MEMORANDUM OF UNDERSTANDING BETWEEN THE EURASIAN PATENT ORGANIZATION AND THE WORLD INTELLECTUAL PROPERTY ORGANIZATION IN THE AREA OF PATENT INFORMATION AND DISSEMINATION OF PATENT DOCUMENTS

The Eurasian Patent Organization (hereinafter referred to as "EAPO"), having its headquarters in Moscow, Russian Federation, and the World Intellectual Property Organization (hereinafter referred to as "WIPO") having its headquarters in Geneva, Switzerland (hereinafter referred to as the "Parties"),

Considering that strengthening cooperation between the Parties through exchange of intellectual property (hereinafter referred to as IP) information (in particular, industrial property information) will be mutually beneficial and give impetus to the technological and economic progress at the national, regional and international level;

Desiring to promote cooperation between the Parties in the furtherance of the common goals to develop global IP infrastructure, including global IP databases (in particular, industrial property databases) as public information goods to be accessible for promoting innovation and creativity;

Recognizing the considerable progress that has been made by EAPO and by WIPO in the provision of online services to patent information users worldwide;

Considering that partnership between the Parties can substantially increase awareness of the importance of IP infrastructure modernization in their respective Member States;

Have agreed to enter into this Memorandum of Understanding (hereinafter referred to as "the MoU"), as follows:

1. Exchange of Patent Information

1.1 Subject to paragraph 1.8, EAPO is willing to provide to WIPO the following information:

(a) data pertaining to Patent Cooperation Treaty (PCT) applications from EAPO entering the regional phase and filed with EAPO ("EAPO PCT applications"); and/or

(b) data pertaining to regional patent applications, not being EAPO PCT applications, filed with EAPO ("Regional Patent applications")
1.2 The aforesaid information will be provided by electronic transmission in a mutually acceptable format, so that technical patent information on EAPO PCT applications and Regional Patent applications can be easily accessible through WIPO PATENTSCOPE® Search Service by information users worldwide.

1.3 Full specifications and other information about the Regional Patent applications and the PCT applications will be made available to the users of WIPO's online search services via the Eurasian Patent Information System (EAPATIS) through a technical interface to be agreed between the Parties.

1.4 The Parties shall separately agree in writing on specifications and other details pertaining to the exchange of EAPO PCT applications and Regional Patent applications.

1.5 EAPO will allow WIPO to reformat or reproduce the data on the EAPO PCT applications and the Regional Patent applications to make it compatible for inclusion and use within the framework of WIPO PATENTSCOPE® Search Service. WIPO shall not, without the prior written consent of EAPO, use the said data for purposes other than in connection with the functioning and operation of WIPO PATENTSCOPE® Search Service, or any other that may replace it in the future, such as statistics, patent analyses and other uses of patent information, unless otherwise agreed upon by the Parties.

1.6 Subject to paragraph 1.8, WIPO is willing to provide EAPO with the access to complete weekly collections of published PCT international applications and to the latest bibliographic data and documents contained in the files of PCT international applications by electronic transmission in a mutually acceptable format. WIPO will also allow EAPO to reformat, reproduce, and/or redistribute the said information subject to the Terms and Conditions for the Use or Published International Patent Application Data, published on the WIPO website. In the event of conflict between the provisions under this MoU and the Terms and Conditions, the provisions of this MoU shall prevail.

1.7 Information that is contemplated under Article 1 shall be provided by the Parties at such frequency as may be mutually agreed. Notwithstanding anything to the contrary, such information shall be provided by the Parties free of any charges.

1.8 Notwithstanding anything to the contrary, the Parties' obligations under Article 1 to send, receive and exchange information and data shall be contingent upon the establishment of mutually acceptable formats, systems and platforms to facilitate such sending, receipt and exchange of information. In accordance with this MoU, EAPO and WIPO shall enter into discussions in regards to the identification, development and implementation of such formats, systems and platforms.

2. Development of Language Tools

The Parties will cooperate, through exchange of data and technical assistance, in the creation of cross-language search tools to support Russian speaking users of patent information systems. Modalities of such cooperation will be determined by mutual consent of the Parties.

3. Access to Scientific and Technical Information

The parties will cooperate in providing access to data banks of scientific and technical information. Modalities of such cooperation will be determined by mutual consent of the Parties.
4. Training in Patent Information

The Parties will cooperate in the organization of symposia, seminars, workshops and other training programs in the area of patent information to address particular needs and requirement of users in their respective Member States.

5. Modification

The MoU may be modified by mutual consent of the Parties, expressed in writing.

56. Entry into Force, Duration and Termination of the MoU

The MoU will become effective upon signature by the Parties. The duration of the MoU is not limited. Either Party may terminate the MoU, subject to six months' written notice.

7. General Terms

Any controversy or conflict arising out of or relating to the interpretation or application of this MoU shall be resolved by direct negotiations between the President of Eurasian Patent Office and the Director General of WIPO or the persons designated by each of them.

IN WITNESS WHEREOF, the undersigned, duly authorized thereto, have signed the MoU.

Done in duplicate, in English and Russian, both texts being equally authentic, and signed, in Moscow, on November 30, 2010 and in Geneva, on November 19, 2010.

For the Eurasian Patent Organization (EAPO)  

Alexander Grigoriev  
President

For the World Intellectual Property Organization (WIPO)  

Francis Gurry  
Director General