

**MEMORANDUM OF UNDERSTANDING IN THE FIELD OF INTELLECTUAL PROPERTY COOPERATION BETWEEN DEPARTMENT FOR PROMOTION OF INDUSTRY AND INTERNAL TRADE, MINISTRY OF COMMERCE AND INDUSTRY, GOVERNMENT OF THE REPUBLIC OF INDIA AND THE DANISH PATENT AND TRADEMARK OFFICE, MINISTRY OF INDUSTRY, BUSINESS AND FINANCIAL AFFAIRS, KINGDOM OF DENMARK.**

The Department for Promotion of Industry and Internal Trade (DPIIT), India and the Danish Patent and Trademark Office (DKPTO), Denmark, hereinafter collectively referred to as the "Parties", and individually as the "Party";

**CONSIDERING** the will to enhance the existing friendly relations between the people and governments of Denmark and the Government of Republic of India;

**DESIRING** to reconfirm their cooperative partnership to promote economic and technological exchange;

**RECOGNISING** the need to expand and strengthen their national Intellectual Property (IP) systems by working together to promote innovation, creativity, technological advancement, exchange of best practices and fostering IP awareness for mutual advantage;

**CONSCIOUS** of the importance of improving the quality and efficiency of procedures for patents, trademarks, industrial designs and Geographical Indications, and fostering IP awareness;

Have reached the following understanding:

### **I. OBJECTIVE**

The objective of this Memorandum of Understanding (hereinafter referred to as "MoU") is to establish a wide ranging and flexible mechanism for developing and furthering cooperation activities between the Parties in the field of Intellectual Property (IP) and information technology services related to this field.

### **II. AREAS OF COOPERATION**

The Cooperation activities referred to in this MoU may be carried out in the following areas:

- a) Exchange of best practices, experiences and knowledge on IP awareness among the public, authorities, businesses and research and educational institutions of both countries;
- b) Collaboration in training programmes, exchange of experts, technical exchanges and outreach activities as maybe specified in the Biennial Work Plan agreed between the Parties;
- c) Exchange and dissemination of best practices, experiences and knowledge on IP with the industry, universities, R & D organizations, authorities and Small and Medium sized Enterprises (SMEs) through

participation in programs and events in the matter, organized singly or jointly by the Parties;

d) Exchange of information and best practices on processes for disposal of applications for patents, trademarks, industrial designs and Geographical Indications, as also the protection, enforcement and use of IP rights;

e) Cooperation in the development of automation and implementation of modernization projects, new documentation and information systems in IP and procedures for management of IP;

f) Cooperation to understand how Traditional Knowledge is protected; including the use of traditional knowledge related databases and awareness raising of existing IP systems;

g) sharing experiences and best practices in respect of IP-related issues including inter alia financial services like IP valuation and appraisal, so as to facilitate the implementation, trade and commercialization of IP;

h) Other cooperation activities as may be decided by the Parties with mutual understanding.

The operation of this MoU does not obligate the Parties to develop projects in all of the areas and modalities of cooperation contemplated in this Paragraph.

### **III. COMPETENCE**

The Parties will execute the cooperative activities in full compliance with their respective jurisdictions, applicable laws and multilateral treaties to which both countries are party to.

#### **IV. WORK PLANS**

The Parties agree to set up a Joint Coordination Committee to draw up biennial Work Plans that will set out the specific aspects of their collaboration according to Paragraph II of this MoU.

Each Work Plan will include forecasts concerning the performance of cooperation activities, including specifications on the scope, management, assignment of resources, exchange of human resources, time schedule and any other information deemed necessary by the Parties.

#### **V. MONITORING MECHANISM**

The Parties will make their best efforts to meet as often as they agree, in accordance with the requirements, in order to evaluate matters derived from the implementation of this MoU after receiving the report from the Joint Coordination Committee.

#### **VI. FUNDING**

The Parties will finance the cooperation activities with the resources assigned in their respective budgets, subject to their availability, budgetary appraisal and the provisions of their national legislation.

The Parties agree that all expenses arising from cooperation activities under this MoU will be funded as mutually agreed between the Parties, except

when alternative funding mechanisms are available for specific activities, as deemed appropriate by the Parties.

In the specific case of the exchange of personnel, the Parties will establish in writing the terms and conditions that will be applicable to this activity.

## **VII. INFORMATION SHARING AND PUBLICATIONS**

The Parties will freely exchange information within the framework of this MoU, with the exception of such cases where the national legislation or the Party providing such information, has set restrictions on its use or disclosure.

In case the information shared by a Party is confidential, the other Party shall be informed about such nature of the information in writing. In the absence of any such communication, Parties shall not be bound to treat the information shared under this MoU as confidential.

Under no circumstances, restricted information will be transferred by either Party to a third party, without prior written consent of the other Party

The information resulting from the implementation of work plan, will be published or divulged to third parties, only with prior written consent by the other Party.

## **VIII. LEGISLATION AND INTERNATIONAL AGREEMENTS**

This MoU between the Parties will be subject to all applicable laws and regulations in their respective countries. This MoU shall not affect the rights and obligations of the Parties acquired under existing agreements or memoranda in which the Parties are already involved.

## **IX. DISPUTE SETTLEMENT**

Any dispute which may arise in connection with the implementation, interpretation or application of this MoU will be settled amicably between the Parties through mutual consultations

## **X. LABOUR RELATIONS**

In order to develop the cooperation activities set out in this MoU, the personnel assigned by either Party will 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, who, under no circumstances whatsoever, will be considered to be a substitute employer.

Subject to applicable laws, rules and policies, the Parties will facilitate movement and stay in their respective countries, of the assigned personnel who are officially involved in cooperation projects under this MoU. The facilitation is in terms of assistance through competent authorities, but shall not entail any expenditure on behalf of the Participants of the host country, unless agreed to specifically for any particular activity. The assigned personnel will be subject to applicable immigration, customs, tax, health-

sanitary and national security provisions in the host country and will not be able to participate in any other activity that does not correspond to their functions. The assigned personnel will leave the host country in accordance with its laws and regulations.

## **XI. FINAL PROVISIONS**

- a) This MoU will come into effect on the day of its signature and will remain in force for a period of four (04) years. After the said initial period, the MoU may be extended for further periods of four years each, subject to a review by the Parties of the cooperation activities under the MoU and the results thereof, unless one of the Parties notifies the other Party of its intention to terminate the MoU, by sending a notice in writing at least 90 calendar days before the end of the then-current four-year period.
- b) This MoU may be amended by the joint decision of the Parties, formalised by an exchange of written communications, specifying the date of its entry into force.
- c) Either Party shall communicate with the other, with at least ninety (90) days notice, of its decision to end its participation in this MoU.
- d) The early termination of the cooperation under this MoU will not affect the completion of any cooperative measures that were decided under the Work Plan whilst the cooperation was ongoing.
- e) This MoU is not intended to create any legally binding obligations or corresponding rights for the Parties under international law.

In Witness Whereof, the undersigned being duly authorized by their respective Governments have signed this MoU.

Signed in New Delhi, on the 26th day of September 2020, in two original copies each, in English and Hindi languages, both texts being equally authentic. In case of divergence in interpretation, the English text shall prevail.

**FOR THE DEPARTMENT FOR  
PROMOTION OF INDUSTRY AND  
INTERNAL TRADE  
MINISTRY OF COMMERCE &  
INDUSTRY, GOVERNMENT OF  
THE REPUBLIC OF INDIA**

**FOR THE DANISH PATENT  
AND TRADEMARK OFFICE,  
MINISTRY OF INDUSTRY,  
BUSINESS AND FINANCIAL  
AFFAIRS,  
KINGDOM OF DENMARK.**

  
**Guruprasad Mohapatra**

**Secretary**

  
**Freddy Svane**

**Ambassador of Denmark**

**Renewal of the Memorandum of Understanding in the field of Intellectual Property Cooperation between Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, Government of the Republic of India and the Danish Patent and Trademark Office, Ministry of Industry, Business and Financial Affairs, Kingdom of Denmark.**

Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, Government of Republic of India (hereinafter referred to as "DPIIT") on the one part and the Danish Patent and Trademark Office (hereinafter referred to as "DKPTO") on the other part.

Have agreed to renew the Memorandum of Understanding (MoU) in the field of Intellectual Property Cooperation signed by DPIIT and DKPTO on 26<sup>th</sup> September 2020, and valid for a period of 4-years ending on 26<sup>th</sup> September 2024. The said MoU is further extended for a duration of four (04) years i.e. till 26th September 2028

Signed in two originals in English and Hindi Languages.

For the Government of India

Himani Pande

**Himani Pande  
Additional Secretary  
Department for Promotion of  
Industry and Internal Trade  
Ministry of Commerce and  
Industry**

For the Kingdom of Denmark

Sune Stampe Sørensen

**Sune Stampe Sørensen  
Director General  
Danish Patent and Trademark  
Office,  
Ministry of Industry, Business  
and Financial Affairs**

New Delhi 18/9-24

Place, Date

उद्योग संवर्धन और आंतरिक व्यापार विभाग, वाणिज्य और उद्योग मंत्रालय, भारत गणराज्य तथा डेनिश पेटेंट और ट्रेडमार्क कार्यालय, उद्योग, व्यवसाय और वित्तीय मामले मंत्रालय, डेनमार्क राज्य के बीच बौद्धिक संपदा सहयोग के क्षेत्र में समझौता ज्ञापन का नवीकरण

उद्योग संवर्धन और आंतरिक व्यापार विभाग, वाणिज्य और उद्योग मंत्रालय, भारत गणराज्य सरकार (जिसे इसके बाद 'डीपीआईआईटी' कहा गया है) एक पक्ष है तथा डेनिश पेटेंट और ट्रेडमार्क कार्यालय, उद्योग, व्यवसाय और वित्तीय मामले मंत्रालय, डेनमार्क राज्य (जिसे इसके बाद 'डीकेपीटीओ' कहा गया है) दूसरा पक्ष है।

दोनों पक्ष बौद्धिक संपदा के क्षेत्र में सहयोग के लिए 26 सितंबर, 2020 को डीपीआईआईटी और डीकेपीटीओ द्वारा हस्ताक्षरित तथा 26 सितंबर, 2024 को समाप्त होने वाली 4 वर्ष की अवधि के लिए वैध समझौता ज्ञापन (एमओयू) के नवीकरण पर सहमत हैं। यह एमओयू और चार (04) वर्ष अर्थात् 26 सितंबर 2028 तक के लिए आगे बढ़ाया जाता है।

अंग्रेजी और हिन्दी भाषा में दो मूल प्रतियों में हस्ताक्षरित।

भारत सरकार के लिए

हिमानी पाण्डे

डेनमार्क राज्य के लिए

Sune Høj Søgaard

हिमानी पाण्डे

अपर सचिव

उद्योग और आंतरिक व्यापार

संवर्धन विभाग

वाणिज्य एवं उद्योग मंत्रालय

सुने स्टैम्प सोरेनसेन

महानिदेशक

डेनिश पेटेंट और ट्रेडमार्क

कार्यालय,

उद्योग, व्यवसाय और वित्तीय

New Delhi 18/9-2024

स्थान, तारीख