

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

**between**

**OFFICE OF THE CONTROLLER GENERAL OF PATENTS, DESIGNS AND  
TRADE MARKS (CGPDTM)**

**and**

**THE EUROPEAN PATENT OFFICE (EPO)**

The Office of the Controller General of Patents, Designs and Trade Marks (CGPDTM) represented by

**Dr. Ajay Dua, Secretary to the Government of India**

and the European Patent Office (EPO), represented by its President

**Professor Alain Pompidou**

hereinafter referred to as "the Parties",

Taking into consideration the development dimension of industrial property,

Recognising the need to promote innovation, improve and strengthen the national industrial property systems with a view to providing an effective response to the challenges created by the knowledge-based society and the introduction of new technologies,

Desiring to foster co-operation between the CGPDTM and the EPO aimed at further complementing both institutions in order to promote economic and technological exchanges between Europe and India,

Considering the vast expertise of the EPO as patent granting authority as well as in co-operation in the field of patents and PCT

and

Acknowledging the huge efforts and investment of the Indian Government in the modernisation and enhancement of the Indian patent system;

Have reached the following understanding:

## TITLE I

### **PURPOSE AND PRINCIPLES**

#### **Article 1**

The purpose of this Memorandum of Understanding is to further co-operation between the Parties in the field of patents, in accordance with the responsibilities of the two institutions in this area.

#### **Article 2**

The Parties agree to co-operate in the strengthening of the patent offices, both in India and in Europe, for the benefit of their respective industry and citizens.

To this end the Parties agree to develop a relationship on the basis of mutual trust, respect and common values.

In so far as possible and to avoid any possible conflict of interests, the co-operation activities shall be carried out in co-ordination with other co-operation programmes that the Parties might have agreed upon with third parties, including with IP institutions of EPO Member States, the European Commission or with the World Intellectual Property Organization (WIPO).

## TITLE II

### **SPECIFIC AREAS OF CO-OPERATION**

The Parties shall develop annual programmes of co-operation activities principally, but not exclusively, in the following areas:

#### **Article 3 Patent Grant Procedure**

The Parties shall maintain permanent channels of communication for the exchange of information relating to their work on modernisation, procedural rationalization and simplification in the field of patents.

Regular consultations at expert level about the patent grant procedure - including the PCT -, classification issues, quality assurance and examination practice shall take place with a view to improving the functioning of the respective patent systems.

Specifically the EPO will assist the CGPDTM in the improvement of the patent grant procedure, as far as both search and substantive examination are concerned. In particular, the EPO shall provide advice and support to develop and update the CGPDTM "Examination Guidelines" with special attention on complex and rapidly evolving technical fields like biotechnology or computer implemented inventions.

This support shall be materialised mainly through expert missions of EPO staff to India.

#### **Article 4 Training and human resources development**

The EPO shall support the CGPDTM in the development of its human resources by means of EPO expert missions to India, study visits of CGPDTM officials to the EPO and to other patent offices in Europe as well as through the participation of CGPDTM officials in the various seminars organised by the European Patent Academy.

The EPO shall extend assistance to the establishment of a National Institute in India responsible for the training and education of personnel and for research and development in the area of intellectual property.

#### **Article 5 Automation**

The Parties shall explore possibilities of updating the respective information technology systems in their offices, in order to optimise data exchange, mutual access to databases and administration procedures like (PCT) electronic filing.

For this purpose, the Parties will exchange information on their respective automation policies, strategies and plans for the development or implementation of information systems in their Institutions.

The EPO may grant access to the CGPDTM to the EPOQUE system through PatNet on mutually agreed terms and conditions.

#### **Article 6 Patent databases and data exchange**

The Parties agree to work together with a view to making more complete and better-quality patent information available to their examiners and the general public.

The Parties may exchange information on both patent applications and granted patents in accordance with their respective patent laws. This information shall be exchanged in electronic form.

#### **Article 7 IP awareness and innovation**

The Parties may co-operate in the creation and implementation of services which will raise awareness of the importance of industrial property in all sectors of society.

This could include the joint organisation of seminars, symposia workshops and training programmes for stakeholders in industrial property such as inventors, scientists, researchers, entrepreneurs academics, lawyers, IP professionals and civil servants working in areas related to industrial property.

The activities in this field might include the development of a network of centres devoted to the promotion of IP and innovation. Wherever possible, this network shall have links with similar existing networks in other countries, especially in Europe.

These activities shall be co-ordinated with other partners such as government agencies, universities, chambers of commerce, etc., which should play a leading role in the sustainability and maintenance of the network.

### **TITLE III**

#### **JOINT COMMITTEE**

##### **Article 8 Formation and terms of reference**

The Parties agree to set up a Joint Committee to monitor the co-operation activities resulting from the MoU and to facilitate the exchanges of views on any point of interest for the two Institutions.

##### **Article 9 Meetings**

The Committee will meet at least once a year to approve the annual work programmes, and monitor and evaluate the co-operation activities carried out. It shall meet also at the formal written request of either of the Parties, subject to the agreement of the other party.

The agenda, venue and date of each meeting will be decided by mutual agreement between the Parties.

### **TITLE IV**

#### **ANNUAL WORK PROGRAMMES**

##### **Article 10**

The Parties would jointly draw up and agree on Annual Work Programme that will set out the specific co-operation activities to be carried out each year.

Each working programme will include the detailed planning for carrying out of the co-operation activities including the scope of the action, administration and assignment of resources, total costs and their distribution, time schedule and any other information deemed necessary.

Each Annual Work Programme need not necessarily include co-operation activities in all the fields specified in Title II of the present Memorandum of Understanding.

### **Article 11 Funding**

The implementation of each activity shall be subject to the availability of the required funds in the annual budgets which the respective Parties have available for co-operation activities.

## **TITLE V**

### **FINAL PROVISIONS**

#### **Article 12 Entry into force**

This Memorandum of Understanding will enter into force on the day following the date of its signature.

#### **Article 13 Amendments**

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

#### **Article 14 Settlement of Disputes**

Any dispute which may arise in connection with the interpretation or enforcement of this Memorandum of Understanding shall be settled by mutual consultation and agreement between the Parties.

#### **Article 15 Termination**

This Memorandum of Understanding is concluded for a duration of two years, with the aim of being renewed, subject to the Parties' mutual agreement.

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

The early termination of this Memorandum of Understanding will not affect the completion of any co-operation measures that were agreed under the annual work programmes whilst it was in force.

Signed in Munich on 29 November 2006 in two originals in the English language.

For the CGPDTM

For the European Patent Office

**Dr. Ajay Dua**  
Secretary, Department of Industrial  
Policy and Promotion  
Minister of Commerce & Industry  
Government of India

**Professor Alain Pompidou**  
President

