



उद्योग संवर्धन और आंतरिक व्यापार विभाग
DEPARTMENT FOR
PROMOTION OF INDUSTRY AND
INTERNAL TRADE

MINISTRY OF
DEVELOPMENT,
INDUSTRY, TRADE
AND SERVICES



MEMORANDUM OF UNDERSTANDING BETWEEN

**THE DEPARTMENT FOR PROMOTION OF INDUSTRY AND INTERNAL
TRADE MINISTRY OF COMMERCE AND INDUSTRY
OF THE**

REPUBLIC OF INDIA AND

**THE SECRETARIAT OF COMPETITIVENESS AND REGULATORY POLICY
MINISTRY OF DEVELOPMENT, INDUSTRY, TRADE AND SERVICES
OF THE FEDERATIVE REPUBLIC OF BRAZIL**

FOR

COOPERATION IN THE FIELD OF INTELLECTUAL PROPERTY

The DEPARTMENT FOR PROMOTION OF INDUSTRY AND INTERNAL TRADE, established in 1995, under Ministry of Commerce and Industry of the Republic of India, by the President of India under the Government of India (Allocation of Business Rules) 1961, in accordance with Article 77 of the Constitution of India, located at Udyog Bhawan, New Delhi- 110011, hereinafter referred to as DPIIT, and

The SECRETARIAT OF COMPETITIVENESS AND REGULATORY POLICY, established under the Ministry of Development, Industry, Trade and Services, as provided in the Decree number 11.427 from March 2, 2023, located at Esplanada dos Ministérios, Bloco J, CEP.70053-900, hereinafter referred to as SCPR/MDIC, and hereinafter referred to collectively as "Parties" and "individually referred to as "Party";

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

DESIRING to reconfirm their cooperative partnership to promote economic and technological development;

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).

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, businesses and educational institutions of both countries;
- b. Collaboration in training programs, exchange of experts, technical exchanges and outreach activities;
- c. Exchange and dissemination of best practices, experiences and knowledge on IP with the industry, universities, R&D organizations and small and medium enterprises (SMEs) through participation in programs and events in the matter, organized 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, 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 IP management;
- f. Cooperation to exchange good practices, including traditional knowledge related databases;
- g. Other cooperation activities as may be decided by the Parties with mutual understanding.
- h. Where practical, the Parties shall endeavor to meet virtually in order to take forward the cooperation under this MoU.

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. 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.

The Parties shall each appoint a coordinator to be in charge of the implementation, monitoring and evaluation of the co-operation activities under this MOU. The respective coordinators will act as the primary interface for all communications between the Parties and will coordinate all co-operation activities under this MOU.

IV. FINANCIAL RESOURCES

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.

Both Parties will be responsible for the expenses of their own employees involved in the activities resulting from the MoU, which may include travel expenses and daily allowances incurred by their respective staff.

The above paragraph does not prevent the use of alternate funding mechanisms for specific activities as deemed appropriate by the Parties.

There will be no transfer of financial resources between the Parties under this MoU.

V. INFORMATION SHARING AND PUBLICATIONS

The Parties will freely exchange information within the framework of this MoU, with the exception of such cases which the national legislation of the Party providing the 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 in writing. In the absence of any such communication, the Parties shall not be bound to treat the information shared under this MoU as confidential.

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

VI. LEGISLATION AND INTERNATIONAL AGREEMENTS

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

This MoU 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.

This MoU is not intended to create any legally binding obligations or corresponding rights for the Parties under international law.

VII. 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.

VIII. 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, which, 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 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.

IX. DURATION

This MoU will come into effect on the date of its signature and will remain in force for a period of five years.

Either Party shall communicate the other Party of its intention to terminate the MoU, by sending a notice in writing at least ninety days before the end of the five-year period.

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.

X. AMENDMENTS

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

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

Signed in Brasilia on the 8th day of 2025, in two original copies each, in English, Portuguese and Hindi languages, all 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 SECRETARIAT OF
COMPETITIVENESS AND
REGULATORY POLICY, MINISTRY OF
DEVELOPMENT, INDUSTRY, TRADE
AND SERVICES, FEDERATIVE
REPUBLIC OF BRAZIL**

DINESH BHATIA
AMBASSADOR OF INDIA TO
BRAZIL

ANDREA PEREIRA MACERA
SECRETARY OF COMPETITIVENESS
AND REGULATORY POLICY