

**MEMORANDUM OF UNDERSTANDING  
ON CO-OPERATION IN  
INFORMATION AND COMMUNICATIONS TECHNOLOGY  
BETWEEN  
THE COMMERCE, INDUSTRY AND TECHNOLOGY BUREAU  
OF THE GOVERNMENT OF THE HONG KONG SPECIAL  
ADMINISTRATIVE REGION  
OF THE PEOPLE'S REPUBLIC OF CHINA  
AND  
INDUSTRY CANADA**

The Commerce, Industry and Technology Bureau of the Government of the Hong Kong Special Administrative Region of the People's Republic of China and Industry Canada, hereinafter referred to as the "Participants", or as the "Participant",

**RECOGNIZING** the interest of both the Hong Kong Special Administrative Region of the People's Republic of China and Canada in furthering the development of their respective information and communications technology industries, and in supporting the expansion of domestic, regional and international markets for their products, services and technology,

**GUIDED** by the mutual interest and benefit of both Participants in encouraging and supporting partnerships, investment co-operation, commercial ventures, research and development, in the areas of information technology and advanced communications technology,

**have reached the following understanding :**

**ARTICLE 1**

Acting within the framework of their powers and responsibilities, the Participants will develop co-operation and conduct exchanges in the field of information and communications technology.

## **ARTICLE 2**

Recognizing the rapid change of technological development in the information and communications technology industry, the Participants have identified the following areas of common interest for co-operation :

- (A) multimedia and software applications and products; and
- (B) information and communications infrastructure, including, but not limited to :
  - electronic commerce infrastructure and policy;
  - broadband networks and applications;
  - e-government applications and policy; and
  - Internet applications.

## **ARTICLE 3**

Having decided upon areas of mutual interest, this Memorandum of Understanding will focus on the following areas of co-operation :

- (A) encouraging investment and technology partnerships;
- (B) accelerating commercial and industrial exchanges;
- (C) fostering business partnerships between companies of the Hong Kong Special Administrative Region and Canada;
- (D) facilitating technology development efforts;
- (E) promoting educational and learning exchanges; and
- (F) encouraging the exchange of policy and regulatory information.

## **ARTICLE 4**

Co-operation in the field of information and communications technology between the Participants may take the following forms :

- (A) exchange of information and materials on information and communications technology subjects of common interest, and establishment of channels for exchange of information as appropriate;
- (B) exchange of information and communications technology specialists, professionals and delegations;

- (C) encouragement of liaison with other agencies, industrial, academic, and professional organisations to promote the areas of interests and co-operation outlined in Article 2 and Article 3, and provision of expertise and support;
- (D) facilitation and organisation of joint programmes including investment and venture capital seminars, symposium, and missions;
- (E) facilitation and promotion of joint trade events, activities and opportunities to encourage commercial ventures;
- (F) provision of opportunities for each Participant to become acquainted with the organisational structure, statutes, regulations, methods and procedures of the other Participant; and
- (G) other forms of co-operation arranged by the Participants.

#### **ARTICLE 5**

In order to co-ordinate co-operative activities, each Participant will designate a representative to be responsible for determining the particular directions of co-operation and for ensuring the effectiveness of all co-operation and exchange activities. The representatives of both Participants or their designated co-ordinators will consult with each other through the Government channel specified by each Participant to define activities and other related matters. When necessary and as jointly decided, the representatives may hold working meetings.

#### **ARTICLE 6**

The co-operative activities carried out under this Memorandum of Understanding will be subject to the availability of funds and resources of the Participants. For those activities carried out under this Memorandum of Understanding, unless otherwise decided, each Participant will provide resources adequate to carry out its own responsibilities in relation to those activities.

#### **ARTICLE 7**

1. The Participants will promote co-operation in all spheres of activity defined by this Memorandum of Understanding in order to derive maximum technical, industrial and commercial benefits for both the Hong Kong Special Administrative Region of the People's Republic of China and Industry Canada.

2. This Memorandum of Understanding may be supplemented with separate attachments on specific activities and matters of co-operation in the field of telecommunications.

### **ARTICLE 8**

Should intellectual property rights arise out of co-operative activities under this Memorandum of Understanding, each Participant will determine the allocation of these rights within its jurisdiction and the Participants will decide on the allocation of rights in third jurisdictions unless particular arrangements provide otherwise.

### **ARTICLE 9**

Neither Participant will disclose nor distribute any information that is supplied and marked, or stated to be "in confidence", by the originating Participant, except as, and to the extent authorised, by the originating Participant.

### **ARTICLE 10**


1. This Memorandum of Understanding will come into effect on the date of its signature and will remain effective for a period of five years. It may be altered or terminated at any time by means of submitting to the other Participant a written notice at least 90 days before the suggested date of amendment or termination.

2. The expiration and termination of this Memorandum of Understanding will not affect the terms of those activities which are in progress at the time of the notification of expiry or termination of the Memorandum of Understanding.

3. This Memorandum of Understanding may be amended or extended at any time by written mutual consent of both Participants,

**SIGNED** in the Hong Kong Special Administrative Region, this 4<sup>th</sup> day of December 2002, in duplicate, in the English, French and Chinese languages, each version being equally valid.

FOR THE COMMERCE, INDUSTRY  
AND  
TECHNOLOGY BUREAU  
OF THE GOVERNMENT OF  
THE HONG KONG SPECIAL  
ADMINISTRATIVE REGION  
OF THE PEOPLE'S REPUBLIC  
OF CHINA



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(Mr Francis Ho)  
Permanent Secretary for Commerce,  
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FOR INDUSTRY CANADA



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(Dr Michael Binder)  
Assistant Deputy Minister,  
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