



**UNIVERSITÀ
DEGLI STUDI
DI PADOVA**

Memorandum of Understanding

between

the European Patent Office

and

the European Union Intellectual Property Office

and

**the University of Padua – Università degli Studi di
Padova**

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. The 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 for disseminating IP awareness and education, addressing one of the most relevant target groups: students and/or future IP professionals;
5. The **University of Padua** has a mandate to provide high-level education and undertake research in all fields of knowledge and offers a variety of diplomas awarded by the **University of Padua**;
6. The **Pan-European Seal Programme (i.e. the Pan-European Seal Professional Traineeship Programme** at the EUIPO and the **Pan-European Seal Young Professionals Programme** at the EPO) envisages establishing a close and solid relationship between the EUIPO, the EPO and the academic world, as considered in point (4) above. The Pan-European Seal is a programme reaching all academic areas, promoting the use of both Offices' online tools amongst university staff and students, helping young people access the IP labour market, and encouraging multicultural exchange. The Pan-European Seal also provides a framework for early talent detection by offering traineeships at the EUIPO and employments at the EPO that takes place independently in both Offices;
7. The Offices and the **University of Padua** (the 'Signatories') are willing to establish a close co-operation in the field of IP awareness and education within the framework of the Pan-European Seal;

NOW THEREFORE, in consideration of the above and mutual endeavours contained herein, the Signatories understand as follows:

Article 1 Object

1. The present Memorandum of Understanding, (the 'Memorandum'), seeks to establish the terms and conditions for the co-operation between the Signatories in the fields of IP Awareness and education under the framework of the Pan-European Seal.
2. 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 acts¹.

Article 2 Endeavours

1. The **University of Padua** hereby undertakes to participate in the Pan-European Seal.
2. The **University of Padua** will endeavour to put into practise the following:
 - a. publish the Pan-European Seal logo on its websites;
 - b. promote the EUIPO Academy Learning Portal, as well as the EPO's online training, 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> and <https://euipo.europa.eu/knowledge/>;
 - c. raise awareness and disseminate amongst teachers and students the IP Teaching Kit, co-developed by the Offices, which the **University of Padua** may publish on its homepage or directly related websites:
<http://www.epo.org/learning/materials/kit.html>
3. The Offices will endeavour to give the **University of Padua** access, free of charge 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.

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; see amongst others: <http://www.epo.org/law-practice/legal-texts/epc.html>); Regulation (EU) 2017/1001 of the European Parliament and of the Council of 14 June 2017 on the European Union trade mark (OJ L 154, 16.6.2017, p. 1-99).

Article 3
Eligibility and shortlist of candidates

1. The **University of Padua** will be entitled to provide the Offices with shortlists of young graduates of each academic year based on academic merits, as candidates 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 Padua** will send the shortlists to both Offices' Human Resources Departments, in compliance with the respective minimum numbers of shortlisted candidates and timelines laid down each year by the Offices through written "General Instructions" addressed to the **University of Padua**.
2. The shortlisted candidates will apply online directly with the Offices, which will freely and independently select, out of the respective shortlists, the final candidates within the framework of the Pan-European Seal. The **University of Padua** may provide further details or reference letters in support of the candidates.
3. At the end of the selection procedure, each Office will communicate to the **University of Padua** the names of the candidates who, out of the shortlists, are selected in the Pan-European Seal Programme.
4. Pan-European Seal programme

Candidates must, by the start of respectively their contract with the EUIPO or their employment with the EPO:
 - a. have obtained a diploma of completed university studies at bachelor's level or its equivalent (first cycle of a higher education course);
 - b. be a national of one of the EPO's member states. In the case of the EUIPO, trainees shall be selected from among nationals of the Members States of the European Union. A limited number of nationals of candidate countries and third countries, amounting to approximately 10% of the available positions, may be accepted;
 - 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 each candidate respectively sends their application to;
 - d. have knowledge of one of EUIPO's five working languages (German, English, French, Italian or Spanish) at a minimum attested level of B1 following the Common European Framework of Reference for languages or, in the case of the EPO, have excellent knowledge of one of the EPO's official languages (German, English or French);
 - e. in the case of application for traineeship at the EUIPO, 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 or contract agent, 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 Padua** and the **University of Padua** accepts, a non-exclusive, non-transferable, free-of-charge licence to use the Pan-European Seal logo on all promotional activities and materials for the courses promoted by the **University of Padua** in relation to the Pan-European Seal over the duration of the present Memorandum.
2. The Signatories 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 either of the two versions of the following sign:



4. The **University of Padua** will 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 must be displayed in a material, size, format and place that allow a proper and dignifying visualization.

Article 5 Other Co-operation 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 in point 1 of this article will be the subject of specific separate arrangements.

Article 6 Protection of personal data – Duty of confidentiality

1. Each Signatory commits to protect personal data of identified or identifiable natural persons and will ensure that the personal data will only be processed for the purposes of implementing this

Memorandum. Each Signatory guarantees that personal data will not be processed for other purposes, unless compatible with the initial purpose, without the prior written consent of the other Signatories and/or the written prior consent of the data subject. For the purposes of this provision, third parties are natural or legal persons other than the data subject, the controller, the processor and persons who are authorised to process personal data under the direct authority of the controller or processor.

2. The Signatories are committed to protect personal data and to guarantee data subject rights. Transfer or transmission of personal data in the implementation of this Memorandum will be considered necessary for the performance of this Memorandum concluded between the Signatories in the interest of the data subject and will be subject to the relevant legal provisions under the applicable data protection legislation.
3. The Signatories will ensure that they process personal data in accordance with the data protection requirements applicable to them. These respectively are
 - (1) Regulation (EU) 2018/1725 for the EUIPO,
 - (2) the Implementing Rules for Articles 1B and 32A of the Service Regulations for permanent and other employees of the EPO on the protection of personal data, of 30 June 2021, for the EPO, and possibly
 - (3) Regulation (EU) 2016/679, for **University of Padua**.

Each Signatory is liable for the safekeeping of all personal data within the abovementioned meaning and personal data will be retained according to the regulated standard period. It must also ensure that such personal data can be accessed only by persons strictly requiring it for the purpose of implementing this Memorandum.

4. The provisions above do not apply to personal data which is or becomes available to the general public, other than as a result of a breach of these 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.
5. Without prejudice to the data protection rules respectively applicable to them, and in particular to those referred to in paragraph 3, the Signatories remain bound by the above provisions for a period of five years after the Programme has been terminated. Personal data processed by the Signatories will be erased after the termination of the Programme, except where it will be kept longer due to a legal obligation under EU and national law.
6. The Signatories guarantee that personal data will be processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage. To do so, each Signatory will have in place appropriate technical and organisational measures to protect personal data. Such measures will include appropriate administrative, technical and physical security measures.
7. In the case of a personal data breach, the Signatories will inform one another without undue delay and use reasonable and appropriate means to remedy the personal data breach and minimise the potential adverse effects.

8. Each Signatory commits to transfer personal data to a third country or International Organisation in compliance with the data protection requirements applicable to the party transferring the data.

Article 7

Protection of information – Duty of confidentiality

1. 'Information' means all materials, documents and information, in whatever form, which is not considered as personal data. Each Signatory will restrict the use of the information supplied to it by another Signatory exclusively to implementing this Memorandum. The written prior consent of the other Signatories will be required if one Signatory wishes to use such information for other purposes. All the Confidential Information has to be marked as "confidential", or when disclosed orally, it has to be explicitly identified as "confidential" at the time of disclosure by the Disclosing Party. If Confidential Information is disclosed orally, it must be confirmed in writing, marked "confidential" and sent to the receiving party as soon as possible (or within 10 days) from the moment of disclosure.
2. Each Signatory guarantees that information and any other knowledge of a confidential nature will not be disclosed, transferred 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.
4. 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 to apply for an appropriate order to maintain confidentiality.
5. The Signatories remain bound by the above provisions for five years after the Programme has been terminated.

Article 8

Financing

1. The implementation of this Memorandum 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 the Signatories.
2. The programmes, projects and specific activities will be financed by the organising Signatory, unless expressly agreed otherwise by the Signatories in separate specific agreements.
3. Sponsorship by other entities is acceptable, provided that 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 9
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 the EUIPO and the President of the 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 three years, the representatives appointed by the Executive Director of the EUIPO and the President of the EPO will reassess whether the **University of Padua**, fulfils the requirements set out in the present Memorandum.
3. Additionally, if for any reason the **University of Padua** ceases to fulfil any of the mandatory requirements for the granting of the licence to use the logo, as foreseen in Article 4 above, it will immediately inform the Offices thereof. The representatives of the Executive Director of the EUIPO and the President of the EPO will then decide if the conditions are met for the **University of Padua** to maintain the licence to use the logo.
4. In case of a negative appraisal, the Offices, after hearing the **University of Padua**, will be entitled to terminate this Memorandum unilaterally. The termination will have no effects on ongoing traineeships at the EUIPO or ongoing employments at the EPO.

Article 10
Duration and termination

1. By signing the present Memorandum, the **University of Padua** understands that it will participate in the Pan European Seal Programme organised according to what is mutually determined within this scope.
2. The present Memorandum starts with the academic year **2024/2025** for five years
3. This Memorandum may be terminated:
 - a. at any time by mutual consent of the Signatories;
 - 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 Article 9.2 to 9.4.
4. Irrespective of the reasons for the termination of this Memorandum, termination will take effect only in the subsequent academic year, with no effects on the ongoing traineeships at the EUIPO or the ongoing employments at the EPO.

Article 11
Final provisions

1. The provisions of the present Memorandum may be amended by mutual consent of the Signatories in an addendum, 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.
2. All matters or disputes related to the interpretation and application, including termination, of this Memorandum should be amicably resolved by mutual consultations.

Such an amicable resolution 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 amicable resolution is reached within the set period, this Memorandum of Understanding is terminated effective as from the subsequent academic year, with no effects on the ongoing traineeships at the EUIPO or the ongoing employments at the EPO.

Signed in English by:

For the European Patent
Office

For the European Union
Intellectual Property Office

For the **University of
Padua**



António Campinos
President

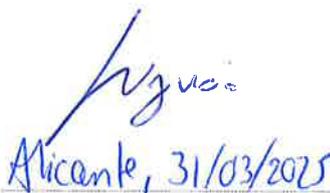
João Negrão
Executive Director

Firmato digitalmente da Andrea Berti
Data: 18.03.2025 15:27:42 CET

Andrea Berti
Head of Research and
Business Relations Area

Munich, 09.01.2026

Place, date



Alicante, 31/03/2025

Place, date

Place, date