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Commission

## SOUTH-EAST ASIA IPR SME HELPDESK

# IP considerations in ICT Industry in South-East Asia



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### 1. Overview: ICT Industry in South-East Asia

Information and Communications Technology (“ICT”) is considered to play a pivotal role in supporting regional integration and connectivity efforts between the countries in South-East Asia. The latest ASEAN ICT Industry Masterplan 2016-2020 aims to propel ASEAN towards a digitally-enabled economy that is secure, sustainable, and transformative and to enable an innovative, inclusive and integrated ASEAN Community<sup>1</sup>. The ICT industry is one of the sectors presenting major business growth opportunities for EU SMEs in South-East Asia.

It is reported that there is a steady improvement on the affordability of ICT products and services in the ASEAN, more particularly, cost of accessing the internet and mobile-phone services. With robust infrastructure development, decreasing internet costs and low cost of mobile handsets, the proportion of ASEAN citizens with access to broadband internet and mobile phone services has increased significantly. This is particularly apparent in Myanmar where prices of SIM cards fell from US\$2,000 to US\$1.5 over the period of 2009 to 2014<sup>2</sup>.

Also, ICT service exports provide a huge contribution to the economy. ICT services, in relation to all services exports, have gradually increased, and this indicates that the countries have been in transition to become more technologically and digitally driven. Over the past decade, Cambodia, Indonesia, Malaysia, the Philippines, Singapore and Thailand have seen a continuous growth of ICT service exports as a percentage of total service exports<sup>3</sup>.

<sup>1</sup> ASEAN ICT masterplan 2020 [http://www.asean.org/storage/images/2015/November/ICT/15b%20--%20AIM%202020\\_Publication\\_Final.pdf](http://www.asean.org/storage/images/2015/November/ICT/15b%20--%20AIM%202020_Publication_Final.pdf)

<sup>2</sup> Bloomberg report <http://www.bloomberg.com/news/articles/2014-09-29/myanmar-opens-its-mobile-phone-market-cuing-carrier-frenzy>

<sup>3</sup> ASEAN ICT Masterplan 2015 Completion Report <http://www.asean.org/storage/images/2015/December/telmin/ASEAN%20ICT%20Completion%20Report.pdf>



Simple patents are generally easier to grant and they can be obtained faster than standard invention patents. The downside of simple patents would be the relatively shorter length of period of protection and lower certainty of validity for countries that grant simple patents without substantive examination such as Thailand. EU SMEs may consider simple patents more appropriate for the products with a shorter life span and/or with a lesser degree of innovation.

For countries where both standard invention patents and simple patents are available, applicants are usually able to convert a standard patent application to a simple patent application and vice versa with filing the requisite official form and payment of official fee. Hence another strategy may be to first apply for a standard patent in order to benefit from the long period of protection and convert the standard patent application to a simple patent application only when the invention is determined to not meet the strict criteria of patentability for standard patents.

For computer software protection, there is still a considerable amount of development needed on the issue of whether software may be protected by a patent in most countries in South-East Asia. In the Philippines and Thailand, it is explicitly provided in IP laws that computer software or programs are not patentable. On the other hand, in some countries, like Singapore and Cambodia, software may be protected by patents.

The patent application process in some South-East Asian countries may take a considerable long time such as various years. Such long applications process, may be costly for EU SMEs, because delays in the time of granting a patent can affect the moment a product is introduced in the market, the ability of the company to raise funding for research and development and capital, and to collect licensing revenues from inventions. ICT products on the other hand are characterised by high obsolescence rates, resulting in very short life cycles and therefore shall require a faster protection process. For instance, software programs can become obsolete in only a few years and are replaced by new applications. In this dynamic context, most of the revenues are generated in very short runs. Short product life cycles typical of high tech industries require immediate protection to inventions. This is something to be considered, especially that it could take up to 5-7 years for a patent to be granted in some countries in South-East Asia, for instance in Indonesia, Malaysia, Thailand or Vietnam.

In addition, strategic motives may be the reason for applying for patent protection. In ICT, patents are used as "bargaining chips" in order to improve the outcomes of licensing/cross-

licensing negotiations with other companies. Also, large patent portfolios may provide a good defensive strategy against the possibility of competitors taking legal actions for patent infringement, or they can be used aggressively in order to battle competitors in the market. A further advantage of building a large patent portfolio is the potential increase of chances of receiving funding from investors.

Costs would also play a major role in the decision of whether to obtain patent protection. Issues of IP protection plague SMEs more than large firms, because of the inherent weaknesses of lower capital. Because of complex requirements of patents, the costs for obtaining patents and enforcing a patent may prove to be steep. The availability of dedicated IP courts to handle complex ICT patent infringement case in the jurisdictions of interest should also be considered before obtaining patent rights in the country.

## ii) Open Source Software

In contrast to obtaining rights for the exclusive exploitation of innovations provided by patents, businesses may consider taking up an open source software business model. Also big names in the industry take advantage of this platform in creating business value. Due to this model's openness and accessibility, it has been observed that most consumers gravitate towards these types of technologies.

At times, this method may be considered as more effective and cost efficient than obtaining patent protection. Value from the exploitation of an invention does not only come from excluding others from using the same without your consent; on the contrary, at times, making it available as open source and for use by others can actually stimulate its adoption. Businesses can derive profits by selling other products/complementary services that are compatible with such adoption. For example, a company can create the software, release it under open source licenses and profit from selling training, consulting and customisation services. Another example, is selling hardware products which make use of the open source software.

At present, the development of open source software creation in South-East Asia is limited—with people from South-East Asia consuming, and not necessarily, developing such software. At present, there is currently no regulatory framework in South-East Asia in relation open source software. However, with the steady increase in exposure to ICT products of the consumers in South-East Asia, businesses may start to consider this as a viable option to obtain value for their innovations.



### iii) Risk of infringing existing patents owned by competitors or Patent Assertion Entities (Patent Trolls)

Due to the limited resources and understanding of IP issues, EU SMEs may overlook the need to conduct patent infringement analysis before entering new markets. Competitors or even patent trolls that have already obtained patents in overlapping technologies to your business can potentially halt your plans to expand into South-East Asia.

Patent trolls are entities that accumulate patents purely to make money out of them by imposing inflated prices for a licence or suing possible infringers for patent infringement. These entities are a threat to companies, especially SMEs, as they may not have the resources to go to trial and are forced to settle or exit the market.

It is always advisable to carry out a patent search to determine if your innovation may infringe any patents. Some businesses set aside funds specifically to deal with patent infringement issues.

For more information about Patents in South-East Asia, please refer to our Guide on Protecting Your Patents in South-East Asia at [http://www.southeastasia-iprhelpdesk.eu/sites/default/files/publications/EN\\_patent.pdf](http://www.southeastasia-iprhelpdesk.eu/sites/default/files/publications/EN_patent.pdf).

### iv) Issues concerning Copyrights

Since the ICT sector features cumulative innovations with short product cycles, businesses may wish to take advantage of other IP rights, such as copyrights, designs, trade marks and trade secrets.

One of the main values of copyright protection is simplicity, as it generally, does not depend on any formalities, and it arises automatically—meaning, it begins as soon as a work is created. In contrast, a patent, trade mark, design, must be applied for, in principle, in each country in which you seek protection.

With the exception of Myanmar, Philippines and Thailand, high-tech products, software programs and databases are expressly protected by copyright South-East Asia. Aside from this, multimedia products such as videogames, information kiosks or interactive webpages, content in computer disks or CD-rom are all eligible for copyright protection. It is especially useful for software applications characterized by rapid and cumulative innovation, as it provides a relatively easy and inexpensive approach in obtaining protection.

It must be brought in mind that copyright protection extends only to expressions of ideas, and not to ideas per se. It does not protect the “ideas” underlying the computer programs/software that often brings about high commercial value which is typically

protected by patents, but it can provide protection against any unauthorized running, copying, modifying or distribution of the software.

Generally, to bring an infringement suit, one must be able to prove originality, ownership and substantial imitation or copying. There is no fixed manner of proving originality and authorship. In many South-East Asia countries (except Brunei and Singapore), a voluntary registration of copyright is available to owners. Businesses must take advantage of this process, as it can facilitate the establishment of proof of ownership and originality.

Products from the ICT industry can be easily copied in the digital era, and the copyright system is the fundamental tool for protecting the creative efforts of companies. Most of the countries in South-East Asia consider piracy as a major problem, especially with the onset of peer-to-peer file exchange programs. To address this, you may consider obtaining Digital Rights Management (DRM) products and undertake other technology-related protection measures which can fight piracy, such as, putting anti-copying devices within the software, or embedding code that prevents copying, specifies a time period in which the content can be accessed or limits the number of devices the media can be installed on. These DRM products may prove effective in curtailing illegal copying, but businesses must consider that use thereof must be in line with data protection/privacy issues. Data protection/data privacy issues are relevant in some DRMs that provide for the identification and tracking of individuals accessing legally protected information on the Internet.

For more information about Copyrights in South-East Asia, please refer to our Guides on Protecting Your Copyrights in South-East Asia at [http://www.southeastasia-iprhelpdesk.eu/sites/default/files/publications/Copyright\\_english.pdf](http://www.southeastasia-iprhelpdesk.eu/sites/default/files/publications/Copyright_english.pdf).

### v) Issues concerning Designs

Design primarily refers to the external appearance—features of a shape, configuration, pattern or ornament applied to an article by an industrial process. An article refers to any object to which the design is applied. The phenomenal worldwide success of Apple Inc. is a clear example where the success of a product in the market may not solely be dependent on the function, but its aesthetic design as well. Consumers have since developed an appetite not only for useful and functional, but also well-designed products.

Registered designs are used primarily to protect designs for industrial use, wherein an exclusive right to control the use thereof is granted to the owner. A design protects the aesthetic aspects of products, not their functionalities. This is increasingly used in the ICT industry to protect the appearance of products, like smart phones, tablets, and media players. In the Philippines, Singapore, and Thailand, a graphic user interface (GUI) may be registered as a design. In Singapore, when filing an application for a GUI, the applicant must indicate the article the GUI is applied, for example, an electronic device.

Some owners, on the other hand, choose not to register their designs to save on costs, especially when the intrinsic value of the design has not been evaluated. Usually, in this instance, since products are introduced in the market without registration, the criteria of “novelty” in applying for design registration is automatically lost. If the design eventually becomes popular, the owner will be unable to stop the imitation of the design by others.



Considering the nature of ICT products being incremental in nature and with short product cycles, it is not uncommon that owners simply choose to go to market early to capitalize on the revenues available for the company that claims to be the “first” and “original”.

Nevertheless, it may still be worthwhile to consider applying for design protection so you can bar others from copying your aesthetic. A design differentiates products in a unique manner, and it makes products visually appealing to consumers, so this effect should be taken advantage of. By registering a design, you are given the right to prevent others from using the design without permission and potentially exploit your design by licensing it to third parties for commercial returns, or sell the design for consideration.

On the other hand, to avoid possible infringement of third party rights, companies should also be cautious and ensure that no identical or similar designs have already been registered in the particular jurisdiction. ASEAN Design View provides a facility for businesses to conduct preliminary searches of industrial designs filed in the ASEAN countries to check for conflicting designs uploaded in its database.

*Consumers have since developed an appetite not only for useful and functional, but also well-designed products.*

For more information about Designs in South-East Asia, please refer to our How to Guide on ASEAN Designview at <http://www.southeastasia-iprhelpdesk.eu/en/helpdesk-guides>.

#### vi) Issues concerning Trade Marks

EU SMEs should note that consistency in adopting a branding strategy from the onset would facilitate the establishment of a brand that has a robust reputation and goodwill in the market. Having a good branding strategy will establish a clear link between your products or services and your company, as the producer or provider of such products or services. Customers should be able to distinguish, at a glance, between your products or services and those of your competitors and associate them with certain desired qualities.

Considering that ICT products tend to have shorter product cycles, and at the same time, improvements are added at a consistent pace, businesses will benefit if the products and all its versions are branded consistently. This way, ‘brand recall’ is established and product identification/differentiation is strengthened. Since there is a strong interaction and interoperability among ICT products in the market, having a consistent source identifier would be useful to drive business value. Along with the branding strategy, it is essential to undertake the protection of such brands through trade mark registration.

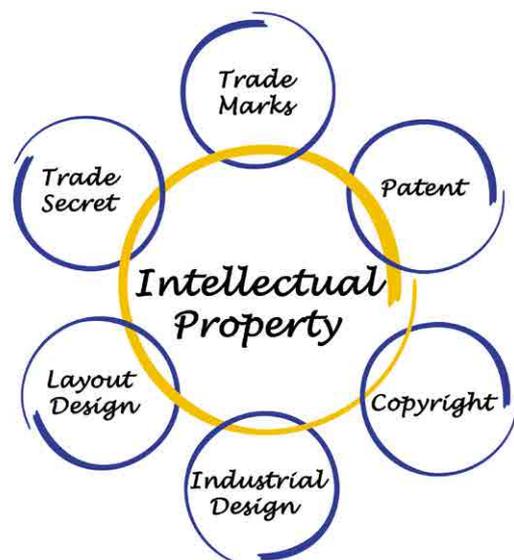
During the initial lifespan of a new product, patent registration is useful to prevent unauthorised reproduction of the product. However, the term of a patent is finite and once the patent expires, the trade mark may take on a more crucial role, allowing companies to benefit from the goodwill built, while the patent was in force. Trademark protection is essential for companies to capture returns from its products once the patent has expired and can serve as a main driver of revenue in the long run.

One of the most common obstacles met by businesses in applying for trade mark registration is the rejection of their brand because it directly describes the nature or characteristics of the goods or services offered by the company. This must be avoided by companies that seek trade mark protection. Trade marks should be able to clearly identify products’ commercial origin. Thus, there should be strong efforts to come up with a distinctive name for the products. Trade marks may consist not only of words, but it may likewise refer to logos, slogans, devices, used by the company to designate goods and services. If possible, protection should be obtained for all other types of representations as well.

Apart from being distinctive, companies must be cautious and ensure that there are no identical or similar marks registered in the particular jurisdiction. The conduct of preliminary trade mark clearance searches allows companies have an initial assessment of the registrability of the mark based on the trade mark laws of the relevant jurisdiction, to possibly amend the mark prior to application in compliance with local laws and to avoid possible infringement of existing third party trademark rights. ASEAN TM View provides a facility for businesses to conduct preliminary searches of trade mark applications/registrations filed in ASEAN countries.

For more information about Trade Marks in South-East Asia, please refer to our Guides on Protecting Your Trade Marks in South-East Asia at [http://www.southeastasia-iprhelpdesk.eu/sites/default/files/publications/EN\\_TM.pdf](http://www.southeastasia-iprhelpdesk.eu/sites/default/files/publications/EN_TM.pdf)

For more information about Trade Mark Searches in South-East Asia, please refer to our How to Guide on ASEAN TM view at <http://www.southeastasia-iprhelpdesk.eu/en/helpdesk-guides>



### vii) Issues concerning Trade Secrets

The protection of trade secrets as an IP strategy may be somewhat 'informal' in comparison to patents, copyrights, design and trade marks; however, this does not necessarily mean that it is less effective than the rest. When properly implemented and managed, trade secrets can be very cost-effective and enjoy an infinite term of protection so long as they remain a secret.

The importance of trade secret protection cannot be over-emphasized in high-tech companies. By protecting trade secrets, most businesses can take advantage of lead time—particularly, "first to market" approach or the ability to commercialise the innovation well ahead of competitors, so that substantial revenue can be captured before copycats are introduced in the market. This is especially helpful for companies with products that are expected to have a short run in the market.

EU SMEs should usually first consider whether there exists other mechanism to protect the secret information, for example, by filing a patent. However, there are considerations to be made on a case by case need. In some occasions, it might be disadvantageous to keep an innovation a secret, especially if it can be protected by a formal type of IP. This is because if the innovation is embodied in a product, third parties that get hold of the product may be able to "reverse engineer", inspect, dissect and analyse to arrive at the secret innovation. In addition, trade secret protection of an invention does not provide the exclusive right to exclude third parties from making commercial use of it. Only patents and utility models provide this type of protection.

Also, EU SMEs shall control the number of people that know the secret and that all those who do are well aware that it is confidential information. Companies should include confidentiality clauses within employee contracts covering not only the duration of employment, or if possible, even after the employee has left the employment. It should also be of paramount importance to ensure that confidentiality agreements are signed with business partners whenever disclosing confidential information.

However, once these measures are in place, and according to EU SMEs specific needs, trade secrets can be also a suitable way of protecting assets in the ICT industry.

For more information about Trade Secrets in South-East Asia, please refer to our Guides on Protecting Your Trade Secrets in South-East Asia at <http://www.southeastasia-iphelpdesk.eu/sites/default/files/publications/Trade-Secrets-English.pdf>.

For specific information on the various IP rights in each of the ten countries of South-East Asia, please refer to our IP Country Factsheets available at <http://www.southeastasia-iphelpdesk.eu/en/country-factsheets>.

| Country     | Trade Secrets Quick Facts  |
|-------------|--|
| Brunei      | -Not regulated by any specific legislation<br>-Extent of protection and length of protection may be subject to contract  |
| Cambodia    | -Not regulated by any specific legislation but is protected under other laws<br>-Non-Disclosure Agreement may be enforced under Contract Law of 1998             |
| Indonesia   | Protection can last for an unlimited period of time, as long as it remains confidential, it has economic value and necessary measures are taken to guard secrecy |
| Laos        | -No registration is required.<br>-Protection last until the trade secret has been disclosed  |
| Malaysia    | Protection can last for an unlimited period of time as long as the information does not become available to the public   |
| Philippines | Consumer Protection Act and the Revised Penal Code prohibit and penalize revelation of trade secrets.  |
| Singapore   | Protection can last for an unlimited period of time as long as they do not become common knowledge or become generally available to the public                   |
| Thailand    | Can be recorded with the IP Office (requiring only basic information) to facilitate use as evidence in a legal dispute   |
| Vietnam     | Trade secrets are protected upon creation without registration as long as reasonable measures have been taken to keep the information secret                     |

### 3. IP Licensing

EU SMEs entering the South-East Asia ICT market, or expanding an existing business or improving the quality of the goods or services to enhance its market position should consider licensing of intellectual property rights, as the latter is an effective tool for achieving these business goals. A significant share of the income of the ICT and electronic companies nowadays stems from out-licensing to other manufacturers and enterprise clients, and to a lesser extent from direct sales revenues. Although licences have legal recognition and protection to varying degrees in different countries in South-East Asia, there are still some general guidelines that can be mapped out.

EU SMEs should be mindful that licensing agreements must clearly state that ownership of all intellectual property contained in the products belongs to the company. The agreement must likewise clearly identify the product being licensed, and the permissible uses thereof. If access to the source code is granted under the circumstances, efforts must be taken to include a confidentiality agreement to ensure protection.

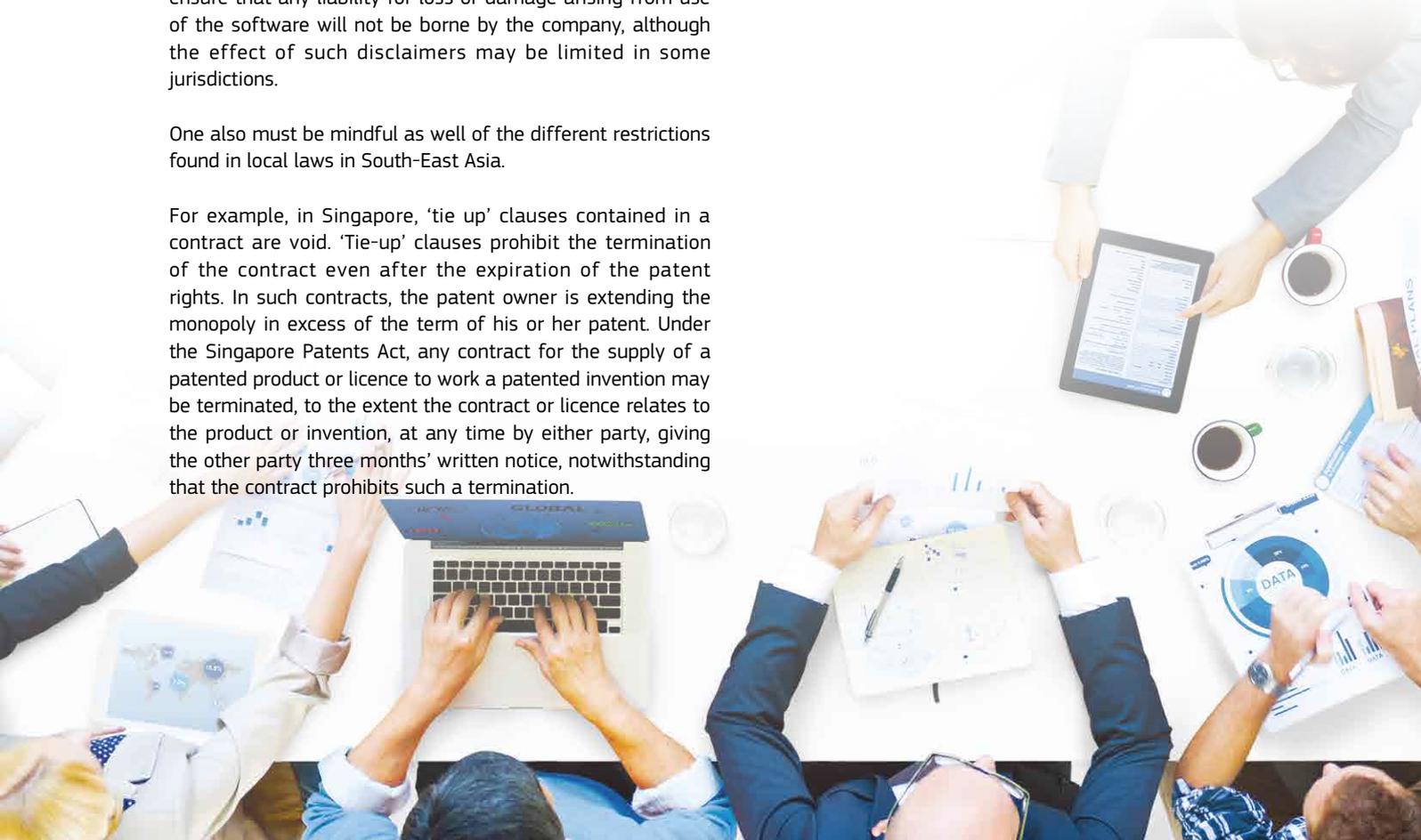
It is also important to provide for the terms and conditions of the termination of the license, providing for instances when there is misuse of the product. The usual circumstances that should be included/enumerated in licensing agreements include bankruptcy, material breach, insolvency, etc. Also, the license agreement must clearly set forth the fee payable, and the manner and frequency of payment. In some instances, support services may be separately chargeable, so this must be clearly set forth in the licensing agreement. There should also be clarity on the fees to be paid for upgrades on the product. Appropriate clauses may likewise be added to ensure that any liability for loss or damage arising from use of the software will not be borne by the company, although the effect of such disclaimers may be limited in some jurisdictions.

One also must be mindful as well of the different restrictions found in local laws in South-East Asia.

For example, in Singapore, 'tie up' clauses contained in a contract are void. 'Tie-up' clauses prohibit the termination of the contract even after the expiration of the patent rights. In such contracts, the patent owner is extending the monopoly in excess of the term of his or her patent. Under the Singapore Patents Act, any contract for the supply of a patented product or licence to work a patented invention may be terminated, to the extent the contract or licence relates to the product or invention, at any time by either party, giving the other party three months' written notice, notwithstanding that the contract prohibits such a termination.

As another example, in Vietnam, it is prohibited to include clauses in the contract that directly or indirectly restrict the licensee to export goods produced or services supplied under the industrial property object license contract to the territories where the licensor neither holds the respective industrial property right nor has the exclusive right to import such goods.

Some businesses often require users of the software products to sign or agree to an End User Licence Agreement (EULA) before users can use it. Generally, the assent of the user to the terms and conditions required by the software, prior to the use of or downloading of the software, is made by clicking either an "OK" or "Yes" or "I accept" key. These are sometimes called "shrink-wrap" or "click-wrap" agreements. These agreements contain terms and conditions for the use of the products, and are essentially meant to serve as binding contracts between the parties. In order to make sure that these agreements will be enforceable, businesses should consider the different requirements set by local laws for the validity of contracts, specifically, electronic contracts. For example, in Indonesia and the Philippines, online transactions via an electronic contract are generally binding upon the parties, provided that the online offeror must make available complete and true information about the terms, producer and products offered in the online transaction. Similarly, these types of agreements are generally enforceable in Singapore, and must comply with regulations surrounding the formation of contracts through online and electronic means. Special attention must also be directed at data protection and privacy laws, electronic transaction laws and consumer protection laws to determine validity.



## 4. SME Case Studies

### Case Study 1

#### Background

A company that has been granted a patent in Singapore ("Company A") sued a Singapore bank and the supplier of the credit card payment system for patent infringement. The two defendants countered by questioning the validity of the patent by arguing that the invention did not involve any inventive step.

In this case, the patent provided for a dynamic currency conversion for card payment systems. It claimed a data processing system for recognising the issuer of a credit card and determining the operating currency of the card issuer. The subject invention was about allowing the credit card holder to charge based on his home currency even when he is charging in a foreign country. The two defendants argue that, the use of the Bank Identification Number (BIN) for bank code comparison and currency association was no different from the use to which the BIN was already being put or for which it was already known, as at the priority date.

#### Outcome

The infringement claim was upheld following the dismissal of the invalidation claim against the patent.

The patent was found by the court of Singapore to be novel and inventive. The inventiveness was founded on the capability in the invention in identifying the card's operating currency through extracting information from the card (found in the BIN) which is part of the card number stated on the credit card.

At the material time, no other party had introduced an automatic system to implement the process of deciphering a payment card's operating currency. Although the step might have seemed, when all was said and done, trivial or very small, it was no less significant a step forward, a step which nobody else had taken before.

The automatic detection of a payment card's operating currency at the point of sale represented a clear advance on the state of the art at the priority date, which, at that time, only comprised of systems that required manual currency selection. A step must have been employed to effect that automation, and it was self-evident that that had to be a new technical step.

#### Lessons Learned

Simplicity in itself is not a bar to inventiveness, a main criteria for patentability.

In this case, Company A's patent rights to the dynamic currency conversion for card payment systems allowed the company to stop the Singapore bank and the supplier of the credit card payment system from using the invention without permission. No other forms of IP can be used to stop such unauthorised use of the invention.

## Case Study 2

### Background

Company A claimed the invention of a mass storage device designed to be portable and compact. Company A filed a patent application in Singapore, and thereafter, launched the product in an exhibition abroad. Several patent applications were likewise filed in several countries.

Based on its Singapore patent, Company A proceeded to sue for infringement against Company B (a company that manufactured a portable data storage device), as well as, Company C and D which were exclusive importers and distributors of Company B's products. Company B countered by suing Company A for groundless threat of patent infringement. Defendants likewise questioned the validity of the patent on the ground that there is lack of novelty and inventiveness in the invention, and misrepresentation concerning the inventorship and/or ownership of the patent.

### Outcome

It was found that Company B, C & D, infringed on Company A's patent rights.

The court reviewed the Company B's devices and held it was infringing as they failed to deny that these devices contain each and every element of the claims of the Company A's patent. The court found that Company B committed infringing acts when it had supplied to Company C and D the devices. Further, the court rejected

Company B's assertion that promotion of products on the website is not an offer to sell in Singapore. The court ruled that offering the products on its website, especially when they are stated to be available in the jurisdiction will constitute an offer to sell, and therefore will be considered as infringing acts.

On the allegations of lack of novelty, the court affirmed that there was indeed novelty for it was found that the prior art did not disclose an integrated mass storage device with an integrated plug. The entire subject matter of the patent comprises of a portable mass storage device with an integrated USB plug that directly plugs into the USB socket of a computer without a cable connection.

On the allegations of lack of inventive step, the court ruled that the patent was inventive, since the prior art did not lead the skilled addressee to view an integrated device as the obvious next step in the technology.

### Lessons Learned

EU SMEs should make a point to conduct clearance searches before entering a new market, not only through the actual physical market, but through online sales because offering products on a website, especially when they are stated to be available in a particular jurisdiction may constitute an offer to sell, and therefore may be considered as infringing act.





## 5. Take-Away Messages

- It may be worth considering whether patenting your software-related innovation is the best way to protect your product. The possibility and feasibility of using other types of intellectual property, such as copyright, industrial designs and trade secret protection, must also be considered.
- Carefully identify the essential part of your invention. Such exercise may help you assess what type of protection is needed and is available to you.
- It is very important to draft a good patent application, because once it is filed, the possibilities of amending it subsequently are not easily available. Drafting “claims” in the application is crucial, as the claims define the subject matter for which the applicant seeks patent protection. Once patented, the exclusive rights conferred by a patent can be enforced to the extent the invention is defined in the claims.
- Adopting a consistent branding strategy across all versions of a product may prove to be valuable, especially once patent rights have lapsed. Commercial value may be derived from the goodwill and reputation built through effective use of trade marks.
- Vigilance is required in ensuring that trade secrets are protected. At times, adopting a “first to market” approach may be more valuable rather than awaiting a lengthy process of patenting.
- Take advantage of available copyright registration mechanisms in some jurisdictions to facilitate proof of authorship and novelty.
- In entering into licensing agreements with customers and users, compliance with anti-competition laws should be ensured.

## 6. Glossary of Terms

- **ASEAN** - The Association of South-East Asian Nations is a regional organisation comprising ten Southeast Asian states which promotes intergovernmental cooperation and facilitates economic integration amongst its members. Since its formation on 8 August 1967 by Indonesia, Malaysia, the Philippines, Singapore, and Thailand, the organisation's membership has expanded to include Brunei, Cambodia, Laos, Myanmar, and Vietnam. Its principal aims include accelerating economic growth, social progress, and sociocultural evolution among its members, alongside the protection of regional stability and the provision of a mechanism for member countries to resolve differences peacefully.
- **Copyright** - copyright protection covers original creations in the literary (including software), musical and artistic domain, whatever the mode or form of expression.
- **Cumulative** - follow-on inventions are inventions building on earlier innovations.
- **Design** - external appearance/compositions of lines or colours or any three-dimensional forms which give a special appearance to a product.
- **Licensing Agreement** - a partnership between an intellectual property rights owner (licensor) and another who is authorized to use such rights (licensee) in exchange for an agreed payment (fee or royalty).
- **Non-obvious** - an invention must not be obvious to a person skilled in the art having regard to the prior art.
- **Patent** - a patent is an exclusive right granted for a product or a process that provides a new way of doing something or offers a new technical solution to a problem.
- **Trade mark** - a trade or service mark is a distinctive sign which identifies certain products or services as those produced or provided by a specific source/origin allowing the public to distinguish them from goods or services of others.
- **Trade Secret** - any confidential business information which provides an enterprise a competitive edge may be considered a trade secret.
- **Utility Models (Simple patents)** - the conditions for the registration of utility models are usually less stringent, the procedure for registration is faster and acquisition and maintenance fees are generally lower than those applicable to standard patents.

## 7. Related links and additional information

- Visit our Guides on Patent Protection in South-East Asia and Guide on Protecting Your Trade Secrets in South-East Asia – <http://www.southeastasia-iprhelpdesk.eu/en/helpdesk-guides>.
- 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](http://www.ipr-hub.eu)
- Visit the Helpdesk blog <http://www.yourIPinsider.eu> for related articles on IP in South-East Asia and China



## Free South-East Asia IP advice for European SMEs

- > **For more information and to discuss how we can work together, please contact us:**

Tel: +84 28 3825 8116 | Tel: +32 2 663 30 51  
 Email: [question@southeastasia-iprhelpdesk.eu](mailto:question@southeastasia-iprhelpdesk.eu)  
 Online: [www.ipr-hub.eu](http://www.ipr-hub.eu)

- > **If you have a question about protecting intellectual property in any South-East Asia country, please contact our free confidential helpline at:**

[question@southeastasia-iprhelpdesk.eu](mailto:question@southeastasia-iprhelpdesk.eu)

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