

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
GOVERNMENTS OF THE MEMBER STATES OF THE
ASSOCIATION OF SOUTHEAST ASIAN NATIONS AND THE
GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA
ON COOPERATION IN THE FIELD OF INTELLECTUAL
PROPERTY**

The Governments of the Member States of the Association of Southeast Asian Nations (hereinafter referred to as "ASEAN") and the Government of the People's Republic of China (hereinafter referred to as "China") (hereinafter referred to as "All Participants");

DESIRING to strengthen further the strategic partnership among All Participants;

IN ORDER TO strengthen the cooperation in the field of intellectual property; and

RECOGNISING the importance of promoting cooperation in the field of intellectual property to enhance the economic and trade relations among All Participants,

HAVE REACHED the following understandings:

Article 1

All Participants reaffirm, in relation to intellectual property, their commitment under treaties to which they acceded and under their respective national laws and regulations.

Article 2

The cooperation of All Participants in the field of intellectual property will cover:

1. Establishment of a periodic Heads of Intellectual Property Offices Meeting mechanism for competent Intellectual Property Offices from All Participants to brief each other on the latest developments and exchange views on important international issues in the field of intellectual property.
2. Coordination of the issues related to intellectual property rights protection during the process of exchanges of information and cooperation in the fields of science and technology, economic and trade, and culture.
3. Exchange of information and experiences in the field of intellectual property including best practices relating to examinations, quality control, examiners' training and other issues.
4. Exchange of views and cooperation in the development of intellectual property automation and database.
5. Exchange of views on major issues related to the international intellectual property systems that are under deliberation at the World Intellectual Property Organisation and other international fora.
6. Other matters mutually decided upon by All Participants.

Article 3

Subject to their respective national laws and regulations, All Participants will recognise the contribution made by genetic resources, traditional knowledge and folklore for the scientific,

cultural and economic development of their respective countries and agree to strengthen cooperation and exchange information and experiences of the establishment and improvement of the legal system for the protection of genetic resources, traditional knowledge and folklore.

Article 4

Activities under this Memorandum of Understanding shall be subject to the availability of resources of All Participants.

Article 5

The competent authorities responsible for the implementation of this Memorandum of Understanding are:

From ASEAN - the competent Intellectual Property Offices of the ASEAN Member States; and

From China – the State Intellectual Property Office of China.

Article 6

This Memorandum of Understanding is an expression of intent by All Participants to cooperate in their mutual interests. The aim under Articles 2 and 3 therefore are not binding but rather All Participants are encouraged to use their best endeavors to promote and achieve the objectives of this Memorandum of Understanding.

Article 7

1. All Participants will notify each other Participant in

writing upon completion of their internal requirements necessary for the entry into force of this Memorandum of Understanding. This Memorandum of Understanding shall enter into force thirty (30) days after the date of the last notification of the completion of the internal requirements by all ASEAN Member States and China.

2. This Memorandum of Understanding will remain in force for a period of five (5) years, and will be automatically extended for a successive period of five (5) years unless one of the Participants notifies all the other Participants of its intention to terminate this Memorandum of Understanding by a notice in writing at least six (6) months before the date of expiration.

3. The termination of this Memorandum of Understanding will not affect the implementation of on-going activities and programme which have been agreed upon by All Participants prior to the date of termination of this Memorandum of Understanding.

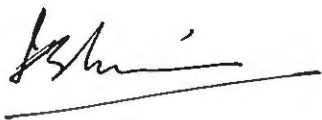
Article 8

Any difference or dispute among All Participants arising out of the interpretation or implementation or application of any of the provisions of this Memorandum of Understanding will be settled amicably through mutual consultation or negotiation among All Participants through diplomatic channels, without reference to any third party or international tribunal.

IN WITNESS WHEREOF, the undersigned, being duly authorised by the respective Governments of the Member States of ASEAN and the Government of the People's Republic of China, have signed this Memorandum of Understanding.

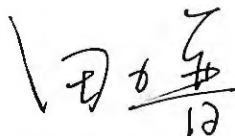
Signed in duplicate in Cha-am Hua Hin, Thailand on 21st day of December 2009, in the English and Chinese languages, both texts are equally authentic. In the event of any divergence of interpretation between the two texts, the English text will prevail.

For Brunei Darussalam:



LIM JOCK SENG
Second Minister of Foreign Affairs
and Trade

For the People's Republic of China:



TIAN LIPU
Commissioner of the State Intellectual
Property Office

For the Kingdom of Cambodia:



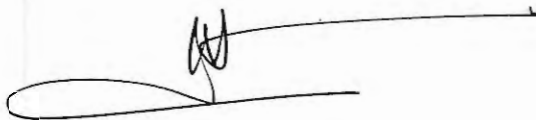
CHAM PRASIDH
Senior Minister and Minister of
Commerce

For the Republic of Indonesia:



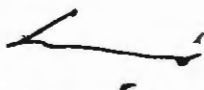
MARI ELKA PANGESTU
Minister of Trade

For the Lao People's Democratic Republic:

A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke extending to the right.

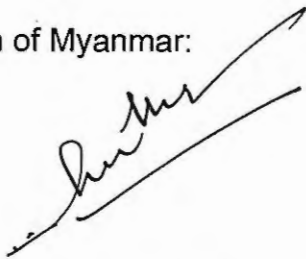
NAM VIYAKETH
Minister of Industry and Commerce

For Malaysia:

A handwritten signature in black ink, featuring a prominent horizontal stroke with a small upward flick at the end.

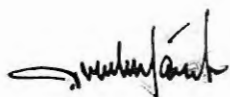
MUSTAPA MOHAMED
Minister of International Trade and Industry

For the Union of Myanmar:

A handwritten signature in black ink, showing a cursive style with a long, sweeping horizontal stroke at the bottom.

U SOE THA
Minister of National Planning and Economic Development

For the Republic of the Philippines:

A handwritten signature in black ink, appearing as a stylized, somewhat abstract scribble.

PETER B. FAVILA
Secretary of Trade and Industry

For the Republic of Singapore:



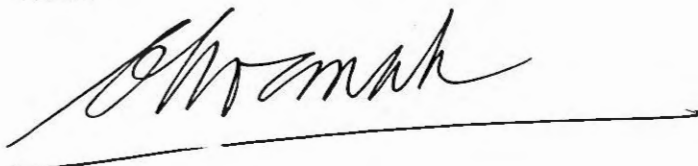
LIM HNG KIANG
Minister of Trade and Industry

For the Kingdom of Thailand:



PORNTIVA NAKASAI
Minister of Commerce

For the Socialist Republic of Viet
Nam:



VU HUY HOANG
Minister of Industry and Trade

东南亚国家联盟成员国政府 与中华人民共和国政府 知识产权领域合作谅解备忘录

东南亚国家联盟成员国政府（以下简称为“东盟”）和中华人民共和国政府（以下简称为“中国”）（以下简称“参与各方”）

为进一步加强参与各方的战略伙伴关系；

为加强在知识产权领域的合作；

并认识到推动知识产权领域的合作对于促进参与各方经贸关系的重要性；

达成以下谅解：

第一条

参与各方重申，根据参与各方参加的知识产权条约及其各自国内的知识产权法律和法规，履行其承诺。

第二条

参与各方在知识产权领域的合作将包括：

（一）建立参与各方知识产权职能部门首脑定期会晤机制，通报各自最新进展，并就国际知识产权领域重大议题交换意见。

（二）协调参与各方在科技、经贸和文化领域信息交流与合作过程中涉及的知识产权保护问题。

(三) 在知识产权领域开展信息与经验交流,包括与审查、质量控制、审查员培训等方面相关的最佳实践。

(四) 在知识产权自动化与数据库建设方面进行交流与合作。

(五) 就世界知识产权组织和其他国际组织讨论的国际知识产权制度的重大问题交换意见。

(六) 参与各方共同商定的其他事项。

第三条

依据各自的国内法律和法规,参与各方将承认遗传资源、传统知识和民间文艺对各自国家科技、文化和经济发展所做出的贡献,同意就建立和完善保护遗传资源、传统知识和民间文艺的法律制度加强合作,交流信息和经验。

第四条

本谅解备忘录下的各项活动将受制于参与各方的资源情况。

第五条

负责实施本谅解备忘录的主管机构是:

东盟---东盟成员国各国知识产权职能部门;

中国---中国国家知识产权局。

第六条

本谅解备忘录的目的是表达参与各方在他们共同感兴趣

的领域进行合作的意愿。因此第二条和第三条的目的不是约束而是鼓励参与各方尽其最大努力来促进并实现本谅解备忘录的目标。

第七条

一、参与各方将以书面形式相互通知履行完毕本谅解备忘录生效所需的国内程序。本谅解备忘录自所有东盟成员国和中国中最后一方履行完毕国内程序并发出书面通知之日起三十（30）日后生效。

二、本谅解备忘录有效期五（5）年。如果任何参与方未在有效期满前至少六（6）个月以书面通知其他参与各方终止本谅解备忘录，本谅解备忘录有效期将自动延长五（5）年，并依此法顺延。

三、本谅解备忘录的终止将不影响参与各方在本谅解备忘录终止前已经达成一致并正在实施中的活动和项目。

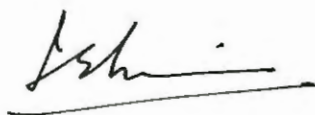
第八条

参与各方在解释、实施或适用本谅解备忘录任一条款时所产生的歧义或争端应由参与各方通过外交途径以友好磋商或谈判的方式，而非借助任何第三方或国际法庭来解决。

经东盟各成员国政府及中华人民共和国政府正式授权的
下列代表签署本谅解备忘录，以昭信守。

本谅解备忘录于二〇〇 年 月 日在 签订，
一式两份，每份均用英文和中文写成，两种文本同等作准。
如对两种文本的解释出现分歧，以英文文本为准。

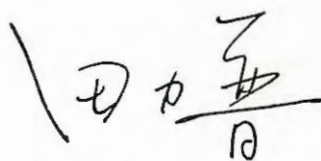
文莱达鲁萨兰国政府
代表



LIM JOCK SENG

外交和贸易部第二部长

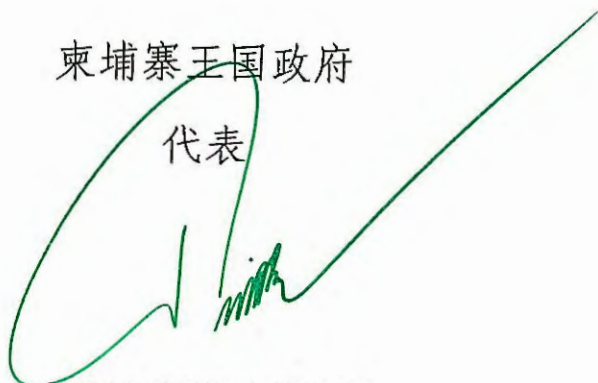
中华人民共和国政府
代表



田力普

国家知识产权局局长

柬埔寨王国政府
代表



CHAM PRASIDH

国务兼商业大臣

印度尼西亚共和国政府

代表

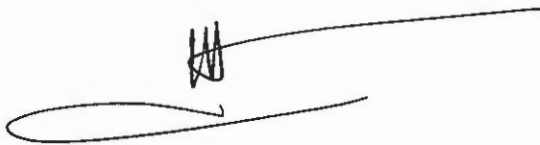


MARI ELKA PANGESTU

贸易部长

老挝人民民主共和国政府

代表

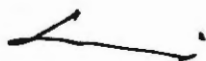


NAM VIYAKETH

工业和贸易部长

马来西亚政府

代表



MUSTAPA MOHAMED

国际贸易与工业部长

缅甸联邦政府

代表

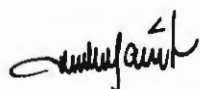


U SOE THA

国家计划与经济发展部长

菲律宾共和国政府

代表



PETER B. FAVILA

贸工部长

新加坡共和国政府

代表



LIM HNG KIANG

贸工部长

泰王国政府

代表



PORNTIVA NAKASAI

商业部长

越南社会主义共和国政府

代表



VU HUY HOANG

工贸部长