

**MEMORANDUM OF UNDERSTANDING**

**ON**

**THE REGISTRATION OF PATENTS  
OF THE PEOPLE'S REPUBLIC OF CHINA  
IN THE KINGDOM OF CAMBODIA**

**BETWEEN**

**THE MINISTRY OF INDUSTRY & HANDICRAFT  
OF THE KINGDOM OF CAMBODIA**

**AND**

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

The Ministry of Industry & Handicraft of the Kingdom of Cambodia (hereinafter referred to as “the MIH”) and the State Intellectual Property Office of China (hereinafter referred to as “the SIPO”).

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

CONSIDERING the MoU 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) dated 21<sup>st</sup> September 2017;

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 SIPO (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 exchanges between Cambodia and China; and

TAKING into consideration the development dimension of industrial property;

Have reached the following understandings:

**1. Objectives**

The purpose of this Memorandum of Understanding is to finalize registration procedure of Chinese patent in Cambodia.

**2. Application**

MIH will develop application form and necessary documents for registration of Chinese patents in Cambodia. The registration application should be accompanied with the following documents:

- i. A registration request form;
- ii. A duplicate copy of patent register of the Chinese patent to be registered in Cambodia;
- iii. A certified copy of the specifications of the granted Chinese patent.

If the applicant is represented by an agent, the registration request form shall indicate and state the agent's name and address and shall be enclosed with Power of Attorney.

**3. Receiving and Preliminary Examination :**

- i. MIH shall provide receiving and preliminary examination to the registration application of Chinese patent.
- ii. The Chinese patent shall be valid during the period of request for registration. It shall have filing date after January 22, 2003 and shall follow relevant regulations on patent granting in Cambodia.
- iii. If application materials is required to be corrected, the applicant should file the correction in writing within two months.
- iv. The filing date of the request for registration of the Chinese patent in Cambodia shall be the same date as its filing date in China. The expiry date of the Chinese Patent in Cambodia shall be the same as the related-Chinese Patent in China.

**4. Registration**

- i. MIH agrees to provide registration for patent application from China that fulfills all the requirements of the preliminary examination. SIPO will facilitate the process of registration of the patent in China according to the request of MIH.
- ii. Chinese patent registered in Cambodia shall be treated the same as a patent granted under the Cambodia Law on Patents, Utility Models Certificates and Industrial Designs dated 22nd January 2003 and its subsequent amendment dated 22nd November 2017.
- iii. For the Chinese patent to be registered in Cambodia, registration fee and annual fee shall be paid. The annual fee shall be paid since the registration date of the Chinese patent in Cambodia, and should be payable based on its filing date in China.
- iv. The judgement of infringement of the Chinese patent registered in Cambodia should be executed according to Cambodia's domestic laws.
- v. Where a patent application is filed with MIH after it has been filed with SIPO, MIH should decide on said patent application according to the granting decision of SIPO.

#### **5. Post Registration procedures**

- i. Both Parties keep contact constantly on the amendment claim, invalidation and other changes of the registered patents under the post registration process.
- ii. In case of termination of rights in China due to untimely fee payment, the registered Chinese patent in Cambodia will not be influenced.
- iii. In case of invalidation of the Chinese patent as declared by statutory procedures, after receiving notice from SIPO on the invalidation status, MIH shall terminate the right of relevant registered Chinese patent in Cambodia upon the conclusion of the whole proceedings for the legal remedy.
- iv. In case of any changes to the granting text (description, claims and abstract) of the Chinese patent, SIPO shall inform MIH and MIH should make relevant adjustments accordingly.
- v. In case of legal dispute, the legal status of the registered Chinese patent in Cambodia should be the same as the final legal status of the relevant Chinese patent after the conclusion of the whole proceedings for the legal remedy. Legal disputes occurred in Cambodia in relation to the registered Chinese patent should be settled in accordance to the domestic laws and regulations in Cambodia.

#### **6. Launch of the Registration**

MIH shall issue a domestic declaration (Prakas) on the registration of Chinese patents in Cambodia. SIPO shall issue a notice to the public introducing the registration of Chinese patents in Cambodia.

#### **7. Amendment**

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

#### **8. Fees**

Working fees incurred during the implementation of this MoU should be borne by each party respectively.

#### **9. Legislation**

This MoU and the co-operative activities under this MoU will be subject to all 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.

## **10. 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.

## **11. Duration and Termination**

- i. This MoU will enter into force on the date of its signature by both Parties and will last for five (5) years.
- ii. Either Party may terminate this MoU by giving at least thirty (30) days' prior written notice to the other Party.
- iii. Upon expiry or termination of this MoU, the cooperation activities still in progress will not be influenced, the rights in protection of the Chinese patent registered in Cambodia will not be influenced. The Parties will consult with each other on the renewal of this MoU.

## **12. Consultation**

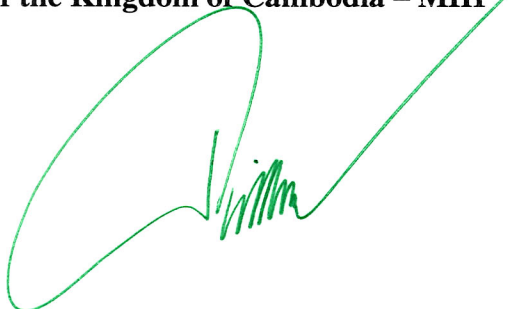
The Parties will consult with each other, where appropriate, on any issues that may arise in the course of implementing this MoU.

## **13. Language**

Done in duplicate at Phnom Penh on 29 March 2018 in the Khmer, Chinese and English languages; all texts being equally authentic.

For

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



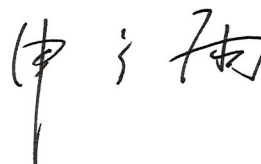
**H.E. Dr. Cham Prasidh**

Senior Minister

Minister of Industry & Handicraft

For

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



**Dr. Shen Changyu**

Commissioner

State Intellectual Property Office of China