

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

**Done** in duplicate in Jakarta, on June 18, 2019 in the Indonesian, Chinese and English languages, all text being equally authentic. In case of any divergence in the interpretation of this MOU, the English text shall prevail.

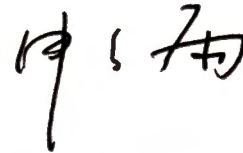
FOR  
THE MINISTRY OF LAW AND  
HUMAN RIGHTS OF  
THE REPUBLIC OF INDONESIA



Yasonna H. Laoly

Minister

FOR  
THE CHINA NATIONAL INTELLECTUAL  
PROPERTY ADMINISTRATION



Shen Changyu

Commisioner



**REPUBLIK INDONESIA**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE MINISTRY OF LAW AND HUMAN RIGHTS OF  
THE REPUBLIC OF INDONESIA  
AND  
THE CHINA NATIONAL INTELLECTUAL PROPERTY ADMINISTRATION  
ON  
COOPERATION IN THE FIELD OF INTELLECTUAL PROPERTY**

The Ministry of Law and Human Rights of the Republic of Indonesia and the China National Intellectual Property Administration (hereinafter collectively referred to as the Parties),

Recalling the Memorandum of Understanding on Cooperation in Intellectual Property Protection between the Ministry of Law and Human Rights of the Republic of Indonesia and the State Intellectual Property Office of the People's Republic of China signed in Beijing on April 9, 2013.

Realizing that the cooperation between the Republic of Indonesia and the People's Republic of China has entered into a new era filled with new opportunities for developments, which are reflected in the increase of cooperation in various areas;

Reaffirming the Parties mutual desire to respect intellectual property;

Recognizing the important role of international cooperation in promoting the development of science, technology and economy;



Acknowledging that the establishment of a mechanism on intellectual property cooperation between the Parties will serve as a firm base for the effective and practical intellectual property protection between the Republic of Indonesia and the People's Republic of China;

Have agreed as follows:

**Article 1**  
**OBJECTIVE**

The objective of this MOU shall be, as follows:

1. promoting intellectual property system development in both the Republic of Indonesia and the People's Republic of China;
2. enhancing and strengthening bilateral exchange and cooperation in the field of intellectual property, including but not limited to patent, industrial design, trademark and geographical indication; and
3. facilitating scientific, technological and socio-economic development of Indonesia and China.

**Article 2**  
**SCOPE OF COOPERATION**

The Parties, in accordance with respective prevailing laws and regulations, shall cooperate in the following areas:

1. Enhance dialogues to exchange views on the Parties' cooperation and developments in the field of intellectual property, national intellectual property strategy, formulation and implementation of intellectual property laws and policies of the two countries, and other intellectual property issues of mutual concern;

2. Strengthen best practice sharing and cooperation on examination and granting of intellectual property rights;
3. Promote collaboration between the Parties in human resources training and development;
4. Cooperation in the development of IP-related information technology;
5. Exchange mutually agreed intellectual property data and documentation, and cooperate in the development of documentation resources and patent information services to the public;
6. Cooperate in promotion efforts to raise intellectual property awareness among the public;
7. Exchange views on major issues related to the international intellectual property systems deliberated by the World Intellectual Property Organization and other international organizations and forums;
8. Other cooperation projects and activities as agreed by both Parties.

### **Article 3**

#### **GENETIC RESOURCES AND TRADITIONAL KNOWLEDGE**

In accordance with this MoU, the Parties recognize the need to protect genetic resources and traditional knowledge associated with genetic resources utilized in intellectual property system and agree to strengthen cooperation and exchange of information regarding national policy, legislative and administrative measures to enhance the transparency and efficacy of intellectual property.



**Article 4**  
**FINANCING**

1. With regard to exchange of experts or delegations, the visiting office will be responsible for covering international traveling expenses, accommodation and daily subsistence allowance; meanwhile the host office will be responsible for covering local transportation.
2. Based on available resources, the China National Intellectual Property Administration may cover the international traveling expenses and local expenses including accommodation and daily subsistence allowance in China for participants dispatched by the Ministry of Law and Human Rights of the Republic of Indonesia who are invited to take part in any training activities hosted in China by the China National Intellectual Property Administration
3. All the activities contemplated in this MOU will be subject to the availability of funds and implemented pursuant to the annual or biennial work plans to be formulated by the Parties hereunder.

**Article 5**  
**EXECUTING AGENCIES**

The executing agencies responsible for the implementation of this MOU are the Directorate General of Intellectual Property, the Ministry of Law and Human Rights of the Republic of Indonesia and the China National Intellectual Property Administration.

**Article 6**  
**CONFIDENTIALITY**

1. Each Party shall undertake to observe the confidentiality and secrecy of documents, information and any other data received from, or supplied to, the other Party during the period of the implementation of this MOU.

2. Both Parties agree that the provisions of this Article shall continue to be binding notwithstanding the termination of this MOU.
3. The provision of this Article shall not prejudice to the prevailing laws and regulations of the Parties.

**Article 7**  
**AMENDMENT**

At the request of any of the Parties, they shall enter into negotiations on amending this MOU. Any amendment of and addition to the MOU shall be valid only in means of a written agreement between the Parties. Such amendment shall be deemed as an integral part of this MOU.

**Article 8**  
**ENTRY INTO FORCE, DURATION AND TERMINATION**

This MOU shall enter into force on the date of signature and remain valid for a period of 5 years. Either Party may terminate this MOU at any time by giving at least sixty days advance written notification to the other Party prior to the termination.

Unless agreed otherwise by the Parties, the termination of this MOU shall not affect the implementation of ongoing projects or activities carried out under this MOU until the completion of such projects or activities.

**Article 9**  
**LIMITATION OF PERSONNEL ACTIVITIES**

Any persons engaged in activities related to this MOU shall respect political independence, sovereignty, and territorial integrity of the host country, and shall avoid any activities inconsistent with the purposes and objectives of this MOU.