



REPUBLIK INDONESIA

MEMORANDUM OF UNDERSTANDING

between

THE DIRECTORATE GENERAL OF INTELLECTUAL PROPERTY (DGIP)

and

THE INTELLECTUAL PROPERTY OFFICE OF SINGAPORE (IPOS)

on Cooperation on Capacity Building
in the Field of Intellectual Property

The DIRECTORATE GENERAL OF INTELLECTUAL PROPERTY ("**DGIP**") and the INTELLECTUAL PROPERTY OFFICE OF SINGAPORE ("**IPOS**"):

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

RECOGNISING the need to promote, improve and strengthen Intellectual property systems in the respective countries;

DESIRING to further develop the co-operation arrangements between DGIP and IPOS (each 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 Indonesia and Singapore; and

TAKING into consideration the development dimension of Intellectual property in the respective countries;

HAVE REACHED THE FOLLOWING UNDERSTANDING:

Article 1
Objectives

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

Article 2
Background

DGIP, a unit echelon I under Ministry of Law and Human Rights, established in 1988, is the lead government agency that promotes intellectual property, and ensures legal certainty in the registration of IP. As the intellectual property

regulator and policy advisor, DGIP is committed to establishing effective and efficient IP system to support national development; providing protection, appreciation and recognition of the creativity; stimulating the growth of innovative and inventive work.

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. With this stated purpose, the Parties intend to collaborate in the following areas of cooperation:
 - a) Exchange of best practices in the following areas through study visits, seminars, on the job training (OJT) and staff secondments:
 - i. promotion of IP filings and reduction of application backlog;
 - ii. protection of Genetic Resources, Traditional Knowledge and Traditional Cultural Expressions (GRTKTCE);
 - iii. administration of copyright regimes, including the management of Copyright Management Organizations (CMOs);
 - iv. establishment of competency framework for the development of IP professionals and;
 - v. IP commercialization, valuation and technology transfer.

- b) Sharing of experiences in accession and administration of Madrid Protocol;
 - c) Quality management of administration and examination procedures;
 - d) IT administration, process flows, and database management and exchange;
 - e) IP training and workshops for members of the Parties' staff and general public;
 - f) Promotion of Arbitration and Alternative Dispute Resolution for IP disputes;
 - g) Promotion of exchanges between the Parties' IP academies;
 - h) Other issues of mutual concerns.
2. The co-operation activities under this MOU will be implemented through technical missions, work programmes, and other means as may be agreed by the Parties.
 3. Both Parties will coordinate the content, topics, dates and other details of the technical missions, work programmes, and other co-operation activities under this MOU through mutual discussions and direction to be agreed upon by both Parties.
 4. All co-operation activities under this MOU will be subject to the availability of resources of each Party.

Article 4
Financial Resources

The undertaking of 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 subject to (i) the availability of funds and the 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 co-ordinator 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 and International Agreements

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 other international agreement to which that Party is bound.

Article 9
Periodical Review

The Parties will determine a process for 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. Either Party may terminate this MOU by giving at least thirty (30) days' prior written notice to the other Party.
2. Upon 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. The continuation of such co-operation activities cannot be presumed or implied.

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 Indonesian. In the case of any conflict or divergence of interpretation between the English and Indonesian texts of this MOU, the English text will prevail.

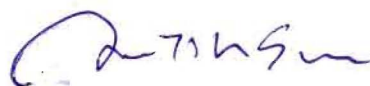
"IN WITNESS WHEREOF, the undersigned have signed this MOU."

"DONE in Geneva, Switzerland, on October 6, 2015"

Directorate General of Intellectual Property Office of
Property (DGIP) Singapore (IPOS)



Prof. Ahmad M. Ramli
Director General



Tan Yih San
Chief Executive