

法規名稱：MEMORANDUM OF UNDERSTANDING BETWEEN THE TAIPEI ECONOMIC AND CULTURAL OFFICE IN PERU AND THE NATIONAL INSTITUTE FOR THE DEFENSE OF COMPETITION AND PROTECTION OF INTELLECTUAL PROPERTY OF PERU (FOR COOPERATION ON PUBLIC KEY INFRASTRUCTURE)

簽訂日期：民國 104 年 01 月 14 日

生效日期：民國 104 年 01 月 14 日

This Memorandum of Understanding (MOU), effective as of the date of signature, is undertaken by the Taipei Economic and Cultural Office in Peru (hereinafter referred to as “TECO in Peru”) and the National Institute for the Defense of Competition and Protection of Intellectual Property (hereinafter referred to as “INDECOPI”), hereinafter referred to as “the Parties”. The objective of this Memorandum of Understanding (MOU) is to encourage and promote cooperation in the fields of technological development, especially on Public Key Infrastructure (PKI).

The Taipei Economic and Cultural Office in Peru was established in 1990 to promote trade, technical cooperation, and cultural activities between Taiwan and Peru, and is located at Avenida Las Palmeras No. 301, Urb. Camacho, La Molina, Lima.

The INDECOPI’s authority to subscribe to this MOU is conferred in Legislative Decree 1033 and Law No 30224, Fifth Final Complementary Disposition, which indicates that the National Institute for the Defense of Competition and Protection of Intellectual Property (INDECOPI) corresponds to the management of Official Electronic Signature Infrastructure, and Article 7, Paragraph 7.3, Subparagraph e) of Legislative Decree No. 1033, which provides that the Chairman of the INDECOPI Board, is responsible for signing cooperation agreements with national or foreign entities. INDECOPI has its head office at Avenida La Prosa 104, San Borja, Lima.

The Parties have agreed as follows:

Article 1. Scope of Collaboration

- 1.1 Expanding collaboration on PKI technology and e-transactions, including joint projects, technology transfer, and training;
- 1.2 Creating opportunities for exchanges of personnel and information on policies, business applications, and legal and technical issues;
- 1.3 Providing opportunities for PKI interoperability testing.
- 1.4 Providing technical opinions about the technical and management procedures of both parties' digital certification entities and related companies.
- 1.5 Providing a detailed description of the PKI of each Party, highlighting salient problems and possible solutions.
- 1.6 Defining the appropriate tools which the competent authority may use in drawing up evaluation and management plans.

Article 2. Financial Contribution

The form and cost for individual activities of collaboration under this MOU shall be agreed upon by both Parties.

Expenses incurred in connection with the cooperative activities undertaken in line with this MOU will be covered in accordance with terms mutually agreed upon by the Parties, and subject to Parties' budget constraints.

Article 3. Intellectual Property Rights

Ownership of intellectual property right arising out of or pursuant to any activities under this MOU shall be determined on a case-by-case basis.

Article 4. Regular Review

The Parties agree to regularly review the progress of cooperation under this MOU. Meetings will be convened as required and at a venue and time agreed to by the Parties.

Article 5. Final Provisions

5.1 This MOU shall come into effect on the date of signature by the Parties and will continue for a period of one (1) year unless terminated by either Party with three (3) months' advance written notice to the other Party.

5.2 This MOU may be extended for a further period by agreement between the Parties.

5.3 The Parties may amend and supplement this MOU at any time by mutual written consent.

Done in duplicate in Lima on January 14th, 2015, in the Chinese, Spanish, and English languages, all texts being equally authentic. In the event of any discrepancy in the interpretation of this MOU, the English text shall prevail.

For the Taipei Economic and
Cultural Office in Peru

For the National Institute for the
Defense of Competition and
Protection of Intellectual
Property of Peru

JAIME C. M. Wu
Representative

HEBERT TASSANO VELAOCHAGA
Chairman of the Board of Directors