

ADMINISTRATIVE AGREEMENT

BETWEEN

**THE DIRECTORATE-GENERAL FOR AGRICULTURE AND RURAL
DEVELOPMENT**


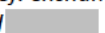
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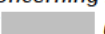
THE EUROPEAN UNION INTELLECTUAL PROPERTY OFFICE

Signed in Alicante on 17 December 2019


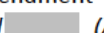
CONSOLIDATED TEXT

INCORPORATING AMENDMENTS:

Amendment 1 (concerning Annex IV) ref. exchange of notes between 
(Ares(2020)1525012, 12/03/2020) and  (Ares(2020)1865860, 01/04/2020).

Amendment 2 (concerning Annex I) ref. exchange of notes between  (Ares(2021)2044799,
23/03/2021) and  (Ares(2021)1712734, 09/03/2021).

Amendment 3 (concerning Article 16 and Annex IV) exchange of letters between C. Archambeau
(Ares(2021)3963850, 17/06/2021) and W. Burtscher (Ares(2021) 4710447, 22/07/2021).

Amendment 4 (concerning Annex IV) exchange of notes between  (Ares(2022)100692, 06/01/2022)
and  (Ares(2022) 342111, 17/01/2022).

ADMINISTRATIVE AGREEMENT
BETWEEN
THE DIRECTORATE-GENERAL
FOR AGRICULTURE AND RURAL DEVELOPMENT
AND
THE EUROPEAN UNION INTELLECTUAL PROPERTY OFFICE

The European Commission's Agriculture and Rural Development Directorate-General, located at Rue de la Loi 130, 1000 Brussels, Belgium and represented by Mr Jerzy PLEWA, Director-General duly entitled to sign, (hereinafter referred to as "DG AGRI")

of one part

AND

The European Union Intellectual Property Office, with its seat at Avenida Europa 4, 03008 Alicante, Spain, and represented by Mr Christian ARCHAMBEAU, Executive Director duly entitled to sign, (hereinafter referred as "EUIPO")

of the other part

Hereinafter, individually referred to as "the Party" or collectively as "the Parties".

CONSIDERING THAT:

- (1) EUIPO is responsible for, inter alia, managing the registration of the EU trade mark under Regulation (EU) 2017/1001¹, and further that Regulation (EU) No 386/2012² entrusts EUIPO with tasks related to the enforcement of intellectual property rights, including the

¹ Regulation (EU) 2017/1001 of the European Parliament and of the Council of 14 June 2017 on the European Union trade mark

² Regulation (EU) No 386/2012 of the European Parliament and of the Council of 19 April 2012

- assembling of public and private-sector representatives as a European Observatory on Infringements of Intellectual Property Rights ('the Observatory');
- (2) Regulation (EU) 2017/1001 contains provisions with an explicit reference to the EU Regulations on the protection of geographical indications, which become thus directly applicable by EUIPO in trade marks proceedings;
 - (3) DG AGRI is responsible for the registration of geographical indications for agricultural products, foodstuffs, wines, aromatised wines and spirits, pursuant to the corresponding EU Regulations³, which is a competence assigned to the European Union ("Union"), for the protection of those geographical indications through bilateral, regional and multilateral agreements entered into by the Union⁴, and for developing and implementing the Union's geographical indications' policy;
 - (4) The Memorandum of Understanding signed on 25 April 2019 between the European Commission and the European Union Intellectual Property Office provides a framework for the conclusion of detailed working arrangements with individual Commission departments, and specifically envisages in its Chapter 7 deepened practical cooperation between EUIPO and DG AGRI;
 - (5) Given the intrinsic link between trade marks and geographical indications a deepened cooperation between both parties on capacity building and mutual exchange of information should be established⁵ in the assessment of their applications;

³ Regulation (EU) 2019/787 of the European Parliament and of the Council of 17 April 2019 on the definition, description, presentation and labelling of spirit drinks, the use of the names of spirit drinks in the presentation and labelling of other foodstuffs, the protection of geographical indications for spirit drinks, the use of ethyl alcohol and distillates of agricultural origin in alcoholic beverages; Regulation (EU) No 1151/2012 on quality schemes for agricultural products and foodstuffs; Regulation (EU) No 1308/2013 establishing a common organisation of the markets in agricultural products; Regulation (EU) No 251/2014 on the definition, description, presentation, labelling and the protection of geographical indications of aromatised wine products.

⁴ The responsibility of the overall implementation of bilateral and regional trade agreements whose scope extends beyond GIs lies with DG TRADE as lead department within the Commission.

⁵ For the purpose of this Agreement, 'geographical indications' refers to geographical indications covered by the EU GI regulations and those protected pursuant to bilateral, regional and multilateral agreements entered into by the Union.

- (6) In order to facilitate knowledge transfer and access to information for the users, stakeholders, concerned public authorities and the public in general, technical collaboration for creating synergies on informatics systems and databases and replying to the strong demand for a comprehensive online search tool is necessary;
- (7) For control and protection of geographical indications, there is a strong demand from geographical indication right holders to have effective access to enforcement mechanisms and bodies;
- (8) It is important to enhance the public's awareness about the relevance of geographical indications as intellectual property rights through communication activities and tools;
- (9) International cooperation for the promotion and protection of geographical indications is an increasingly important aspect of EU policy.

The Parties have agreed as follows:

CHAPTER ONE

Scope and purpose of the Agreement

Article 1

Scope of cooperation

The purpose of this Administrative Agreement is to establish the conditions under which the Parties will cooperate to enhance coherence and synergies in areas considered to be of relevance for the strategic development of the relation between geographical indications (GIs) and trade marks.

Without prejudice to the cooperation of the Parties in other areas, which may be agreed upon in the future, the Parties hereby agree to cooperate on the following areas and activities:

- The interaction between GIs and trade marks as intellectual property rights, in particular with regard to their respective practices for registration, examination, protection and publication;
- The development of a GI database (the GI View web tool) to enhance the public availability of information and improve the enforcement of geographical indications rights;
- Training and learning activities to build knowledge of GIs and trade marks as intellectual property rights including dissemination of information and events;
- Explore technical ways to ensure a mutual and effective access between geographical indication right holders and enforcement mechanisms and bodies;
- Communication tools;
- International cooperation.

Any activities concluded under this Administrative Agreement are subject to their inclusion in the Parties' respective work programmes and budgets. The activities shall be carried out by each Party in accordance with their respective rules and practices.

CHAPTER TWO

Geographical indications and trade marks as intellectual property rights

Article 2

Exchange of views on questions related to trade mark practice

The Parties may establish mechanisms and channels of communication to exchange views, on a regular basis or if need arises, to discuss at a technical level aspects of the trade mark practice where geographical indications are involved, as set out in Annex I.

EUIPO shall remain wholly responsible for all aspects of trade mark proceedings, including for any application of GI rules in such proceedings.

Article 3

Capacity building in GI applications

The Parties may collaborate on the assessment of geographical indications proposed for protection in the EU, as set out in Annex I.

DG AGRI shall remain wholly responsible for all aspects of GI dossiers, including for any application of trade mark rules to such dossiers.

CHAPTER THREE

GI VIEW

Article 4

Objectives

The parties shall cooperate for the implementation of a new web tool ('GI View') that will facilitate access to information concerning the GIs, which are referred to in the last paragraph of this Article, in a common electronic format, enhanced with additional information and improved search capabilities. The project scope is limited to geographical indications as intellectual property rights and should provide authorities, including trade mark examiners, and stakeholders with easily accessible data on these intellectual property rights in a standardized form.

GI View is also intended to facilitate a simplified access to enforcement tools by duly nominated representative GI right holders through its link with the IP Enforcement Portal, managed by the Observatory.

The Registered Data and Extended Data, as defined in Annex II, included in GI View will be provided in respect of:

- (1) GIs and GI applications that are subject to the provisions of the EU GI Regulations, as specified in Recital 3;
- (2) GIs, pertaining to products of non-EU countries, protected in the EU under bilateral, regional and multilateral international agreements entered into by the Union;
- (3) GIs, pertaining to products of EU Member States, protected in non-EU countries under bilateral, regional and multilateral international agreements entered into by the Union.

Article 5

Responsibilities

DG AGRI shall ensure the Registered Data from its digital systems are available on the basis and in the form set out in the GI View Project Brief annexed hereto (Annex II). DG AGRI shall be responsible for working with the authorities of Member States and of selected non-EU countries with a view to facilitating the official identification, on an optional basis, of the representative GI right holders thus enabling the provision of the Extended Data.

EUIPO shall ensure the development of GI View in application of the GI View Project Brief and the continuous availability of its service as set out in the GI View Project Brief in Annex II. EUIPO shall provide the system to allow national authorities to identify the representative GI right holder. EUIPO will also ensure the creation of a link between GI View and the IP Enforcement Portal as well as a correct and automatic transfer of GI data to the IP Enforcement Portal.

The Parties shall coordinate their individual and joint work, to give due publicity to GI View to engage stakeholders.

All intellectual property rights in GI View are owned by EUIPO, including the rights to the name ‘GI View’ or its variants, the database design and structure and related software. This is without prejudice to rights to the data or datasets provided pursuant to this Administrative Agreement, which are already vested in DG AGRI, the Commission or other parties who keep ownership of the same.

GI View shall be hosted at EUIPO premises.

EUIPO undertakes not to modify GI View or put it to any use not covered by this Administrative Agreement without the prior consent of DG AGRI. EUIPO also undertakes to grant any license, whether to DG AGRI or to any other third party, that may be necessary to fulfil the objectives of the present Administrative Agreement or in order to implement any other use agreed upon in the future conjointly with DG AGRI.

In recognition of the partnership and to ensure institutional visibility, the Parties shall agree on the form of specific references to DG AGRI as responsible for the Union’s GI policy and to EUIPO as host for GI View, with hyperlinks to their respective information pages, that shall be incorporated on each page of GI View. The said specific references shall have co-equal prominence.

Article 6

Execution of the project

The Parties shall make available the necessary resources for carrying out their respective parts in the development and maintenance of GI View as set out in the GI View Project Brief (Annex II).

The Parties shall notify each other immediately in case of any delay in the performance of the work and communicate remedial action being taken.

The project's development phase is estimated at 15 months up to final release. Final release is achieved when all GI Registered Data is made publicly available through GI View and the mechanism for submission of the optional Extended Data is operational, whether or not the third

parties concerned have input such Extended Data. Final release should be delivered by the end of 2020.

Article 7

Implementation, review and duration of GI View

After final release, the Parties shall ensure the operation, updating, and maintenance of GI View and make available the necessary resources.

To support use of GI View, the Parties may jointly:

- engage in appropriate publicity activities and offer necessary guidance and user materials, and
- review the use and operation of GI View periodically and seek stakeholder feedback on its operation and input for its management and further development.

EUIPO in cooperation with DG AGRI may seek to include in GI View GIs⁶ pertaining to products of non-EU countries that are protected in jurisdictions other than the EU.

The Parties undertake to manage GI View web indefinitely, subject to termination by:

- mutual agreement to terminate the web application; or
- notice of a decision to terminate made by one of the Parties in writing.

In the event of such termination of the project, both Parties shall continue to implement their obligations hereto for a period of not less than 12 months from the date of the notice or for a period mutually agreed. In the circumstances that one Party withdraws from the project, the Party giving such notice shall offer to the other Party the option to continue the web application, including necessary authorisations, under the latter's sole responsibility, for which it may count

⁶ Such GIs are those protected under an intellectual property rights GI scheme that specifically and *de jure* identifies the protected name as a GI.

on the continued loyal cooperation of the Party giving notice notwithstanding the withdrawal of day-to-day involvement and of resources assigned to the web application.

CHAPTER FOUR

Enforcement

Article 8

DG AGRI and EUIPO will work together to improve the enforcement of GIs as set out in Annex III.

EUIPO, together with DG AGRI, will work to promote the access by representative GI right holders to the IP Enforcement Portal and other enforcement-related training actions promoted by the Observatory.

EUIPO and DG AGRI may consult each other on planning for GI enforcement work. In particular, the Observatory will consider developing in partnership with DG AGRI periodic reviews relating to enforcement as set out in Annex III.

CHAPTER FIVE

Communication tools, dissemination and events

Article 9

The Parties may cooperate on communication tools and projects in order to spread information on GIs as intellectual property rights, aimed at the public, stakeholders and concerned public authorities.

The Parties may agree on a five-year communication strategy and on yearly action plans detailing the cooperation on the communication tools and activities. The Parties may meet twice a year at the EUIPO and at DG AGRI.

The Parties may organise, on an annual and rotational basis where possible, a workshop or conference, on a theme related to the intersect between GIs and trade marks.

CHAPTER SIX

International Cooperation

Article 10

The Parties may, within the field of their respective competences, cooperate and provide mutual support as regards initiatives in the field of GIs at international level.

CHAPTER SEVEN

General issues

Article 11

Confidentiality

The Parties may disclose to the public this Administrative Agreement and information with respect to the activities carried out under this Administrative Agreement in accordance with the Parties' relevant policies.

Each Party will take appropriate action to protect confidential and/or classified information of the other Party. Any sharing of confidential information between the Parties will be subject to their respective policies and procedures relating to the disclosure of confidential information.

Article 12

Personal data protection provisions

Any personal data relating to the implementation of this Administrative Agreement shall be processed in accordance with Regulation (EU) 2018/1725⁷.

Wherever necessary, the Parties shall determine their respective responsibilities for compliance with the data protection obligations in a separate written arrangement.

Article 13

Human Resources

Both Parties should allocate the required resources within the current staffing levels to accomplish the undertakings related to the different types of cooperation activities set out in this Administrative Agreement, with a specific focus on the examination of GI files and the implementation of GI View.

The Parties may facilitate the mutual short-term exchange and/or secondment of their staff with a view to further improving future cooperation, sharing and broadening of experience and expertise in areas of common interest, and increasing personal development opportunities of the staff involved, including for training or capacity building purposes.

⁷ Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC (OJ L 295, 21.11.2018, p. 39).

CHAPTER EIGHT

Final Provisions

Article 14

Annexes

The Annexes to this Administrative Agreement form an integral part of it.

Article 15

Amendments

The present Administrative Agreement may be amended by mutual consent of the Parties. Such amendments shall be formalised in writing and shall include the date on which they become effective.

Notwithstanding paragraph 1, amendments to the Annexes may be approved by an exchange of correspondence between the officials identified in Article 16.

Article 16 *

Contact points for the agreement

The contact points for the overall communication regarding this Administrative Agreement are the officials occupying the following respective positions:

- for DG AGRI: the Head of Unit in charge of Geographical Indications;
- for EUIPO: the Director of the Legal Department

Contact details for the operation of this Administrative Agreement are given in Annex IV. For the tasks described in paragraph (2) of Annex I, the Parties may agree to establish a ‘desk-to-desk’ channel of communication at technical level between the corresponding experts.

Article 17

Entry into force and duration

The present Administrative Agreement will enter into force on the date of its signature by both Parties and shall remain valid indefinitely. Subject to the provisions of Article 7 in respect of the GI View project, this Agreement may be terminated by mutual consent or by one Party giving the other a six months' written notice.

Signed in Alicante on 17/12/2019 in two original copies in English.

*for the Directorate-General
Agriculture and Rural Development*

Jersy Plewa
Director General

*for the European Union Intellectual
Property Office*

Christian Archambeau
Executive Director

ANNEXES

Annex I: GIs and trade marks as intellectual property rights

Annex II: GI View Web Application (Project Brief)

Annex III: Enforcement

Annex IV: Contact points

Annex I: GIs and trade marks as intellectual property rights †

1. With respect to aspects of trade mark practice where geographical indications are involved, the Parties on the one hand shall ensure a fluid channel of communication for the mutual exchange of opinions and/or information on specific cases. On the other hand, the Parties may organize regular meetings of experts (e.g., on a quarterly basis) to discuss at a technical level general aspects of the GI or the TM legislation or practice. The Parties will agree in advance on the agendas and the content of the meetings. Either Party may call for a meeting or seek information on an ad-hoc basis in case of stringent deadlines. Meetings will normally be held by video conference between Alicante and Brussels (from Commission or EUIPO Office in Brussels), and face-to-face when convenient.
2. In respect of capacity building in examining GI applications, DG AGRI shall provide training and guidelines for dossier assessment and administration for GIs. Bearing in mind said objective of capacity building and the significant efforts put in by EUIPO, an estimated number of dossiers will be agreed between both Parties on an annual basis. DG AGRI will ensure that the dossiers are ready for handling when made available to EUIPO. EUIPO will allocate the necessary human and material resources to accomplish the task, according to the guidance given by DG AGRI, which remains wholly responsible for all aspects of assessment and approval of GI dossiers. Meetings to address issues arising from the examination of the GI dossiers and to monitor the progress will be held in Alicante or Brussels or by video conference, as needed.
3. DG AGRI and EUIPO will collaborate on a report on options to improve the GI registration process, as set out in the attached Project Description Document.

Annex II: GI View Project Brief



Annex III: Enforcement

DG AGRI and EUIPO shall work together to improve the enforcement of GIs. In order to facilitate this co-operation, both parties may meet once per year (face to face or remotely) to discuss the GI enforcement landscape, trends and developments. They may develop training and information initiatives as well as studies, evaluations and enforcement events and workshops with country authorities and right holders; any activities agreed are subject to their inclusion in the Parties' respective work programmes and budgets

Annex IV: Contact points[‡]

General contact points for all matters pursuant to Article 16

DG AGRI: AGRI-F3@ec.europa.eu

EUIPO: LDSecretariat@euipo.europa.eu / ICDSecretariat@euipo.europa.eu

Cooperation referred to in Article 2

DG AGRI: EU-EXPERT-GROUP-GI-TM@ec.europa.eu

EUIPO: LDCoordination@euipo.europa.eu

Cooperation referred to in Article 3

DG AGRI: AGRI-EUIPO@ec.europa.eu

EUIPO: ODGICEBOX@euipo.europa.eu

* Article 16 as amended. Exchange of letters between C. Archambeau (Ares(2021)3963850, 17/06/2021) and W. Burtscher (Ares(2021)4710447, 22/07/2021).

† Annex I as amended. Exchange of notes between [REDACTED] (Ares(2021)2044799, 23/03/2021) and [REDACTED] (Ares(2021)1712734), 09/03/2021.

‡ Annex IV as amended. Exchange of notes between [REDACTED] (Ares(2020)1525012, 12/03/2020) and [REDACTED] (Ares(2020)1865860, 01/04/2020); exchange of letters between C. Archambeau (Ares(2021)3963850, 17/06/2021) and W. Burtscher (Ares(2021)4710447, 22/07/2021); exchange of notes between [REDACTED] (Ares(2022)100692, 06/01/2022) and [REDACTED] (Ares(2022) 342111 , 17/01/2022).