

## **TERMS AND CONDITIONS OF THE EUIPO KEY USER PROGRAMME**

### **I. Objective of the EUIPO Key User Programme**

#### **Article 1**

The European Union Intellectual Property Office (hereinafter referred to as “EUIPO”) has developed a new electronic platform for the communications with and by the Office, aiming at modernising and simplifying EUIPO’s information systems and at transforming EUIPO into a fully fledged e-organisation for the benefits of the Office users.

The objective of the EUIPO Key User Programme is to offer support services and tools to Users who commit themselves to make use of electronic means of communication with EUIPO (hereinafter referred to as “Key User”).

### **II. Conditions of the participation in the EUIPO Key User Programme**

#### **Article 2**

In order to participate in the EUIPO Key User Programme, the User shall:

- a) opt for receiving communications from EUIPO electronically,
- b) be a Current Account holder at EUIPO,
- c) use electronic means of communication provided by the EUIPO for submitting applications, requests and communication to the EUIPO as well as for IP enforcement actions (IP Enforcement Portal) — in particular for filing Customs Applications for Action— and for exchanging information about IP infringements outside the EU with the European Commission (DG TRADE),
- d) accept that recourse to paper-based, non-electronic interaction should be limited to cases of technical problems or similar exceptional circumstances.

### **III. Support services and tools offered by EUIPO to Key Users**

#### **Article 3**

On the new electronic platform for the communications with and by EUIPO, the Key User will be granted the following special features:

- a) from the “User Area”, possibility to manage his portfolio of EUTM/RCD via a single account and to create sub accounts for the members of his/her team;
- b) from the “User Area”, provision of regular statistics relating to processes before EUIPO such as volumes of processes before EUIPO, use of electronic means of communication, payment methods or rate of objections;
- c) from the “User Area”, regular provision of news of interest for Key Users;
- d) from the “User Area”, a direct link to the IP Enforcement Portal;
- e) as regards options (b) and (c), an email alert can be set up;
- f) from the user docketing system, possibility to save an EUTM application in xml format, to review and submit it and then to upload it in the EUTM e-filing system.

#### **Article 4**

Within the training programme organised by EUIPO, the Key User will be offered priority invitations for 2 members of his team to the training related to the use of online tools and databases, including the IP Enforcement Portal, and training specifically designed for paralegals arranged by EUIPO.

#### **Article 5**

The Key User will be offered guidance from EUIPO in order to make efficient use of tools and databases and electronic means of communication as well as support to enhancing the proportion of straight-through files processed. In the field of enforcement, guidance will be offered to ensure efficient use of the enforcement related tools and of the electronic Customs Applications for Action.

Such support will in no case extend to the substance/outcome of the files and/or applications.

#### **Article 6**

EUIPO reserves the right to amend these terms and conditions, to suspend or reschedule the implementation of the support services and tools offered in case of a sudden unavailability of resources or for other justified reasons connected with the interest of its service.

#### **Article 7**

The Key User undertakes not to use his participation in the EUIPO Key User Programme as a means to advertise or promote his professional activity among actual or potential clients in such a way as to pretend privileged access to support services, tools offered by EUIPO or privileged processing of his files by the EUIPO.

#### **Article 8**

The participation in the EUIPO Key User Programme is for the initial duration of one year and will tacitly be renewed for additional periods of one year, unless EUIPO verifies and communicates to the User that he does not meet the conditions of the participation any longer. In the event of such communication, the User's participation in the EUIPO Key User Programme will be terminated within the delay contained in the communication.

#### **Article 9**

Personal data will be processed by EUIPO for the purpose set out in Article 3 of these Terms and Conditions. Processing of personal data by EUIPO shall be in compliance with Regulation (EC) No 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data.