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**MEMORANDUM OF UNDERSTANDING BETWEEN THE SWEDISH PATENT AND REGISTRATION OFFICE OF THE KINGDOM OF SWEDEN AND THE DEPARTMENT OF INDUSTRIAL POLICY AND PROMOTION, MINISTRY OF COMMERCE AND INDUSTRY, GOVERNMENT OF THE REPUBLIC OF INDIA CONCERNING COOPERATIVE ACTIVITIES IN THE FIELD OF INTELLECTUAL PROPERTY**

The Swedish Patent and Registration Office of the Kingdom of Sweden and the Department of Industrial Policy and Promotion, India (hereinafter collectively referred to as the "Parties", and individually the "Party");

**CONSIDERING** the will to enhance the existing friendly relations between the people and governments of the Kingdom of Sweden and the Republic of India;

**DESIRING** to strengthen cooperation in the field of IP and to reconfirm 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, 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, copyrights and Geographical Indications, and fostering IP awareness;

**CONVINCED** that such cooperation will be in the Parties' mutual interest;

**HAVE REACHED** the following understanding:

**PARAGRAPH 1**  
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) and information technology services related to this field.

**PARAGRAPH 2**  
**Areas of Cooperation**

Cooperation between the Parties under this MoU will include, but not be limited to:

- 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 programmes, 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 organisations and Small and Medium Enterprises (SMEs) through participation in programs and events in the matter, organized singly or jointly by the Parties;
- d) Exchange of information and best practices for disposal of applications for patents, trademarks, industrial designs, copyrights and Geographical Indications, as also the protection, enforcement 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 management of IP;
- f) Cooperation to understand how Traditional Knowledge is protected; and the exchange of best practices, including traditional knowledge related databases and awareness raising of existing IP systems;
- g) Exchange of information and best practices regarding Intellectual Property law infringements in the digital environment, especially regarding Copyright issues; and
- h) Other cooperation activities as may be decided by the Parties with mutual understanding.

*Redel*  
*16/8/2017*

The operation of this MoU does not obligate the Parties to develop projects in all of the areas and modalities of cooperation contemplated in this Paragraph.

**PARAGRAPH 3**  
**Competence**

The Parties will execute the cooperation activities with full compliance with their respective jurisdictions, institutional directives and applicable national laws and regulations.



**PARAGRAPH 4**  
**Work Plans**

The Parties agree to set up a Joint Coordination Committee to draw up biennial Work Plans that will set out the specific aspects of their collaboration according to Paragraph 2 of this MoU.

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 necessary by the Parties.

**PARAGRAPH 5**  
**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 after receiving the report from the Joint Coordination Committee.

**PARAGRAPH 6**  
**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.

The Parties agree that all expenses arising from cooperation activities under this MoU will be funded as mutually agreed between the Parties, except when alternative funding mechanisms are available for specific activities, as deemed appropriate by the Parties.

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

**PARAGRAPH 7**  
**Legislation and International Agreements**

This MoU between the Parties will be subject to all applicable laws and regulations in their respective countries. This MoU does not affect the rights and obligations of the Parties under other agreements or MoUs in which they are involved. This MoU does not create any legally binding obligations or corresponding rights upon the Parties under the domestic law of the Parties or international law.

**PARAGRAPH 8**  
**Labour Relations**

In order to develop the cooperation activities set out in this MoU, the personnel assigned by either Party will remain under the direction and authority of the institution to which they belong, and therefore no employment relationship will be created with the other Party, who, under no circumstances whatsoever, will be considered to be a substitute employer.

The Parties will facilitate movement and stay in their respective countries, of the Assigned personnel who are officially involved in cooperation projects under this MoU. The facilitation is in terms of assistance through competent authorities, but shall not entail any expenditure on behalf of the Participants of the host country, unless agreed to specifically for any 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.

**PARAGRAPH 9**  
**Amendment**

This MoU may be amended by mutual consent of the Parties through exchange of written communications, specifying the date of entry into effect of the amendment.

**PARAGRAPH 10**  
**Information Sharing and Publications**

The Parties will freely exchange information within the framework of this MoU, with the exception of such cases where the national legislation or the Party providing such 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 of the information in writing. In the absence of any such communication, Parties shall not be bound to treat the information shared under this MoU as confidential.

Under no circumstances will restricted information or the one specified by either Party as confidential be transferred to a third party by a Party without prior written consent of the other Party.

Any publication, document and/or paper arising out of joint work conducted by the Parties pursuant to this MoU will be jointly owned. The use of the name, logo and/or official emblem of the Parties on any publication, document and/or paper will require prior permission of both the Parties.



**PARAGRAPH 11**  
**Settlement of Disputes**

Any dispute which may arise in connection with the interpretation or implementation of this MoU will be settled amicably by mutual consultations between the Parties.

**PARAGRAPH 12**  
**Final Provisions**

This MoU will come into effect on the date of signature by the Parties and will remain in effect for a period of four (04) years. After the said initial period, the MoU will be automatically extended for further periods of four years each, unless one of the Parties notifies the other Party 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.

Either Party may terminate this MoU at any time with at least ninety (90) days written notice to the other Party.

The early termination of this MoU will not affect the implementation of on-going cooperative activities under this MoU until the completion of such activities, unless otherwise jointly decided by the Parties.

In Witness Whereof, the undersigned being duly authorized by their respective Governments have signed this MoU.

Signed in Stockholm, on the 1<sup>st</sup> day of September 2017, in two original copies in English and Hindi, in case of divergence in interpretation, the English text shall prevail.



(Susanne Ås Sivborg)  
Director-General  
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(Monika Kapil Mohta)  
Ambassador of India to Sweden & Latvia  
For the Department of Industrial Policy  
and Promotion, Ministry of Commerce  
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