

MEMORANDUM OF UNDERSTANDING

ON

BILATERAL COOPERATION ON INTELLECTUAL PROPERTY

BETWEEN THE

**MINISTRY OF INDUSTRY & HANDICRAFT OF THE KINGDOM
OF CAMBODIA (MIH)**

AND

**THE STATE INTELLECTUAL PROPERTY OFFICE OF THE
PEOPLE'S REPUBLIC OF CHINA (SIPO)**

The Ministry of Industry & Handicraft of the Kingdom of Cambodia (hereinafter referred to as “MIH”) and the State Intellectual Property Office of The People’s Republic of China (hereinafter referred to as “SIPO”) (each individually referred to as "Party" and collectively referred to as "Parties"),

CONSIDERING the value and importance of Intellectual Property (herein after referred to as "IP") for the development of the economy and the exchange of technology;

RECOGNISING the need to promote, improve and strengthen IP systems with a view to providing an effective response to the challenges created by the introduction of new technologies;

DESIRING to further develop the cooperation arrangements between MIH and SIPO in order to meet the challenges of this century, and also to promote economic exchange between Cambodia and China; and

TAKING into consideration the development dimension of IP;

Have reached the following understandings:

ARTICLE 1 OBJECTIVE

The purpose of this Memorandum of Understanding (hereinafter referred to as “MOU”) is to establish a wide-ranging and flexible mechanism for guiding and furthering the cooperation activities between the Parties in the IP field in accordance with the responsibilities of the Parties in this area.

Accordingly, the Parties agree to cooperate in the development and expansion of the patent and industrial design systems in Cambodia and China.

ARTICLE 2 BACKGROUNDS

MIH is a Ministry created under Royal Decree No. NS/RKM/1213/018 date 06 December 2013. As outlined in Sub-Decree No.575ANKr.BK, date 24 December 2013, the MIH is in charge of the administration, development and promotion of industries and handicrafts in Cambodia, including IP, small and medium enterprises, and innovation.

SIPO is a government institution directly reporting to the State Council, whose main responsibilities cover, filing, examination, reexamination and registration of patent, utility model, industrial design and integrated circuit layout designs; organizing and coordinating IP rights protection work nationwide, including leading the development and implementation of National IP Strategy and IP Five-year Plan, as well as making laws and policies related to IP;

overall coordinating foreign-related IP affairs, especially affairs related to the World Intellectual Property Organization (WIPO).

ARTICLE 3 FIELDS OF COOPERATION

1. The Parties agree to cooperate in the following fields:
 - 1) Technical Cooperation
 - a. Subordinate institutions of SIPO will provide searching and evaluating services *as a Search and Examination Authority for patent application* to MIH. MIH recognizes patents granted at SIPO.
 - b. MIH and SIPO will cooperate in work sharing regarding patent examination.
 - 2) Human Resource Development
 - a. MIH and SIPO intend to cooperate in the development of human resources within MIH that are involved in patent and industrial design related matters, particularly within the Department for Industrial Property (DIP), the General Department for Industry;
 - b. The cooperation in the field of human resources development could be supported by means of SIPO expert missions to Cambodia, study visits of MIH officials to SIPO and to other patent and industrial design offices in China as well as through the participation of MIH officials in the seminars organized by SIPO;
 - c. MIH and SIPO will furthermore endeavor to build sustainable indigenous training both for MIH officials and other IP stakeholders such as SMEs, universities R&D centers regarding using patent information, and other IP professionals.
 - 3) Exchange of Experiences
 - a. Exchange best practices, experiences, and knowledge on IP administration and protection, specifically regarding patents, industrial designs, and layout-designs of integrated circuits;
 - b. Exchange best practices, experience and knowledge on the role of each Party in stimulating and promoting innovation and creativities in the field of IP;
 - c. Exchange best practices, experience and knowledge on the role of each Party in encouraging the use of IP by the industry to facilitate economic development; and
 - d. Collaborate on IP-related training for the local IP and business communities.
2. The cooperation activities under this MOU will be implemented through high-level exchanges, technical missions, work programs and other means agreed by the Parties.
3. The Parties agree to:
 - 1) Coordinate the content, topics, dates and other details of the technical missions, work programs and other cooperation activities under this MOU through a Work Plan that is to be agreed upon by the Parties;
 - 2) Explore expanding this cooperation to include other types of IP;
 - 3) Consider recognizing SIPO as a competent international searching and examination authority for MIH.
4. All cooperation activities under this MOU will be subject to the availability of resources of each Party.

**ARTICLE 4
FUNDING**

The implementation of each activity falling under this MOU shall be subject to the availability of the funds required to finance it in the annual budgets of the Parties devoted to cooperation activities, as well as the availability of other necessary means and resources.

**ARTICLE 5
STATUSES OF DEDICATED OFFICERS**

Any officer assigned by a Party to carry out the cooperation activities under this MOU will remain under the direction and authority of that Party, without any new employment relationship being created between that officer and the other Party. Neither Party will be considered as a substitute employer for any officer of the other Party.

**ARTICLE 6
COORDINATORS OF ACTIVITIES**

The Parties will each appoint a coordinator to be in charge of the implementation, monitoring and evaluation of the cooperation activities under this MOU. The respective coordinators will act as the primary interface for all communications between the Parties and will coordinate all cooperation activities under this MOU.

The Parties will arrange, at mutually convenient times, opportunities for their officers to meet and discuss any topics of interest. This may include invitations from one Party to the other for officers of the other Party to visit office of the first-mentioned Party, as appropriate.

**ARTICLE 7
AMENDMENTS**

This MOU may be amended by the mutual written agreement of the Parties.

**ARTICLE 8
LEGISLATION**

This MOU and the cooperative activities under this MOU will be subject to all applicable laws and regulations applicable to each Party. This MOU does not affect a Party's rights and obligations under any international agreement to which that Party is bound.

**ARTICLE 9
PERIODICAL REVIEW**

The Parties will determine a process of periodical review, by means of which they will evaluate the cooperation under this MOU. The first review may occur before end of the first year of this MOU entering into force.

**ARTICLE 10
DURATION AND TERMINATION**

This MOU will enter into force on the date of its signature by both Parties and will last for five (5) years.

Either Party may terminate this MOU by giving at least thirty (30) days' prior written notice to the other Party.

Upon expiry or termination of this MOU, the Parties will consult each other and confirm in writing whether they will continue with those cooperation activities that may still be in progress as at the date of expiry or termination of this MOU.

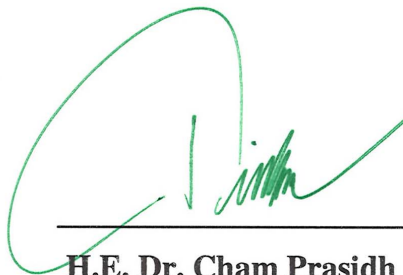
**ARTICLE 11
CONSULTATION**

The Parties will mutually consult each other, where appropriate, on any issues that may arise in the course of implementing this MOU.

Done in duplicate at Beijing on 21 September 2017 in the Khmer, Chinese and English languages; all texts being equally authentic.

For

The Ministry of Industry & Handicraft of
the Kingdom of Cambodia – MIH



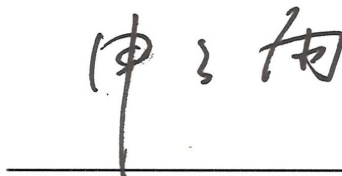
H.E. Dr. Cham Prasidh

Senior Minister

Minister of Industry & Handicraft

For

The State Intellectual Property Office of
P. R. China – SIPO



Dr. Shen Changyu

Commissioner

State Intellectual Property Office of China