

Memorandum of Understanding

Between

**The Department of Industrial Policy & Promotion
Ministry of Commerce & Industry, Republic of India**

And

the South Centre

**On Cooperation in the field of Patents, Designs, Trademarks and
Geographical Indications**

**The Department of Industrial Policy & Promotion, Ministry of
Commerce and Industry, Government of India** (hereinafter referred to as
"the DIPP") on the one part and **the South Centre** (hereinafter referred to
as "the Centre"), of 15 Chemin du Champ d' Anier, 1211 Geneva,
Switzerland (hereinafter referred to as the "Parties")

Recognizing the need to build capacity on IPR issues and
considering the development dimension of IP have reached the following
understanding:-

Title 1

Purpose

Article 1

The purpose of this Memorandum of Understanding (hereinafter
referred to as MoU) is to establish a framework for structured co-operation
between the Parties in the field of patents, designs, trade marks and
geographical indications in accordance with their respective responsibilities
in this area.

Title 2

Specific Areas of Cooperation

Article 2

The Centre shall conduct general training and capacity building workshops for patent examiners from the Indian Patent Office. The trainings will include a general introduction to the legal and policy context in which the examiners have to conduct their work. The date for the first training workshop will be communicated by the DIPP to the Centre;

Article 3

The Centre shall also conduct specific trainings for patent examiners from the Indian Patent Office with specialization in chemicals and biotechnology, in relation to examination of pharmaceutical patent applications;

Article 4

The Centre shall also conduct two refresher courses for patent examiners from the Indian Patent Office every year;

Article 5

Each Party, shall share information and provide assistance on IPR issues as requested.

Article 6

Each Party may also invite the other to meetings, workshops and other events that are relevant.

Title 3

JOINT COMMITTEE

Article 7 Formation and terms of reference

The Parties agree to set up a Joint Committee to monitor the co-operation activities resulting from the MoU and to facilitate an exchange of

views on any point of interest for the two Offices. The Joint Committee will approve the Biennial Work Plan, monitor and evaluate the cooperation activities carried out.

Title 4

Article 8 Biennial Work Plans

The Parties will jointly prepare Biennial Work Plans (hereinafter referred to as BWP) after approval of this MoU. The Biennial Work Plan will set out the specific co-operation activities to be carried out in each biennium.

Each BWP will include a detailed planning for carrying out of the co-operation activities including objectives, scope of the action, assignment of resources, projected costs and their distribution, time schedule and any other information deemed necessary.

Each BWP does not necessarily need to include activities in all of the co-operation areas specified in Title II of this MoU.

Article 9 Funding

The implementation of each activity under this MoU shall be subject to the availability of the required funds in the annual budgets which the respective Parties have available for co-operation activities. In case of DIPP the activities will be financed from the available funds under the Plan Scheme "Modernization and Strengthening of IP Offices".

Title 5

Final Provisions

Article 10 Entry into Force

This MoU will enter into force on the day following the date of its signature.

Article 11 Amendments

This MoU may be amended by mutual agreement by the Parties, formalised by an exchange of letters specifying the date of entry into force.

Article 12 Settlement of Disputes

Any dispute which may arise in connection with the interpretation or enforcement of this MoU shall be settled by mutual consultation and agreement between the Parties.

Article 13 Duration and termination

This MoU has a duration of four (4) years and may be renewed, subject to the Parties' mutual understanding.

Either Party may terminate its participation under this Memorandum of Understanding at any time but it should endeavour to provide at least 90 calendar days' written notice to the other Party.

In case of termination of this MoU, the Parties may agree to continue co-operation activities already initiated under the current BWP. For this purpose the Parties have to agree in writing the details for such continuation of activities, which cannot be presumed or agreed implicitly.

In Witness thereof the undersigned being duly authorized thereto have signed this MoU.

Signed at New Delhi on 01.08.2013 in two originals in English language.


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For the Government of India

Mr. D.V. Prasad.
Joint Secretary
Department of Industrial Policy and
Promotion, Ministry of Commerce
and Industry, Government of India
Date:

Place of Signature


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For South Centre

Mr. Martin Khor
Executive Director
South Centre

Date:

Place of Signature