop the co-operation arrangements between the EAPO and the EPO in order to meet the challenges of the new century, and also to promote economic exchange between Europe and the countries of the Eurasian Region;

and

TAKING into consideration the development dimension of industrial property

Have agreed as follows:

## **1. PURPOSE**

The purpose of this Memorandum of Understanding is to establish a wide-ranging and flexible mechanism for guiding and furthering the co-operation activities between the Parties in the industrial property field, in accordance with the responsibilities of the two Parties in this area.

Accordingly, the Parties agree to co-operate in the development and expansion of the patent system in Asia and Europe.

In so far as possible, to avoid conflict of activities, the co-operation activities will be carried out in co-ordination with other co-operation programmes that the Parties may have arranged with member states of the European Patent Organisation or the European Commission, the Office for Harmonisation in the Internal Market (OHIM) or the World Intellectual Property Organisation (WIPO).

## 2. SPECIFIC AREAS OF CO-OPERATION

The Parties intend to develop annual work programmes of co-operation activities as specified in Section 3 of this Memorandum of Understanding, principally covering the following areas:

### 2.1 IP Awareness

The Parties aim to co-operate in the creation and implementation of services which will raise awareness of the importance of industrial property in all sections of society and which will foster the image of the EAPO and the EPO as administrative authorities.

This may include the joint organisation of seminars, symposia and training programmes, aimed at specialists of intellectual property offices and other stakeholders of industrial property like inventors, scientists, researchers, small and medium-sized enterprises, teachers, students, lawyers, IP professionals as well as civil servants working in areas related to industrial property.

The EAPO may, as and when required, bring in other partners from the Eurasian Region in the organisation of these activities.

The EPO may also invite EAPO specialists to participate in seminars and conferences for stakeholders of industrial property like inventors, scientists, researchers, SMEs, teachers, students, lawyers, IP professionals organized by EPO in other regions of the world in order to improve awareness and foster the image of the Eurasian regional system.

### 2.2 Training and Development of Human Resources

The EPO intends to finance, within its available means, the participation of EAPO officials in the seminars and trainings organised by the EPO, its European Patent Academy or other organisations including seminars and trainings within the framework of joint implementation of projects in the field of automation. The number of seminars and participants will be agreed by the Parties in the annual work programmes mentioned in Section 3 of this Memorandum of Understanding.

The EPO may render assistance in the organization of visits for EAPO specialists to patent offices of States Party to the EPC for exchange of experience.

### 2.3 Patent Procedure

The EPO will endeavour to provide assistance and advice on developing and improving the EAPO's patent processes taking into account the requirements of the EAPO.

### 2.4 Automation

The EPO intends to provide advice and support for the automation of the industrial property administration processes, taking into account the requirements of the EAPO, international trends and the projects developed by the Trilateral Offices (EPO, JPO and USPTO) and in particular Agreement 2006/1116 EPOQUE Net Full production access to EAPO, Agreement 2003/1088/C Patnet 2 - Memorandum of Agreement and Co-operation Agreement No 1119/2006 on the implementation of the "Toolbox-EPTOS" system at the Eurasian Patent Office.

The Parties intend to continue their efforts towards the improvement of the compatibility of the information technology systems in order to facilitate the exchange of information and mutual access to the respective databases.

## 2.5 Data exchange

The Parties may exchange the available information on both patent applications and granted patents for use by examiners of the EAPO and National Patent Offices for the enrichment of the EAPO database, as accessible via EAPATIS, and on the side of the EPO for the enrichment of its worldwide database, as accessible via esp@cenet.

This exchange of information will be carried out in electronic form, when possible in the formats WIPO ST 36. The Parties will consider the move to exchange data using FTP where appropriate and possible.

The EAPO shall expand the content of data sent to the EPO by providing information on legal status of Eurasian patents, further expansion may also be made according to the workplan to be drawn up.

The EPO will consider providing, in so far as possible, access to its patent databases, and supply the ESPACE series CD-ROMs. The type and number of ESPACE CD-ROMs will be agreed by the Parties in the annual work programmes mentioned in Section 3 of this Memorandum of Understanding.

The EAPO will consider to provide access to EAPATIS for National Patent Offices of States Party to the EPC at their request.

## 2.6 Common Co-operation Measures

### Regional events

Drawing on the EAPO's expertise and infrastructure, the EPO may organise regional co-operation activities in the Eurasian Region, including courses and seminars attended by staff from various countries and study visits to the EAPO by staff from the industrial property offices of other countries.

### Consultants

The Parties may request for the assistance of each others staff to act as consultants for expert missions, or as instructors or speakers at seminars and courses in countries of the Eurasian region or in third countries.

### Technical assistance

The EAPO is ready to provide methodical and technical assistance to small and medium sized patent offices of third countries based on EAPO specialized information systems to improve effectiveness of information support of offices, namely:

- Systems of search and selection of reference patent and non-patent documentation quoted in international search reports;
- Systems of unified search and access to patent documentation in collections presented on machine-readable carriers (CD-ROM/DVD) and Internet databases.

### **3. WORK PROGRAMMES**

The Parties intend to jointly draw up annual work programmes that will set out the specific aspects of their collaboration on items 2.1 to 2.6 of Section 2 of this Memorandum of Understanding, detailing the activities planned for each year.

Each working programme should include forecasts concerning the carrying out of the cooperation activities and should take into account specifications on the scope, administration, assignment of resources, exchange of personnel, total costs and their distribution, time schedule and any other information deemed necessary.

### **4. CO-OPERATION ACTIVITIES OVERVIEW**

Each Party will appoint a Co-ordinator whose role will be to follow up the co-operation activities arising from this Memorandum of Understanding and to evaluate the implementation of the annual work programmes.

### **5. FUNDING OF THE CO-OPERATION**

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The implementation of each activity falling under this Memorandum of Understanding shall be subject to the availability of the funds required to finance it in the annual budgets of the Parties devoted to co-operation activities, as well as the availability of the other necessary means and resources.

### **6. STATUS OF DEDICATED STAFF**

Staff assigned by either Party to co-operation activities related to this Memorandum of Understanding shall 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, which will not under any circumstances be considered to be a substitute employer.

### **7. SETTLEMENT OF DISPUTES**

Any dispute that may arise in connection with the interpretation or implementation of this Memorandum of Understanding will be settled by mutual agreement between the Parties, failing which either Party may terminate the Memorandum of Understanding without notice period, without prejudice to the possible application of the last paragraph of Section 8.

### **8. DURATION**

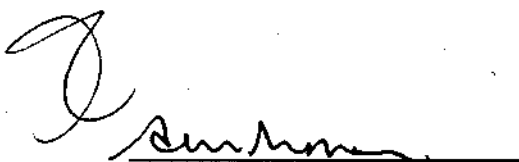
This Memorandum of Understanding will start on the date of signature and will have a duration of 5 (five) years, renewable for further periods of the same duration subject to prior review and express written agreement between the Parties.

This Memorandum of Understanding may be amended by mutual agreement by the Parties, formalised by an exchange of letters specifying the starting date of the amendments.

Either Party may terminate this Memorandum of Understanding at any time by giving at least 90 (ninety) calendar days' written notice to the other Party.

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

For the European Patent Office



Alison Brimelow  
President



05.05.08

Place, date



Europäisches Patentamt  
European Patent Office  
Office européen des brevets  
✉ D-80298 München

For the Eurasian Patent Office.

Alexander Grigoriev  
President

Moscow 16.05.2008

Place, date