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**MEMORANDUM OF UNDERSTANDING IN THE FIELD OF INDUSTRIAL PROPERTY COOPERATION BETWEEN DEPARTMENT OF INDUSTRIAL POLICY AND PROMOTION, MINISTRY OF COMMERCE AND INDUSTRY, GOVERNMENT OF THE REPUBLIC OF INDIA AND THE INTELLECTUAL PROPERTY OFFICE OF SINGAPORE, MINISTRY OF LAW, GOVERNMENT OF THE REPUBLIC OF SINGAPORE**

Department of Industrial Policy & Promotion and the Intellectual Property Office of Singapore (IPOS) of the Republic of Singapore, hereinafter referred to as 'the Parties'

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

**MOTIVATED** by the desire to reconfirm their cooperative partnership to promote economic and technological exchanges;

**RECOGNIZING** the need to expand and strengthen the national industrial property (IP) system by working together to promote innovation, creativity and technological advancement, as well as to ensure the proper administration, protection and use of industrial property rights in their respective countries for mutual advantage;

**CONSCIOUS** of the importance of improving the quality and efficiency of patent and trademark procedures and fostering industrial property awareness;

Have reached the following understanding:

**PARAGRAPH I  
OBJECTIVE**

This Memorandum of Understanding (hereinafter referred to as "MoU") aims to establish a wide-ranging and flexible mechanism for developing and furthering the cooperation activities between the Parties in the industrial property field and information technology services related to this field.

**PARAGRAPH II**

**SPECIFIC AREAS OF COOPERATION**

The cooperation activities referred to in this MoU may be carried out through the following modalities:

- a) Exchange of best practices, experiences and knowledge on IP awareness among the public, businesses and educational institutions of both countries;
- b) Exchange of experts for interacting with the human resources engaged in specialized industrial property fields;
- c) Exchange and dissemination of best practices, experiences and knowledge on IP with the industry, universities, R & D organisations and Small and Medium Enterprises (SMEs) through participation in programs and events in the matter, organized singly or jointly by the Parties;

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

e) Collaboration in IP-related training for local IP and business communities, and,

f) Any other modality of cooperation as may be mutually agreed by the Parties.

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

### **PARAGRAPH III COMPETENCE**

The Parties will execute the cooperation activities with full compliance with their respective jurisdictions, institutional directives and applicable national laws.

### **PARAGRAPH IV JOINT COORDINATION COMMITTEE**

The Parties agree to set up a Joint Coordination Committee which will draw up work projects as per paragraph II of this MoU and coordinate its implementation.

Each working project 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.

### **PARAGRAPH V FOLLOW-UP MECHANISM**

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

### **PARAGRAPH VI INFORMATION, MATERIAL AND PROTECTED EQUIPMENT**

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

Under no circumstances will the restricted information or the one specified by either parties be transferred to a third party by Party without prior written consent of the other Party.

#### **PARAGRAPH VII FINANCING**

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

The Parties agree that all expenses arising from the 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.

#### **PARAGRAPH VIII LABOUR RELATION**

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.

The parties will facilitate movement and stay in their respective countries, of the assigned personnel who are officially involved in cooperation projects under this Memorandum of Understanding. 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.

#### **PARAGRAPH IX DISPUTE SETTLEMENT**

Any dispute which may arise in connection with the interpretation or application of this MoU will be settled by mutual agreement between the Parties in a friendly manner.

This MoU is not intended to nor does it create any legally binding obligations or corresponding rights for the Parties under the domestic law of the Parties or international law.

#### **PARAGRAPH X FINAL PROVISIONS**

The cooperation under this MoU will continue for the duration of four years. After the said initial period, the MoU will be automatically extended for further periods of four years each, 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.

This MoU may be amended by the mutual agreement by the Parties, formalized by an exchange of written communications, specifying the date of its entry into force.

Either Party may terminate this MoU at any time through written notice to the other Parties at least thirty (30) calendar days in advance.

The early termination of this MoU will not affect the completion of any cooperation activity which has been formalized while the MOU was in force.

Signed in the city of DELHI on 4TH OCTOBER of two thousand and sixteen, in the English language.

  
(RAMESH ABHISHEK)  
SECRETARY  
DEPARTMENT OF INDUSTRIAL  
POLICY AND PROMOTION  
MINISTRY OF COMMERCE &  
INDUSTRY GOVERNMENT OF THE  
REPUBLIC OF INDIA

  
(LIM THUAN KUAN)  
HIGH COMMISSIONER OF THE  
REPUBLIC OF SINGAPORE TO THE  
REPUBLIC OF INDIA