

MEMORANDUM OF UNDERSTANDING

between:

THE EUROPEAN PATENT OFFICE (EPO)

AND

THE OFFICE FOR HARMONIZATION IN THE INTERNAL MARKET (OHIM)

AND

THE UNIVERSITAT DE VALÈNCIA (UV)

WHEREAS:

(1) The **European Patent Office (EPO)** is the organ of the intergovernmental European Patent Organisation which carries out the task of granting European patents, including drawing up European search reports and the examination of European patent applications;

(2) The **Office for Harmonisation in the Internal Market (OHIM)** is the European Union Agency responsible for registering Community trademarks and Community designs in the EU, and for running the EU Observatory on Infringements of Intellectual Property Rights;

(3) EPO and OHIM, henceforth referred to as 'Offices', intend to promote and foster the development of an Intellectual Property (IP) culture in Europe through awareness-raising and educational activities on the strategic importance of protecting, safeguarding and enforcing IP rights in Europe;

(4) Both Offices envisage the establishment of a close and solid relationship with the academic world, as universities are considered a privileged partner to disseminate IP awareness and education addressing one of the most relevant target groups: students and/or future IP professionals;

(5) The Universitat de València has a mandate to provide high-level education and undertake research in all fields of intellectual property, and offers a variety of diplomas awarded by the Universitat de València;

(6) The **Pan-European Seal Professional Traineeship Programme**, (the 'Pan-European Seal') envisages establishing a close and solid relationship between OHIM, the EPO and the academic world, as universities are considered a privileged partner for disseminating IP awareness and education to one of the most relevant target groups: students and/or future IP professionals. The Pan-European Seal will set up a programme to reach all academic areas, promote the use of both Offices' online tools amongst university staff and students, help young people access the IP labour market, and encourage multicultural exchange. Lastly, the Pan-European Seal will provide a framework for early talent detection by offering traineeships that will take place independently in both Offices.

(7) The Offices and the Universitat de València, (the 'Signatories'), are willing to establish closer co-operation in the field of IP awareness and education within the framework of the Pan-European Seal.

NOW THEREFORE, in consideration of the mutual covenants and obligations contained herein, the Signatories agree as follows:

Article 1 **Object**

1. The present Memorandum of Understanding, (the 'Memorandum'), seeks to establish the terms and conditions under which the Signatories intend to establish co-operation in the fields of IP Awareness and education under the framework of the Pan-European Seal.
2. A non-exclusive licence to use the Pan-European Seal logo is granted by the Offices to the Universitat de València subject to the terms and conditions set out in the present Memorandum.

Article 2 **Endeavours**

1. The Universitat de València hereby undertakes to participate in the Pan-European Seal.
2. The Universitat de València shall fulfil the following obligations:
 - a) The Universitat de València will publish the Pan-European Seal logo on their homepage and directly related websites and links of its courses;
 - b) The Universitat de València will promote the OHIM Academy Learning Portal (OALP), as well as the EPO's online training, amongst their teachers and students, mainly by publishing on their homepage and directly related websites the direct links to both e-learning portals: <http://www.epo.org/learning-events/e-learning.html> and <http://oami.europa.eu/knowledge/>;
 - c) Awareness dissemination amongst teachers and students of the IP Teaching Kit, co-developed by the Offices, which the Universitat de València will publish on its homepage or directly related websites: <http://oami.europa.eu/knowledge/course/view.php?id=1738>.
3. The Offices will endeavour to give the Universitat de València access, free of charge, apart from EPO's eLearning content subject to payable fees, to relevant awareness and education materials on IP protection and enforcement produced by both Offices, namely, e-learning materials, as soon as they become available.
4. Nothing in this Memorandum of Understanding or relating to the implementation of this Memorandum of Understanding, including its termination, may be deemed a waiver, express or implied, of any of the privileges and immunities of the Office for Harmonization in the Internal Market and of the European Patent Organisation, including their organs, in accordance with their respective constituent acts¹.

Article 3 **Eligibility and shortlist of candidates**

The Universitat de València shall be entitled to provide the Offices with a shortlist of the five best young graduates of each academic year according to academic merits, as candidates for traineeship within the framework of the Pan-European Seal, and for potential participation in the IP Seal Campus, an initiative integrated as part of the training provided by the Pan-

1. Ref.: Convention on the Grant of European Patents (or European Patent Convention) and related Protocols, which form an integral part thereof, and Implementing Regulations of 05/10/1973, as revised by the Act revising Article 63 EPC of 17/12/1991 and the Act revising the EPC of 29/11/2001 (Official Journal EPO 2001, Special edition No 4, p 55. See also: <http://www.epo.org/law-practice/legal-texts/epc.html>); Council Regulation (EC) No 207/2009 of 26/02/2009 on the Community trade mark (EU OJ L 78/1 of 24/03/2009).

European Seal. The Universitat de València shall send the shortlist to both Offices' Human Resources Departments, no later than 30th June each year.

The Offices will freely and independently select from this shortlist the student(s) for traineeships within the framework of the Pan-European Seal. The Universitat de València may provide further details or reference letters in support of the candidates.

Professional traineeship programme

Candidates must, by the start of their traineeship contract:

- a)** have obtained a full undergraduate university degree certificate or its equivalent;
- b)** in the case of the EPO, regarding the fields of search and examination, traineeships will also be open to final year students;
- c)** have completed a minimum of one online OHIM Academy Learning Portal (OALP) course completed with certificate or one EPO e-learning course, depending on the organisation where the candidate sends his application;
- d)** have knowledge of one OHIM's five working languages (German, English, French, Italian or Spanish) or one of EPO's three working languages (German, English or French) at a minimum attested level of B1 following the Common European Framework of Reference for languages;
- e)** not have benefited or be benefiting from any kind of in-service traineeship (paid or unpaid) and not be or have been an assistant to a member of the Parliament, a contractual consultant or *intra-muros researcher*, or a temporary, contract, auxiliary or interim staff member within a European Institution, agency or body.

Article 4

Use of the Pan-European Seal logo

1. The Offices grant to the Universitat de València, and the Universitat de València accepts, a non-exclusive, non-transferable, free-of-charge license to use the logo on all promotional activities and materials for the courses promoted by Universitat de València for the term of validity of the present Memorandum.
2. The Signatories fully acknowledge that the logo and any present or future related intellectual property rights are and will remain the sole property of the Offices.
3. The logo may be represented by any of the two versions of the following sign:



4. The Universitat de València shall only use the logo as a whole as graphically represented in point 3 of this article. Furthermore,
- a) whenever used, the integrity of the logo must be respected. Therefore, only changes in the size of the distinctive sign are allowed;
 - b) the logo shall be displayed in a material, size, format and place that allow a proper and dignifying visualization.

Article 5

Other Cooperation Initiatives

1. The Signatories are open to establishing other forms of co-operation, such as organising events, including conferences, lectures, workshops, seminars and IP days, addressing IP awareness and education.
2. The activities and projects foreseen under point 1 of this article shall be the subject of specific agreements.

Article 6

Protection of information/data - Duty of confidentiality

1. 'Information' or 'data' means all materials, documents and information, including – but not limited to – names or other personal data, in whatever form. Each Signatory agrees to restrict the use of the information supplied to it by another Signatory exclusively to the purpose of implementing this Memorandum of Understanding, the written prior consents of the other Signatories will be required if one Signatory wishes to use such information for other purposes.
2. Each Signatory guarantees that documents, information and any other knowledge of a confidential nature will not be disclosed or transmitted to third parties without the prior written consents of the other Signatories.
3. Each Signatory is liable for the safekeeping of all data within the above-mentioned meaning. It must also ensure that such data can be accessed only by persons requiring it for the purpose of implementing this Memorandum of Understanding.

The provisions above do not apply to data which is or becomes available to the general public other than as a result of a breach of such provisions, or which a Signatory is ordered to disclose by a court or administrative or executive authority, provided that it informs the other Signatories concerned without delay of such order and gives them an opportunity to contest the need for disclosure or apply for an appropriate order to maintain confidentiality.

Without prejudice to applicable national provisions on data protection, the Signatories remain bound by the above provisions for a period of five years after the Programme has been terminated.

Article 7

Financing

1. The implementation of this Memorandum of Understanding remains subject to the availability of the necessary resources or means, including – but not limited to – ICT tools,

budget and human resources, including staff time. The present Memorandum does not involve the transfer of financial resources between the Signatories.

2. The programmes, projects and specific activities shall be financed by the organising Signatory, unless expressly agreed otherwise by the Signatories in a separate agreement.

3. Sponsorship by other entities is acceptable, provided it does not harm the image of either the Pan-European Seal or the Offices and/or does not undermine their role in the sponsored activities.

Article 8

Follow-up, assessment and early termination

1. The implementation, organisation and functioning of actions undertaken within the scope of the present Memorandum will be the subject of ongoing follow-up and assessment by representatives appointed by the Presidents of both Offices in order to:

a) assess the results of their co-operation;

b) identify potential new areas where joint actions may be envisaged and where specific activities and co-operation initiatives may be proposed.

2. Every two years, the representatives appointed by the Presidents of both Offices will reassess whether the Universitat de València, fulfils the requirements set out in the present Memorandum.

3. Additionally, if for any reason the Universitat de València ceases to fulfil any of the mandatory requirements for the granting of the licence to use the logo, as foreseen in Article 4, it shall immediately inform the Offices thereof. The representatives of the Presidents of both Offices will then decide if the conditions are met for Universitat de València to maintain the licence to use the logo.

4. In case of a negative appraisal, the Offices, after hearing Universitat de València, will be entitled to terminate this Memorandum unilaterally. The termination shall have no effects on ongoing traineeships.

Article 9

Duration and termination

1. The present Memorandum will start with the academic year 2015/16 for an unspecified period of time.

2. This Memorandum may be terminated:

a) at any time by mutual agreement of the Signatories;

b) unilaterally, for any reason including for its own convenience, by either of the Signatories given the other Signatories six months' prior notice;

c) in the situations foreseen in Article 8.2 to 8.4.

3. Irrespective of the reasons for the termination of this Memorandum, termination shall take effect only in the subsequent academic year, with no effects on the ongoing traineeships.

Article 10

Final provisions

1. The provisions of the present Memorandum may be amended by mutual agreement of the Signatories in an amending Memorandum of Understanding or by exchange of letters, specifying the starting date of the amendments. Work plans, meetings' minutes or other documents of the kind drawn up while carrying out the Programme, even if signed by all the present Signatories, may not be deemed as amending this Memorandum of Understanding.

2. All matters or disputes related to the interpretation and application, including termination, of this Memorandum should be amicably resolved by mutual agreement.

Such mutual agreement should be reached within 90 calendar days starting from the date on which one of the Signatories sends a written communication to the other two signatories explicitly sharing the understanding that a point of controversy, claim or dispute has possibly arisen. The Signatories will do their utmost to settle any possible dispute, claim or controversy through discussion fostering a climate conducive to a compromise. If no agreement is reached within set period, this MoU is terminated with the effect in the subsequent academic year, with no effects on the ongoing traineeships.

Signed in Valencia, on ??/??/2015, in three original copies in English.

EPO
The President

OHIM
The President

UV
The Rector

Benoît Battistelli

António Campinos

Esteban Morcillo Sánchez