ACORD
dintre Republica Moldova şi Georgia cu privire la recunoaşterea şi protecţia reciprocă a indicaţiilor geografice

Tbilisi, 1 februarie 2023

COPIE CERTIFICATĂ
TEXT ÎN LIMBA ENGLEZĂ

AGREEMENT
BETWEEN THE REPUBLIC OF MOLDOVA AND GEORGIA ON THE MUTUAL RECOGNITION AND PROTECTION OF GEOGRAPHICAL INDICATIONS

The REPUBLIC OF MOLDOVA and GEORGIA, hereinafter referred to as the "Contracting Parties",

Considering that the Contracting Parties agree to promote between them a harmonious development of the geographical indications as defined in Article 22(1) of the Agreement on Trade Related Aspects of Intellectual Property Rights (TRIPS) and to foster the trade of the goods originating in the territories of the Contracting Parties,

Have agreed as follows:

ARTICLE 1
AREAS OF COOPERATION

1. This Agreement applies to the mutual recognition and protection of geographical indications of goods originating in the territories of the Contracting Parties.
2. The Contracting Parties, according to this Agreement and the national legislation fulfilling the criteria laid down in Annex I, agree to recognize and protect geographical indications as set in Annexes III and IV to this Agreement.
3. "Geographical indication" shall mean an indication as defined in Article 22(1) of the TRIPS Agreement, which also includes "appellations of origin".

ARTICLE 2
ESTABLISHED GEOGRAPHICAL INDICATIONS

1. Having completed an objection procedure in accordance with the criteria set out in Annex II to this Agreement, and having examined the geographical indications of the Republic of Moldova listed in Annex IV to this Agreement, which have been registered by the Republic of Moldova under the national legislation, Georgia shall protect those geographical indications according to the level of protection laid down in this Agreement.

2. Having completed an objection procedure in accordance with the criteria set out in Annex II to this Agreement, and having examined the geographical indications of Georgia listed in Annex III to this Agreement, which have been registered by Georgia under the national legislation, the Republic of Moldova shall protect those geographical indications according to the level of protection laid down in this Agreement.

ARTICLE 3
ADDITION OF NEW GEOGRAPHICAL INDICATIONS

1. The Contracting Parties agree on the possibility to add in Annexes III and IV to this Agreement new geographical indications to be protected, in accordance with the procedure set out in Article 11 (4) of this Agreement after having completed the objection procedure and after having examined the geographical indications as referred to in Article 2 of this Agreement to the satisfaction of both Contracting Parties.
2. A Contracting Party shall not be required to protect as a geographical indication a name that conflicts with the name of a plant variety or an animal breed and as a result is likely to mislead the consumer as to the true origin of the product.

ARTICLE 4
SCOPE OF PROTECTION OF GEOGRAPHICAL INDICATIONS

1. The geographical indications listed in Annexes III and IV to this Agreement, as well as those added pursuant to Article 3 (1) of this Agreement, shall be protected against:
   (a) any direct or indirect commercial use of a protected name:
      (i) for comparable products not compliant with the product specification of the protected name, or
      (ii) in so far as such use exploits the reputation of a geographical indication;
   (b) any misuse, imitation or evocation, even if the true origin of the product is indicated or if the protected name is translated, transcribed, transliterated or accompanied by an expression such as "style", "type", "method", "as produced in", "imitation", "flavour", "like" or similar;
   (c) any other false or misleading indication as to the provenance, origin, nature or essential qualities of the product, on the inner or outer packaging, advertising material or documents relating to the product concerned, and the packing of the product in a

container liable to convey a false impression as to its origin;

(d) any other practice liable to mislead the consumer as to the true origin of the product.

2. If geographical indications are wholly or partially homonymous; protection shall be granted to each indication provided that it has been used in good faith and with due regard for local and traditional usage and the actual risk of confusion. Without prejudice to Article 23 of the TRIPS Agreement, the Contracting Parties shall mutually decide the practical conditions of use under which the homonymous geographical indications will be differentiated from each other, taking into account the need to ensure equitable treatment of the producers concerned and that consumers are not misled. A homonymous name which misleads the consumer into believing that products come from another territory shall not be registered even if the name is accurate as far as the actual territory, region or place of origin of the product in question is concerned.
3. Where a Contracting Party, in the context of negotiations with a third country, proposes to protect a geographical indication of that third country, and the name is homonymous with a geographical indication of the other Contracting Party the latter shall be consulted and be given the opportunity to comment before the name is protected.
4. Nothing in this Agreement shall oblige a Contracting Party to protect a geographical indication of the other Contracting Party, which is not, or ceases to be, protected in its country of origin. The Contracting Parties shall notify each other if a geographical indication ceases to be protected in its country of origin.
5. The provisions of this Agreement shall in no way prejudice the right of any person to use, in the course of trade, that person's name or the name of that person's predecessor in business, except where such name is used in such a manner as to mislead consumers.

ARTICLE 5

PROTECTION OF TRANSCRIPTION OF GEOGRAPHICAL INDICATIONS

Geographical indications protected under this Agreement in the Georgian and Latin alphabets shall be protected in the territories of the Contracting Parties together with their transcriptions. This transcription may also be used for labeling purposes for the products concerned.

ARTICLE 6

RIGHT OF USE OF GEOGRAPHICAL INDICATIONS

1. A name protected under this Agreement may be used by any operator marketing, processing or preparing products which conform to the corresponding product specification.
2. Once a geographical indication is protected under this Agreement, the use of such protected

name shall not be subject to any registration of users or further charges.

ARTICLE 7
ENFORCEMENT OF PROTECTION

The Contracting Parties shall enforce the protection provided for in Articles 2 to 4 by appropriate administrative actions or legal proceedings, as appropriate, including at the customs border (export and import), in order to prevent and stop any unlawful use of the protected geographical indications. They shall also enforce such protection at the request of an interested party.

ARTICLE 8
RELATIONSHIP WITH TRADEMARKS

1. The Contracting Parties shall refuse to register or shall invalidate, *ex officio* or at the request of any interested party in conformity with the legislation of each Contracting Party, a trademark that corresponds to any of the situations referred to in Article 4(1) of this Agreement in relation to a protected geographical indication for like products, provided an application to register the trademark is submitted after the date of application for protection of the geographical indication in the territory concerned.
2. For geographical indications referred to in Article 2 of this Agreement, the date of application for protection shall be the date of entry into force of this Agreement.
3. For geographical indications referred to in Article 3 of this Agreement, the date of application for protection shall be the date of the transmission of a request to the other Contracting Party to protect a geographical indication.
4. For geographical indications referred to in Article 3 of this Agreement, the Contracting Parties shall have no obligation to protect a geographical indication where, in the light of a reputed or well-known trademark, protection is liable to mislead consumers as to the true identity of the product.
5. Without prejudice to paragraph 4, the Contracting Parties shall protect geographical indications also where a prior trademark exists. A prior trademark shall mean a trademark the use of which corresponds to one of the situations referred to in Article 4(1) of this Agreement, which has been applied for, registered or established by use, if that possibility is provided for by the legislation concerned, in the territory of one of the Contracting Parties before the date on which the application for protection of the geographical indication is submitted by the other Contracting Party under this Agreement. Such trademark may continue to be used and renewed notwithstanding the protection of the geographical

indication, provided that no grounds for the trademark's invalidity or revocation exist in the legislation on trademarks of the Contracting Parties.

ARTICLE 9
GENERAL RULES

1. This Agreement shall apply without prejudice to the rights and obligations of the Contracting Parties under the TRIPS Agreement.
2. Import, export and marketing of any product referred to in Articles 2 and 3 of this Agreement shall be conducted in compliance with the laws and regulations applying in the territory of the importing Contracting Party.
3. Any matter arising from technical specifications of registered names shall be dealt within the Joint Committee established pursuant to Article 11 of this Agreement.
4. Geographical indications protected under this Agreement may only be cancelled by the Contracting Party in which the product originates.
5. A product specification referred to in this Agreement, including any amendments thereto, shall be approved by the competent authorities of the Contracting Party in the territory of which the product originates.
6. The Annexes I-IV constitute an integral part of this Agreement.

ARTICLE 10
COOPERATION AND TRANSPARENCY

1. The Contracting Parties shall, either directly or through the Joint Committee established pursuant to Article 11 of this Agreement, maintain contact on all matters relating to the implementation and the functioning of this Agreement. In particular, a Contracting Party may request from the other Contracting Party information related to products specifications and their modification, and contact points for control provisions.
2. Each Contracting Party may make publicly available the product specifications or a summary thereof and contact points for control provisions corresponding to geographical indications of the other Contracting Party protected pursuant to this Agreement.

ARTICLE 11
JOINT COMMITTEE

1. The Contracting Parties agree to set up a Joint Committee on geographical indications, consisting of representatives of both Contracting Parties with the purpose of monitoring the development of this Agreement and intensifying their cooperation and dialogue on geographical indications.
2. Each Contracting Party shall appoint a Head of Delegation who shall be the contact person for all matters relating to the Joint Committee.
3. The Joint Committee adopts its decisions by consensus. It shall determine its own rules of procedure. It shall meet at the request of either of the Contracting Parties, alternatively in Georgia and in the Republic of Moldova, at a time and a place and in a manner (which may include by video conference) mutually determined by the Contracting Parties, but no later than 90 days after the request.
4. The Joint Committee shall also see to the proper functioning of this Agreement and may consider any matter related to its implementation and operation. The Joint Committee shall be responsible for:
   (a) modifying Annexes III and IV to this Agreement as regards geographical indications;
   (b) exchanging information on legislative and policy developments on geographical indications and any other matter of mutual interest in the area of geographical indications;
   (c) exchanging information on geographical indications for the purpose of considering their protection in accordance with this Agreement;
   (d) monitoring the latest developments regarding the enforcement of the protection of the geographical indications listed in Annexes III and IV.
   (e) Cooperation against any actions that may mislead the public as to the true origin of the products;
   (f) Any other issues related to implementation of the present agreement.

ARTICLE 12
DIVERGENCES

Any dispute concerning the application or interpretation of this Agreement shall be settled between the Contracting Parties by means of consultations and/or negotiations.

ARTICLE 13
AMENDMENTS AND ADDITIONS

Amendments and additions may be introduced to the Agreement upon mutual consent of the Contracting Parties, which shall be formed as a separate document and enter into force in accordance with the Article 14 of the present Agreement. The documents formed thereby, shall constitute an integral part of this Agreement.

ARTICLE 14
ENTRY INTO FORCE

The Agreement shall enter into force on the date of receipt of the last written notification through diplomatic channels on the fulfilment by both Contracting Parties of internal procedures necessary for the entry into force.

ARTICLE 15
VALIDITY

The present Agreement is concluded for a period of five (5) years and shall be prolonged automatically for further periods of five (5) years, unless either Contracting Party notifies through diplomatic channels, of its intent to terminate this Agreement. The notification shall be sent at least 6 months prior to the date of expiration of the validity of this Agreement.

Done at Tbilisi, on 01.02.2023 in two originals each in Romanian, Georgian and English languages, all texts being equally authentic. In case of divergent interpretation of the provisions of this Agreement, the English text shall prevail.

FOR THE REPUBLIC OF MOLDOVA

FOR GEORGIA

ANNEX I

ELEMENTS FOR REGISTRATION AND CONTROL OF GEOGRAPHICAL INDICATIONS AS REFERRED TO IN ARTICLE 2

1. A register listing geographical indications protected in the territory;
2. An administrative process verifying that geographical indications identify a good as originating in a territory, region or locality of one or more states, where a given quality, reputation or other characteristic of the good is essentially attributable to its geographical origin;
3. Control provisions applying to production;
4. A right for any producer established in the area who submits to the system of controls to produce the product labeled with the protected name provided he complies with the product specification;
5. An objection procedure that allows the legitimate interests of prior users of names, whether those names are protected as a form of intellectual property or not, to be taken into account;
6. A rule that protected names may not become generic;
7. Provisions concerning the registration, which may include refusal of registration, of terms homonymous or partly homonymous with registered terms, terms customary in common language as the common name for goods, terms comprising or including the names of plant varieties and animal breeds. Such provisions shall take into account the legitimate interests of all parties concerned.

ANNEX II

CRITERIA TO BE INCLUDED IN THE OBJECTION PROCEDURE REFERED TO IN ARTICLE 2

1. List of name(s) with the corresponding transcription into Latin and Georgian characters.
2. Information about the product category.
3. Invitation to any third country or any natural or legal persons having a legitimate interest, established or resident in a Contracting State or in a third country to submit objections to such protection by lodging a duly substantiated statement.
4. Statements of objection must reach the State Agency on Intellectual Property of the Republic of Moldova (AGEPI) or to the National Intellectual Property Center of Georgia - "SAKPATENTI" within three months from the date of the publication of the information notice and are not subject to the formal and fee payment conditions.
5. Statements of objection shall be admissible only if they are received within the time-limit set out in paragraph 4 and if they show that the protection of the name proposed would:
   (a) conflict with the name of a plant variety, including a wine grape variety or an animal breed and as a result is likely to mislead the consumer as to the true origin of the product;
   (b) conflict with a homonymous name and which would mislead the consumer into believing that products come from another territory;
   (c) in the light of a trademark's reputation and well-known and the length of time it has been used, be liable to mislead the consumer as to the true identity of the product;
   (d) jeopardize the existence of an entirely or partly identical name or of a trademark or the existence of products which have been legally on the market for at least five years preceding the date of the publication of the information notice;
   (e) conflict with a name that is considered generic.

ANNEX III

GEOGRAPHICAL INDICATIONS OF PRODUCTS AS REFERRED TO IN ARTICLE 2

Geographical indications of Georgia to be protected in the Republic of Moldova

Denomination (adjective)	Transliteration / Transcription / Translation in English (adjective)	Product category
აჭარული ჩლეჩილი	Acharuli Chlechili Adjarian Chlechili	Cheese
ახალქალაქის კარტოფილი	Akhalkalakis Kartopili Akhalkalaki potato	Potato
ახაშენი	Akhasheni	Wine
ატენი (ატენური)	Ateni (Atenuri)	Wine
ბოლნისი	Bolnisi	Natural mineral water
ბორჯომი	Borjomi	Natural mineral water
ჭაჭა	Chacha	Spirit produced from grapes
ჩოგი	Chogi	Cheese
ჩურჩხელა	Churchkhela	Walnuts, hazelnuts, almonds, cleaned pumpkin seeds or pieces thereof and/or various dried fruit stringed on a thread and lowered down into condensed grape or mulberry juice for several times
დამბალხაჭო	Dambalkhacho	Cheese
გუდა	Guda	Cheese
გურჯაანი	Gurjaani	Wine
იმერული ყველი	Imeruli Kveli Imeretian cheese	Cheese
კახეთი (კახური)	Kakheti (Kakhuri)	Wine
კარდენახი	Kardenakhi	Wine

ქართული ყველი	Kartuli Kveli Georgian cheese	Cheese
ხვანჭკარა	Khvanchkara	Wine
ქინძმარაული	Kindzmarauli	Wine
კობი	Kobi	Cheese
კოტეხი	Kotekhi	Wine
ქუთაისის მწვანილი	Kutaisis Mtsvanili Kutaisi greens	Greens
ყვარელი	Kvareli	Wine
მაჭახელას თაფლი	Machakhelas Tapli Machakhela honey	Honey
მანავი	Manavi	Wine
მაწონი	Matsoni	Cultured milk products
მეგრული სულგუნი	Megruli Sulguni Megrelian Sulguni cheese	Cheese
მესხური ჩეჩილი	Meskhuri Chechili Meskhetian Chechili	Cheese
მიტარბი	Mitarbi	Natural mineral water
მუკუზანი	Mukuzani	Wine
ნაბეღლავი	Nabeghlavi	Natural mineral water
ნაფარეული	Napareuli	Wine
საირმე	Sairme	Natural mineral water
სქური	Skuri	Natural mineral water
სულგუნი	Sulguni	Cheese
სვანური სულგუნი	Svanuri Sulguni Svanetian Sulguni cheese	Cheese
სვირი	Sviri	Wine
თელიანი	Teliani	Wine
ტენილი	Tenili	Cheese
ტიბაანი	Tibaani	Wine

ტყიბულის მთის ჩაი	Tkibulis Mtis Chai Tkibuli mountain tea	Tea
წინანდალი	Tsinandali	Wine
თუშური გუდა	Tushuri Guda Tushetian Guda cheese	Cheese
ტვიში	Tvishi	Wine
უწერა	Utsera	Natural mineral water
ვაზისუბანი	Vazisubani	Wine
ზვარე	Zvare	Natural mineral water

ANNEX IV

GEOGRAPHICAL INDICATIONS OF PRODUCTS AS REFERRED TO IN ARTICLE 2

Geographical indications of the Republic of Moldova to be protected in Georgia

Denomination to be protected (in Romanian language)	**Transliteration/Transcription/ Translation in English**	**Product**
Românești	Romanesti	Wine
Ciumai/Чумай	Ciumai	Wine
Brînză de Popeasca	Popeasca cheese	Sheep cheese
Codru	Codru	Wine
Divin	Divin	Spirit distilled from wine
Valul lui Traian	Valul lui Traian	Wine
Ştefan Vodă	Stefan Voda	Wine
Rachiu de caise de Nimoreni	Nimoreni Apricot spirit	Fruit spirit
Dulceaţă din petale de trandafir Călăraşi	Calarasi Rose Petal Jam	Rose petal jam
Zăbriceni	Zabriceni	Plants, dried fruits and mixtures thereof for infusions

Prin prezenta, confirm că textul alăturat este o copie autentică a Acordului dintre Republica Moldova şi Georgia cu privire la recunoaşterea şi protecţia reciprocă a indicaţiilor geografice (Tbilisi, 1 februarie 2023), originalul căruia este depozitat la Arhiva Tratatelor a Ministerului Afacerilor Externe şi Integrării Europene.

Violeta AGRICI
Şefa Direcţiei Drept Internaţional a
Ministerului Afacerilor Externe şi
Integrării Europene