

**MEMORANDUM OF UNDERSTANDING**

**ON COOPERATION**

**IN THE FIELDS OF COPYRIGHT AND RELATED RIGHTS**

**BETWEEN**

**THE KOREA COPYRIGHT OFFICE**

**AND**

**THE COPYRIGHT OFFICE OF VIETNAM**

The Copyright Office of the Ministry of Culture, Sports and Tourism of the Republic of Korea and The Copyright Office of the Ministry of Culture, Sports and Tourism of the Socialist Republic of Viet Nam  
(hereinafter referred to as "the Parties");

Being aware of the spirit of friendship and understanding existing between the Republic of Korea and the Socialist Republic of Viet Nam;

Recognizing that copyright and related rights have an important role in supporting the development of literature, art and overall culture and economy;

Desiring to foster closer cooperation in the fields of copyright and related rights in order to provide a firm basis for cultural and economic growth and prosperity between two countries;

Recognizing a need to broaden the scope of cooperation in the protection of copyright and related rights,

Have reached the following understandings:

## **Article 1**

### **Purpose**

The purpose of this Memorandum of Understanding (hereinafter referred to as "MOU") is to establish a collaborative relation between the Parties in the fields of copyright and related rights, to encourage mutual cooperation in order to protect the rights of authors and the neighboring rights, and to promote fair use of works and to endeavor to improve and develop the culture and creative industries between the two countries.

## **Article 2**

### **Information Exchange**

The Parties shall enhance to exchange information and documentation regarding law and technology in the fields of copyright and related rights of both Parties and amicably accept, except under special circumstances, the request for sharing information by the other Party.

## **Article 3**

### **Personnel Exchange**

1. The Parties shall endeavor to encourage the mutual visit and training of officials and specialists in the fields of copyright and related rights to develop human resources.

2. The Parties shall facilitate joint study and experience sharing through exchange of study visit to the other country.

## **Article 4**

## **International Cooperation**

The Parties shall encourage mutual cooperation and collaboration in projects and conferences of international organizations such as WTO, WIPO etc. to promote common interests of the two countries.

## **Article 5**

### **Improvement of Interchange among Collective Management Organizations**

The Parties shall facilitate exchange and collaboration among the collective management organizations of the two countries in the fields of copyright and related rights.

## **Article 6**

### **Consultation Meeting**

1. The Parties shall hold occasional consultation meetings (hereinafter referred to as "consultation") to discuss copyright and related rights legislation, enforcement of copyright, and related rights protection, fair use, exchanging information and human resources in the fields of copyright and related rights.

2. Unless otherwise agreed upon, the consultation shall be held alternately in both countries (all expenses, except round airfare covered by the host Party).

3. Relevant matters holding the consultation shall be settled by consultation between the Parties.

## **Article 7**

### **Limitation**

Nothing in the present MOU will prejudice to the laws and the rights of each Party, and create any effects on implementing commitments in existing international treaties on copyright and related rights signed by the Parties.

## **Article 8**

### **Implementation**

1. The present MOU shall enter into force on the date of signing.

2. The present MOU shall remain in force for a period of three years and shall be automatically renewed for the same periods, unless either Party notifies the other party in written form of its intention to terminate the present MOU at least six month prior to the expire date.

## **Article 9**

### **Interpretation**

Any dispute concerning the interpretation and application of the present MOU shall be settled through consultation with each other.

IN WITNESS WHEREOF, this Memorandum of Understanding has been signed in Ha Noi on ..... December 2012, in duplicate in six (06) texts, 02 in Korean language, 02 in Vietnamese language and 02 in English language, all texts being equally authentic. In case of any divergence of interpretation, the English text shall prevail.

**For The Copyright Office**

**of the Ministry of Culture, Sports**

**and Tourism of Korea**

**Lim Won Sun**

**Director General**

**For the Copyright Office**

**of the Ministry of Culture, Sports and Tourism of Viet Nam**

**Vu Ngoc Hoan**

**Acting Director General**