



**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE DEPARTMENT OF INDUSTRIAL POLICY AND PROMOTION,  
MINISTRY OF COMMERCE AND INDUSTRY, GOVERNMENT OF REPUBLIC OF INDIA  
AND THE CANADIAN INTELLECTUAL PROPERTY OFFICE  
CONCERNING COOPERATION ON INTELLECTUAL PROPERTY RIGHTS**

**THE DEPARTMENT OF INDUSTRIAL POLICY AND PROMOTION (DIPP),  
MINISTRY OF COMMERCE AND INDUSTRY, GOVERNMENT OF REPUBLIC OF INDIA  
AND THE CANADIAN INTELLECTUAL PROPERTY OFFICE (CIPO), hereinafter  
referred to as the "Participants";**

**CONSIDERING** their will to enhance the existing friendly relations between the people and the Governments of the Republic of India and Canada;

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

**RECOGNIZING** 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 ensure the proper administration, protection and use of intellectual 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 intellectual property awareness;

**HAVE REACHED** the following understanding:

**1. 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 Participants in the Intellectual Property field and information technology services related to this field.

## **2. COOPERATION ACTIVITIES**

- (a) The Participants understand that their cooperation activities may include the following:
  - (i) Exchange of best practices, experiences and knowledge on how to raise IP awareness among the public, businesses and educational institutions of both countries;
  - (ii) Exchange of experts for interacting with the human resources engaged in specialized IP fields;
  - (iii) Exchange and dissemination of best practices, experiences and knowledge on IP with industry, universities, research and development organizations and small and medium-sized enterprises (SMEs) through participation in programs, training, and events, organized singly or jointly by the Participants;
  - (iv) Cooperation in the development of automation and implementation of modernization projects, new and existing documentation and information systems in IP and procedures for management of IP;
  - (v) Cooperation to understand how traditional knowledge is protected; and the exchange of best practices, including traditional knowledge related data bases and awareness raising of existing IP systems;
  - (vi) Collaboration in IP related training for local IP and business communities, and,
  - (vii) any other cooperation activities they may mutually decide upon within the scope of this MOU.
- (b) The Participants anticipate that each cooperation activity includes forecasts on its performance, including specifications on the scope, management, assignment of resources, exchange of human resources, time schedule and any other information deemed necessary.
- (c) This MOU does not obligate the Participants to carry out all the cooperation activities contemplated in this paragraph.

## **3. COMPETENCE**

The Participants will carry out the cooperation activities in accordance with their respective jurisdictions, national laws and the multilateral agreements to which their countries are party to.

**4. JOINT COORDINATION COMMITTEE**

The Participants will establish a Joint Coordination Committee (JCC), which will:

- (i) determine cooperation activities;
- (ii) coordinate the implementation of this MOU; and
- (iii) write reports on the progress of cooperation activities.

**5. FOLLOW-UP MECHANISM**

Participants will make best efforts to meet as often as they jointly decide, in order to evaluate the results of the implementation of this MOU after receiving the report from the JCC.

**6. INFORMATION SHARING AND PUBLICATIONS**

- (a) The Participants will exchange information under this MOU, except when their respective national legislation has set restrictions for providing such information or for its use or disclosure.
- (b) The Participants will ensure to mark the information as confidential, when appropriate. The Participant that receives information marked confidential will treat it as such, in accordance with its national law.
- (c) The Participants will not disclose classified information to a third party without the prior written consent of the Participant providing the information.
- (d) The Participants may only publish or disclose to third party the information resulting from the cooperation activities, with the prior written consent of the Participant providing the information.

**7. FINANCING**

- (a) The Participants will finance the cooperation activities with the resources assigned in their respective budgets, subject to their availability and the provisions of their national legislation.
- (b) The Participants will jointly decide on how to fund their cooperation activities except when alternative funding mechanisms are available for specific activities.
- (c) In the specific case of the exchange of personnel, the Participants will establish in writing the terms and conditions that will apply.

**8. LABOUR RELATIONS**

- (a) The Participants understand that the personnel they each assign to a cooperation activity will remain under its authority. No employment relationship will be created with the other Participant who, under no circumstances whatsoever, will be considered to be a substitute employer.
- (b) Participants will facilitate movement and stay in the respective countries of the assigned personnel involved in cooperation activities under this MOU. The Participants understand that the facilitation is in terms of assistance through competent authorities, but will not entail any expenditure on behalf of the host country, unless they jointly decide for a 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.

**9. DIFFERENCE IN INTERPRETATION AND IMPLEMENTATION**

The Participants will resolve any difference in the interpretation or implementation of this MOU amicably through mutual consultations

**10. STATUS**

This MOU is not legally binding.

**11. FINAL PROVISIONS**

- (a) This MOU will take effect on the date of its last signature by the Participants and will remain valid for a period of four years. This MOU will be automatically extended for two periods of four years each, unless one of the Participants notifies the other Participant 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.
- (b) The Participants may amend this MOU through mutual consent, through an exchange of written communications, specifying the date of its entry into effect.

- (c) The Participants understand that the early termination of this MOU will not affect the completion of any cooperation activity which has been formalized while the MOU was in effect.
- (d) The working language for this MOU will be English.

SIGNED this MOU in duplicate at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2018  
and at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2018, in the English, French  
and Hindi languages, each original version being equally valid.



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**FOR THE DEPARTMENT OF INDUSTRIAL  
POLICY AND PROMOTION, MINISTRY  
OF COMMERCE & INDUSTRY  
GOVERNMENT OF THE REPUBLIC  
OF INDIA**



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**FOR THE CANADIAN INTELLECTUAL  
PROPERTY OFFICE**

23-2-18