



INTELLECTUAL PROPERTY  
OFFICE  
REPUBLIC OF ARMENIA



**EUIPO**  
EUROPEAN UNION  
INTELLECTUAL PROPERTY OFFICE

**MEMORANDUM OF UNDERSTANDING  
ON BILATERAL COOPERATION  
BETWEEN**

**THE INTELLECTUAL PROPERTY OFFICE OF ARMENIA  
(AIPO)**

**AND**

**THE EUROPEAN UNION INTELLECTUAL PROPERTY OFFICE  
(EUIPO)**

The Intellectual Property Office of Armenia (hereinafter referred to as 'AIPO'), represented by Ms Kristine Hambaryan, Acting Head,

of the one part,

and

the European Union Intellectual Property Office (hereinafter referred to as 'the EUIPO'), represented by Mr Christian Archambeau, Executive Director,

of the other part,

hereinafter jointly referred to as 'the Offices';

WHEREAS:

- (1) The EUIPO is responsible for managing the EU trade mark and the registered Community design. It also works with the intellectual property (IP) offices of the EU Member States and international partners to offer a similar registration experience for trade marks and designs across Europe and the world.
- (2) The Intellectual Property Office of Armenia (AIPO) is the State authority responsible for registering industrial property subject matter. AIPO acts within the Ministry of Economy of the Republic of Armenia and is responsible for the implementation of relevant intellectual property right (IPR) policies.
- (3) Fostering and strengthening international cooperation in the field of IP rights (IPR) with IP offices of non-EU countries is a key element of the EUIPO's policy in the sphere of international cooperation, as established by the EUIPO Strategic Plan 2025 adopted by its Management Board and in compliance with Article 151(2) of

Regulation (EU) 2017/1001 on the European Union trade mark<sup>(1)</sup>, in conjunction with Articles 2(1)(h) and 2(2)(m) of Regulation (EU) No 386/2012 on entrusting the Office for Harmonization in the Internal Market (Trade Marks and Designs) with tasks related to the enforcement of intellectual property rights, including the assembling of public and private-sector representatives as a European Observatory on Infringements of Intellectual Property Rights<sup>(2)</sup> and Directive 2012/28/ EU on certain permitted uses of orphan works<sup>(3)</sup>,

**CONSIDERING:**

- (1) The willingness of the Offices to develop stronger cooperation ties that can lead to forging a strategic partnership between them.
- (2) The interest of the Offices in expanding cooperation and sharing experiences in intellectual property administration, for the purpose of strengthening their IP systems and services.
- (3) The fact that the Offices have the human, technical and material means to implement the objectives set out in this Memorandum of Understanding (MoU),

**Have reached the following understanding:**

*Paragraph 1*

**Object**

1. The MoU sets out the terms and conditions under which the Offices will mutually cooperate in areas they consider to be a priority.
2. This MoU does not prejudice the establishment of joint projects under existing or future programmes.
3. Any activity conducted under this MoU is subject to its prior inclusion in the Offices' respective work programmes and to the budgetary capacity of the two parties. The Offices undertake to implement any such activity in full observance of their respective rules and practices.
4. The legal framework lays down that international cooperation is one of the EUIPO's statutory responsibilities.

*Paragraph 2*

**Cooperation scope**

1. Without prejudice to any cooperation undertaken in the context of any future similar project funded by the European Union, the Offices will undertake bilateral cooperation activities related to trade marks and designs as well as activities related to IP enforcement, IP education and IP awareness. These activities will target the

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<sup>(1)</sup> OJ L 154, 16.6.2017, p. 1.

<sup>(2)</sup> OJ L 129, 16.5.2012, p. 1-6.

<sup>(3)</sup> OJ L 299, 27.10.2012, p. 5-12.

AIPO, its staff, IP users and rights holders (with particular focus on small and medium-sized enterprises).

2. The Offices will carry out the cooperation activities in full compliance with their respective jurisdictions, institutional directives, applicable laws, and international treaties.
  - a) **Information tools:** the Offices may cooperate more closely on matters pertaining to the publication of trade mark and design data in online search services made available to the general public. For example, the Offices may cooperate in order to enable AIPO trade mark and design data to be integrated into the online information and classification systems developed by the EUIPO, namely TMview, DesignView, TMclass and DesignClass.
  - b) **Information technology (IT) systems for IP management:** the Offices may cooperate on activities related to exchanging knowledge and experiences, developing and expanding each other's IT solutions, automation and modernisation schemes. The Offices will hold meetings between their IT experts to discuss major IT issues and projects, with a focus on modernising IP systems and improving internal and external solutions. As much as possible, meetings will be held online.
  - c) **Classification and other IP-related databases:** the Offices may strengthen their cooperation on trade mark and design-related databases, such as those related to classification. This may also be extended to other IP databases that could be developed and of interest to the Offices.
  - d) **Alignment of trade mark and design best practices:** the Offices may cooperate on activities concerning the alignment of trade mark and design examination practices and related methodologies.
  - e) **Networking and awareness-raising activities:** the Offices may organise networking and awareness-raising activities, such as seminars on the protection of trade marks and designs, in the European Union and abroad, and may collaborate in IP education and awareness initiatives.
  - f) **Training programmes:** the Offices may cooperate on IP training programmes designed for members of their staff or the general public. The scope of cooperation may include jointly organising seminars or workshops, providing e-learning courses, and participating in each other's training activities. The Offices will strive to enhance cooperation between the EUIPO's Academy and AIPO's training initiatives, including regular exchanges of information on their respective developments and activities.
  - g) **Trade mark and design experts meetings:** the Offices may hold expert group meetings to exchange knowledge and experiences, and discuss major pending issues in the field of trade marks and designs. As much as possible, meetings will be held online.
  - h) **Trade mark and design statistics:** the Offices may cooperate in exchanging statistical data on trade marks and designs. The scope of the statistical data to be exchanged may be discussed at an experts meeting. As much as possible, meetings will be held online. By mutual consent, the Offices may discuss other cooperation activities raised by one of the Offices in relation to trade mark and design statistics and may collaborate with the competent

intellectual property authorities of other countries and international organisations, such as the World Intellectual Property Organization, particularly with regard to activities related to trade mark and design statistics.

- i) **Secondment programme for examiners and other staff:** the Offices may offer secondment opportunities for their examiners and other staff for a duration and on terms that are mutually agreed by the Offices.
  - j) **Quality management systems:** the Offices may exchange information, knowledge and experiences concerning their integrated quality management systems and methodologies, to improve quality and timeliness. As much as possible, meetings will be held online.
  - k) **IP economics and studies:** the Offices may exchange information on the methodology and set-up of IP economic-related studies. As much as possible, meetings will be held online.
  - l) **Enforcement related matters:** the Offices may exchange information on their respective IP enforcement-related activities and may identify areas for developing common initiatives in this respect (e.g. IP enforcement-related tools, awareness and IP education initiatives). As much as possible, meetings will be held online.
3. The Offices will commit to ensuring the sustainability of the results of the initiatives undertaken, such as those related to tools, applications and practices.
  4. Whenever appropriate for the achievement of the objectives of the MoU, the Offices may identify other areas of cooperation and incorporate them into this MoU as a specific addendum.

### *Paragraph 3* **Implementation**

The setting up of any cooperation project should include details on the extent, coordination and administration of the project and any other relevant information. The Offices will draw up a biennial implementation plan that specifies all the activities.

### *Paragraph 4* **Protection of information and personal data**

1. The Offices shall use the information obtained during any activities covered by this MoU exclusively for internal purposes. The prior written consent of the other Office shall be required when one of the Offices wishes to use such information for other purposes.
2. Each of the Offices shall guarantee that documents, information and any other knowledge of a confidential nature will not be disclosed or forwarded to third parties without the prior written consent of the other Office.
3. The MoU does not imply transfer of ownership of any IPR between the Offices. The IPR of each Office that were in existence prior to, or are developed outside the scope of the MoU, as well as any associated enhancements, modifications and/or derivatives, shall remain the exclusive property of that Office.

4. The ownership of any IPR related to any work performed under the MoU shall be vested in the Office implementing the affected activity. The Offices may expressly agree otherwise in a mutually signed written agreement.
5. Where implementing this MoU requires processing personal data, the Offices undertake to act in accordance with the data protection regulations applicable to them. The Offices undertake to determine, where necessary, their roles and responsibilities for processing personal data in implementing this MoU in a specific addendum.

*Paragraph 5*  
**Financing**

1. The MoU does not involve the transfer of financial resources between the Offices.
2. The programmes, projects and specific activities will be financed by the Offices jointly or by either of the Offices exclusively, depending on the respective budgetary limits and a mutual agreement between the Offices.

*Paragraph 6*  
**Follow-up**

1. Ongoing follow-up and assessment is required for the implementation, organisation and functioning of the actions undertaken within the scope of the MoU. The Offices are responsible for the following:
  - i. assessing the results of the implemented actions;
  - ii. identifying the areas in which cooperation should be strengthened and improved;
  - iii. determining new areas for joint actions and proposing new projects, programmes and specific activities;
  - iv. identifying cases in which cooperation should be suspended or terminated;
  - v. drafting recommendations for improving cooperation mechanisms.
2. This follow-up will be reviewed during a high-level annual meeting between the Offices, at a mutually agreed time and place.

*Paragraph 7*  
**Entry into force and termination**

The MoU shall come into effect on the date of the signature by the Offices and remain in effect for 4 years from that date. It may be extended by the Offices' mutual written consent. The Offices will revise the content of the MoU on a regular basis and agree an implementation plan on a biennial basis. The MoU will be terminated by mutual agreement or by one of the Offices giving the other 6 months prior notice.

*Paragraph 8*  
**Final provisions**

1. The MoU may be amended by mutual consent of the Offices. Any amendments must be formalised in writing and shall include the dates when the amendments become effective.
2. This MoU is not intended to create any legally binding obligations or corresponding rights for the Offices.
3. All matters or disputes related to the interpretation and application of the MoU will be resolved by the Office's mutual agreement.
4. Unless the Offices agree otherwise, early termination of the MoU shall not hinder any ongoing projects or activities.
5. In the event that this MoU is signed in duplicate in another language and there is a discrepancy between the two language versions, the English language version shall prevail.

Signed in Alicante, Spain, and in Yerevan, Republic of Armenia in English

**For the Intellectual Property Office of  
the Republic of Armenia**



**Ms Kristine Hambaryan  
Acting Head**

Date: 24.12.2021

**For the European Union Intellectual  
Property Office**



**Mr Christian Archangeau  
Executive Director**

Date: 16/12/2021