



INTERPOL



**中国外商投资企业协会
优质品牌保护委员会**
QUALITY BRANDS PROTECTION COMMITTEE OF CAEPI

MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE GENERAL SECRETARIAT OF THE INTERNATIONAL CRIMINAL
POLICE ORGANIZATION – INTERPOL**

AND

**QUALITY BRANDS PROTECTION COMMITTEE
CHINA ASSOCIATION OF ENTERPRISES WITH FOREIGN
INVESTMENT**

This Memorandum of Understanding (hereinafter referred to as the “**MOU**”) entered into

Between:

The General Secretariat of the International Criminal Police Organization – INTERPOL (hereinafter referred to as “ICPO-INTERPOL”) an intergovernmental organization whose aims are to ensure and promote the widest possible mutual assistance between all criminal police authorities within the limits of the laws existing in the different countries, and in the spirit of the Universal Declaration of Human Rights,

And

Quality Brands Protection Committee China Association of Enterprises with Foreign Investment (hereinafter referred to as “QBPC”), being a committee comprised of members of the China Association of Enterprises with Foreign Investment, a duly registered organization with the Ministry of Civil Affairs and the Ministry of Commerce of the People’s Republic of China

Hereinafter referred to individually as the “**Party**” and collectively as the “**Parties**”.

PREAMBLE:

WHEREAS, the Parties intend to cooperate on the protection of Intellectual Property Rights, combating of violations including counterfeiting and trademark infringement and complying with International Intellectual Property agreements and applicable national laws and regulations.

THEREFORE, in consideration of the mutual promises contained herein, the Parties mutually agree as follows:

Article 1
OBJECTIVE

- 1.1. The purpose of this MOU is to establish a strategic alliance and to set forth a framework of cooperation between ICPO–INTERPOL, including its current and future members, and QBPC, including its current and future members, to protect the Intellectual Property Rights (IPRs) of these members and combat violation and counterfeits in accordance with the relevant International Agreements and valid applicable laws and regulations.
- 1.2. Within this framework of cooperation, the Parties, ICPO–INTERPOL and QBPC will respect the applicable legal framework with respect to the processing of information including the rules pertaining to confidentiality of information provided by either party to this cooperation agreement, subject always to any overriding legal obligations affecting either party.
- 1.3. The signing of this MOU is not intended to create binding legal obligation on either party. Neither party will be required to provide information to the other in the course of this cooperation where to do so would place that party in breach of any law or legal obligation.

Article 2
AREAS OF COOPERATION

- 2.1. To name and communicate the name/s, telephone and facsimile number/s and the e-mail address/es of the person/s appointed as contact person/s to achieve the targets of this MOU.

2.2. ICPO–INTERPOL and QBPC intend to communicate and cooperate regarding the protection of IPRs, support creation and invention, seek the implementation of international agreements and national laws with regard to IPRs and its protection, shed light on the negative impact of any violation of these rights including any counterfeiting activities, and more focus on joint actions and campaigns to further develop partnership based on outcomes and deliverables.

2.3. ICPO–INTERPOL and QBPC wish to extend all reasonable assistance to one another and will strive to to extend the necessary help in the field of anti-counterfeiting. Activities will possibly include, but are not limited to regular presentation and exchange of expertise and experiences as well as the sharing of strategic and technical information regarding perpetrators, shipments, outside quality legal/investigative resources, contact information of the IP enforcement authorities/officers, in accordance with their respective countries rules and regulations and law governing the processing and sharing of information. Nothing in this MoU shall be construed as to providing a legal basis for the exchange of personal data, in particular data relating to an identified or identifiable person.

2.4. ICPO–INTERPOL and QBPC wish to cooperate and exchange expertise, human resources, opinions and comments with regard to participating and/or submitting, supporting, organizing seminar(s) / workshop(s) / conference(s), and/or any activity related to the protection of IPRs in their respective countries.

2.5. The Parties intend to share the content of this instrument with their respective members. In case any of the members of the Parties will face counterfeiting issues and/or any violation of IPRs during the term of this MOU, both Parties – on a voluntary basis – will be kindly requested to inform the affected member immediately.

Article 3
MEMBERSHIP

Members of ICPO-INTERPOL and QBPC shall remain members of their respective organizations and this MOU will neither grant nor confer to any of the Parties automatic membership to the other party's organization.

Article 4
TERM

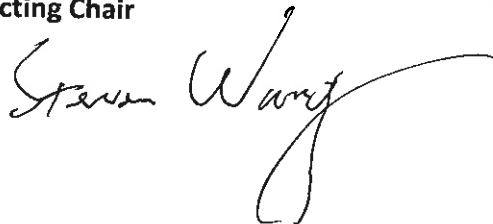
This MOU will continue to be in full force and effect until either party gives the other a written notice of its wish to discontinue or amend such cooperation.

**On behalf of The International
Criminal Police Organization –
INTERPOL**

**On behalf of Quality Brands
Protection Committee China
Association of Enterprises with
Foreign Investment (QBPC)**

**Michael Ellis
Assistant Director**

**Steven Wang
Acting Chair**



Place: Beijing China

Place: Beijing China

Date: 14 / 5 / 2014

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