



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

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.

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 a

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.

For the Party of

U.S.

U.S. DEPARTMENT OF JUSTICE

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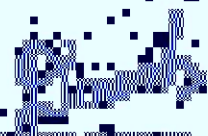
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10. ANNEXES

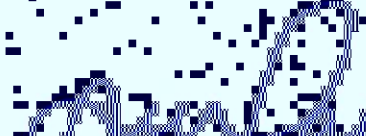
There are no annexes to this MoU. The Parties have agreed to meet periodically to discuss the implementation of the MoU and to report to the public on the progress of the work.

Witnessed in Washington this 15th day of May, 1994, before me, a Notary Public for the District of Columbia, the following persons, whose names are subscribed to the foregoing MoU, appeared and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

FOR THE UNITED STATES OF AMERICA
JAMES M. MOHR, Director, Federal Bureau of Investigation
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JAMES M. MOHR, Director, Federal Bureau of Investigation
JAMES M. MOHR, Director, Federal Bureau of Investigation


JAMES M. MOHR
Director, Federal Bureau of Investigation
U.S. DEPARTMENT OF JUSTICE

FOR THE GOVERNMENT OF THE DISTRICT OF COLUMBIA
JAMES M. MOHR, Director, Federal Bureau of Investigation
JAMES M. MOHR, Director, Federal Bureau of Investigation
JAMES M. MOHR, Director, Federal Bureau of Investigation
JAMES M. MOHR, Director, Federal Bureau of Investigation


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Director, Federal Bureau of Investigation
U.S. DEPARTMENT OF JUSTICE