



**MEMORANDUM OF UNDERSTANDING ON BILATERAL
COOPERATION BETWEEN
THE EURASIAN PATENT OFFICE
OF THE EURASIAN PATENT ORGANIZATION
(EAPO)
AND
The EUROPEAN UNION INTELLECTUAL PROPERTY OFFICE
(EUIPO)**

The Eurasian Patent Office of the Eurasian Patent Organization (hereinafter referred to as "EAPO") which is represented by Ms Saule Tlevlessova, President

and

the European Union Intellectual Property Office (hereinafter referred to as "EUIPO") which is represented by Mr. Christian Archambeau, Executive Director

on the other part,

hereinafter individually referred to as the Party or jointly as the Parties,

WHEREAS:

- (1) EAPO is the executive body of the Eurasian Patent Organization, an international intergovernmental organization, established by the Eurasian Patent Convention (EAPC) for the implementation of administrative tasks, related to the functioning of the Eurasian patent system and grant of Eurasian patents, valid in the territory of all EAPC Contracting States;
- (2) EUIPO is the European Union agency responsible for registering trademarks and designs in the European Union and entrusted with tasks aimed at facilitating and supporting the activities of national authorities, the private sector and the European Union institutions in the fight against intellectual property right infringement;

- (3) Fostering and strengthening international cooperation in the field of IP rights with IP offices of non-EU countries is a key element of EUIPO's policy in the sphere of international cooperation, as agreed in the Strategic Plan 2020 adopted by its Management Board.

CONSIDERING:

- (1) that the Parties are ready and willing to develop cooperation activities that can lead to forging a strategic partnership between them;
- (2) that the cooperation activities to be performed under the MoU would contribute to creating synergies between the Parties in different operation and administrative areas and thus contribute to increasing the Parties' efficiency and accountability;
- (3) that the Parties have sufficient human, technical and material means to implement the objectives and commitments set out in this MoU;

Have reached the following understanding:

**Paragraph 1
Object**

1. The MoU establishes the terms and conditions for mutual cooperation of the Parties.
2. The conclusion of this MoU does not prejudice the establishment of joint projects under the existing or future programmes.
3. Any activity conducted under this MoU is subject to its prior inclusion in the Parties' respective work programmes and to the budgetary capacity of the two Parties. The Parties undertake to implement any such activity in full observance of their respective rules and practices.
4. The legal framework provides the mandate for the EUIPO to place international cooperation as part of its statutory responsibilities.
5. The international cooperation of EAPO within the framework of this MOU is limited to the competence of EAPO, of which the EUIPO is notified when agreeing the working plans of the Parties.

Paragraph 2

Cooperation Scope

1. The Parties will execute the cooperation activities with full compliance with their respective jurisdictions, institutional directives, applicable laws, and international treaties on the matter.
2. Without prejudice to cooperation in other areas that may fall outside the scope of the MoU, the Parties hereby agree to cooperate on activities related to industrial designs, targeted to IP users, to the EAPO and its staff and activities related to enforcement.

IP users

- a) **Information Tools:** The Parties acknowledge that users would benefit from further cooperation between the Parties regarding the integration of information tools. Thus, the Parties may cooperate more closely on matters pertaining to the publication of industrial design data in online search services made available to the general public. For example, the Parties may cooperate in order to enable integration of EAPO design data into the online information and classification systems developed by EUIPO, namely DesignView and Designclass.
- b) **Harmonization of design best practices:** The Parties shall cooperate on activities concerning harmonisation of design examination practices.
- c) **Awareness raising activities:** The Parties shall organize awareness raising activities, such as seminars on the protection of designs and enforcement related matters in the European Union, in the Eurasian Patent Convention territory and at national level.

EAPO and staff

- d) **Training programmes:** The Parties will reciprocally cooperate on intellectual property training programmes designed for members of their staff or general public. The scope of cooperation may include joint organization of seminars or workshops, the provision of e-learning courses, and the participation in each other's training activities. The Parties will strive to enhance cooperation between EUIPO's Academy and EAPO, including regular exchange of information on their respective developments and activities.
- e) **Design experts meeting:** The Parties will hold annual meetings of experts to discuss major pending issues in the field of design. The use of modern teleconference techniques will have preference for this purpose.
- f) **Electronic systems related to designs:** The Parties may conduct cooperative activities related to the development and expansion of each other's IT, automation and modernization schemes by holding meetings of their IT experts to discuss major IT issues and projects through teleconference means.

- g) **Design statistics:** The Parties will cooperate in the exchange of statistical data regarding designs. The scope of the statistical data to be exchanged may be discussed at an expert meeting preferably through teleconference means. By mutual consent, the Parties may discuss other cooperative activities raised by one of the Parties in relation to design statistics and may collaborate with the competent intellectual property authorities of other countries and international organizations, such as the World Intellectual Property Organization with regard to activities related to design statistics.
- h) **Secondment programme for examiners and other staff:** The Parties will offer secondment opportunities for examiners and other staff on such duration and on terms as may be mutually agreed. The secondment programme may include study visits, experience exchange and study of the legal and regulatory framework, work practice and tools used, and other matters upon mutual consent.
- i) **Management Tools:** The Parties acknowledge that users would benefit from further cooperation between the Parties regarding management tools. The Parties may liaise on the possibility of EUIPO exporting methodology of the EUIPO-developed Harmonized Database of Product Indications to EAPO.
- j) **Examiner Tools:** The Parties acknowledge that users would benefit from further cooperation between the Parties regarding examination tools. Thus, for example, the Parties may liaise on possibility of EUIPO sharing the methodology of the EUIPO-developed CESTO tool with EAPO.
- k) **Quality/ISO certification:** The Parties will exchange information and experiences on ISO certification for the IP Office through teleconference means preferably.

Enforcement-related activities

- l) **IP economics:** The Parties will mutually exchange information on the methodology and set-up of IP economic-related studies, such as the EUIPO/EPO study on IP intensive industries and their contribution to economic performance and employment in the EU. The use of modern teleconference techniques will have preference for this purpose.
- m) **Enforcement related matters:** The Parties will exchange information on their respective IP enforcement related activities and may identify areas for developing common initiatives in this respect (for example, regarding IP enforcement-related tools). The use of modern teleconference means will have preference for this purpose.

Whenever appropriate for the achievement of the objectives of the MoU, the Parties may identify other areas of cooperation in the future and incorporate them into this MoU as a specific addendum.

Paragraph 3 Implementation

The elaboration of any cooperative project should include details on the extent, coordination and administration of the project and any other relevant information. The Parties shall draw up an annual implementation plan that specifies activities.

Paragraph 4 Protection of information

1. The Parties shall use the information obtained during the course of the present MoU exclusively for internal purposes. The written prior consent of the other Party is required when one Party wishes to use such information for other purposes.
2. Each Party guarantees that the documents, information and any other knowledge of a confidential nature will not be disclosed to third parties without the prior written consent of the other Party.

Paragraph 5 Financing

1. The MoU does not involve the transfer of financial resources between the Parties.
2. The programmes, projects and specific activities shall be financed by both Parties jointly or by any one of them exclusively, depending on the respective budgetary limits and as mutually agreed between the Parties.

Paragraph 6 Follow-up

1. Ongoing follow-up and assessment is required for the implementation, organisation and functioning of the actions undertaken within the scope of the MoU. The Parties are responsible for the following:
 - i. Assessing the results of the implemented actions;
 - ii. Identifying the areas in which cooperation should be strengthened and improved;

- iii. Determining new areas for joint actions and proposing new projects, programmes and specific activities;
 - iv. Drafting recommendations for improving cooperation mechanisms.
2. This follow-up shall be reviewed during a high level annual meeting between the Parties, at a time and place to be mutually agreed.

Paragraph 7

Entry into force and termination

The MoU shall come into effect on the date of the signature by the last Party and shall remain valid four years. It may be renewed with the mutual written consent of the Parties. The Parties will revise the content of the MoU on a regular basis and agree an implementation plan on an annual basis. It may however be terminated through mutual agreement or by one Party giving the other six months written prior notice.

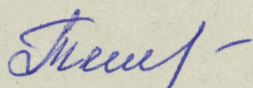
Paragraph 8

Final provisions

1. The MoU may be amended by mutual consent of the Parties. Any amendments must be formalised in writing and should include the dates on which the amendments become effective.
2. This MoU is not intended to create any legally binding obligations or corresponding rights to the Parties.
3. All matters or disputes related to the interpretation and application of the MoU should be resolved by mutual agreement.
4. Unless the Parties agree otherwise, early termination of the MoU should not hinder any ongoing projects or activities.
5. In the event that this MoU is signed in duplicate in another language and there is a discrepancy between the two language versions, the English language version shall prevail.

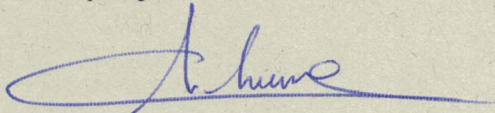
This Memorandum of Understanding is signed in Alicante, Spain in two original copies, each in Russian and English.

For the Eurasian Patent Office of the
Eurasian Patent Organization



Saule Tievlessova
President

For the European Union Intellectual
Property Office



Christian Archambeau
Executive Director

Date: 14.03.2019

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