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Università degli Studi di Messina
Amministrazione centrale - UNIMECLE
Centro Attrazione Risorse Esterne e Creazione d'Imprese (CARECI)
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MEMORANDUM OF UNDERSTANDING

between:

THE EUROPEAN PATENT OFFICE (EPO)

AND

EUROPEAN UNION INTELLECTUAL PROPERTY OFFICE (EUIPO)

AND

UNIVERSITY OF MESSINA

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 **European Union Intellectual Property Office (EUIPO)** is the European Union Agency responsible for registering European Union trademarks and registered Community designs in the EU, and for running the EU Observatory on Infringements of Intellectual Property Rights;

(3) EPO and EUIPO, 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)UNIVERSITY OF MESSINAhas a mandate to provide high-level education and undertake research in all field of knowledge, such as engineering, computer science, law, humanities, medicine and surgery, biological sciences, and offers a variety of diplomas awarded by the same **UNIVERSITY OF MESSINA**;

(6) The Pan-European Seal Professional Traineeship Programme, (the 'Pan-European Seal') envisages establishing a close and solid relationship between the EUIPO, 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 **UNIVERSITY OF MESSINA**, (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 **UNIVERSITY OF MESSINA** subject to the terms and conditions set out in the present Memorandum.

Article 2
Endeavours

1.The **UNIVERSITY OF MESSINA** hereby undertakes to participate in the Pan-European Seal.
2.The **UNIVERSITY OF MESSINA** shall fulfil the following obligations:
a)The **UNIVERSITY OF MESSINA** will publish the Pan-European Seal logo on their homepage and directly related websites and links of its courses;
b)The **UNIVERSITY OF MESSINA** will promote the EPO's online trainingas well as EUIPO Academy Learning Portal 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 https://euipo.europa.eu/knowledge/;
c)Awareness dissemination amongst teachers and students of the IP Teaching Kit, co-developed by the Offices, which the **UNIVERSITY OF MESSINA** will publish on its homepage of the CARECI website (Center for Attraction of Financial Resources and Business Creation – UNIVERSITY OF MESSINA) in the part dedicated to spread the knowledge of Intellectual Property Rights:
http://www.epo.org/learning-events/materials/kit.html
3. The Offices will endeavour to give the **UNIVERSITY OF MESSINA** 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 European Union Intellectual Property Office and of the European Patent Organisation, including their organs, in accordance with their respective constituent acts[1].

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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); Regulation (EU) 2015/2424 of The European Parliament and of The Council of 16 December 2015 amending Council Regulation (EC) No 207/2009 on the Community trade mark (EU OJ L341 of 24/12/2015).

Article 3
Eligibility and shortlist of candidates

The **UNIVERSITY OF MESSINA** 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-European Seal.The **UNIVERSITY OF MESSINA** shall send the shortlist to both Offices' Human Resources Departments, no later than 30th April 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 **UNIVERSITY OF MESSINA** 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 EUIPO Academy Learning Portal 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 EUIPO'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)in case of application for traineeship at the EU IPO 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 **UNIVERSITY OF MESSINA** and the **UNIVERSITY OF MESSINA** 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 the **UNIVERSITY OF MESSINA** 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 **UNIVERSITY OF MESSINA** 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 point1 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 theSignatories.

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 Executive Director of EUIPO and the President of EPO 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 Executive Director of EUIPO and the President of EPO will reassess whether the **UNIVERSITY OF MESSINA** fulfils the requirements set out in the present Memorandum.

3. Additionally, if for any reason the **UNIVERSITY OF MESSINA** 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 Executive Director of EUIPO and the President of EPO will then decide if the conditions are met for **UNIVERSITY OF MESSINA** to maintain the licence to use the logo.

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

Article 9
Duration and termination

1.By signing the present Memorandum, the **UNIVERSITY OF MESSINA** agrees to participate in the Pan-European Seal programme, according to what is mutually decided within this scope.

2. The present Memorandum will start with the academic year 2016/17 for an unspecified period of time.

3. This Memorandum may be terminated:

a)at any time by mutual agreement of theSignatories;

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 Article8.2 to 8.4.

4. 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 ALICANTE (place of signature), on 11/04/2018 (date of signature), in three original copies in English.

EPO	**EUIPO**	**UNIVERSITY OF MESSINA**
The President	**The Executive Director**	**The Rector**
BenoîtBattistelli	António Campinos	Pietro Navarra