

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 UNITED STATES PATENT AND TRADEMARK OFFICE,
DEPARTMENT OF COMMERCE OF THE UNITED STATES OF AMERICA
FOR
COOPERATION IN THE FIELD OF INTELLECTUAL PROPERTY

The Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry of the Republic of India, and the United States Patent and Trademark Office, Department of Commerce of the United States of America (hereinafter collectively referred to as the "Participants", and individually as a "Participant");

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, and technological advancement, as well as to exchange best practices and foster IP awareness for mutual advantage;

CONSCIOUS of the importance of improving the quality and efficiency of procedures for the grant or registration of patents, industrial designs, trademarks, copyrights, and geographical indications;

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 cooperative activities between the Participants in the field of IP.

II. AREAS OF COOPERATION

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

- (a) Facilitating exchange and dissemination of best practices, experiences and knowledge on IP among the public, and between and among the industry, universities, research and development (R & D) organizations, and Small and Medium-sized Enterprises through participation in programs and events organized singly or jointly by the Participants;
- (b) Collaboration in training programs, exchange of experts, technical exchanges and outreach activities;
- (c) Exchange of information and best practices on processes for registration and examination of applications for patents, trademarks, copyrights, geographical indications, and industrial designs, as well as the protection, enforcement and use of IP rights;
- (d) Exchange of information on the development and implementation of automation and modernization projects, new documentation and information systems in IP and procedures for management of IP Office services;
- (e) Cooperation to understand various issues related to traditional knowledge, and the exchange of best practices, including those related to traditional knowledge databases

and awareness raising on the use of existing IP systems for the protection of traditional knowledge; and

- (f) Other cooperation activities as may be mutually decided by the Participants.

III. WORK PLANS

The Participants intend to prepare biennial Work Plans that will identify their intentions as to how they may carry out cooperative activities, including with respect to the scope of the activities and how they may be managed.

IV. MONITORING MECHANISM

The Participants may meet as often as they decide in order to evaluate matters regarding the implementation of this MoU.

V. FUNDING

(a) The financing of the cooperation activities by the Participants is subject to the availability of funds in their respective budgets, budgetary appraisal and provisions of applicable law.

(b) The Participants intend that all expenses arising from cooperation activities under this MoU will be funded as mutually decided by the Participants.

(c) The Participants understand that no funds will transfer between them for any cooperation activities under this MoU.

(d) This MoU does not obligate funds and does not impose obligations on the Participants to carry out any or all the cooperation activities contemplated in this MoU or the Work Plan.

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

VI. INFORMATION SHARING

The Participants do not intend to exchange confidential information under this MoU. Except as required by law or regulation, any information exchanged under this MoU, which the providing Participant identifies as restricted, is not to be provided to third parties without the written consent of the providing Participant.

VII. LIMITATIONS

(a) This MoU does not create any legal rights or obligations under international law or the domestic law of the Participants.

(b) The Participants intend that this MoU will be subject to all applicable laws and regulations of the respective Participants. This MoU does not affect the rights, obligations, or commitments of the Participants under existing agreements or arrangements to which the Participants are party or signatory.

VIII. DISPUTE SETTLEMENT

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

IX. PERSONNEL

(a) In order to develop the cooperation activities set out in this MoU, the personnel of a Participant who are working in support of activities under this MoU remain the personnel

of that Participant and under the direction and authority of such Participant. The participants intend that no employment relationship will be created with the other Participant, who, under no circumstances whatsoever, is to be considered as a substitute employer.

(b) The personnel working in support of this MoU are subject to applicable immigration, customs, tax, health-sanitary and national security provisions in the host country and should not participate in any employment activities in the host country other than those authorized by their employer in support of activities under this MOU. The personnel working in support of this MoU are to leave the host country in accordance with its laws and regulations.

X. FINAL PROVISIONS



(a) This MoU commences on the date of its signing by the duly authorized representatives of the Participants and should continue for a period of ten (10) years from the date of its signing.

(b) This MoU may be modified by the Participants by mutual consent. Such modifications should be made in writing.

(c) Either Participant may discontinue cooperation under this MoU, but should endeavor to communicate with the other, with at least ninety (90) days' advance written notice, of its decision to end its participation in this MoU.

(d) In the case of early discontinuation of this MoU, the Participants will endeavor but are not under obligation to complete any activity which has been commenced while the MoU was operative.

Signed at Alexandria, VA, on December 2, 2020, in two originals each in the English and Hindi languages. In case of divergence in interpretation BETWEEN THE TWO LANGUAGE TEXTS, the English text will prevail.

<p>FOR THE DEPARTMENT FOR PROMOTION OF INDUSTRY AND INTERNAL TRADE, MINISTRY OF COMMERCE AND INDUSTRY OF THE REPUBLIC OF INDIA</p>  <p>Name: GURUPRASAD MOHAPATRA Designation SECRETARY, DEPARTMENT</p>	<p>FOR THE UNITED STATES PATENT AND TRADEMARK OFFICE, DEPARTMENT OF COMMERCE OF THE UNITED STATES OF AMERICA</p>  <p>Name: ANDREI IANCU Designation Under Secretary and</p>
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FOR PROMOTION OF INDUSTRY AND INTERNAL TRADE

Director of USPTO