



Ministry of Enterprises and Made in
Italy

Directorate General for the Protection of
Industrial Property
Italian Patent and Trademark Office—
UIBM



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

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DIRECTORATE GENERAL FOR THE PROTECTION OF
INDUSTRIAL PROPERTY- ITALIAN PATENT AND TRADEMARK
OFFICE OF THE MINISTRY OF ENTERPRISES AND MADE IN ITALY
OF THE ITALIAN REPUBLIC
AND
THE DEPARTMENT FOR PROMOTION OF INDUSTRY AND
INTERNAL TRADE, MINISTRY OF COMMERCE & INDUSTRY
OF THE REPUBLIC OF INDIA
ON COOPERATION IN THE FIELD OF INDUSTRIAL PROPERTY
RIGHTS**

The Directorate General for the Protection of Industrial Property- Italian Patent and Trademark Office (DGTPI-UIBM) of the Ministry of Enterprises and Made in Italy of the Italian Republic, and the Department for Promotion of Industry and Internal Trade, Ministry of Commerce & Industry of the Republic of India, hereinafter jointly referred to as “the Participants”, and severally as “Participant”;

Considering that the Directorate General for the protection of industrial property-Italian Patent and Trademark Office is the Italian body responsible for combating counterfeiting and to protect and promote industrial property rights at national and international level;

Considering that the Department for Promotion of Industry and Internal Trade, Ministry of Commerce & Industry of the Republic of India, is responsible for the administration of intellectual property rights in India;

Recognizing the role played by industrial property rights (hereinafter referred to as “IPRs” or “IPR”, as the case may be) in the process of innovation and the need to further promote the culture of innovation, in order to meet effectively the challenges of the knowledge-based society and the introduction of new technologies, with special attention to Start-ups and Small and Medium-sized Enterprises (SMEs);

Considering the need to support enterprises, especially Start-ups and SMEs, in accessing to and participating in the national and international IPR systems;

Conscious of the importance of streamlining the procedures related to processing of IPR applications, fostering IP awareness, encouraging IPR commercialization and ensuring IPR enforcement;

Acknowledging the need to protect public health and nutrition, and to promote the public interest in sectors that are of vital importance to socio-economic and technological development;

Recognizing the importance of identifying effective strategies to combat and prevent counterfeiting in real and online markets and considering the need of making collaborative efforts in order to achieve a strong, effective and balanced protection of IPRs for the benefit of IP owners and consumers;

Taking into consideration the importance of establishing a constructive dialogue based on the principles of equality and mutual benefit, the preservation of common values and mutual trust;

HAVE reached the following Understanding:

Article 1

Objective

1. This MoU aims to establish a flexible framework for developing and fostering bilateral cooperation between the Participants in the field of IPRs.
2. Within the framework of this MoU, the Participants may promote exchanges and cooperation in the field of IPRs. The Participants may implement mutually beneficial cooperation projects and activities in this regard.
3. For the purpose of this MoU, the expression IPRs includes patents, designs, trademarks, and other categories of IPRs, which are administered by the Participants within their respective jurisdictions.

Article 2

Areas of cooperation

Cooperation between the Participants may be implemented through mutually convenient Work Plans in the following areas:

- a. **Capacity building:** the Participants will exchange best practices in the field of examination and disposal of IPR applications.
- b. **IPR awareness:** the Participants will share best practices, experiences and knowledge on IPR awareness and outreach activities in order to raise IPR awareness among the stakeholders, including educational institutions, Small and Medium Enterprises (SMEs) and Start-ups.
- c. **Fight against counterfeiting and IPRs enforcement:** the Participants will share experiences and best practices in respect of policies and initiatives to prevent and combat counterfeiting and on IPR enforcement.
- d. **Human resource development:** the Participants will collaborate in training programs, exchange of experts, and technical exchanges.
- e. **Information technology:** the Participants will share information and experience in the development and utilization of information technology in their IP Offices.
- f. The Participants may cooperate in other consensually identified areas.

Article 3

Work Plans

1. The Participants will set up a Joint Coordination Committee to draw up biennial Work Plans that will set out the specific aspects of their collaboration according to article 2 of this MoU.
2. 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 appropriate by the Participants.

Article 4

Monitoring Mechanism

After receiving the report from the Joint Coordination Committee, the Participants will make their best efforts to meet as often as they deem appropriate in order to assess matters resulting from the implementation of this MoU.

Article 5

Funding

1. Participants will finance the cooperation activities only with the resources assigned in their respective budgets, subject to their availability, budgetary appraisal and the provisions of their national legislation, without any additional cost for the State budgets of the Italian Republic and the Republic of India.
2. All the expenses arising from cooperation activities under this MoU will be funded as jointly decided by the Participants, except when alternative funding mechanisms are available for specific activities, and it is deemed appropriate by the Participants.
3. In the specific case of study visit, the Participants will jointly decide in writing the terms and conditions that will be applicable to this activity.

Article 6

Information Sharing and Publications

1. In accordance with their respective legislation, the Participants will freely exchange information within the framework of this MoU, with the exception of such cases where the Participant providing such information has set restrictions on its use or disclosure.

2. In case the information shared by a Participant is confidential, the other

Participant will be informed in writing about the confidentiality of the information. In the absence of such a communication, Participants will not have to treat that information as confidential.

3. Under no circumstances, restricted information will be transferred by either Participant to a third party, without prior written consent of the other Participant.
4. The information resulting from the implementation of the work plan will be published or divulged to third parties only with prior written consent by the other Participant, with the exception of such cases where the disclosure is compulsory under domestic legislation.
5. In order to ensure the confidentiality of the personal data exchanged for the implementation of this MoU, each Participant undertakes not to transfer those data to third parties or otherwise process them in a manner that is incompatible with the agreed purposes without the prior written consent of the other Participant.

Article 7

Legislation and International Agreements

1. This MoU does not constitute an international agreement and does not lead to rights and obligations under international law.
2. This MoU will be implemented in accordance with the Italian and Indian legislations, and, as for the Italian Participant, the obligations arising from Italy's membership of the European Union.

1. This MoU takes effect on the day of its signature and it will remain valid for a period of four (04) years unless one of the Participants notifies the other of its intention to terminate it at least sixty (60) days prior to the intended date of expiration.
2. The early termination of this MoU will not affect the completion of any cooperative measures that were decided under the Work Plan whilst the cooperation was ongoing.
3. The Participants may renew this MoU for additional periods of 4 years in writing by mutual consent, after conducting a review of the cooperation activities and the results achieved.
4. This MoU may be amended in writing by mutual consent of the Participants.

Signed at _____, on _____, in two originals in the English language, both texts being equally authentic.

**FOR THE DIRECTORATE GENERAL
FOR THE PROTECTION OF
INDUSTRIAL PROPERTY – ITALIAN
PATENT AND TRADEMARK OFFICE
OF THE MINISTRY OF ENTERPRISES
AND MADE IN ITALY OF THE
ITALIAN REPUBLIC**

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

Antonio Tajani

Prayal