

**MEMORANDUM OF COOPERATION ON INDUSTRIAL  
PROPERTY BETWEEN THE INTELLECTUAL PROPERTY  
OFFICES OF THE MEMBER STATES OF THE  
ASSOCIATION OF SOUTHEAST ASIAN NATIONS AND  
THE JAPAN PATENT OFFICE**

The Intellectual Property Offices of the Member States of the Association of Southeast Asian Nations (hereinafter referred to as "ASEAN IPOs") and the Japan Patent Office (hereinafter referred to as "the JPO") (hereinafter singularly referred to as "the Participant" and collectively referred to as "the Participants");

**RECALLING** the Agreement on Comprehensive Economic Partnership among Member States of the Association of Southeast Asian Nations and Japan;

**RECOGNISING** that cooperation among the Participants will contribute to enhancing the capabilities in ASEAN and Japan;

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

**1. Objectives**

1. The objective of this Memorandum of Cooperation (hereinafter referred to as "MOC") is to further cooperation among the Participants in the field of Industrial Property, namely, trademarks, industrial designs, patents, and utility

models.

In this MOC, "ASEAN IPOs" means the Intellectual Property Offices that are responsible for industrial property rights in ASEAN Member States and are corresponding the JPO in Japan.

2. Within the limits stated in this MOC, the Participants will cooperate for further improvement of industrial property protection in order to contribute to economic growth of ASEAN and Japan.

## **2. Technical Cooperation**

Specific areas of the technical cooperation in industrial property field via the activities that will be jointly agreed and developed by the Participants will include:

- (a) improvement of industrial property protection systems including exchange of experiences and knowledge on industrial property policy and improvement of laws (statutes and case laws), regulations, guidelines or manuals, consistent with international standards;
- (b) establishment of transparent and streamlined examination procedures and practices including worksharing at the international level, exchange of experiences and knowledge on quality control and examiners' training and sharing statistical data, where appropriate, in a manner consistent with the respective national laws;
- (c) industrial property administration including

exchange of experience on general management and information technology (IT) infrastructure/systems;

- (d) development of industrial property exploitation by the private sector including small-and-medium-sized enterprises;
- (e) exchange of information and cooperation on appropriate initiatives to promote awareness of industrial property; and
- (f) cooperation in human resource development to advance the capabilities of the ASEAN IPOs; and
- (g) other areas mutually decided upon by the Participants.

### **3. Financial Resources**

1. Financial resources for activities under this MOC will be provided by mutual consent.
2. Where the JPO provides financial resources for the activities, such resources will be provided for the benefit of all ASEAN IPOs.

### **4. Periodic Meeting**

The implementation of this MOC shall be discussed and reviewed annually by a meeting of the Heads of all ASEAN IPOs and the JPO at a time and place to be decided by the Participants subject to the availability of their resources.

## **5. Modifications**

This MOC may be modified by mutual consent of the Participants in writing. Any such modification shall not prejudice any right or obligation accruing or incurred prior to the effective date of modification.

## **6. Domestic Laws and Regulations**

The cooperation activities under this MOC will be carried out subject to all the applicable laws and regulations in the ASEAN Member States and Japan.

## **7. Duration and Termination**

1. The MOC will last for three (3) years and will be automatically extended for a further period of three (3) years unless one of the Participants notifies the other Participant of its intention to terminate this MOC by a notice in writing at least ninety (90) days before the intended date of termination.

2. In the event of termination of this MOC the ongoing cooperation activities under this MOC will not be affected, unless otherwise decided by the Participants.

## **8. Commencement of Cooperation**

The cooperation under this MOC will commence on the date of completion of all the signatures of the Participants.

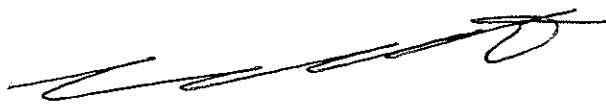
## **9. Consultation**

Consultations will be held, where appropriate, on any issues that may arise in the course of cooperation under this MOC.

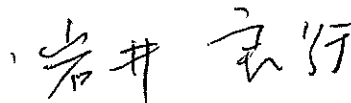
Signed at Singapore on this Eleventh Day of July in the Year Two Thousand and Twelve, in the English language.

For the Intellectual Property  
Division, Attorney General's  
Chambers (Brunei Darussalam):

For the Japan Patent Office:



**DATIN HAYATI SALLEH**  
Attorney General



**YOSHIYUKI IWAI**  
Commissioner

For the Department of Intellectual  
Property Rights, Ministry of  
Commerce (Cambodia):



**VAR ROTH SAN**

Head of Secretariat of National  
Committee for Intellectual  
Property Rights of Cambodia and  
Director of Department of  
Intellectual Property Rights of  
Ministry of Commerce

For the Directorate General of  
Intellectual Property Rights  
(Indonesia):



**AHMAD M. RAMLI**

Director General of Directorate  
General of Intellectual Property  
Rights of Ministry of Law and  
Human Rights of the Republic of  
Indonesia

For the Department of Intellectual  
Property, Ministry of Science and  
Technology (Lao PDR):



**SITHA PHOUYAVONG**

Director General of Department of  
Intellectual Property

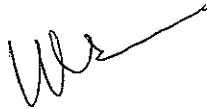
For the Intellectual Property  
Corporation of Malaysia  
(Malaysia):



**DATO' AZIZAN MOHAMAD  
SIDIN**

Director General of Intellectual  
Property Corporation of Malaysia

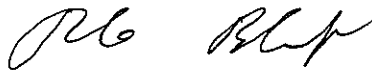
For the Department of Scientific  
and Technological Research,  
Ministry of Science and  
Technology (Myanmar):



**U WIN KHAING MOE**

Deputy Director General of  
Department of Scientific and  
Technological Research of  
Ministry of Science and  
Technology

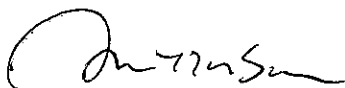
For the Intellectual Property  
Office of the Philippines  
(Philippines):



**RICARDO R. BLANCAFLOR**

Director General of the  
Intellectual Property Office of the  
Philippines

For the Intellectual Property  
Office of Singapore (Singapore):



**TAN YIH SAN**

Chief Executive of the Intellectual  
Property Office of Singapore

For the Department of Intellectual  
Property (Thailand):



**PAJCHIMA TANASANTI**

Director General of the  
Department of Intellectual  
Property

For the National Office of  
Intellectual Property of Vietnam  
(Vietnam):



**TA QUANG MINH**

Director General of National  
Office of Intellectual Property of  
Vietnam