

MEMORANDUM OF UNDERSTANDING

ON

THE CO-OPERATION IN INDUSTRIAL PROPERTY

BETWEEN

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

AND

**THE INTELLECTUAL PROPERTY OFFICE OF
SINGAPORE
(IPOS)**

The MINISTRY OF INDUSTRY & HANDICRAFT ("**MIH**") of the Kingdom of Cambodia and the INTELLECTUAL PROPERTY OFFICE OF SINGAPORE ("**IPOS**") of the Republic of Singapore:

CONSIDERING the value and importance of Industrial Property ("**IP**") for the development of the economy and the exchange of technology;

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

DESIRING to further develop the co-operation arrangements between MIH and IPOS (each individually referred to as a "**Party**" and collectively referred to as "**the Parties**") in order to meet the challenges of this century, and also to promote economic exchange between Cambodia and Singapore; and

TAKING into consideration the development dimension of industrial property;

HAVE REACHED THE FOLLOWING UNDERSTANDINGS:

Article 1 Objectives

This Memorandum of Understanding ("**MOU**") between the Parties is an expression of their shared objective of strengthening co-operation on IP.

Article 2 Background

The Ministry of Industry & Handicraft (MIH) is a Ministry created under Royal Decree N° NS/RKM/1213/018 dated 06 December 2013. As outlined in Sub-Decree N° 575 ANKr.BK dated 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.

The Intellectual Property Office of Singapore (IPOS), a statutory board under the Ministry of Law since April 2001, is the lead government agency that advises on and administers intellectual property laws, promotes intellectual property awareness and provides the infrastructure to facilitate the development of intellectual property in Singapore. As the intellectual property regulator and policy advisor, IPOS is committed to maintaining a robust and pro-business intellectual property regime for the protection and commercial exploitation of intellectual property.

Article 3
Technical Cooperation

1. The Parties will co-operate in the following areas relating to IP:
 - a. IPOS to receive patent applications, and to act as a Search and Examination Authority for patent applications, on behalf of MIH;
 - b. MIH to receive patent applications on behalf of IPOS;
 - c. IPOS to receive industrial design applications on behalf of MIH;
 - d. MIH to receive industrial design applications on behalf of IPOS;
 - e. Harmonisation of procedures and forms of both Offices;
 - f. MIH to recognise patents granted at IPOS and industrial designs registered at IPOS;
 - g. IPOS to recognise patents granted at MIH for which IPOS acts as the searching and examining authority, and to recognise industrial designs registered at MIH;
 - h. MIH to collect fees on behalf of IPOS; and
 - i. IPOS to collect fees on behalf of MIH.

2. The Parties also agree to co-operate in the following areas:
 - a. Training officers and the exchange of best practices, experience, and knowledge on IP administration and protection, specifically in the following areas: patents, industrial designs, plant variety protection and layout-designs of integrated circuits;
 - b. Exchange of best practices, experience and knowledge on the role of the Parties in stimulating and promoting innovation in the field of IP;
 - c. Exchange of best practices, experience and knowledge on the role of the Parties in encouraging the use of IP by the industry to facilitate economic development; and
 - d. Collaboration on IP-related training for the local IP and business communities.

3. The co-operation activities under this MOU will be implemented through high-level exchanges, technical missions, work programmes and other means as may be agreed by the Parties.

4. Both Parties will agree to:
 - a. coordinate the content, topics, dates and other details of the technical missions, work programmes and other co-operation activities under this MOU through a Work Plan that is to be agreed upon by both Parties;
 - b. explore expanding this co-operation to include other types of intellectual property;
 - c. develop and agree upon the fee structure required under Article 3;
 - d. explore inviting other ASEAN Intellectual Property Offices to participate in the model of co-operation under this MOU; and
 - e. consider recognizing IPOS as a competent international searching and examining authority, after Cambodia becomes a member of the PCT.

5. All co-operation activities under this MOU will be subject to the availability of resources of each Party.

Article 4
Financial Resources

The implementation of the co-operation activities under this MOU by each Party (including the travel and accommodation expenses and daily allowances of its employees who are involved in such activities), will be subjected to (i) the availability of funds and budget priorities of each respective Party; and (ii) the mutual written agreement between both Parties.

Article 5
Status of Dedicated Officers

Any officer assigned by a Party to carry out the co-operation 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
Coordinator of Activities

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

2. 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 the officers of the other Party to visit the office of the first-mentioned Party, as appropriate.

Article 7
Amendment

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



Article 8
Legislation

This MOU and the co-operative 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 a periodical review, by means of which they will evaluate the co-operation under this MOU. The first review may occur before the end of the first year of this MOU entering into force.

Article 10
Duration and Termination

1. This MOU will enter into force on the date of its signature by both Parties and will last for five (5) years.
2. Either Party may terminate this MOU by giving at least thirty (30) days' prior written notice to the other Party.
3. Upon expiry or termination of this MOU, the Parties will consult each other and confirm in writing whether they will continue with those co-operation 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.

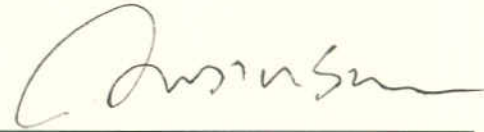
Article 12
Language

This MOU is issued in four originals of identical content, two in English and two in Khmer. In the case of any conflict or divergence of interpretation between the English and Khmer texts of this MOU, the English text will prevail.

Signed in Singapore, on 20 January 2015.

**For the Ministry of Industry &
Handicraft – MIH**

**For the Intellectual Property Office of
Singapore – IPOS**



H. E. Mr. Cham Prasadh
Senior Minister
Minister of Industry & Handicraft
(MIH)

Mr. Tan Yih San
Chief Executive
Intellectual Property Office of Singapore
(IPOS)