

臺灣智慧財產局與捷克工業財產局間合作瞭解備忘錄（中譯本）

臺灣智慧財產局局長王美花女士依據 2007 年 11 月 28 日經濟部經人字第 09603523230 號任命令代表臺灣智慧財產局（以下簡稱 TIPO），與捷克工業財產局局長 Josef Kratochvil 先生依據規範捷克工業財產局且第 1 條授權其局長代表該局之 1992 年 12 月 20 日第 14 號/1993 關於工業財產權保護措施條例代表捷克工業財產局（以下簡稱 IPO CZ）。

考量依據 1998 年 11 月 4 日頒布，2002 年 7 月 7 日修正之智慧財產局組織條例賦予 TIPO 保護與推廣工業財產之任務，

考量依據 1992 年 12 月 20 日第 14 號條例第 1 條及第 2 條賦予 IPO CZ 保護與推廣工業財產之任務，

考量 TIPO 與 IPO CZ 透過與其他國家主管機關協議推廣工業財產之目標，

考量 TIPO 與 IPO CZ 彼此在文書、資訊以及對任一方可能有利或有益之事務等方面之技巧及經驗交流。

TIPO 與 IPO CZ (以下簡稱「雙方」) 爰議定如下：

第一條：目標

本瞭解備忘錄目標如下：

1. 促進雙方間相關文書交流。
2. 促進雙方間經驗交流。
3. 就雙方互利之工業財產相關事宜進行合作。

第二條：文書及經驗交流

除機密文書外，雙方應定期交換出版品，並儘可能為英文出版品。

雙方就其相關活動應進行對等的經驗交流。

雙方所交換的出版品清單及交換方式應由雙方合意定之。

第三條：相互邀請

雙方應通知彼此與工業財產有關的會議、圓桌論壇、大會、研討會及專題討論會等會議資訊。如果此類會議對雙方皆有益，一方應邀請他方參加。

第四條：技術協助

一方可對於其有特定利益的問題，向他方請求技術協助。

各項協助之形式及模式由雙方合意定之。

第五條：費用

各項承諾由各方在其正常預算下支應。

各方應自行負擔其代表赴他方之旅行費用（機票、住宿及日支費）。

第六條：生效及終止

本瞭解備忘錄自簽署之日起生效，效期三年。並可經雙方後續評估後，延長相同效期。

任一方得於一年前以書面通知他方終止本瞭解備忘錄。

為此，雙方代表各經其政府充分授權，爰於本瞭解備忘錄簽字，以昭信守。

本瞭解備忘錄 2010 年 9 月 13 日於布拉格以英文簽署二份。

臺灣智慧財產局代表

捷克工業財產局代表

局長 王美花女士

局長 Josef Kratochvil 先生

MEMORANDUM OF UNDERSTANDING REGARDING COOPERATION

BETWEEN

TAIWAN INTELLECTUAL PROPERTY OFFICE

AND

INDUSTRIAL PROPERTY OFFICE OF THE CZECH REPUBLIC

Ms. Wang Mei-Hua, Director General of the Taiwan Intellectual Property Office, hereinafter referred to as the TIPO, as representative of the same pursuant to her appointment as Director General of the Taiwan Intellectual Property Office by decree Jing-ren N^o 09603523230 of the Ministry of Economy Affairs of November 28, 2007

and,

Mr. Josef Kratochvil, President of the Industrial Property Office of the Czech Republic, hereinafter referred to as the IPO CZ, as representative of the same and in accordance with Act No.14/1993 of December 20, 1992 on Measures concerning the Protection of Industrial Property that regulates the IPO CZ and in whose Article 1, the representative authority is entrusted to its President

Considering the mission of the protection and promotion of intellectual property, entrusted to TIPO in accordance with Article 2, of the IPO Organization Act promulgated on November 4, 1998 and amended on July 7, 2002,

Considering the mission of the protection and promotion of industrial property, entrusted to the IPO CZ in accordance with Article 1 and Article 2 of the Act No. 14 of December 20, 1992 that regulates the same

Considering that TIPO's as well as the IPO CZ's objectives include the promotion of industrial property by means of agreements with counterpart bodies.

Considering an exchange of the skills and experiences acquired by TIPO and IPO CZ with regard to documentation and information or any other issue that could be of interest or use to either institution,

TIPO and IPO CZ (hereinafter referred to as "the Parties") have hereby agreed as following:

FIRST: Objectives.

This Memorandum of Understanding has the following objectives:

- a) To promote the exchange of relevant documents between the Parties

- b) To promote the exchange of experiences between the Parties.
- c) To co-operate on those matters relating to industrial property that may be of mutual interest.

SECOND: Exchange of documentation and of experiences.

With the exception to confidential documents, the Parties shall exchange published documents on a regular basis; the publication to be exchanged should be in English when possible.

The Parties shall equally organise the exchange of experiences on their related activities.

The list of relevant documents, which should be exchanged and the practical forms of these exchanges shall be determined by mutual agreement.

THIRD: Reciprocal invitations.

The Parties shall, inform each other of meetings, round-table discussions, as well as conferences, seminars and workshops relating to industrial property. Each Party shall invite the other to participate when such events may be of interest for them.

FOURTH: Technical assistance.

Each Party shall be able to request technical assistance from the other, with respect to questions that represent a specific interest to them.

The form and modalities of such assistance shall be defined by mutual agreement between the Parties

FIFTH: Costs.

The commitments shall be assumed within the ordinary budgetary arrangements of each Party.

Either Party shall bear the travel costs of its representatives to the other Party's country (plane tickets, accommodation, daily allowances).

SIXTH: Entry into force and Termination

This Memorandum of Understanding shall come into force upon signature, and remain valid for a period of 3 years. This Memorandum of Understanding may be extended for equal period following assessment by the Parties.


Either Party may terminate this Memorandum of Understanding by giving a one-year prior written -
notice to the other Party.

In Witness Whereof, the Undersigned, being duly authorized by their respective governments, have
signed this Memorandum of Understanding

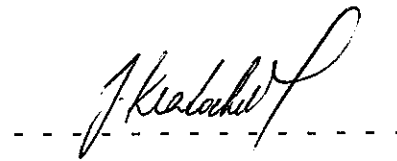
Done in Prague on Sept 13, 2010 in duplicate in the English language.

FOR THE TAIWAN INTELLECTUAL
PROPERTY OFFICE

FOR THE CZECH INDUSTRIAL
PROPERTY OFFICE



Wang, Mei-Hua
Director General



Josef Kratochvil
President