

ADMINISTRATIVE AGREEMENT

BETWEEN

THE EUROPEAN UNION INTELLECTUAL PROPERTY OFFICE

AND

THE DIRECTORATE-GENERAL FOR AGRICULTURE AND RURAL DEVELOPMENT

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

AND

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

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

CONSIDERING THAT:

- (1) EUIPO is responsible for registration of geographical indications ('GIs') for craft and industrial products under Regulation (EU) 2023/2411¹, as well as managing the registration of the EU trade mark under Regulation (EU) 2017/1001², and is entrusted by Regulation (EU) No 386/2012³ with tasks related to the enforcement of intellectual property rights, including EUIPO's Intellectual Property Enforcement Portal ('IPEP') and the assembling of public and private-sector representatives as a European Observatory on Infringements of Intellectual Property Rights ('the Observatory');
- (2) DG AGRI is responsible for developing and implementing the Union's GI policy for agricultural products, wines and spirit drinks, pursuant to the EU Regulations⁴, as well as those GIs protected

¹ Regulation (EU) 2023/2411 of the European Parliament and of the Council of 18 October 2023 on the protection of geographical indication for craft and industrial products and amending Regulations (EU) 2017/1001 and (EU) 2019/1753, [ELI: http://data.europa.eu/eli/reg/2023/2411/oj](http://data.europa.eu/eli/reg/2023/2411/oj).

² Regulation (EU) 2017/1001 of the European Parliament and of the Council of 14 June 2017 on the European Union trade mark, [ELI: http://data.europa.eu/eli/reg/2017/1001/oj](http://data.europa.eu/eli/reg/2017/1001/oj).

³ Regulation (EU) No 386/2012 of the European Parliament and of the Council of 19 April 2012, [ELI: http://data.europa.eu/eli/reg/2012/386/oj](http://data.europa.eu/eli/reg/2012/386/oj).

⁴ Regulation (EU) 2024/1143 of the European Parliament and of the Council of 11 April 2024 on geographical indications for wine, spirit drinks and agricultural products, as well as traditional specialities guaranteed and optional quality terms for agricultural products, amending Regulations (EU) No 1308/2013, (EU) 2019/787 and (EU) 2019/1753 and repealing Regulation (EU) No 1151/2012, [ELI: http://data.europa.eu/eli/reg/2024/1143/oj](http://data.europa.eu/eli/reg/2024/1143/oj).

through bilateral, regional and multilateral agreements entered into by the Union⁵, including those under the Geneva Act⁶.

- (3) The Memorandum of Understanding signed on 25 April 2019 between the European Commission and the EUIPO 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;
- (4) Under that framework, on 17 December 2019, EUIPO and DG AGRI signed an Administrative Agreement and have been cooperating closely on matters relating to GIs, such as pre-assessment of GI applications for agricultural products, wines and spirit drinks, and have launched GI View in 2020 to facilitate access to information concerning GIs;
- (5) By virtue of Regulation (EU) 2024/1143⁷, the EUIPO is entrusted with new tasks in the management of GIs for agricultural products, wines and spirit drinks, namely maintaining and keeping up-to-date the Union register with respect to registrations, amendments and cancellations and establishing and managing a domain name information and alert system;
- (6) In the Joint Declaration⁸ by the European Parliament and the Council, the co-legislators have underlined the sole responsibility of the Commission with regard to all the procedures relating to agricultural GIs, while at the same time noting that the Commission may be assisted only with regard to the execution of administrative tasks, if and to the extent that it is possible under the existing legal framework. The Commission will inform each year the co-legislators on the assistance received;
- (7) Given the intrinsic link between GIs and trade marks, as complementary means of protection across different sectors, the deepened cooperation between both parties on capacity building and the mutual exchange of information in the assessment of applications should be continued, in order to further strengthen GIs and trade marks as unitary intellectual property rights;
- (8) In order to facilitate knowledge transfer and access to information for the users, stakeholders, public authorities and the public in general, continued technical collaboration for creating synergies on informatic systems and databases is necessary;
- (9) As concerns the control and protection of GIs, there is a strong demand from GI stakeholders/beneficiaries to have effective access to enforcement mechanisms and bodies;

⁵ The responsibility of the overall negotiation, adoption and implementation of international trade agreements whose scope extends beyond GIs lies with DG TRADE as lead department within the Commission.

⁶ Regulation (EU) 2019/1753 of the European Parliament and of the Council of 23 October 2019 on the action of the Union following its accession to the Geneva Act of the Lisbon Agreement on Appellations of Origin and Geographical Indications; ELI: <http://data.europa.eu/eli/reg/2019/1753/oj>; Council Decision (EU) 2019/1754 of 7 October 2019 on the accession of the European Union to the Geneva Act of the Lisbon, Agreement on Appellations of Origin and Geographical Indications ELI: <http://data.europa.eu/eli/dec/2019/1754/2023-11-16>.

⁷ Regulation (EU) 2024/1143 of the European Parliament and of the Council of 11 April 2024 on geographical indications for wine, spirit drinks and agricultural products, as well as traditional specialties guaranteed and optional quality terms for agricultural products, amending Regulations (EU) No 1308/2013, (EU) 2019/787 and (EU) 2019/1753 and repealing Regulation (EU) No 1151/2012, ELI: <http://data.europa.eu/eli/reg/2024/1143/oj>.

⁸ Joint declaration by the European Parliament and the Council as published by Council [8350/24, 26 March 2024] and the European parliament [P9_TA(2024)0101, 28 February 2024].

- (10) It is important to enhance the public's awareness about the relevance of GIs as intellectual property rights both in the EU and abroad, through consistent communication activities and tools;
- (11) In view of the entry into force of the new regulatory framework, it is appropriate to enter into a new arrangement between the Parties in order to better achieve the above objectives,

The Parties have agreed as follows:

CHAPTER ONE

General provisions

Article 1

Scope of the Agreement

1. 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 and strengthening of geographical indications in the EU.
2. 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 establishment, development and maintenance of a single Union GI register and other GI related IT tools and databases, such as GI View, IPEP and a domain name information and alert system;
 - the establishment of harmonised examination standards and practice on GIs;
 - coordination on protection of GIs through bilateral, regional and multilateral agreements, including WIPO/Geneva Act;
 - issues related to protection and enforcement of registered GIs;
 - communication on the system for agricultural GIs in the EU and abroad.
3. Any activities concluded under this Administrative Agreement are subject to their inclusion in the Parties' respective work programmes and budgets. The activities will be carried out by each Party in accordance with their respective rules and practices.

CHAPTER TWO

Geographical indications tools

Article 2

Union register for geographical indications

1. Without prejudice to the rights and obligations set out in Regulations (EU) 2023/2411 and (EU) 2024/1143, as well as in the subsequent implementing and delegated regulations, the Parties will establish channels of communication to exchange views, on a regular basis or if need arises, with a view to discussing technical aspects and addressing issues relating to the setup and maintenance of a single Union register for geographical indications.
2. The Union register will be publicly accessible and will consist of one point entry for all GIs registered in the EU.

3. DG AGRI shall make the relevant data, as laid down in Regulation (EU) 2024/1143 and [(EU)2024/XXXX – to be completed when info on new implementing regulation is available], available to the EUIPO through its digital systems.

4. EUIPO will develop, maintain and host a digital solution for the Union register for geographical indications in execution of its obligation under Regulation (EU) 2024/1143.

Article 3 ***GI View***

1. The Parties will continue to cooperate in the development of the GI View on mutually agreed needs.

2. GI View is a comprehensive electronic database with advanced search capabilities containing registered and extended data, beyond those included in the Union register, displayed in a user-friendly format, in relation to:

- GIs and GI applications for agricultural products, wines and spirit drinks, subject to the provisions of the EU Regulations;
- GIs pertaining to products of non-EU countries, protected in the EU under bilateral, regional and multilateral international agreements entered into by the Union;
- 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.

3. GI View also provides a link with EUIPO's Intellectual Property Enforcement Portal ('IPEP') with a view to facilitating enforcement actions for GI stakeholders.

4. EUIPO, in collaboration with DG AGRI, will continue to provide technical assistance and training to the competent authorities of the Member States and third countries on how to utilise the tool, as required.

5. The Parties will make available the necessary resources for carrying out their respective parts, as agreed in advance, in the development and maintenance of GI View.

6. EUIPO shall ensure the continuous availability of its service.

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

8. All intellectual property rights related to the GI View database 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 in 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.

Article 4 ***GI View data***

1. Data to be entered in the GI View, including updates of the list of international agreements and of the GIs protected under those agreements, notably those under the Geneva Act, will be made available by DG AGRI via application programming interface, preferably a REST API in JSON format.

2. DG AGRI remains solely responsible for the information to be entered in GI View with respect to registered GIs and GI applications for registration from EU Member States and non-EU countries as

well as GIs protected in the Union following bilateral, regional and multilateral agreements, including the Geneva Act, within its competence.

3. EUIPO in cooperation with DG AGRI may seek to include in GI View GIs pertaining to products of non-EU countries that are protected in jurisdictions other than the EU⁹.

Article 5

Domain name alert system

The Parties stand ready to cooperate on the development of a domain name information and alert system, within the framework to be established by delegated acts giving effect to Article 35(2) of Regulation (EU) 2024/1143, notably by exploring the option to extend the existing domain name alert and information system with the EURid related to trade marks to GIs as well as other European top level domain name registries.

Article 6

GI related IT tools and databases in case of termination of the Agreement

In case this Administrative Agreement is terminated under Article 20, the Parties will take a separate decision concerning the future of the GI related IT tools and databases on which they collaborate, with a view to avoid any interruption of the service.

CHAPTER THREE

EXAMINATION PRACTICE ON GEOGRAPHICAL INDICATIONS

Article 7

Pre-assessment of geographical indication applications in the agricultural sector

1. Without prejudice to Regulation (EU) 2024/1143, the Parties will continue the cooperation in the pre-assessment of GI applications for the agricultural sector, in line with the conditions set out in the Joint declaration.

2. Pre-assessment will include GI applications for agricultural products, wines and spirit drinks under the respective EU Regulations. It will include also GI files received under bilateral, regional and multilateral agreements, including the Geneva Act, as deemed necessary by DG AGRI.

3. Pre-assessment will be limited to EUIPO providing a non-binding opinion on GI applications it receives from DG AGRI.

4. The EUIPO will deliver the opinion within the agreed timeline and in the format requested by DG AGRI.

5. DG AGRI remains fully responsible for the decision taking with respect to GI applications for the agricultural sector as this remains the exclusive competence of the Commission.

6. The Parties will agree on the estimated number of dossiers on an annual basis, allowing the EUIPO to plan its efforts accordingly.

⁹ Such GIs are those protected under an intellectual property rights GI scheme that specifically and de jure identifies the protected name as a GI.

Article 8
Cooperation on WIPO/Geneva Act

1. In view of DG AGRI's institutional knowledge of processes linked to GIs for agricultural products, wines and spirit drinks under the Geneva Act, DG AGRI, in coordination with DG GROW, will assist the EUIPO in developing processes for:
 - the assessment of registered third-country craft and industrial GI files notified to the EUIPO by WIPO under the Geneva Act;
 - the application of EU craft and industrial GIs to WIPO; and
 - the transfer to the Geneva Act of existing craft and industrial GIs of the seven Member States members of the Lisbon Agreement.
2. The Parties, in coordination with DG GROW, may hold joint technical level meetings with WIPO to address any points from paragraph 1.

Article 9
GI Guidelines

1. The Parties will establish means of communication and cooperation, at technical level, to exchange views on the examination practice relating to agricultural and craft and industrial GIs respectively, with a view to ensuring the application of harmonised standards to their assessment for the benefit of the GI beneficiaries and legal certainty. This is without prejudice to the role of the Advisory Board of the Office under Regulation (EU) 2023/2411.
2. Each of the Parties will be responsible for the content of their respective GI Guidelines and for making them public.

Article 10
Geographical indications and Trade marks

1. With respect to aspects of trade mark examination where possible conflicts with GIs are addressed, the Parties will ensure a channel of communication for the mutual exchange of opinions and/or information on specific cases.
2. The EUIPO will consult DG AGRI, as part of the periodic revision of its Trade mark guidelines on aspects of its examination policy that concern the relationship between trade marks and GIs.

CHAPTER FOUR
PROTECTION AND ENFORCEMENT

Article 11

1. The Parties will work together to improve the protection and enforcement of GIs.
2. The EUIPO, together with DG AGRI, will work to promote the access by GI stakeholders to the IPEP and other enforcement-related training actions promoted by the Observatory.
3. The Parties will consult each other on planning for GI enforcement work. In particular, the Observatory will consider developing in partnership with DG AGRI and DG TRADE reviews relating to enforcement.
4. The Parties may develop training and information initiatives as well as studies, evaluations and enforcement events and workshops with country authorities and stakeholders. Any activities agreed are subject to their inclusion in the Parties' respective work programmes and budgets.

CHAPTER FIVE COMMUNICATION ACTIONS

Article 12

1. The Parties will cooperate on communication and outreach activities, tools and projects in order to spread information on GIs as intellectual property rights, aimed at the public, stakeholders and concerned public authorities.
2. Joint communication activities linked to agricultural GIs in the EU and abroad will be coordinated on an annual basis and in full transparency to ensure their consistency with the agreed-upon content and objectives. This cooperation is without prejudice to both Parties' available resources.
3. The Parties will promptly share information and feedback on their respective communication and outreach activities concerning agricultural GIs.
4. The Parties may organise, as appropriate, joint training sessions, workshops or conferences, on GI related matters, the frequency of which is to be mutually agreed.

CHAPTER SIX MISCELLANEOUS

Article 13

Transparency

1. In line with the Joint Declaration, DG AGRI will inform the European Parliament and the Council on a yearly basis on the assistance it has received from the EUIPO in the exercise of its tasks over the course of the previous calendar year.
2. The first year of reporting will cover the activities taking place from the entry into force of this Administrative Agreement.

Article 14

Confidentiality

1. 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.
2. 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 15

Personal data protection provisions

1. Any personal data relating to the implementation of this Administrative Agreement will be processed in accordance with Regulation (EU) 2018/1725¹⁰.

¹⁰ 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, ELI: <http://data.europa.eu/eli/reg/2018/1725/oj>.

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

Article 16

Human Resources

1. 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.

2. 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.

CHAPTER SEVEN FINAL PROVISIONS

Article 17

Annexes

The Annex(es) to this Administrative Agreement form an integral part of it.

Article 18

Amendments

1. The present Administrative Agreement may be amended by mutual consent of the Parties. Such amendments will be formalised in writing and constitute an integral part of this Administrative Agreement and will include the date on which they become effective.

2. Notwithstanding paragraph 1, amendments to the Annexes may be approved by an exchange of correspondence between the officials identified in Article 19.

Article 19

Contact points for the Administrative Agreement

1. The contact points for the overall implementation of this Administrative Agreement are the officials occupying the following respective positions:

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

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

Article 20

Entry into force, duration and termination

1. The present Administrative Agreement will enter into force on 1st January 2025. It replaces the Administrative Agreement signed on 17 December 2019, and subsequent amendment in its entirety.

2. This Administrative Agreement remains valid indefinitely.

3. This Administrative Agreement may be terminated in writing by mutual agreement or by one Party giving the other a 6-month written notice.

Signed in Bruxelles on 4 December 2024 in two original copies in English.



*for the Directorate-General
Agriculture and Rural Development*

Wolfgang Burtscher
Director General



*for the European Union Intellectual
Property Office*

João Negrão
Executive Director

ANNEX

Contact points

Cooperation referred to in Articles 2, 8, 9 and 12:

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

EUIPO: EUIPO_GIs@euipo.europa.eu

Cooperation referred to in Articles 3 and 4 (GI View):

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

EUIPO: GIview.feedback@euipo.europa.eu

Cooperation referred to in Article 7 (Pre-assessment of geographical indication applications in agricultural sector):

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

EUIPO: bod-gice_box@euipo.europa.eu

General contact points for all matters pursuant to Article 19 (Contact points for the agreement):

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

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