

**MEMORANDUM OF COOPERATION BETWEEN THE  
INTELLECTUAL PROPERTY OFFICES OF THE MEMBER  
STATES OF THE ASSOCIATION OF SOUTHEAST ASIAN  
NATIONS AND THE KOREAN INTELLECTUAL  
PROPERTY OFFICE OF THE REPUBLIC OF KOREA FOR  
COMPREHENSIVE COOPERATION IN THE FIELD OF  
INTELLECTUAL PROPERTY**

The Intellectual Property Offices of the Member States of the Association of Southeast Asian Nations (ASEAN IPOs) and the Korean Intellectual Property Office (KIPO) (hereinafter singularly referred to as “the Party” and collectively as “the Parties”);

**RECALLING** the Agreement on Comprehensive Economic Partnership among the Member States of the Association of Southeast Asian Nations (ASEAN) and the Republic of Korea;

**REALIZING** the importance of Intellectual Property (IP) as a factor of economic competitiveness in the knowledge-based economy, and in the promotion of innovation and technology; and

**DESIRING** to establish a mutually supportive relationship between the Parties, with the view to developing cooperation on matters relating to the creation, protection, utilization and administration of intellectual property rights;

**HAVE REACHED THE COMMON RECOGNITION** as follows:

## **Paragraph 1 Purpose**

The purpose of this Memorandum of Cooperation on Intellectual Property ("MOC") is to establish an institutional framework for structured cooperation between the Parties towards promoting the development of the intellectual property system of the Parties, as well as enhancing and strengthening bilateral exchange and cooperation in the field of intellectual property, in order to contribute to the economic growth of ASEAN and Korea.

In this MOC, "ASEAN IPOs" refers to those Intellectual Property Offices that are responsible for intellectual property rights in the respective ASEAN Member States (AMS).

## **Paragraph 2 Areas of Cooperation**

The cooperation under this MOC may include, but is not limited to:

- a) Exchanging information and sharing of best practices, experiences, and knowledge concerning the creation, protection, utilization and commercialization of intellectual property rights;
- b) Exchanging information, sharing experiences and knowledge, and encouraging training of each Party's personnel in the field of IP, including examiners as well as IP practitioners;
- c) Sharing IP statistical data, where appropriate, in a manner consistent with the respective national laws and regulations of the Parties;

- d) Exchanging information on the latest developments in the intellectual property system, including the enactment of new laws, statutes, case law or jurisprudence, regulations, guidelines or manuals;
- e) Cooperation in IT-related fields such as sharing experiences on work-sharing, IP automation system development, IP data utilization, quality management, and providing assistance in facilitating the enhancement and modernisation of IP databases, including patents, trademarks and designs, in the territories of the AMS;
- f) Cooperation in human resource development to advance the capabilities of the Parties, including new training models on IP management, IP valuation and examination of relevant IP applications, including but not limited to patent, trademark and design applications;
- g) Cooperation to ensure that examination of patent, trademark, design and other IP applications, including those relating to emerging technologies, are expeditious and of high quality, avoid duplicative work, and reduce the examination workload;
- h) Assistance in the establishment or implementation of the ASEAN IPOs' national IP Strategy, including on the promotion of education and awareness of intellectual property, particularly on the management of IP by Micro, Small, and Medium Enterprises (MSMEs);
- i) Cooperation in the design and implementation of programs with the science and technology sectors to

improve capacity to identify, protect and manage IP assets; and

- j) Any other areas of cooperation that may be jointly decided upon by the Parties.

### **Paragraph 3 Implementation**

1. The Parties intend to jointly prepare annual work plans outlining the activities and projects envisaged in each of the cooperation areas under Paragraph 2.

2. The implementation of this MOC and the specific activities to be carried out will be discussed and reviewed annually at a meeting of the Heads of all ASEAN IPOs and KIPO at a time and place to be decided by the Parties, subject to the availability of the necessary resources.

### **Paragraph 4 Confidential Information**

The Parties will avoid undertaking activities involving the exchange of confidential data or confidential documents. The information resulting from the implementation of programs and projects, as well as any other information which is derived from the cooperation activities under this MOC, will not be disclosed or divulged to third parties, without prior written consent by the other Party or Parties.

### **Paragraph 5 Financial Resources**

1. Financial resources for activities under this MOC will be provided by mutual consent and subject to availability.

2. Where KIPO provides financial resources for the activities, such resources will be provided for the benefit of all ASEAN IPOs.

### **Paragraph 6 Settlement of Disputes**

Any dispute that may arise in connection with the interpretation, application, or implementation of this MOC will be settled amicably through consultations between the Parties.

### **Paragraph 7 Status of the Document**

1. This MOC is not intended to create any legally binding obligations under international law. It does not constitute an international agreement under/in relation to the Vienna Convention on the Law of Treaties, done on 23 May 1969.

2. This MOC will be carried out in accordance with, and subject to, all the applicable laws and regulations of the Parties, and subject to the availability of funds and personnel of the Parties.

### **Paragraph 8 Miscellaneous**

1. This MOC will take effect on the date of signature of all Parties, and will remain in effect for a period of five (5) years, and will be automatically extended for a consecutive period of five (5) years unless a Party notifies all the other Parties of its intention to terminate this MOC by giving at least ninety (90) days written notice before the intended date of termination.

2. This MOC may be modified by mutual consent of the Parties in writing. Any such modification will not affect the completion of any cooperation activity agreed upon or commenced prior to the effective date of modification, unless agreed upon by the Parties.

3. The termination of this MOC will not affect the completion of cooperative activities that have been agreed upon or commenced while it was in force.

Done at Bandar Seri Begawan, Brunei Darussalam, this Twenty Seventh of March in the Year Two Thousand and Eighteen in [two] original copies in the English Language.







