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**MEMORANDUM OF UNDERSTANDING BETWEEN THE  
ASSOCIATION OF SOUTHEAST ASIAN NATIONS AND  
THE WORLD INTELLECTUAL PROPERTY  
ORGANIZATION ON EXPANSION OF COOPERATION IN  
SPECIFIC AREAS**

The Association of Southeast Asian Nations (ASEAN), with its Secretariat located in Jl. Sisingamangaraja No.70A Jakarta, Indonesia and the World Intellectual Property Organization (WIPO) whose headquarters are situated at Chemin des Colombettes 34. CH-1211 Geneva 20, Switzerland (hereinafter referred to singularly as “Participant” and collectively as “Participants”);

**CONSIDERING** ASEAN as an intergovernmental organisation whose purposes, as expressed in the ASEAN Charter, are, among others, to foster a region of lasting peace, security and stability, sustained economic growth, shared prosperity and social progress whilst adhering to the principles of centrality, consensus, and unity in diversity;

**CONSIDERING** WIPO as an intergovernmental organisation and a specialised agency of the United Nations whose mission is to lead the development of a balanced and effective global intellectual property (IP) ecosystem to promote innovation and creativity for a better and more sustainable future;

**RECALLING** that the ASEAN Economic Community Blueprint 2025 (AEC Blueprint 2025) cites strategic collaboration with institutions involved in the work of regional economic integration as essential to achieving the goals of the AEC Blueprint 2025, which include working towards a highly



integrated and cohesive economy, and competitive, innovative, and dynamic ASEAN;

**NOTING** that the current continuing cooperation between ASEAN and WIPO under the framework of the ASEAN Intellectual Property Rights Action Plan 2016-2025 (AIPRAP 2025) and any future post-2025 ASEAN intellectual property agendas, comprises of key deliverables which addresses the strategic areas of IP development in the region in support of the AEC Blueprint 2025 as well as the Sustainable Development Goals of the United Nations;

**ACKNOWLEDGING** that further to its existing regional and bilateral work in ASEAN, WIPO implements key initiatives to further the innovation ecosystem in ASEAN through initiatives aimed at the improvement of services in patent, trademark, industrial design, copyright, geographical indication and genetic resources, traditional knowledge, folklore and cultural expressions; and

**RECOGNISING** the desire to expand the existing cooperation to specific areas of new focus in view of WIPO's Medium-Term Strategic Plan (MTSP) 2022-2026 which is aimed at helping create "a world where innovation and creativity from anywhere is supported by intellectual property (IP) for the good of everyone.";

**HAVE REACHED THE FOLLOWING UNDERSTANDING:**

### **PARAGRAPH I OBJECTIVE**

The main objective of this Memorandum of Understanding (MOU) is to expand cooperation between ASEAN and WIPO in specific areas through an impact-driven and future-focused approach, which complements the on-going cooperation in the



framework of AIPRAP 2025. These specific areas aim to address the new and emerging needs of underserved stakeholders from business and creative communities such as small and medium-sized enterprises (SMEs), start-ups, creators, etc., that are related to IP, which will be part of the post-2025 agenda of the ASEAN Working Group on Intellectual Property Cooperation (AWGIPC).

## **PARAGRAPH II IMPLEMENTATION**

1. The AWGIPC will be responsible for the implementation of this MOU on behalf of ASEAN. AWGIPC will designate relevant government bodies and officials, legal entities, and other private and public organisations to participate and implement activities under this MOU as appropriate.

2. WIPO will cooperate in the implementation of this MOU through its relevant Sectors, Divisions, and Sections, in accordance with their respective mandates. The overall coordination of WIPO's cooperation in this regard will be done by the Division for Asia and the Pacific and the WIPO Office in Singapore.

## **PARAGRAPH III EXPANDED AREAS OF COOPERATION**

1. With regard to Paragraph I, expanded areas of cooperation will include the following:

- (a) helping ASEAN SMEs and startups to use IP in support of intra-regional and inter-regional trade through awareness and capacity-building as well as provision of infrastructure, tools and resources;



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- (b) leveraging on digital technologies for business success through increased and effective use of IP in the development of mobile applications, videogames, tools related to patent analytics, artificial intelligence, etc.;
  - (c) unlocking the use of IP and intangible assets of businesses to secure monetisation and financing through exploration and sharing of the existing and best practices in ASEAN on IP-backed financing; and
  - (d) supporting the creative industries of ASEAN through development of or capacity-building on economic indices to measure the contribution as well as promoting the access to and use of the WIPO for Creators platform.

#### **PARAGRAPH IV IMPLEMENTATION ARRANGEMENTS**

1. The Participants will develop an implementation plan for the purpose of implementing the expanded areas of cooperation identified in this MOU.
2. The implementation plan will detail programs, projects, and activities to be carried out under this MOU and, if relevant, will include, the estimated necessary resources for their implementation.

#### **PARAGRAPH V FINANCIAL IMPLICATIONS**

This MOU does not commit either Participant to financial obligations in any way. In the event that the implementation of this MOU needs financing, the Participants will expressly





agree on their respective operational and financial obligations, in writing, on a case-by-case basis. In any event, the implementation of this MOU is subject to the availability of resources of the Participants and to compliance with their financial regulations and rules.

## **PARAGRAPH VI FOCAL POINTS**

1. For the implementation of this MOU, each Participant will appoint a Focal Point who acts as a contact person for all communications and questions regarding the implementation of the MOU.
2. The name of the appointed Focal Point, and any changes thereof, will be notified in writing to the other Participant without delay.

## **PARAGRAPH VII EVALUATION AND REVIEW**

1. The Participants agree to undertake a yearly review of the activities implemented under this MOU, with the view of improving the coordination, evaluating progress, and further enhancing cooperation mechanisms. This will be undertaken during an annual meeting between the representatives of AWGIPC and WIPO for this MOU. Such meeting could be held in conjunction with one of the Consultation Meeting between AWGIPC and WIPO or the meeting between WIPO Director General - ASEAN Heads of IP Office held at the sidelines of the annual WIPO General Assemblies, as appropriate and to be determined through mutual agreement, on a case-by-case basis.
2. Periodic meetings of representatives of the Participants, including representatives of the AWGIPC and senior



representatives of WIPO will also be convened periodically as required and not less than once every two years. The objective of these meetings is to discuss the progress of the MOU, the implementation plan, and conduct a textual review of the MOU to review its effectiveness.

3. The meetings provided for at subparagraphs 1 and 2 may be held virtually as appropriate.

### **PARAGRAPH VIII GENERAL RESPONSIBILITIES OF THE PARTICIPANTS**

1. The Participants will refrain from any action that may adversely affect the interests of the other Participant and will fulfil their commitments with fullest regard for the terms and conditions of this MOU.

2. The Participants will respect the confidentiality of information provided by either Participant under this MOU and marked as confidential.

3. Unless in relation to their cooperation or joint activities under this MOU or otherwise expressly authorised by the relevant Participant in writing, no Participant will, in any manner whatsoever, use the name, acronym or logo of the other Participant in connection with their activities or otherwise.

4. All press releases or public statements relating to this MOU or its implementation will be approved by all Participants in writing prior to release or disclosure.

### **PARAGRAPH IX DISPUTE SETTLEMENT**



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Any dispute arising from the interpretation or implementation of this MOU will be settled amicably through consultations between the Participants through agreed channels, without reference to any third party or international tribunal.

### **PARAGRAPH X AMENDMENTS**

This MOU may be amended by the mutual consent of the Participants, which will be made in writing and will form part of this MOU.

### **PARAGRAPH XI EFFECTIVE DATE AND TERMINATION**

1. This MOU will come into effect on the date of its signature by both Participants and remain valid for a period of five years. Before its expiration, the Participants may agree in writing to renew this MOU for a further period to be determined based on the outcome of the reviews carried out under Paragraph VII.
2. This MOU may be terminated at any time by mutual consent of the Participants or by one Participant giving the other Participant three months' prior notice.
3. The termination of this MOU will not affect the implementation of ongoing activities or programs which have been agreed upon prior to the date of termination.

### **PARAGRAPH XII PRIVILEGES AND IMMUNITIES**



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Nothing in this MOU will be construed as a waiver of any privileges and immunities that each Participant enjoys as an international organisation.

**IN WITNESS WHEREOF**, the undersigned, being duly authorized, have signed this MOU.

**SIGNED** at Semarang, Indonesia, this Twentieth Day of August in the Year Two Thousand Twenty-Three, in two original copies in the English Language.

For ASEAN:

For WIPO:

**DR. KAO KIM HOURN**  
Secretary-General of ASEAN

**DAREN TANG**  
Director General