

Guide for Partnering and Matchmaking Events in South-East Asia



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1. Introduction

Partnering with companies operating in the same sector and offering complementary, or even competing, products or services might be a winning strategy for Small and Medium Size Enterprises (SMEs) doing business in South-East Asia. Reliance on local culture and business customs of operating business channels often proves especially advantageous to smaller-sized foreign companies with limited or no experience in a new market.

Finding the right partner can be a daunting task in any business relationship, but becomes even more so for SMEs looking to expand internationally.

European SMEs join partnering events, matchmaking events, and business missions in South-East Asia in order to meet and identify potential strategic partners in the region. Frequently sought strategic partners include distributors, manufacturers, licensees, potential investors, and co-investors in new, South-East Asia investment vehicles (e.g. joint venture).

Business ‘matchmaking’ events (also known as ‘B2B meetings’ – Business to Business meetings), are events that are organized with the purpose of introducing and facilitating the meetings of potential business partners in a sequence of brief, pre-arranged periods. During these meetings, participants are able to introduce themselves, discuss their offerings and needs, and consider possible areas of cooperation. These brokerage events -- organized and supported by a wide range of private and public actors such as trade and business promotion organisations, foreign economic delegations, business associations, and Chambers of Commerce -- are increasingly popular in Asia. B2B events are seen as valuable business development opportunities that effectively complement larger annual, or semi-annual, trade fairs. To ensure the most productive outcomes, the organizers of these events rely on large regional (such as the European Union) and national networks to pre-screen businesses with complementary objectives and supervise the matching process.

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This publication presents guidelines and strategic recommendations in relation to aspects concerning intellectual property (IP) protection and enforcement for EU SMEs looking to develop partnerships in South-East Asian countries through matchmaking events. Intellectual Property Rights (IPR) are a key factor in the competitiveness of businesses in the global economy and play a pivotal role in a company's business strategy, especially in discussions with potential partners.

Generally, it is beneficial to be knowledgeable about local business customs in different South-East Asian countries – the degree to which local customs should be observed or practiced is a more nuanced matter, so it is essential to first educate oneself about local customs. EU SMEs should first be informed about how business is conducted in the specific target country or countries. Although often grouped together as South-East Asia, business customs in Thailand, for example, can be very different from those in Indonesia or Vietnam. Preparation through familiarity of what to expect and what is expected can dramatically increase the chances of finding a business partner with whom a company can succeed.

For companies attending trade fairs, we also recommend to consult the South-East Asia IPR SME Helpdesk guide on "Protecting your IP at Trade Fairs" available at <http://www.southeastasia-iprhelpdesk.eu/sites/default/files/publications/Trade-Fairs-English.pdf>

2. What is your confidential information?

Companies may come insufficiently prepared to matchmaking events due to a number of reasons. Last minute preparation often means the main focus to be more on just getting business cards and company profiles printed on time rather than to polish a meeting strategy and identify information that should be shared or kept confidential at that stage. Partnering and matchmaking events are not, absent outstanding circumstances, appropriate occasions for signing confidentiality agreements. Prudence and good practice dictates that proper preparation includes knowing what information should be kept confidential.

Company representatives should be aware that confidential and proprietary information such as technical information on products and services, ideas, concepts, processes, prototypes, methods, inventions, know-how, trade secrets, algorithms, software, customers and suppliers lists, business plans, pricing details, marketing and sales information, industry studies, contracts and licenses, purchasing systems, accounting systems, and business operational systems, can – and often – have economic value in a new market. Confidential information communicated verbally is rarely traceable and any verbally agreed to confidentiality is almost impossible to enforce when.

EU SMEs are strongly advised to pre-sort and categorize between confidential and non-confidential information. Preparation for meetings should include heavy emphasis on what type of information can be disclosed, and at which stage of discussions or negotiations. Representatives should be well versed on how to avoid accidental disclosure of confidential information, how to gauge when such disclosures are necessary to proceed with a business deal (which may be country-specific), and when it would be advisable to sign Non-Disclosure Agreements (NDAs) with any

potential partner(s) before continuing negotiations. Businesses must also be prepared to make on-the-spot decisions if an otherwise ideal potential partner is unwilling to sign an NDA; and to use extra caution if the potential partner shows signs of hidden ulterior motives.

In addition to good preparation and sound judgment, company representatives must also be familiar the use of NDAs and levels of Enabling Public Disclosure (EPDs) in their target countries.

The use of NDAs is now generally accepted in many countries of South-East Asia, and EU SMEs should consult with legal service providers to learn more about local formats, approaches, and practices in specific countries.

Enabling Public Disclosure (EPD) is a legal term that means you have publicly shared enough about your product to allow someone with the same level of knowledge as another in the industry to copy your product. Accidental disclosures of otherwise confidential information during partnering or matchmaking meetings can rise to the level of Enabling Public Disclosure, thereby allowing others to legally use your know-how or make your product. As such, it is especially important to avoid disclosing more than necessary about a business's practice at each level of specificity. Properly used, NDAs may – but not always -- help protect against EPDs. In case of discussions accidentally reach EPD levels, the best course of action is to quickly talk to your legal counsel and apply for protection of your intellectual property.

Practical tips for your meetings:

- Beware of Enabling Public Disclosure (EPD): be careful not to enable public disclosure. During partnering or matchmaking meetings, it is particularly important to avoid disclosing too much and in case it happens make sure to ask your interlocutor to sign a confidentiality agreement or to quickly talk to your legal counsel and apply for protection of your intellectual property.
- NDAs are particularly important if you feel that you have disclosed an inventive concept or design which could well be protected by a patent or design patent.

For more information about Non-Disclosure Agreements, please refer to the Helpdesk's Guide 'Using Contracts to Protect your Intellectual Property' at <http://www.southeastasia-iprhelpdesk.eu/sites/default/files/publications/Contracts-English.pdf>

For more information about Trade Secrets, please refer to the Helpdesk's Guide 'Protecting your Trade Secrets in South-East Asia' at <http://www.southeastasia-iprhelpdesk.eu/sites/default/files/publications/Trade-Secrets-English.pdf>

3. Identify and file IP rights

A third recommendation is to identify and protect your intellectual property rights well in advance of venturing to new markets. By attending a partnering and matchmaking event, you may already be sending a message that your company is looking to expand business abroad. But is it your company really ready when it comes to IP management and planning? Is your trade mark already protected in such territory of your interest? As trivial as this may sound, many companies otherwise aware of the risk

of being copied in Asia fail to adequately protect their IP rights before venturing abroad. The risks attached to such approaches usually outweigh any potential gains.

Protecting a trade mark -- for example -- is relatively inexpensive and can be done through the international trademark system (the Madrid System) in numerous countries¹ in South-East Asia (e.g. Cambodia, Laos, Philippines, Singapore and Vietnam as of October 2016) without the need to appoint a local attorney for domestic registration. Do note, however, that you will need a local attorney should you need to present an opposition or respond to partial or total refusal in a particular country. At the very minimum, applications should be submitted a few days before attending matchmaking events so that your company can be protected from risk of trade mark squatting (a practice in which a non-proprietor secures a trademark for the sole purpose of re-selling it to the otherwise rightful owner at a high price).

If you intend to show prototypes, blueprints or to disclose any product specifications, think twice if you have not yet considered filing a patent application for it. Remember that possible business partners in the same industry as yours may be or may later become your local competitors. These potential business partners also have the advantage of knowing the local market and local legislation much better than you do.

Practical tips for your meetings:

- Consider registration of your intellectual property assets before venturing to new markets.
- Before participating to partnering and matchmaking event take the time to draw an overall strategy and a sort of audit of the status of your intangible assets.
- Show prototypes, blueprints or to disclose any product specifications only if you have at least filed a patent application for it.

For more information about Trade marks registrations, please refer to the Helpdesk's Guide 'Guide to Trade Mark Protection in South-East Asia' at http://www.southeastasia-iprhelpdesk.eu/sites/default/files/publications/EN_TM.pdf

For more information about Patent registrations, please refer to the Helpdesk's Guide 'Patent Protection in South-East Asia' at http://www.southeastasia-iprhelpdesk.eu/sites/default/files/publications/EN_patent.pdf

¹ http://www.wipo.int/export/sites/www/treaties/en/documents/pdf/madrid_marks.pdf

4. Assess the value of your IP

Assessing the value of your IP can help you better make strategic decisions and select the suitable partners. For example, if you are considering setting up a joint venture and/or entering into a licensing or franchising agreement with a new business partner, knowing the value of your IP means that you will be able to provide an economic justification for the rate of royalties charged to your licensee or franchisee or for your intellectual property investment in a joint venture. In case you are bringing IP into a future business collaboration, it is important to clearly identify the value of the assets you will license or share with your business partner and to agree, explicitly from the start, on who owns the IP and who will own the IP which may arise from cooperation between the parties.

In partnership scenarios, IP may play a major role within the overall commercial deals and may be clearly and directly connected to the return on investment regarding innovation. IP rights, whether of a simple trademark or complicated patent, are particularly relevant to SMEs as they internationalize their business to areas such as South-East Asia.

Practical tips for your meetings:

- Knowing the value of your IP before engaging in potential or actual negotiations will enable you to provide data for the rate of royalties charged to your licensee or franchisee, or for your intellectual property investment in a joint venture.
- Clearly identify the value of the assets you will or share with your business partner and agree, explicitly from the start, on the ownership for future IP that may arise from cooperation between the parties. Written clauses are essential for avoiding future conflicts for this purpose.

For more information about IP Audit, please refer to the Helpdesk's Guide 'IP Audit Check-list' at <http://www.southeastasia-iprhelpdesk.eu/en/helpdesk-guides>

5. What type of cooperation?

Your IP is likely also to influence the type of cooperation you might seek from potential local business partners, and vice versa. The type of IP you own and its value will also determine the type of agreement you will need to discuss with identified business partners at later stages.

The table below presents different types of possible cooperation: (i) joint ventures/joint research and development cooperation where identification and protection of IP assets is absolutely essential, (ii) IP agreements (ex: licensing and franchising) where IP is the main purpose of cooperation, and (iii) general commercial agreements, such as distribution or manufacture agreements, where IP protection remains important for the purpose of mitigating risks of the local partner starting a competitor business..

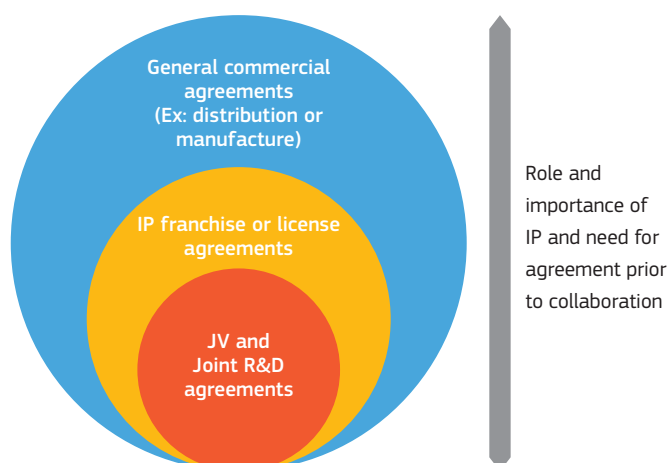


Table 1: Type of cooperation and importance of IP

Practical tips for your meetings:

- Before sitting at the meeting table, be aware that your IP is likely to determine the type of cooperation you may want to choose with a future business partner and vice versa -- plan your negotiation strategy accordingly.
- If you are looking for general commercial agreements (such as distribution or manufacture agreements), you should clearly identify whether you need to protect your marks, designs, or patents and ensure that other IP rights (if any), which may originate from cooperation with business partner are assigned to you.
- In case of IP franchise or license agreement, you shall register your IP and promptly record relevant franchise or license agreements with relevant authorities pursuant to local laws.
- In joint ventures and joint R&D agreements, it is absolutely imperative that details regarding current and future IPs be recorded in a valid written agreement. Ownership statements should include details of who owns what in scenarios where the JV ceases to exist, the JV is terminated, and one or more partners become insolvent.

For more information about IP and Contracts, please refer to the Helpdesk's Guide 'Using Contracts to Protect your Intellectual Property' at <http://www.southeastasia-iprhelpdesk.eu/sites/default/files/publications/Contracts-English.pdf>

The type of IP you own and its value will also determine the type of agreement you will need to discuss with identified business partners at later stages.

6. Check potential partner's background

After identifying the type of cooperation suitable for your purpose, you should check your potential partners' backgrounds. In most matchmaking events, the organizers would have vetted and pre-identified suitable business partners according to your requests and needs. This should not, however, be the sole background check. Knowing the (actual) size, capacity, financial situation, main customers and suppliers of your interlocutors/potential partner is important from the start. You can also learn a lot by looking at the intellectual property portfolio of prequalified or potential business partners. For example, a quick check in free online databases can tell you within minutes how these potential business partners protect their IP. You can check if they own trade marks, patents, or designs and can learn summary details about their IP portfolio.

The trade mark database ASEAN TMview², for example, is a valuable tool for accessing information about who owns what trade marks in the South-East Asian region. Similarly, the design database ASEAN Designview³ allows to access information on design registrations in the South-East Asia region.

You can also ask a local attorney to conduct additional background checks (a sort of basic or advanced 'due diligence') to see if your interlocutor/potential partner has been sued for IP infringement, other civil suits, or has any criminal activity. This information is usually easily accessible within a few days of court records. A local lawyer can provide you with a comprehensive report for your perusal.

Practical tips for your meetings:

- After identification of potential partners from your first meetings, within a reasonable phase of negotiations, you should check the background of your potential partners. Contact your lawyer to obtain a report on the potential partner and use the information to assess the company.
- Use free databases to conduct an IP background checks on your interlocutor(s)/potential partners. ASEAN TMview and ASEAN Designview are useful tools for searches.
- In addition to conducting background checks on the person and his/her IP, have local lawyers carry out preliminary due diligence checks on the state of person's business and other businesses, if any.

For more information about ASEAN TMview, please refer to the Helpdesk's Guide 'How to Guide on ASEAN TMview' at http://www.southeastasia-iprhelpdesk.eu/sites/default/files/publications/How_to_TMview.pdf

For more information about ASEAN Designview, please refer to the Helpdesk's Guide 'How to Guide on ASEAN Designview' at http://www.southeastasia-iprhelpdesk.eu/sites/default/files/publications/How_to_Designview.pdf

² <http://www.asean-tmview.org>

³ <http://www.asean-designview.org>

7. Local Knowledge and Expertise

Getting knowledgeable about local IP laws and practice and how South-East Asian countries protect and enforce IP it is key to starting and growing your business in the region.

Knowing the legal remedies at your disposal in case of infringement or the lack thereof can also help you determine a suitable protection strategy adapted to your budget and business needs.

For inventions, a large budget is not necessary to secure temporary international protection as you search for local partners. All EU member states and South-East Asian countries, except Myanmar, are members of the international patent application system known as the Patent Cooperation Treaty system (PCT)⁴. Filing an international patent application can give you up to thirty to thirty-one (30- 31) months of temporary protection in all PCT member countries and is generally affordable for EU SMEs planning to internationalise (an international patent application does not cost much more than the expense of a one week travel trip from Europe to Asia. If you have budget constraints, look for a cheaper flight or hotel but invest in your intellectual property!).

It is highly recommended that you begin by seeking advice from your national intellectual property office or intellectual property attorney on whether your products, prototypes and technical information may be worth protecting by filing a patent, design patent or a copyright application. With such a consultation completed, and you will have a basic understanding and awareness of your IP assets before consulting with local lawyers in foreign countries.

The South-East Asia IPR SME Helpdesk has created a series of IP Factsheets for 10 South-East Asian countries that include country specific information on IP protection, IP enforcement, and practical tips and cautions for each country. All publications are free of charge and available on the website.

Practical tips for your meetings:

- Search for country specific IP information as different countries in South-East Asia are at different stages of economic, commercial, and legal development which, in turn, affect the IP strategy that you should adopt for each respective market.
- Knowing the legal remedies at your disposal in case of infringement can also help you in determine a suitable protection strategy adapted to your budget and business needs.
- Include costs for IP protection abroad in your total budget.

For more information about each South-East Asian county, please refer to the Helpdesk's Country Factsheets at <http://www.southeastasia-iprhelpdesk.eu/en/country-factsheets>

8. Follow up

After a matchmaking event, it is important to follow up the most promising conversations and, whenever possible, to continue exchanging pertinent information, preferably after signing a non-disclosure agreement or a memorandum of understanding. It is also recommended that the parties to visit each other's factories or headquarters. This usually helps each party have a more comprehensive understanding of each other's businesses, and respective local markets and cultures.

It is imperative that parties to a new cooperative or collaborative enterprise, regardless of the location of the new enterprise, formalize their agreement with a written contract prior to proceeding. Unless otherwise agreed too, it is important that all parties remain in full-control of their brands, inventions and know-how. Please refer to cases studies below.

Strong IP protection is a sign of a valuable business that can attract new potential partners and, therefore, has a better chance of survival in the marketplace. On the contrary, failure to protect IP assets from the very start of the partnership allows for misappropriation, infringement, and, in some cases, unnecessary and avoidable litigation.

Practical tips for your meetings:

- After a matchmaking event, it is important to follow up the most promising conversations and, when possible, to continue exchanging pertinent information in order to build concrete cooperation.
- Once ready to initiate cooperation, a written contract that includes IP related clauses is highly recommended. Failure to protect IP assets from the very start of the partnership allows for misappropriation, infringement, and, in some cases, litigations.



⁴ For a list of PCT countries: http://www.wipo.int/pct/en/pct_contracting_states.html

9. EU SMEs Case studies

SME Case Study 1

The risk of doing business without an agreement properly protecting IP

Background: A European company decided to outsource the manufacture of sculptures to a South-East Asian company. Cooperation started with very limited production levels meant mostly for exports. The European company provided the drawings needed to produce moulds for the sculptures but failed to enter into a manufacture agreement containing IP provisions and non-compete provisions. After a few years of cooperation, the Asian manufacture company saw an opportunity to start their own line of products, closely resembling those of the European company. Soon the products of the Asian company started to hit the local Asian markets and the European company was losing business while still using their Asian partner for the manufacture of their products. Luckily for the European company, the products were sufficiently original to qualify for copyright protection and so the parties found an agreement without the need for legal proceedings.

Advice: If you entrust a business partner to manufacture your products, make sure to enter into a manufacture agreement containing IP provisions and/or non-compete provisions so as to minimize the danger of being copied. If the products to be manufactured can be protected by filing or recording IP

rights, it is also recommended to protect these as well so as to claim ownership and right to enforce IP rights in case of copy/imitation/passing-off. Local copyright recordation, for example, is often neglected but can be extremely useful if the products are eligible for protection under local copyright laws (most software, sculpture, artistic, literary, and audio-visual work can be copyrighted in most South-East Asian countries).

Outcome: Given the nature of the products (sculptures), the original shape and artistic value of the products was clearly established. Although no agreement was made between the parties, the European company had filed a copyright application for each of their models based on recommendation of a local attorney. These copyright recordation and the threat of a possible court action for copyright infringement convinced the manufacturer to stop imitating the European company's products and to, finally, enter into a proper manufacturer agreement. The parties are still in business today and have a growing business together.

Lessons Learned: Combining IP protection with a cooperation contract offers the possibility to take action on the basis of IP infringement and breach of contract. Having no contract can be very risky, especially when the IP is not easily enforceable (due to lack of registration or type of product/service concerned).

SME Case Study 2

A success story: the importance of design patent protection

Background: A French company producing agricultural machinery had found a Thai distributor for its products "made in France". After some initial but limited cooperation, the Thai distributor introduced to the French company a local manufacturer in Thailand with a high level of craftsmanship. All parties found a common interest in working together: the French company would supply the technology, IP and know-how to the Thai manufacturer; the Thai distributor would then be able to purchase the products "made in Thailand" with the French technology but at a more advantageous price and sell these products to clients in South-East Asia.

Advice: Properly protecting IPRs and enumerating any licensed rights can lead to many opportunities and much growth abroad.

The French company had entered into a distribution agreement with the distributor and had also filed a patent application based on recommendations of local attorney.

When opportunity came to outsource the manufacturing of the product, the design patent became very handy as the French company could easily disclose, with protection, the details/blueprints of their "design patent pending" product to the future manufacturer. The manufacturer was likewise assured by the design patent application. It allowed the manufacturer

to legitimately manufacture the products under license, with the added assurance that competing manufacturers couldn't just copy the product – the manufacturer could ask the design patent owner to enforce its right in case of infringement. The design patent application allowed the French company to grant or terminate an exclusive (or non-exclusive) licence for the production of their product model and to collect royalties for each unit produced.

Outcome: The French company was able to collect royalties and to expand commercialization of its products and brand in South East Asia without the need to make large investments. The distributor was able to propose a more attractive price to its customers. Cooperation was made possible by two important documents: a design patent application filed for the product to be manufactured and distributed in South-East Asia, and a contract between the parties precisely detailing the obligations of each party and payment terms.

Lessons Learned: With a limited budget (of around 500 USD including lawyer's fees), the French company secured protection for the design of their product in Thailand and was able to fully disclose it to a local manufacturer who then agreed to become a licensee for the manufacture of the product. Price of the product incorporating foreign IP and know-how but manufactured locally in Thailand became more competitive, allowing IP owner to expand its business.

10. Take-away Messages

- Identifying and protecting your IP before venturing abroad gives you more freedom to talk about your business, find a suitable partner, and enforce your rights, if needed, at later stage.
- Knowing the country specific IP information of different countries in South-East Asia and, in particular, the real enforcement capacities of each country can also help you determining the most suitable country/ies for doing business and evaluating risks.
- Having the right agreements in place (Non-disclosure, MOUs, partnership or IP commercial agreements) is essential to build trust and avoid protection loopholes.

- **Non-Disclosure Agreement:** legal contract between at least two parties that outlines confidential material, knowledge, or information that the parties wish to share with one another for certain purposes, but wish to restrict access to or by third parties. It is a contract through which the parties agree not to disclose information covered by the agreement.
- **Royalties:** a sum of money paid to the owner of an IP right such as a patent, brand or copyright owner for the use of such IP right.

12. Related links and additional information

- Visit the country factsheets of South-East Asia countries – <http://www.southeastasia-iprhelpdesk.eu/en/country-factsheets>
- Visit other publications at South-East Asia IPR SME Helpdesk website – www.ipr-hub.eu
- Visit the Helpdesk blog <http://www.yourIPinsider.eu> for related articles on IP in South-East Asia and China
- EU Gateway Business Avenues – <https://www.eu-gateway.eu>
- Enterprise Europe Network (EEN) – <https://een.ec.europa.eu/>
- World Intellectual Property Organisation (WIPO) – <http://www.wipo.int/portal/index.html.en>



11. Glossary of terms

- **Enabling Public Disclosure (EPD):** a legal term meaning that technical information have been publicly shared to the extent sufficient for someone with the same level of knowledge as another in the industry to copy the product bearing those technical features.
- **Franchise Agreement:** a legal, binding contract between a franchisor and a franchisee. The Franchisor usually provides its brand, operational model and required support to the Franchisee to set up and run a similar business in exchange for a fee and/or a share of the income generated. The franchise agreement lays out the details of what duties each party needs to perform and what compensation they can expect.
- **Joint Venture:** a commercial enterprise undertaken jointly by two or more parties that otherwise retain their distinct identities. In South-East Asia, joint ventures are frequent, especially in countries where limited companies are required to have a majority of shares owned by local shareholders.
- **Joint Research and Development Agreement:** This is an agreement on cooperation between several parties on research and development frequently on an equal level.
- **Licensee:** the holder of a License, typically given by a license agreement. For example in a trademark license agreement, licensee is usually authorized to apply trademark of Licensor to products or services under certain conditions. License can also be given to manufacture and/or sell and/or distribute, usually against payment of royalties.
- **Memorandum of Understanding (MOU):** describes a bilateral or multilateral agreement between two or more parties. It expresses a convergence of will between the parties, indicating an intended common line of action. It is usually considered more binding than gentlemen's agreements, and less so than formal agreements, but can be used as evidence of intent when pertinent.

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For more information please contact the Helpdesk:

15th Floor, The Landmark, 5B Ton Duc Thang Street,
Ben Nghe Ward, District 1, Ho Chi Minh City, Vietnam
T +84 28 3825 8116
F +84 28 3827 2743

E-mail: question@southeastasia-iprhelpdesk.eu

Website: www.ipr-hub.eu

Blog: www.yourIPinsider.eu

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The South-East Asia IPR SME Helpdesk provides free, business-focused advice relating to South-East Asia IPR to European Small and Medium Enterprises (SMEs).

Helpdesk Enquiry Service: Submit further questions to the Helpdesk via phone or email (question@southeastasia-iprhelpdesk.eu), or visit us in person and receive free and confidential first-line advice within three working days from a South-East Asia IP expert.

Training: The Helpdesk arranges training on South-East Asia IPR protection and enforcement across Europe and South-East Asia, tailored to the needs of SMEs.

Materials: Helpdesk business-focused guides and training materials on South-East Asia IPR issues are all downloadable from the online portal.

Online Services: Our multilingual online portal (www.ipr-hub.eu) provides easy access to Helpdesk guides, case studies, E-learning modules, event information and webinars.

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