Memorandum of Understanding
on Bilateral Co-operation
between
the Eurasian Patent Office (EAPO)
and
the European Patent Office (EPO)
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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 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 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 Europe and Asia.
2. Common co-operation objectives

The Parties will pursue the following common co-operation objectives:

- improvement of the respective patent systems, as an appropriate tool to foster innovation driven economies
- enhanced quality and efficiency of patent search and examination operations
- improved access to patent information and public dissemination thereof
- increased use of the Patent Cooperation Treaty (PCT) as a consequence of raising awareness of the inherent benefits of the system and training provided in the best use of its procedures
- further deepen the trust and collaboration between the Parties with a view to elevating the co-operation to a strategic level

3. Common co-operation principles

The Parties' intention is:

- to build a mutually beneficial long-term relationship and to become strategic partners in the further development of the global patent system
- to develop programmes of activities with clear operational objectives and evaluation criteria, which take into account the needs of both Parties
- to develop programmes of activities guided by the principles of partnership and reciprocity to be implemented on a cost-sharing basis
- to undertake activities aimed at improving the efficiency and quality of the global IP system in the interest of the wider user community
- whenever appropriate, to enable participation from other intellectual property offices from the Eurasian and European regions in the co-operation activities organised by the Parties

4. Specific areas of co-operation

The Parties intend to develop biennial work plans of co-operation activities as specified in Section 5 of this Memorandum of Understanding, principally covering the following areas:

4.1 Patent Examination and Administration Procedures

4.2 Human Resources Development

4.3 Automation

4.4 Patent databases and data exchange

4.5 Common Co-operation Measures
Regional events

Drawing on the EAPO's expertise and infrastructure, the EPO may organise regional co-operation activities in the European and Eurasian region, including courses and seminars attended by staff from the intellectual property offices of other countries.

Consultants

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

5. Work plans

The Parties intend to jointly draw up biennial work plans that will set out the specific aspects of their collaboration on items 4.1 to 4.5 of Section 4 of this Memorandum of Understanding, detailing the activities planned for each year.

Each work plan should include estimates concerning the implementation of the co-operation activities and specifications on the scope, administration, assignment of resources, personnel, total costs and their distribution, time schedule and any other information deemed necessary. It should contain a detailed analysis and definition of the foreseen activities, and be targeted towards the attainment of the common co-operation objectives specified in Section 2. It should include clear operational objectives and evaluation criteria.

6. Co-operation activities overview

Each Party will appoint a Co-ordinator who will be in charge of the implementation, monitoring and evaluation of the co-operation activities derived from this Memorandum of Understanding. The Co-ordinator will, furthermore, act as the primary interface for all communications between the Parties and co-ordinate any bilateral exchange and/or activity resulting from this Memorandum of Understanding.

7. Funding of the co-operation

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.
8. 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.

9. Amendments

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

Work plan(s), even if signed by both Parties, cannot amend this Memorandum of Understanding. In case of conflict between work plan(s) and the provisions of this Memorandum of Understanding, the latter will prevail.

10. 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 11.

11. Duration

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

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 biennial work plan. For this purpose the Parties have to agree in writing the details for such continuation of activities, which cannot be presumed or agreed implicitly.
12. Languages

This Memorandum of Understanding is signed in two originals in the English and Russian languages. In the event of conflict between the two language versions, the English version shall prevail.

For the European Patent Office

Benoit Battistelli
President of the European Patent Office

24.09.2013 Geneva
Place, date

For the Eurasian Patent Office

Alexander Grigoriev
President of the Eurasian Patent Office

24.09.2013 Geneva
Place, date