MEMORANDUM OF UNDERSTANDING
BETWEEN

THE EUROPEAN UNION INTELLECTUAL PROPERTY OFFICE (EUIPO)

AND

THE STATE AGENCY ON INTELLECTUAL PROPERTY OF THE REPUBLIC OF MOLDOVA (AGEPI)

The European Union Intellectual Property Office (hereinafter referred to as 'the EUIPO'), represented by Mr João NEGRÃO in his capacity as the Executive Director,

on the one side,

and

the State Agency on Intellectual Property of the Republic of Moldova (hereinafter referred to as 'AGEPI'), represented by Ms Natalia MOGOL in her capacity as the Deputy Director,

on the other side,

hereinafter jointly referred to as the Party or collectively as the Parties;

Whereas:

(1) The EUIPO is the European Union agency responsible for registering trade marks, designs and the Geographical Indications (GIs) for craft and industrial products in the European Union and entrusted with tasks aimed at facilitating and supporting the activities of national authorities, the private sector and the European Union institutions, such as in the fight against intellectual property right (IPR) infringement;

(2) Regulation (EU) 2017/1001 of the European Parliament and of the Council of 14 June 2017 on European Union trade mark (hereinafter referred to as 'the EUTMR') is the governing norm for EUIPO;

(3) Fostering international cooperation with stakeholders 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 (SP) 2030 adopted by its Management Board and pursuant to with Article 151 of Regulation (EU) 2017/1001 on the European Union trade mark ([1]), 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 ([2]) and Directive 2012/28/ EU on certain permitted uses of orphan works ([3]);

(4) AGEPI is an administrative authority subordinated to the Ministry of Justice, responsible for promoting and implementing activities in the field of legal protection of intellectual property related to industrial property rights, copyright and related rights;

(5) Law No. 114/2014 on the State Agency on Intellectual Property of the Republic of Moldova is the governing norm for AGEPI;

(6) The fact that the Parties have the human, technical and material means to implement the objectives set out in this Memorandum of Understanding (MoU);

(7) The scope of the MoU is within the objectives of the EUIPO SP 2030, under the Priority Impact Area of IP Alliances;

(8) The scope of the MoU is aligned with the objectives of the National Accession Programme of the Republic of Moldova to the European Union for 2025–2029, approved by Government Decision No.306/2025.

Have reached the following understanding:

Article 1

Subject matter and scope

1. This Memorandum of Understanding (hereinafter referred to as 'the MoU') sets out the conditions under which the Parties intend to cooperate in areas of mutual interest.

2. Without prejudice to any cooperation carried out in the context of any existing or future programme funded by the European Union, the Parties would carry out cooperation activities such as the ones specified below. These activities would target AGEPI, its staff, IP users, rights holders, or potential future users with particular focus on small and medium-sized enterprises and other underrepresented groups, and the general public.

([1]) OJ L 154, 16.6.2017, p. 1.
([2]) OJ L 129, 16.5.2012, p. 1-6.
([3]) OJ L 299, 27.10.2012, p. 5-12.

a **Information tools and other IP-related databases**: the Parties may cooperate on matters pertaining to the publication and dissemination of IP data in online search services made available to the general public, and the processing of such data by the Party receiving them for analytical purposes. This cooperation includes terms, methodologies and taxonomies used for the classification of IPR to be integrated into the online information and classification systems developed by the EUIPO, namely TMview, DesignView, TMclass DesignClass, GIview or other tools or technologies for the dissemination and analysis of intellectual property data to third parties. This may also be extended to other IP databases that could be developed and of interest to the Offices.

b **Information technology (IT) systems for IP management**: the Parties may cooperate on activities related to exchanging knowledge and experiences, developing and expanding each other's IT solutions, automation and modernisation schemes and joint exploration and application of new or emerging technologies including AI. The Parties would hold meetings between their IT experts to discuss major IT issues, trends and projects, with a focus on modernising IP systems and improving internal and external solutions.

c **Alignment of IP best practices**: the Parties may cooperate on activities concerning the alignment of examination practices and related methodologies.

d **Networking and awareness-raising activities**: the Parties may organise networking and awareness-raising activities, such as seminars on the protection and promotion of the IP system and may collaborate in IP education and awareness initiatives.

e **Training programmes**: the Parties 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 Parties would strive to enhance cooperation among the Parties, including by regular exchanges of information on their respective developments and activities.

f **IP experts meetings**: the Parties may hold expert group meetings to exchange knowledge and experiences, and discuss major pending issues in the field of IP.

g **Secondment/Staff Exchange**: the Parties may offer secondment opportunities for their staff for a duration and on terms that are jointly decided by the Parties.

h **Quality management systems**: the Parties may exchange information, knowledge and experiences concerning their integrated quality management systems and methodologies, to improve quality and timeliness and to promote an organisational culture focused on quality and efficiency.

i **Fostering IP solutions to global emerging challenges**: the Parties may cooperate in areas aimed to foster an inclusive IP global landscape, and expanding their activities to new areas of IP alliances such as IP valuation

and IP-backed financing, IP green best practices, inclusiveness, alternative dispute resolution mechanisms or other topics of interest.

j **IP-related economics, statistics and studies**: the Parties may cooperate in exchanging statistical data. By mutual arrangement, the Parties may discuss other cooperation activities raised by one of the Parties in relation to IP statistics. The offices may exchange information on the methodology, set-up and results of IP economic-related studies. They may also cooperate in collecting, analysing and disseminating data related to IP economic statistics, forecast and similar.

k **Enforcement related matters**: the Parties 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).

3. The Parties may carry out the cooperation activities in full compliance with their respective jurisdictions, institutional directives, applicable laws, and international treaties.

4. The Parties undertake to ensure the sustainability of the results of the initiatives carried out, such as those related to tools, applications and practices.

5. This MoU does not prejudice the establishment of other cooperation activities.

6. Any activity to be conducted under this MoU is subject to planning and to the budgetary capacity of the Parties. The Parties would implement any such activity in conformity with their respective rules and practices.

7. Whenever appropriate for the achievement of the objectives of this MoU, the Parties may identify other areas of cooperation and incorporate them as an addendum to this MoU.

Article 2
Implementation

1. The activities covered by this MoU could be determined on biennial basis by means of an implementation plan setting-out the activities in accordance with the Parties' respective priorities.

2. As much as possible, meetings would be held online.

Article 3
Data protection

1. The Parties will process personal data during the implementation of this MoU in accordance with the data protection regulations applicable to them.

2. The Parties will determine, where necessary, their roles and responsibilities for processing personal data in implementing this MoU in writing.

Article 4
Confidentiality

1. Confidential Information refers to any data or information relating to the Parties that it is not generally known to the public and whose release to a third party could reasonably cause harm to the Party which that Confidential Information belongs to or to a third party which the information is related to.

2. The Parties will not disclose, divulge, reveal, report or use, for any purpose other than for the implementation of the MoU, any Confidential Information which they have obtained from the other Party in the context of the MoU, except as authorised by the other Party or as required by law.

3. The obligation of confidentiality will apply during the implementation of the present MoU and will survive indefinitely upon termination or expiration of the MoU.

Article 5
Ownership of Intellectual Property Rights

1. This MoU does not imply any transfer of Intellectual Property Rights ('IPRs') between the Parties. The IPRs of each Party that were in existence prior to the signature of this MoU or that are developed outside the scope of this MoU, as well as their associated enhancements, modifications and/or derivatives, will remain the exclusive property of that Party.

2. Any IPR related to any work performed under this MoU will be vested in the Party performing the work, unless the Parties provide otherwise in writing.

Article 6
Communication

1. Any communication between the Parties in relation to this MoU must be in writing and addressed to:

For the EUIPO:

Name: Sandris LAGANOVSKIS
Department: Cooperation and Partnerships Department
Address: Avenida de Europa, 4. 03008 Alicante, Spain
Email: CPDsecretariat@euipo.europa.eu

For the AGEPI:

Name: Liliana VIERU
Unit: Promotion and International Relations Department
Address: 24/1 Andrei Doga st., MD-2024, Chisinau, Republic of Moldova
Email: liliana.vieru@agepi.gov.md

2. The Parties must immediately notify to the other Party any change of the contact details indicated above.

3. All electronic communications between the Parties will be deemed as valid official communications if sent to the email addresses indicated above.

Article 7
Financing

1. The MoU does not entail any financial obligation for the Parties.

2. Specific financial arrangements can be agreed by the Parties in the implementation plan or the other type of document selected by the Parties for the implementation of the MoU.

Article 8
Follow-up

The Parties may decide to carry out in writing a joint follow-up assessment of the implemented actions aiming at:

i. assessing the results of the implemented actions;
ii. identifying the areas in which cooperation should be strengthened and/or 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 by the Parties;
v. drafting recommendations for improving cooperation mechanisms.

Article 9
Dispute resolution

All matters or disputes related to the interpretation and application of this MoU will be settled amicably.

Article 10
Starting date and duration

1. This MoU starts on the date of the signature by the last Party and remain in effect for 4 years from that date.

2. This MoU may be extended upon the mutual written agreement of the Parties by exchange of letters.

Article 11
Amendments

This MoU may be amended in writing by mutual agreement of the Parties. Any amendment must include the date when it becomes effective. Any amendment constitutes an integral part of this MoU.

Article 12
Termination

1. This MoU may be terminated in writing decided jointly or by one Party giving the other two months' written notice.

2. Unless the Parties decide otherwise, early termination of this MoU does not hinder the implementation of any ongoing projects or activities.

Article 13
Final provisions

1. This MoU is not intended to create any legally binding obligations or corresponding rights for the Parties.

2. This MoU is drawn up in English and in Romanian language versions. In case of any dispute, the English language version prevails.

Signed in Alicante, Spain in English and Romanian,

For the European Union Intellectual Property Office	**For the State Agency on Intellectual Property of the Republic of Moldova**
João Negrão **Executive Director**	**Natalia Mogol** **Deputy Director**
Date: 17.03.2026	**Date: 17.03.2026**