



MEMORANDUM OF UNDERSTANDING ON BILATERAL COOPERATION BETWEEN THE EURASIAN PATENT OFFICE OF THE EURASIAN PATENT ORGANIZATION AND THE KOREAN INTELLECTUAL PROPERTY OFFICE

OF THE REPUBLIC OF KOREA

The Eurasian Patent Office of the Eurasian Patent Organization (EAPO) and The Korean Intellectual Property Office of the Republic of Korea (KIPO) (hereinafter singularly referred to as "the Side" and collectively as "the Sides");

CONSIDERING the importance of Intellectual Property ("IP") for the development of economy, promotion of innovation and exchange of technologies;

RECOGNISING the necessity to improve national and regional IP systems with a view to ensuring proper administration, protection and use of IP rights;

HOPING to enhance cooperation between the Sides to facilitate economic and technological exchanges between the EAPO member states and the Republic of Korea,

DESIRING to collaborate with each other to establish a mechanism for regular exchange of information and best practices, joint training, and other cooperative activities; and

TAKING into consideration the development potential of IP,

HAVE REACHED the following understanding:

Paragraph 1 Purpose

The purpose of this Memorandum of Understanding ("MOU") is to establish a wide-ranging and flexible mechanism for guiding and furthering cooperation between the Sides in the field of IP within the respective responsibilities.

The Sides will cooperate on development and enhancement of the IP systems within which the Sides operate.

Paragraph 2 Other Cooperation Activities

The cooperation will be co-ordinated as far as possible with other cooperation programmes of the Sides, including ones with the World Intellectual Property Organization.

Paragraph 3 Areas of Cooperation

The cooperation activities will principally cover the following areas:

- a) Exchange of information on IP-related legislation and any changes or improvements in it;
 - b) Cooperation on IP training programs;
- c) Cooperation in the field of automation, patent information processing and services to the public;
 - d) Organization of joint conferences and seminars;
 - e) Exchange of patent information;
 - f) Cooperation on patent search;
 - g) Cooperation on accelerated patent prosecution; and
- h) Other cooperative activities approved by the Sides by means of exchange of a letter of intent.

Paragraph 4 Implementation

The detailed activities in accordance with the above-mentioned areas of cooperation and implementation thereof will be carried out through corresponding work programmes or other documents.

Paragraph 5 Financial Resources

Unless agreed otherwise, each Side will pay its own expenses, particularly travel expenses and expenses for officials and experts staying in the office of the other Side.

Paragraph 6 Working Meetings

The Sides will host working meetings alternately in the Russian Federation and the Republic of Korea to discuss the development of cooperation. The Sides will additionally consent on periodicity and timing of the meetings. The results of the meetings are to be summed up in minutes.

Paragraph 7 Management of Consent

Each Side will appoint a coordinator whose role will be to manage and implement this MOU and to follow the cooperation activities arising from the work programmes or other documents.

Paragraph 8 Best Efforts

The Sides are committed to providing their best efforts to ensure the successful implementation of the MOU.

Paragraph 9 Settlement of Disputes

Any disputes which may arise in connection with the interpretation or enforcement of this MOU will be settled by mutual consent between the Sides.

Paragraph 10 Final Clauses

This MOU will enter into force as of the day following the date of its signature with a duration of five years, renewable for further periods upon mutual consent.

This MOU may be amended upon mutual consent between the Sides, and such amendments are to be formalized by means of exchange of letters that specify the date of entry into force.

Either Side may terminate this MOU at any time by giving at least thirty calendar days' written notice to the other Side.

The early termination of this MOU will not affect the completion of any cooperation approved under the adopted work programmes or other documents, unless otherwise mutually approved by the Sides.

Signed in Geneva on September 25, 2018, in two originals in the Russian, Korean and English languages, all texts being equally authentic.

For the Eurasian Patent Office of the Eurasian Patent Organization

For the Korean Intellectual
Property Office of the Republic
of Korea

SAULE TLEVLESSOVA President

KIM TAE MAN Acting Commissioner

Trecef-