

海峽兩岸智慧財產權保護合作協議
Cross-Strait Agreement on Intellectual Property Right
Protection and Cooperation

*This translated version is for reference only; it has not been endorsed by either party.

To protect the rights of the people on both sides of the Taiwan Strait, and to foster cross-Strait economical, technological, and cultural development, the Straits Exchange Foundation and the Association for Relations Across the Taiwan Straits have, under consultation on the basis of equality, reached the following agreements on the protection and cooperation of cross-Strait intellectual property right:

1. Purpose

Both parties agree to, under the principle of equality and reciprocal favorable treatment, strengthen the exchange and cooperation of patent, trademark, copyright, plant variety rights (hereinafter 'variety rights') and other related intellectual property rights protection on both sides of the Strait, resolve related issues under consultation, and enhance the innovation, application, management and protection of cross-Strait intellectual property right.

2. Priority Rights

Both parties agree to, in accordance with its respective laws and regulations, confirm the validity of the other party's first filing date for patent, trademark, and variety rights, and to assertively facilitate appropriate arrangement, so as to protect the priority rights of the people on both sides of the Strait.

3. Protection of Plant Varieties

Both parties agree to accept, within its published list of protected plant varieties, the application of variety rights from the other party and to carry out consultation on expanding the scope of eligible plant varieties for application.

4. Cooperation on Examination

Both parties agree to promote the cooperation to mutually use patent search and examination results and to promote the cooperation and consultation on variety right examination and testing.

5. Cooperation of Industries

Both parties agree to foster cooperation among patent and trademark related business of both sides so as to provide effective, convenient, and prompt services.

6. Authentication Services

Both parties agree to foster cross-Strait copyright trade and to establish a cooperation mechanism for copyright authentication, such that when audio-visual reproduction is to be published within the other party's territory, the copyright authentication can be processed by a related association or organization designated by the original party. Both parties also agree to exchange views on authentication mechanism for other works such as printed books and software.

7. Implementation Mechanism for Collaboration, Coordination, Disposition and Consultation

Both parties agree to establish an implementation mechanism for collaboration, coordination, disposition and consultation and to handle the following intellectual property protection in accordance with its respective laws and regulations:

- a. To combat piracy and counterfeits, especially to investigate and dispose websites that provide or assist to provide pirated books, audio-visual works, and computer software, as well as pirated and counterfeit goods that are circulated on the market;
- b. To protect well-known trademarks, GIs or well-known places of origin, and to jointly prevent squatting thereof as well as to secure the rights of right holders to cancel registration of well-known trademarks, GIs or well-known places of origin that has been squatted;
- c. To strengthen market monitoring and inspection

mechanisms for falsified indications of origin of fruits and other agricultural products;

- d. Other matters of intellectual property right protection.

In implementing the aforementioned protection matters, both parties can mutually provide necessary information and report on the results of the implementation.

8. Exchanges in IPR Affairs

Both parties agree to carry out exchanges and cooperation in the following matters:

- a. Facilitate meetings between staffs and officials of competent authorities, visits and study tours, exchanges of experience and technology, hosting of conferences, workshops and seminars, and developing related trainings;
- b. Exchange policies, measures, laws, regulations, database, and other related information;
- c. Promote the electronic exchange of related documents;
- d. Foster the exchange and cooperation of copyright management organizations;
- e. Strengthen awareness for related businesses, agents, and the general public;
- f. Other cooperation agreed by both parties.

9. Planning of Working Group

Both parties agree to set up working groups for patent, trademark, copyright, and variety rights to be responsible for the concrete planning and proposal of the working groups.

10. Obligation to Confidentiality

Both parties agree to keep confidential of the information obtained during the implementation of the activities carried out under this Agreement; this shall not apply to the use of such information for the purpose requested.

11. Restriction of Use

Both parties agree to use the information provided by the opposite party only for the purpose requested; this shall not apply if both parties have other agreement in place.

12. Format of Document

Both parties agree to use agreed format of documents for the exchange, report, request for information and regular communication.

13. Main Contact Body

The contact person responsible for communicating the implementation of matters agreed upon in this Agreement shall be designated by the respective competent authority of each party. When necessary, other authority may be designated for communication upon agreement by both parties.

Communication on other related matters of this Agreement shall be carried out between the Straits Exchange Foundation and the Association for Relations Across the Taiwan Straits.

14. Implementation and Changes to the Agreement

Both parties shall abide by the terms under this Agreement.

Changes made to this Agreement shall be agreed upon by both parties and confirmed in written format.

15. Dispute Settlement

Disputes arising from the applicability of this Agreement shall be consulted between both parties and settled in a timely manner.

16. Other Matters

Other matters not covered by this Agreement shall be discussed upon by both parties in other appropriate time and manner.

17. Effective Date of Agreement

Upon the signing of this Agreement, both parties shall complete its respective necessary procedures and notify the other party by written mail. This Agreement shall take effect the day following when both parties have received the notification letter from the opposite party.

This Agreement is signed on June 29, in four copies, with each party holding two copies.

Chairman Chiang Pin-Kung
Straits Exchange Foundation

Chairman Chen Yunlin
Association for Relations
Across the Taiwan Straits