



Memorandum of Understanding

between the

European Union Intellectual Property Office

and

Eurojust

The European Union Intellectual Property Office, located at Avenida Europa 4,
03008 Alicante, Spain (**EUIPO**),
represented for the purpose of signing this Memorandum of Understanding (the "MoU")
by Mr. António Campinos, Executive Director, duly entitled to sign,

of the one part

AND

The **European Union Judicial Cooperation Unit (Eurojust)**, located at Saturnusstraat
9, 2516 AD Den Haag, Netherlands, and represented for the purpose of signing this MoU
by Mrs. Michèle Coninx, President, duly entitled to sign,

of the other part

Hereafter jointly referred to as the "Parties" or individually as the "Party"

Whereas Eurojust was established by Council Decision of 28 February 2002 as last amended by Council Decision 2009/426/JHA of 16 December 2008 with a view to reinforcing the fight against serious crime (hereinafter referred to as the "Eurojust Decision") ;

Considering Article 26(1) of the Eurojust Decision, which provides that Eurojust may establish and maintain cooperative relations with the institutions, bodies and agencies set up by, or on the basis of, the Treaties establishing the European Communities or the Treaty on European Union;

Whereas the Regulation (EU) No 386/2012 of 19 April 2012 entrusts EUIPO with tasks related to the enforcement of intellectual property rights, including the assembling of public and private-sector representatives as the European Observatory on Infringements of Intellectual Property Rights;

Considering that Article 1 of the Regulation (EU) No 386/2012 entrusts EUIPO with tasks aimed at facilitating and supporting, amongst others, the activities of the European Union institutions and that of the Member States in the fight against infringements of the intellectual property rights covered by the Directive 2004/48/EC of 29 April 2004;

Aware of the increasing involvement of international organised crime in counterfeiting and piracy;

Considering that the Parties are willing and ready to develop a strategic cooperation that could help them to achieve their respective objectives;

Respectful of the obligations of the Parties under the Charter of Fundamental Rights of the European Union;

Have agreed as follows:

Article 1
Purpose of the cooperation

The purpose of this MoU is to foster cooperation between the Parties in compliance with their respective mandates.

1. Any activity conducted under this MoU is subject to its prior inclusion in the Parties' respective work programmes and to their budgetary capacity. The Parties undertake to implement any such activity in full observance of their respective rules and practices.

Article 2
Areas for enhanced cooperation

1. Specific cooperation projects and terms of use of the statistical data to be exchanged between the Parties shall be jointly agreed in writing and their implementation shall be undertaken with reference to each Party's annual work programme taking into account the availability of adequate resources.
2. Eurojust and EUIPO:
 - a. Shall invite each other to awareness raising and knowledge building events on intellectual property and enforcement issues convened under their respective auspices whenever matters in which the other Party might have an interest are being discussed. The Parties shall ensure the timely exchange of information on meeting schedules and agendas to facilitate the expression of such interest.
 - b. Shall cooperate in the exchange and sharing of statistical data in the area of counterfeiting and product piracy in full respect of Article 3.5 of this MoU.

Article 3
Exchange of strategic and technical information

1. Exchange of information between the Parties shall only take place and be used for the purpose of and in accordance with the provisions of this MoU.
2. Any information exchanged shall be in accordance with Article 3(5) of this MoU.
3. The exchange of "strategic information" includes, but it is not limited to:
 - a. Information and analysis of strategic nature such as trends and challenges faced as result of EUIPO's or Eurojust's activities;
 - b. Observations and general findings resulting from EUIPO's or Eurojust's activities that could support the work of the other Party;
4. The exchange of "technical information" includes, but is not limited to:
 - a. Means of strengthening administrative, judicial and law enforcement structures and cooperation in the fields covered by this MoU, including the sharing of know-how and statistics related to the estimate of the extent of

counterfeiting and product piracy, and intellectual property rights enforcement.

- b. Training for the Parties' experts in the areas of cooperation.
5. Exchange of information or experience provided for in this MoU shall not include the transmission of operational information including data relating to an identified or identifiable person.

Article 4 Confidentiality

6. Each Party shall ensure that information, including EU classified information (EUCI), provided or exchanged under the MoU will receive a level of protection that is equivalent to the level of protection offered by the security standards applied to that information by the other Party, based on the basic principles and minimum standards of the applicable legal framework at EU level.

Article 5 Consultations and assessment of cooperation

1. Each Party shall establish a contact point to coordinate the cooperation with the other Party. The contact points shall maintain mutual and regular exchange of information and consultation on the cooperation activities undertaken, on projects of mutual interest that may be jointly implemented, and on all other matters of common interest falling under the present MoU.
2. At least once per year, the Parties shall report to each other on the state of implementation of this MoU and propose, where appropriate, methods for improvement.

Article 6 Settlement of disputes

1. All disputes which may emerge in connection with the interpretation or application of the present MoU shall be settled by means of consultations and negotiations between representatives of the Parties with the view to finding an equitable solution.
2. In the event of serious failings of either Party to comply with the provisions of this MoU, or a Party is of the view that such a failing may occur in the near future, either Party may suspend the application of this MoU temporarily, pending the application of paragraph 1.

Article 7 Expenses

The Parties shall commit to bear their own expenses which might arise in the course of implementation of the present MoU, unless otherwise agreed on a case-by-case basis.

Article 8
Amendments and supplements

1. This MoU may be amended and supplemented in writing, at any time by mutual consent between the Parties. Such amendment shall enter into force after the Parties have notified each other of the completion of their respective internal requirements.
2. The Parties shall enter into consultations with respect to any amendment and supplement of this MoU at the request of either of them.

Article 9
Termination of the agreement

This MoU may be terminated in writing by either of the Parties by giving three months' notice.

Article 10
Entry into force and validity

This MoU shall enter into force on the first day of the month following its signature by both parties.

Done at The Hague, on the 12 July 2016, in duplicate copy in the English language.

For **EUIPO**



António Campinos
Executive Director

For **Eurojust**



Michèle Coninx
President