

**MEMORANDUM OF UNDERSTANDING ON BILATERAL  
CO-OPERATION**

**between**

**The Office of the Controller General of Patents, Designs and Trade  
Marks, Department of Industrial Policy and Promotion, Ministry of  
Commerce and Industry of the Republic of India**

**and**

**The United States Patent and Trademark Office, U.S. Department of  
Commerce**

The Office of the Controller General of Patents, Designs and Trade Marks, Department of Industrial Policy and Promotion (DIPP), Ministry of Commerce and Industry of the Republic of India, on the one hand, and the United States Patent and Trademark Office (USPTO), U.S. Department of Commerce, on the other hand,

Hereinafter called the Parties,

Considering:

- The Joint Statement made by the Governments of India and the United States of America on the 2<sup>nd</sup> of March, 2006, on the occasion of the visit of the President of the United States of America to India, to work together to promote innovation, creativity and technological advancement by providing a vibrant intellectual property rights regime, and to cooperate in the field of intellectual property rights in capacity building activities, human resource development and public awareness programmes; and

- The benefits of closer cooperation in fostering the protection and promotion of intellectual property rights;

Have arrived at the following understanding:

### **Article 1**

#### **Objective**

The objective of this Memorandum of Understanding is to further co-operation between the Parties in the field of Intellectual Property Rights, in accordance with the responsibilities of the two institutions in this area.

### **Article 2**

#### **Areas of Cooperation**

The Parties agree to co-operate in the strengthening of the Intellectual Property Offices, both in India and in United States, for the benefit of their respective industry and citizens.

To this end the Parties agree to develop a relationship on the basis of mutual trust, respect and common values, in the areas of capacity building, human resource development and public awareness programmes in Intellectual Property (IP).

### **Article 3**

#### **Capacity Building**

The Parties shall work together in capacity building in Intellectual Property Rights including automation and modernisation of Intellectual

Property Offices, development of databases, and procedural rationalization and simplification of processing of Intellectual Property applications, *inter alia*, through the exchange of information on patent data, best practices in patent examination procedures, etc.

#### **Article 4**

#### **Human Resource Development**

The two Parties shall cooperate in the training of personnel and human resource development in the area of Intellectual Property Rights with a view to strengthening the working of the Intellectual Property (IP) systems in the two countries, including in patent examination training.

#### **Article 5**

#### **Public Awareness Programmes**

The two Parties shall work together in the organisation of public awareness and sensitisation programmes in the area of Intellectual Property Rights. This could include the joint organisation of seminars, symposia, and workshops for stakeholders, including, inventors, scientists, professionals, Intellectual Property managers, etc. as well as for the general public with the objective of creating an Intellectual Property sensitive society.

Small and Medium-sized Enterprises (SMEs) will be given special focus in the sensitisation programmes.

## Article 6

### Annual Action Plan

The Parties would jointly draw up and agree on an Annual Action Plan that will set out the specific co-operation activities to be carried out each year.

The Annual Action Plan, *inter alia*, would include,

- a. Exchange of experiences between U.S. and India in training of Intellectual Property Office functionaries, IP managers, IP professionals and IP policy makers.
- b. Development of appropriate modules and curricula for such training.
- c. Development of continued institutional cooperation for regular academic exchanges between IP institutes in the two countries.
- d. Exchange of information and best practices in the automation of IP offices, developing IP databases and examination procedures of patents, trademarks, designs, geographical indications, etc.
- e. Exchange of best practices in spreading awareness about IP among students, industrialists and the civil society.
- f. Exchange of information about institutional mechanisms for addressing potential concerns between right holders and consumers.
- g. Joint activities on specific IP issues.
- h. Exchange of experience in the area of protection of Traditional Knowledge.

Each Annual Action Plan will include the detailed planning for carrying out of the co-operation activities including the scope of the action, administration and assignment of resources, total costs and their distribution, time schedule and any other information deemed necessary.

Each Annual Action Plan need not necessarily include co-operation activities in all the fields specified in this Memorandum of Understanding.

#### **Article 7**

##### **Monitoring Mechanism**

A Joint Consultative Mechanism (JCM) will be established for drawing up the Annual Action Plans, for overseeing their implementation and for facilitating the exchange of views on any point of interest for the two Parties.

The JCM will meet at least once a year to approve the Annual Action Plan, and monitor and evaluate the co-operation activities carried out. It shall meet also at the formal written request of either of the Parties, subject to the agreement of the other party.

#### **Article 8**

##### **Funding**

The implementation of each activity shall be subject to the availability of the required funds in the annual budgets of the respective Parties.

#### **Article 9**

##### **Entry into Force**

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

## Article 10

### Termination

This Memorandum of Understanding is concluded for duration of two years, with the aim of being renewed, subject to the Parties' mutual agreement.

Either Party may terminate this Memorandum of Understanding at any time by means of at least 90 calendar days' written notice to the other Party.

The early termination of this Memorandum of Understanding will not affect the completion of any co-operation measures that were agreed under the annual work programmes whilst it was in force.

Signed in *New Delhi* on 6 December 2006 in two originals in the English language.

For the Office of the Controller  
General of Patents, Designs  
and Trade Marks, Department  
of Industrial Policy & Promotion

For the United States Patent and  
Trademark Office, U.S.  
Department of Commerce

Secretary  
Department of Industrial Policy  
& Promotion  
Ministry of Commerce &  
Industry  
Government of India

Under Secretary of Commerce  
for Intellectual Property and  
Director of the United States  
Patent and Trademark Office