

# WIPO



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WORLD INTELLECTUAL PROPERTY ORGANIZATION  
GENEVA

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## WIPO COORDINATION COMMITTEE

**Forty-Fifth (31<sup>st</sup> Ordinary) Session**  
**Geneva, September 25 to October 3, 2000**

### APPROVAL OF AGREEMENTS WITH INTERGOVERNMENTAL ORGANIZATIONS

*Memorandum of the Director General*

#### I. INTRODUCTION

1. In accordance with Article 13(1) of the Convention Establishing the World Intellectual Property Organization, any agreement entered into with a view to establishing working relations and cooperation with other intergovernmental organizations shall be approved by the WIPO Coordination Committee.

#### II. COOPERATION AGREEMENT WITH THE ASIAN-AFRICAN LEGAL CONSULTATIVE COMMITTEE (AALCC)

2. The Director General of WIPO and the Secretary General of the Asian-African Legal Consultative Committee (AALCC) have prepared an agreement on the establishment of working relations and cooperation between WIPO and AALCC. The text of the Agreement between WIPO and AALCC is set forth in Annex I of the present document. In conformity with Article II of the Cooperation Agreement, AALCC has requested observer status in WIPO during the present sessions of the Assemblies of the Member States of WIPO (see document A/35/4, paragraph 5). Information about AALCC appears in Annex I, paragraph 1, of document A/35/4.

### III. MEMORANDUM OF UNDERSTANDING WITH THE LEAGUE OF ARAB STATES (LAS)

3. The Director General of WIPO and the Secretary General of the League of Arab States (LAS) have prepared a memorandum of understanding on the establishment of working relations and cooperation between WIPO and LAS. The text of the Memorandum of Understanding between WIPO and LAS is set forth in Annex II of the present document. In the November 1981 sessions of the Governing Bodies of WIPO and the Unions administered by WIPO, decisions were made which granted observer status to LAS in several of the said Governing Bodies (see documents AB/XII/5, paragraph 3, and AB/XII/21, paragraph 17). Information about LAS appears in Annex III Rev., paragraph 3, of document AB/XII/12.

### IV. COOPERATION AGREEMENT WITH THE *ORGANISATION INTERNATIONALE DE LA FRANCOPHONIE* (OIF)

4. The Director General of WIPO and the Secretary General of the *Organisation internationale de la Francophonie* (OIF) have prepared an agreement on the establishment of working relations and cooperation between WIPO and OIF. The text of the Agreement between WIPO and OIF is set forth in Annex III of the present document. In the sessions of the Governing Bodies of WIPO and the Unions administered by WIPO, decisions were made which granted observer status to the Agency for Cultural and Technical Cooperation (ACCT), that has changed its name to OIF (see document AB/X/17, paragraph 8, and AB/X/32, paragraph 14).

### V. COOPERATION AGREEMENT WITH THE *SECRETARÍA DE COOPERACIÓN IBEROAMERICANA* (SECIB)

5. The Director General of WIPO and the Secretary of Cooperation of the *Secretaría de Cooperación Iberoamericana* (SECIB) have prepared an agreement on the establishment of working relations and cooperation between WIPO and SECIB. The text of the Agreement between WIPO and SECIB is set forth in Annex IV of the present document. In conformity with Article I of the Cooperation Agreement, SECIB has requested observer status in WIPO during the present sessions of the Assemblies of the Member States of WIPO (see document A/35/4, paragraph 5). Information about SECIB appears in Annex I, paragraph 3, of document A/35/4.

### VI. COOPERATION AGREEMENT WITH THE INTERNATIONAL CRIMINAL POLICE ORGANIZATION (INTERPOL)

6. The Director General of WIPO and the Secretary General of the International Criminal Police Organization (INTERPOL) have prepared an agreement on the establishment of working relations and cooperation between WIPO and INTERPOL. The Executive Committee of INTERPOL adopted a decision on July 2, 2000, approving the Cooperation Agreement. The text of the Cooperation Agreement between WIPO and INTERPOL is set forth in Annex V of the present document. In the 1999 sessions of the Assemblies of the Member States of WIPO, decisions were made which granted observer status to INTERPOL (see documents A/34/10 Rev., paragraph 7 and A/34/16, paragraph 206). Information about INTERPOL appears in Annex I, paragraph 1, of document A/34/10 Rev.

*7. The Coordination Committee is invited to approve the Cooperation Agreement between WIPO and AALCC, the Memorandum of Understanding between WIPO and LAS, the Cooperation Agreement between WIPO and OIF, the Cooperation Agreement between WIPO and SECIB and the Cooperation Agreement between WIPO and INTERPOL set forth in Annexes I, II, III, IV and V respectively, of the present document.*

[Annexes follow]

ANNEX I

**COOPERATION AGREEMENT  
BETWEEN  
THE ASIAN-AFRICAN LEGAL CONSULTATIVE COMMITTEE (AALCC)  
AND  
THE WORLD INTELLECTUAL PROPERTY ORGANIZATION (WIPO)**

**ARTICLE I**

**Cooperation and Consultation**

The Asian-African Legal Consultative Committee (hereinafter referred to as “AALCC”) and the World Intellectual Property Organization (hereinafter referred to as “WIPO”), with a view to promoting the attainment of the objectives laid down by the Convention establishing WIPO and the Statutes and Statutory rules establishing AALCC, agree to act in close cooperation, on matters of mutual interest with a view to harmonizing their efforts towards greater effectiveness, as far as possible, having due regard to their respective objectives and functions.

**ARTICLE II**

**Representation**

1. AALCC shall be invited to participate, without the right to vote, in the deliberations of the Assembly and other bodies of WIPO on matters of particular concern to it.
2. WIPO shall be invited to participate, without the right to vote, in the deliberations of the Annual and Inter-sessional Meetings of the AALCC on matters of particular concern to it.

**ARTICLE III**

**Exchange of Information and Documents**

WIPO and AALCC shall undertake an exchange of relevant information and documents, subject to such restrictions and arrangements as may be considered necessary by either Party to preserve the confidential nature of certain information and documents.

**ARTICLE IV**

**Fields of Cooperation**

The fields to which cooperation shall relate, in the context set forth in Article I, shall include:

- (a) Updating information on the laws and regulations relating to intellectual property rights in the Asian and African region through mutual exchange of data and information;
- (b) Accessibility of information available with WIPO, including accessibility to the computerized database of WIPO's International Bureau containing laws and regulations;
- (c) To develop an intellectual property database within the AALCC Secretariat with the legal and technical assistance of WIPO;
- (d) Formulation of model intellectual property laws, guides and manuals to assist AALCC Member States;
- (e) Conducting periodically seminars, workshops and training programmes on the latest trends concerning the evolution of laws relating to intellectual property in the Asian and African region;
- (f) Cooperation between the WIPO Arbitration and Mediation Center and the Cairo, Kuala Lumpur, Tehran and Lagos Regional Centres for International Commercial Arbitration through the AALCC;
- (g) Any other area of cooperation decided upon by both WIPO and AALCC.

## ARTICLE V

### **Financial Implications**

1. Any minor and ordinary expenditure relating to the implementation of this Agreement shall be borne by the respective Party to the Agreement.
2. If the cooperation proposed by one of the Parties to the other in accordance with this Agreement entails expenditure beyond minor and ordinary expenditures, consultations shall be held between WIPO and AALCC to determine the availability of resources required, the most equitable way of meeting such expenditure and, if resources are not readily available, the most appropriate ways to obtain the necessary resources.

## ARTICLE VI

### **Implementation of the Agreement**

The Director General of WIPO and the Secretary General of AALCC may make the arrangements necessary for ensuring satisfactory implementation of this Agreement.

## ARTICLE VII

### **Modification of the Agreement**

The present Agreement may be modified by mutual consent expressed in writing.

## ARTICLE VIII

### Termination of the Agreement

Either Party may terminate this Agreement, subject to six month's written notice. If one of the Parties decides to terminate this Agreement the obligations previously entered into through projects being implemented under this Agreement shall not be affected thereby.

## ARTICLE IX

### Entry into Force

This Agreement shall enter into force upon signature by the Director General of WIPO and the Secretary General of AALCC, subject to the approval of the WIPO Coordination Committee.

For the Asian-African Legal  
Consultative Committee

For the World Intellectual  
Property Organization

\_\_\_\_\_  
Secretary-General

\_\_\_\_\_  
Director General

Wafik Zaher Kamil

Kamil Idris

\_\_\_\_\_  
(Place) (date)

\_\_\_\_\_  
(Place) (date)

[Annex II follows]

ANNEX II  
[English Text]

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE WORLD INTELLECTUAL PROPERTY ORGANIZATION (WIPO)  
AND THE LEAGUE OF ARAB STATES (LAS)**

**Preamble**

Whereas the World Intellectual Property Organization, hereinafter referred to as “WIPO,” an intergovernmental organization and a specialized agency of the United Nations system of organizations with its headquarters located in Geneva, Switzerland, established to promote the protection of intellectual property throughout the world;

Whereas the League of Arab States, hereinafter referred to as “LAS,” an Arab regional intergovernmental organization with its headquarters in Cairo, Egypt, established to strengthen the links between all Arab countries through the coordination of their respective policies in various fields, including intellectual property related matters;

Whereas WIPO and the LAS are desirous to contributing, within the general framework provided for in their respective constituent instruments, to the effective accomplishment in the Arab region of the objectives assigned to them, in light of their areas of competence and the responsibilities conferred upon them in these areas;

Now therefore WIPO and LAS have decided to sign a Memorandum of Understanding, hereinafter referred to as “MOU” to institutionalize cooperation between the two organizations and have agreed as follows.

**Cooperation**

1. WIPO and LAS, hereinafter also referred to as “the Parties,” with a view to promoting the attainment of the objectives laid down by the Convention establishing WIPO and the Charter establishing LAS, agree to act in close cooperation, on matters of mutual interest with a view to harmonizing their efforts towards greater effectiveness, as far as possible, having due regard to their respective objectives and functions.

**Representation**

2. LAS shall be invited, in accordance with its observer status at WIPO, and when applicable, to participate, without the right to vote, in the meetings of those Assemblies of Member States of WIPO, diplomatic conferences and other meetings organized by WIPO, the work which is of particular concern to it.

WIPO shall be invited to participate, without the right to vote, in the meetings of the LAS organs on matters of particular concern to it, in accordance with the rules of procedure of each organ.

### **Fields of Cooperation**

3. The fields of cooperation shall relate to the following:

(a) Exchange of relevant information and documents, subject to such restrictions and arrangements as may be considered necessary by either Party to preserve the confidential nature of certain information and documents, including the updating of information on the laws and regulations relating to intellectual property rights in the LAS region;

(b) Preparation and publication of studies, information and reference material in Arabic on various aspects of intellectual property to be used in government circles, educational institutions and in the private sector;

(c) Promotion of greater sub-regional and regional cooperation among Arab countries in the field of intellectual property, with emphasis on the exchange of information and experience on legal and administrative reforms, and incentive frameworks adopted by governments for intellectual property promotion and orientation of the intellectual property system to support policies in the fields of technological, economic and social development;

(d) Organizing and convening joint conferences, seminars, exhibitions, workshops and training programs on intellectual property related matters for staff of national administrations in charge of intellectual property matters, as well as for legislators, members of the judiciary, police and customs officials involved in the enforcement of intellectual property laws, and end-users in industry, trade, research and development institutions and universities;

(e) Any other area of cooperation decided upon by both WIPO and LAS.

### **Consultations Between the Two Organizations**

4. In order to maintain close and strengthened relations between WIPO and LAS, the representatives of the two Organizations shall meet periodically in Geneva and/or Cairo in order to undertake a review and make such recommendations as may be appropriate with a view to promoting coordination, consultation and cooperation between the two Organizations.

For the purpose of consultations, the Permanent Delegation of the LAS to the United Nations Office at Geneva shall be the focal point.

### **Financial Implications**

5. Any minor and ordinary expenditure relating to the implementation of this MOU shall be borne by the respective Party to the MOU.

If the cooperation proposed by one of the Parties to the other in accordance with this MOU entails expenditure beyond minor and ordinary expenditures, consultations shall be held between WIPO and LAS to determine the availability of resources required, the most equitable way of meeting such expenditure and, if resources are not readily available, the most appropriate ways to obtain the necessary resources.



**Implementation of the MOU**

6. The Director General of WIPO and the Secretary General of LAS may make the arrangements necessary for ensuring satisfactory implementation of this MOU.

**Modification of the MOU**

7. The present MOU may be modified by mutual consent expressed in writing.

**Termination of the MOU**

8. Either Party may terminate this MOU, subject to six month's written notice. If one of the Parties decides to terminate this MOU, the obligations previously entered into through projects being implemented under this MOU shall not be affected thereby.

**Entry into Force**

9. This MOU shall enter into force upon the signature of the Secretary General of LAS and the Director General of WIPO, subject to the approval of the WIPO Coordination Committee.

IN WITNESS WHEREOF this MOU has been signed in two originals in Arabic and in English, both texts being equally authentic.

For the League of Arab States

For the World Intellectual  
Property Organization

\_\_\_\_\_  
Secretary-General

\_\_\_\_\_  
Director General

Ahmed Esmat Abdel Meguid

Kamil Idris

Cairo (date)

Cairo (date)

[Annex II (Arabic Text) follows]

STANDARD COOPERATION AGREEMENT

BETWEEN

THE *ORGANISATION INTERNATIONALE DE LA FRANCOPHONIE* (OIF)

AND

THE WORLD INTELLECTUAL PROPERTY ORGANIZATION (WIPO)

**Whereas** the OIF includes among its objectives assisting in the intensification of dialogue between cultures and civilizations, the bringing together of peoples through their mutual acquaintance and the strengthening of their solidarity by acts of multilateral cooperation designed to promote the expansion of their economies, subject to respect for the sovereignty of States, their languages and their cultures,

**Whereas** WIPO has as its aim the promotion throughout the world of intellectual property, in the form of industrial property and in that of copyright and related rights, through cooperation between States and where appropriate in collaboration with any other international organization,

**Considering** the large number of member countries and the common areas of action of the OIF and WIPO,

**Mindful** of the need to promote intellectual works and creativeness by reconciling the demands of culture and the realities of economics,

**Recalling** the institutional relations that for many years have existed between the two Organizations,

**Desiring** to pursue and strengthen their collaboration in order thereby to increase the effectiveness of their individual activities and more successfully attain their common objectives for the benefit of their members,

**Agree** to develop and coordinate their work of mutual information, consultation and cooperation within the framework of the provisions below.

## **ARTICLE I**

### **Exchange of Information**

1. Subject to such provisions as may appear necessary for the safeguarding of the confidentiality of certain documents, the OIF and WIPO shall engage in regular exchanges of information and publications and of any document pertaining to matters of common concern, in such a way as to promote the expansion of their activities. The manner in which those exchanges are organized shall be defined jointly by the parties.

2. WIPO shall be invited to send representatives to the institutional or technical meetings of the OIF whenever those meetings relate to programs or matters of common interest, on conditions determined by their rules of procedure. Similarly, the OIF shall be invited to send representatives to attend the institutional or technical meetings of WIPO in an observer capacity whenever those meetings relate to programs or matters of common interest, on conditions determined by their rules of procedure.

## **ARTICLE II**

### **Consultation**

1. A Joint Committee may be set up, in which case the OIF members shall be designated by the Secretary-General of the OIF and the WIPO members by the Director General of WIPO. The procedure for the organization of the Committee's meetings and the content of its work shall be defined jointly by the parties.

2. The OIF shall inform WIPO of projects pursuing joint objectives for which it wishes to have the latter's cooperation; similarly, WIPO shall inform the OIF of projects pursuing common objectives for which it wishes to have the latter's cooperation.

## **ARTICLE III**

### **Cooperation**

1. In the course of their individual programming work, WIPO and the OIF may agree to develop and conduct joint cooperation activities, particularly in the following fields:

- Important cultural conferences and events of the French-speaking world at both world and regional level;
- The promotion of intellectual property and the treaties relating thereto, in the interest of the economic and social development of the countries concerned;
- Technical cooperation with the least developed countries (LDCs) and developing countries of the French-speaking world with respect to copyright and related rights, and more generally in the field of intellectual property;

- Exchanges on major trends and developments and international debates on the subject of intellectual property.
2. The development and implementation of joint activities in areas of common interest shall be the subject of special arrangements which set out the practical, technical and financial aspects of the participation of each party, and the visibility of which shall be duly ensured.
  3. Minor and routine expenditure relating to the implementation of this Agreement shall be borne by each Organization as far as it is concerned. Any other obligation, activity or expenditure that one of the parties might wish to undertake by virtue of this Agreement shall be the subject of consultations between WIPO and the OIF with a view to determining the availability of the necessary funds, the best means of sharing the financial burden and, if the funds are not available, the best means of obtaining them.

#### **ARTICLE IV**

##### **Implementing Provisions**

1. The Secretary General of the OIF and the Director General of WIPO shall consult each other as necessary on questions relating to this Agreement. They may agree on additional administrative provisions for the implementation thereof.
2. This Agreement shall enter into force on the date of its signature by the duly authorized representatives of both institutions, subject to the approval of the WIPO Coordination Committee.
3. This Agreement may not be amended without the formal consent of both parties; any amendment shall enter into force three months after the date of such consent.
4. Each of the parties may terminate this Agreement by serving six months' notice in writing on the other party. Denunciation of this Agreement by either party shall in no way alter obligations previously assumed.
5. Each of the parties shall apply this Agreement according to its rules and regulations and the decisions of its competent bodies.
6. Any dispute regarding the interpretation or application of this Agreement shall be amicably settled by the parties.

**In Witness Whereof**, the representatives of the OIF and WIPO have signed this Agreement in two French originals, both originals being equally authentic.

Done at ....., on ....., 2000

For  
the *Organisation internationale de la  
Francophonie* (OIF)

For  
the World Intellectual Property  
Organization (WIPO)

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Boutros BOUTROS-GHALI  
Secretary-General

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Kamil Idris  
Director General

[Annex IV follows]

ANNEX IV  
[Translation]

**BASIC COOPERATION AGREEMENT**  
**BETWEEN**  
**THE INTERNATIONAL BUREAU OF THE WORLD INTELLECTUAL PROPERTY**  
**ORGANIZATION (WIPO)**  
**AND**  
**THE SECRETARÍA DE COOPERACIÓN IBEROAMERICANA (SECIB)**

Preamble

WHEREAS the International Bureau of the World Intellectual Property Organization (hereinafter the International Bureau of WIPO) and the the *Secretaría de Cooperación Iberoamericana* (SECIB) wish to facilitate, through close cooperation and consultation between them, the achievement of the objectives contained in the constituent instruments of the World Intellectual Property Organization and the *Secretaría de Cooperación Iberoamericana* respectively,

The International Bureau of WIPO and SECIB HAVE DECIDED to enter into this Agreement with a view to the establishment of working and cooperative relations, and to that end they agree as follows:

Article 1

Invitations to Established Bodies

The International Bureau of WIPO and SECIB shall send each other invitations to participate in meetings organized by them individually on matters of common interest, and may jointly sponsor such meetings where they see fit.

Article 2

Cooperation in the Organization of Meetings

Where it is considered appropriate, the Organization of meetings on issues relating to the protection and promotion of intellectual property and related subjects may entail cooperation between the International Bureau of WIPO and SECIB. The extent of such cooperation and participation shall be subject to agreement in each case, due regard being had to any resolution that may have been approved on that particular issue by the Organization responsible for convening the meeting.

Article 3

Exchange of Information and Documents

(1) Subject to such agreements as may be considered necessary to safeguard the restricted or confidential nature of certain information or documents, the International Bureau of WIPO and SECIB shall keep each other informed of the progress of work on matters concerning the protection and promotion of intellectual property and related matters. Likewise they shall exchange any information on the matters in question that especially involves Ibero-American countries.

(2) Subject to such agreements as may be considered necessary to safeguard the restricted or confidential nature of certain documents, the International Bureau of WIPO and SECIB shall supply the other Organization free of charge with the documents on meetings held by them that may be of interest to it. Where such meetings are held jointly by WIPO or SECIB and another organization, the agreement of that other organization shall likewise be necessary for the documents to be supplied.

Article 4

Exchange of Periodicals and Other Publications

The International Bureau of WIPO and SECIB shall make the appropriate arrangements for supplying the other organization free of charge with copies of their periodicals and other publications that may be of interest to it.

Article 5

Special Services and Technical Cooperation

Where SECIB wishes to avail itself of the special services, assistance or technical cooperation of the International Bureau of WIPO, the Secretary for Ibero-American Cooperation shall inform the Director General of WIPO accordingly. The International Bureau of WIPO and SECIB shall consult each other with a view to jointly devising a detailed plan of action.

Article 6

Supplementary Agreements and Administrative Arrangements

Within the framework of this Agreement, supplementary agreements for its implementation or administrative arrangements may be made between the Director General of WIPO and the Secretary for Ibero-American Cooperation in order to ensure effective collaboration and coordination between the two bodies where the development of issues of common interest to both Organizations, such as specific programs or projects of common interest to all or some of their member countries, makes close cooperation between the International Bureau of WIPO and SECIB advisable.

Article 7

Amendment and Revision

This Agreement may be amended or revised by agreement between the parties. Any amendment or revision shall enter into force in the same way as this Agreement.

Article 8

Termination

- 1) Either party may terminate this Agreement by formally notifying its wish to the other party.
- (2) The termination of this Agreement shall come into effect when six months have elapsed following the date of the formal notification, except where the two Organizations agree on another date.

Article 9

Financial Implications

- (1) Any expense of negligible amount and routine character arising from the implementation of this Agreement shall be borne by the party concerned.
- (2) Where within the framework of this Agreement the cooperation proposed by one of the parties to the other has financial implications that exceed expenses of negligible amount and routine character, the International Bureau of WIPO and SECIB shall engage in consultations in order to establish the availability of the required financial resources, the most equitable manner of defraying the expenditure and, should resources not be readily available, the most appropriate means of securing the necessary funds.

Article 10

Entry into Force

This Agreement shall enter into force on the day on which it is signed by the Director General of WIPO and the Secretary for Ibero-American Cooperation, subject to approval by the Coordination Committee of WIPO.



IN WITNESS WHEREOF, the undersigned, duly authorized thereto, affix their subjects on two originals of this Agreement.

DONE in Geneva [and in Madrid] on \_\_\_\_\_, 2000

For the International Bureau of the  
World Intellectual Property Organization  
(WIPO)

For the *Secretaría de Cooperación  
Iberoamericana* (SECIB)

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Kamil Idris  
Director General

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Jorge Alberto Lozoya  
Secretary for Cooperation

[Annex IV (Spanish Text) follows]

ANNEX IV  
[Spanish Text]

**ACUERDO BÁSICO DE COOPERACIÓN**  
**ENTRE LA OFICINA INTERNACIONAL DE LA**  
**ORGANIZACIÓN MUNDIAL DE LA PROPIEDAD INTELECTUAL (OMPI)**  
**Y**  
**LA SECRETARÍA DE COOPERACIÓN IBEROAMERICANA (SECIB)**

Preámbulo

POR CUANTO la Oficina Internacional de la Organización Mundial de la Propiedad Intelectual (denominada en adelante Oficina Internacional de la OMPI) y la Secretaría de Cooperación Iberoamericana (SECIB) desean facilitar, mediante una estrecha cooperación y consulta entre ellas, el logro de los objetivos contenidos respectivamente en los instrumentos constituyentes de la Organización Mundial de la Propiedad Intelectual (OMPI) y la Secretaría de Cooperación Iberoamericana.

EN CONSECUENCIA, la Oficina Internacional de la OMPI y la Secretaría de Cooperación Iberoamericana han decidido concertar este Acuerdo, con el objeto de establecer relaciones de trabajo y cooperación y, para el efecto, acuerdan lo siguiente:

Artículo 1

Invitaciones a órganos establecidos

La Oficina Internacional de la OMPI y la Secretaría de Cooperación Iberoamericana se cursarán invitaciones para participar en las reuniones organizadas por una u otra sobre temas de interés común y podrán copatrocinarlas cuando lo estimen oportuno.

Artículo 2

Cooperación en la organización de reuniones

En los casos en que se considere apropiado, la organización de reuniones relacionadas con cuestiones relativas a la protección y promoción de la propiedad intelectual y temas conexos, podrá requerir la cooperación entre la Oficina Internacional de la OMPI y la Secretaría de Cooperación Iberoamericana. El alcance de esa cooperación y participación será objeto de acuerdos en cada caso, teniendo en cuenta cualquier resolución que, sobre el particular, haya sido aprobada por la Organización responsable de convocar la reunión.

### Artículo 3

#### Intercambio de información y documentos

1. Con sujeción a los acuerdos que puedan considerarse necesarios, para salvaguardar el carácter restringido o confidencial de informaciones o documentos determinados, la Oficina Internacional de la OMPI y la Secretaría de Cooperación Iberoamericana se mantendrán mutuamente informadas del progreso de los trabajos sobre cuestiones relativas a la protección y promoción de la propiedad intelectual y temas conexos. Asimismo, se comunicarán recíprocamente cualquier información que especialmente involucre en las materias citadas a los países iberoamericanos.
2. Con sujeción a los acuerdos que puedan considerarse necesarios para salvaguardar el carácter restringido o confidencial de documentos determinados, la Oficina Internacional de la OMPI y la Secretaría de Cooperación Iberoamericana se proporcionarán gratuitamente los documentos relativos a las reuniones que celebren y que puedan ser de interés para la otra Organización. Cuando dichas reuniones se celebren conjuntamente por la OMPI o la SECIB con otra organización, también será necesario el acuerdo de esta última para el suministro de los documentos.

### Artículo 4

#### Intercambio de revistas y otras publicaciones

La Oficina Internacional de la OMPI y la Secretaría de Cooperación Iberoamericana tomarán las medidas adecuadas para proporcionarse mutuamente, con carácter gratuito, ejemplares de sus revistas y otras publicaciones que puedan ser de interés para la otra Organización.

### Artículo 5

#### Servicios especiales y cooperación técnica

Si la Secretaría de Cooperación Iberoamericana deseara disponer de los servicios especiales, asesoramiento o cooperación técnica de la Oficina Internacional de la OMPI, el Secretario de Cooperación Iberoamericana lo comunicará al Director General de la OMPI. La Oficina Internacional de la OMPI y la Secretaría de Cooperación Iberoamericana se consultarán para establecer conjuntamente un plan de acción detallado.

### Artículo 6

#### Acuerdos suplementarios y arreglos administrativos

En el marco de este Acuerdo, podrán concretarse acuerdos suplementarios para su ejecución o arreglos administrativos entre el Director General de la OMPI y el Secretario de Cooperación Iberoamericana para garantizar la colaboración y la coordinación efectiva entre ambas instituciones cuando el desarrollo de las cuestiones de interés común para ambas Organizaciones, tales como programas o proyectos específicos de interés común para todos o

algunos países miembros, haga aconsejable el establecimiento de una estrecha cooperación entre la Oficina Internacional de la OMPI y la Secretaría de Cooperación Iberoamericana.

#### Artículo 7

##### Modificación y revisión

El presente Acuerdo podrá ser modificado o revisado por acuerdo entre las Partes. Toda enmienda o revisión entrará en vigor de la misma forma que este Acuerdo.

#### Artículo 8

##### Terminación

1. Cualquiera de las Partes podrá dar por terminado el presente Acuerdo, comunicando formalmente su deseo a la otra.
2. La terminación del presente Acuerdo se operará una vez transcurridos seis meses desde la fecha de la comunicación formal, salvo que la dos Organizaciones acuerden una fecha diferente.

#### Artículo 9

##### Implicaciones financieras

1. Cualquier gasto de menor cuantía y ordinario procedente de la ejecución del presente Acuerdo será sostenido por la correspondiente Parte.
2. Si en el marco del presente Acuerdo la cooperación propuesta por una de las Partes a la otra conllevase implicaciones financieras más allá de los gastos de menor cuantía y ordinarios, la Oficina Internacional de la OMPI y la Secretaría de Cooperación Iberoamericana mantendrán consultas para determinar la disponibilidad de los recursos financieros requeridos, la forma más equitativa de hacer frente a dichos gastos y, si los recursos no estuvieran disponibles fácilmente, la forma más apropiada para obtener los recursos necesarios.

Artículo 10

Entrada en vigor

El presente Acuerdo entrará en vigor el día en que sea suscrito por el Director General de la OMPI y por el Secretario de Cooperación Iberoamericana, sujeto a la aprobación del Comité de Coordinación de la OMPI.

EN FE DE LO CUAL, los abajo firmantes, debidamente autorizados para el efecto, estampan sus firmas en dos originales del presente Acuerdo.

DADO en Ginebra [y en Madrid], el        de        de 2000.

Por la Oficina Internacional de la  
Organización Mundial de la Propiedad  
Intelectual (OMPI)

Por la Secretaría de Cooperación  
Iberoamericana (SECIB)

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Kamil Idris  
Director General

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Jorge Alberto Lozoya  
Secretario de Cooperación

[Annex V follows]

ANNEX V

**COOPERATION AGREEMENT**  
**BETWEEN**  
**INTERNATIONAL CRIMINAL POLICE ORGANIZATION (INTERPOL)**  
**AND**  
**THE WORLD INTELLECTUAL PROPERTY ORGANIZATION (WIPO)**

**Preamble**

The International Criminal Police Organization – Interpol (hereinafter referred to as INTERPOL)

And

The World Intellectual Property Organization (hereinafter referred to as WIPO),

Wishing to coordinate their efforts within the framework of the missions assigned to them,

Recognizing that INTERPOL is responsible for ensuring and promoting the widest possible mutual assistance between all the criminal police authorities within the limits of the laws existing in the different countries and in the spirit of the Universal Declaration of Human Rights,

Recognizing that WIPO's objective is to promote the protection of intellectual property through cooperation among States and, where appropriate, in collaboration with any other international organization,

Recognizing the desirability of INTERPOL's cooperating with WIPO in combating willful infringement of intellectual property rights,

Have agreed on the following:

**Article 1**

**Mutual consultation**

1. INTERPOL and WIPO shall consult regularly on policy issues and matters of common interest for the purpose of realizing their objective and coordinating their respective activities.
2. INTERPOL and WIPO shall exchange information on developments in any of their fields and projects that are of mutual interest and shall reciprocally take observations concerning such activities into consideration with a view to promoting effective cooperation.
3. When appropriate, consultation shall be arranged at the required level between representatives of WIPO and INTERPOL to agree upon the most effective way in which to

organize particular activities and to optimize the use of their resources in compliance with their respective mandates.

## **Article 2**

### **Exchange of information**

1. INTERPOL and WIPO shall combine their efforts to achieve the best use of all available information relevant to the protection of intellectual property and the fight against willful infringement of intellectual property rights.
2. Subject to such arrangements as may be necessary for the safeguarding of confidential information, INTERPOL and WIPO shall ensure full and prompt exchange of information and documents concerning matters of common interest.
3. Communication of police information by INTERPOL to WIPO shall be subject to INTERPOL's internal regulations. If an item of information communicated by INTERPOL to WIPO is modified or deleted, INTERPOL shall inform WIPO so that the latter may keep its own archives up-to-date. INTERPOL shall not be liable in the event that the use by WIPO of an item of information is prejudicial to an individual's or entity's interests, if INTERPOL has informed WIPO that that item of information has been modified or deleted. Police information communicated by INTERPOL to WIPO shall be used by WIPO exclusively for the purposes of prevention or suppression of transnational ordinary law crime, with due respect for national laws and international treaties.
4. Communication of information by WIPO to INTERPOL shall be subject to the provisions of the WIPO's internal regulations.

## **Article 3**

### **Reciprocal representation**

1. Arrangement shall be made for reciprocal representation by Observers from INTERPOL and WIPO at meetings that are convened under their respective auspices and which consider matters in which the other party has an interest or technical competence.
2. The Director General of WIPO and the Secretary General of INTERPOL shall each designate a person to act as a focal point with a view to ensuring the implementation of the provisions of the present Cooperation Agreement.

## **Article 4**

### **Technical cooperation**

1. INTERPOL and WIPO shall, in the interest of their respective activities, seek each other's expertise to optimize the effects of such activities.
2. WIPO shall review, at INTERPOL's request, projects at national, regional and global levels in order to provide comments and suggestions appropriate to its domain of expertise.

3. By mutual agreement, WIPO shall associate itself in the development and execution of programmes, projects and activities relating particularly to willful infringement of intellectual property rights.
4. Joint activities to be conducted under the present Cooperation Agreement shall be subject to the approval of individual project documents by both parties and shall be monitored under an agreed mechanism.
5. INTERPOL and WIPO shall cooperate in evaluating such programmes, projects and activities as have common interest, subject to mutual agreement on a case-by-case basis.

#### **Article 5**

##### **Personnel arrangements**

Subject to their relevant internal regulations, WIPO and INTERPOL shall examine the possibility of organizing the exchange of personnel on a temporary basis. They will enter into special arrangements, if necessary, for that purpose.

#### **Article 6**

##### **Entry into force, modification and duration**

1. The present Cooperation Agreement shall enter into force on the date on which it is signed by the Secretary General of INTERPOL and the Director General of WIPO, subject to the approval of the INTERPOL Executive Committee and of the WIPO Coordination Committee.
2. The present Cooperation Agreement may be modified by mutual consent expressed in writing. It may also be revoked by either party by giving six months' notice to the other party.

In witness whereof, the Secretary General of the International Criminal Police Organization – INTERPOL and the Director General of the World Intellectual Property Organization have signed the present Cooperation Agreement in duplicate, in English and French, both texts being equally authentic, on the dates appearing under their respective signatures.

For the ICPO-INTERPOL:

For the World Intellectual Property  
Organization:

Raymond E. Kendall  
Secretary General

Kamil Idris  
Director General

Date:

Date:

[End of Annex V and of document]