MEMORANDUM OF UNDERSTANDING BETWEEN THE ASSOCIATION OF SOUTHEAST ASIAN NATIONS AND THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA ON COOPERATION IN INFORMATION AND COMMUNICATIONS TECHNOLOGY

The Association of Southeast Asian Nations ("ASEAN") in this matter represented by the Governments of Brunei Darussalam, the Kingdom of Cambodia, the Republic of Indonesia, the Lao People's Democratic Republic, Malaysia, the Republic of the Union of Myanmar, the Republic of the Philippines, the Republic of Singapore, the Kingdom of Thailand, and the Socialist Republic of Viet Nam (collectively referred to as "ASEAN Member States", or individually as "ASEAN Member State") as one "Participant", and the Government of the People's Republic of China as the other "Participant" (collectively referred to as "the Participants");

ACKNOWLEDGING the Memorandum of Understanding between ASEAN and China on Cooperation in Information and Communications Technology ("ICT") signed on 8 October 2003 in Bali, Indonesia where the Parties committed to enhance cooperation and exchanges in ICT, and the desire to continue cooperation from here;



NOTING ICT as one of the eleven priority areas of cooperation reaffirmed between ASEAN and China at the 15th ASEAN-China Summit on 19 November 2012 in Phnom Penh, Cambodia;

RECALLING China's initiative to enhance ICT cooperation and to facilitate the fulfillment of the e-ASEAN Initiative;

MINDFUL of the e-ASEAN Framework Agreement signed by the ASEAN Heads of Governments/States in Singapore, on 24 November 2000; the Manila Declaration 2002 signed in Manila at the ASEAN Telecommunications and IT Ministers Meeting ("TELMIN") on 28 August 2002; the ASEAN ICT Masterplan 2015 adopted by the Tenth TELMIN in Kuala Lumpur on 14 January 2011; and the new Action Plan for Deepening the ASEAN-China Partnership for Common Development in the ICT Field (2012-2016) adopted at the 7th TELMIN+China held in Cebu, the Philippines, on 16 November 2012;

REALISING the vast potential for cooperation between the Participants in the ICT sector;

RECOGNISING the benefits of cooperation based on equity and friendship and the mutual benefit of the Participants;

DESIRING to further promote the close and friendly ICT relations between the Participants;

IN THE SPIRIT of building a solid foundation for medium and long-term partnership in the ICT sector;

HAVE REACHED the following understanding:

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Paragraph I
Objective

The Participants, subject to the terms of this Memorandum of Understanding and the laws, rules, regulations and national policies in force in each country, agree to enhance and further promote cooperation in the field of ICT.

Paragraph II
Areas of Cooperation

1. The Participants have identified the following fields of common interest for medium and long-term cooperation:

a. Human Resource Development

China will continue its efforts to provide training on ICT management for personnel of the ASEAN Member States, so as to promote technology exchange, experience sharing, and capacity building among experts of the Participants.

b. Information Infrastructure Development and Interconnection

The Participants will actively facilitate secure broadband connectivity between ASEAN Member States and China and will promote the cooperation on secure interconnection of services and applications to provide user friendly and quality ICT services to the communities of the Participants.

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c. ICT Technological Innovation

The Participants will increase cooperation in new technologies and services through joint research, best practice, and experience-sharing to facilitate jointly the growth of emerging ICT services, contents, and applications in their respective markets.

d. ICT Application

The Participants will encourage their public and private sectors to apply ICT to upgrade traditional industries, improve public services, promote universal service and facilitate economic transition and social development.

e. Exchange of Information

The Participants will cooperate to make available information and best practices on ICT-related laws, policies, regulations, standards and applications through meetings, seminars, trainings, and websites.

f. Emergency Communications

The Participants will strengthen their cooperation in the field of emergency communications to improve the usage and efficiency of ICT in disaster response and management as well as experience and practical cases sharing.

g. Information Security and Data Protection

The Participants will strengthen collaboration in the sharing of experience in policies,

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management, and technology in relation to information security and data protection.

h. Other Fields of Cooperation in ICT

The Participants will cooperate in other fields of ICT as jointly decided.

2. In respect of any area of cooperation as stated in subparagraph 1 above, the Participants may enter into a legally binding agreement or agreements subject to terms and conditions as necessary and mutually agreed upon by the Participants.

Paragraph III
Designated Authority

The Participants decide to designate the Ministry of Industry and Information Technology of China and ASEAN Ministries or agencies responsible for ICT with the support of the ASEAN Secretariat as their respective contact agencies responsible for coordinating the identification, implementation, and supervision of ICT cooperation projects under this Memorandum of Understanding.

Paragraph IV
Financial Arrangements

The financial arrangements to cover expenses for the cooperative activities undertaken within the framework of this Memorandum of Understanding will be mutually agreed upon by the respective Participants on a case-by-case basis subject to the availability of funds.

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Paragraph V
Effect of the Memorandum of Understanding

This Memorandum of Understanding serves only as a record of the Participants' intentions and does not constitute or create, and is not intended to constitute or create, obligations under domestic or international law and will not give rise to any legal process and will not be deemed to constitute or create any legally binding or enforceable obligations, express or implied.

Paragraph VI
Protection of Intellectual Property Rights

The protection of intellectual property rights within the jurisdiction of the ASEAN Member States and China will be enforced in conformity with its domestic laws, regulations, and administrative policies of ASEAN Member States and China, and also with the international agreements to which both the individual ASEAN Member State concerned and China are parties to.

The usage of a Participant's name, logo or official emblem on any publication, document or paper is prohibited without its prior written approval.

Notwithstanding anything contained in this Paragraph, a Participant will own the intellectual property rights in respect of any technology, products, and services development which were solely and separately developed by the Participant.

Paragraph VII
Confidentiality

A Participant will not disclose or distribute to any third party, other than the ASEAN Member States, any confidential information, document, data received from

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or supplied to the other Participant in the course of the implementation of this Memorandum of Understanding except to the extent as authorised in writing to do so by the Participant giving or supplying the information, document or data, as the case may be.

In the event of termination of this Memorandum of Understanding, the Participants decide that the provisions of this Paragraph will continue to apply.

Paragraph VIII
Revision, Amendment and Modification

1. The Participants may revise, amend or modify all or part of this Memorandum of Understanding by mutual consent in writing.

2. Any revision, amendment or modification agreed to by the Participants shall be in writing and form part of this Memorandum of Understanding.

3. Such revision, amendment or modification will come into effect on such date as determined by the Participants and will not have retroactive effect.

4. Any revision, amendment or modification shall be done without prejudice to the benefits and commitments arising from or based on this Memorandum of Understanding prior or up to the date of such revision, amendment or modification.

Paragraph IX
Suspension

Each Participant reserves the right, for reasons of national security, public order or public health, to suspend temporarily, either in whole or in part, the implementation of this Memorandum of Understanding, of which suspension will be effective

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on the date of written notification to the other Participant through diplomatic channels.

Paragraph X
Settlement of Dispute

In the event of any dispute or difference arising out of the interpretation or implementation or application of the provisions of this Memorandum of Understanding, the Participants will settle it amicably through consultation or negotiation through diplomatic channels without reference to any third party or any international tribunal.

Paragraph XI
Entry Into Effect, Duration, and Termination

1. This Memorandum of Understanding will come into effect on the date of its signing and will continue in effect for a period of five (5) years unless either Participant notifies the other Participant in writing of its intention to terminate this Memorandum of Understanding. Thereafter, this Memorandum of Understanding may be extended for additional periods subject to agreement of the Participants, such agreement to be evidenced by way of exchange of letters.

2. This Memorandum of Understanding may be terminated by either Participant, six months after a written notice to the other Participant of the intention to terminate this Memorandum of Understanding has been received. The termination of this Memorandum of Understanding will not affect the implementation of activities or programmes that were decided upon prior to the date of the termination of this Memorandum of Understanding.

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3. For ASEAN, this Memorandum of Understanding will be deposited with the Secretary-General of ASEAN who will promptly circulate certified copies thereof to the ASEAN Member States.

IN WITNESS WHEREOF the undersigned, duly authorised thereto by the respective governments of the ASEAN Member States and the People's Republic of China, have signed this Memorandum of Understanding.

Done at Singapore on this 15th Day of November in the Year of Two Thousand and Thirteen, in two original copies in the English language.

For the Government of Brunei Darussalam

H.E. PEHIN DATO ABDULLAH BAKAR
Minister of Communications

For the Government of the People's Republic of China

H.E. MIAO WEI
Minister of Industry and Information Technology

For the Government of the Kingdom of Cambodia

H.E. PRAK SOKHONN
Minister of Posts and Telecommunications

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For the Government of the
Republic of Indonesia

H.E. TIFATUL SEMBIRING
Minister of Communication and
Information Technology

For the Government of Lao
People's Democratic Republic

H.E. HIEM PHOMMACHANH
Minister of Posts and
Telecommunications

For the Government of Malaysia

H.E. AHMAD SHABERY CHEEK
Minister of Communications and
Multimedia

For the Government of the
Republic of the Union of Myanmar

15.11.2013

H.E. U MYAT HEIN
Union Minister of Communications
and Information Technology

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SECRETARIAT

For the Government of the
Republic of the Philippines

H.E. MARIO G. MONTEJO
Secretary of the Department of
Science and Technology

For the Government of the
Republic of Singapore

H.E. DR. YAACOB IBRAHIM
Minister for Communications and
Information

For the Government of the
Kingdom of Thailand

H. E. GROUP CAPTAIN ANUDITH NAKORNTHAP
Minister of Information and
Communication Technology

For the Government of the Socialist
Republic of Viet Nam

H.E. LE NAM THANG
Deputy Minister
of Information and
Communications

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