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WORLD INTELLECTUAL PROPERTY ORGANIZATION
GENEVA

WIPO COORDINATION COMMITTEE
Forty-Eighth (33rd Ordinary) Session
Geneva, September 23 to October 1, 2002

**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. MEMORANDUM OF COOPERATION BETWEEN THE SECRETARIAT OF THE
CONVENTION ON BIOLOGICAL DIVERSITY AND WIPO**

2. The Director General of WIPO and the Executive Secretary of the Secretariat of the Convention on Biological Diversity (CBD) have prepared a memorandum of cooperation to enhance cooperation between the CBD Secretariat and WIPO on intellectual property issues concerning access to genetic resources and benefit-sharing and the protection of the knowledge, innovations and practices of indigenous and local communities embodying traditional lifestyles relevant for the conservation and sustainable use of biological diversity. The text of the Memorandum of Cooperation between WIPO and the CBD Secretariat is set forth in Annex I of the present document.

III. MEMORANDUM OF UNDERSTANDING BETWEEN WIPO AND 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 to act in close cooperation, on matters of mutual interest with a view to harmonizing their efforts towards greater effectiveness. The text of the Memorandum between WIPO and the LAS is set forth in Annex II of the present document.

IV. MEMORANDUM OF UNDERSTANDING BETWEEN WIPO AND THE ARAB ORGANIZATION FOR AGRICULTURAL DEVELOPMENT (AOAD)

4. The Director General of WIPO and the Director General of the *Arab Organization for Agricultural Development* (the AOAD) have prepared a memorandum of understanding to act in close cooperation in areas of protection of agricultural and agro-industry intellectual property. The text of the Agreement between WIPO and the AOAD is set forth in Annex III of the present document.

V. MEMORANDUM OF UNDERSTANDING BETWEEN WIPO AND THE ISLAMIC DEVELOPMENT BANK (IDB)

5. The Director General of WIPO and the President of the *Islamic Development Bank* (IDB) have prepared a memorandum of understanding to act in close cooperation and consultation with each other to attain the objectives set forth in their respective constituent instruments. The text of the Agreement between WIPO and the IDB is set forth in Annex IV of the present document.

VI. COOPERATION AGREEMENT BETWEEN WIPO AND THE ORGANIZATION OF EASTERN CARIBBEAN STATES (OECS)

6. The Director General of WIPO and the Director General of the *Organization of Eastern Caribbean States* (the OECS) have prepared an agreement on the establishment of working relations and cooperation between WIPO and the OECS. The text of the Agreement between WIPO and OECS is set forth in Annex V of the present document.

VII. COOPERATION AGREEMENT BETWEEN WIPO AND THE SECRETARIAT OF THE COMMUNITY OF PORTUGUESE-SPEAKING COUNTRIES (CPLP)

7. The Director General of WIPO and the Executive Secretary of the *Secretariat of the Community of Portuguese-Speaking Countries* (CPLP) have prepared an agreement with a view to developing their working relationship and cooperation activities. The text of the Agreement between WIPO and the CPLP is set forth in Annex VI of the present document.

8. *The Coordination Committee is invited to approve the Memorandum of Cooperation between WIPO and the CBD Secretariat, the Memorandum of Understanding between WIPO and the LAS, the Memorandum of Understanding between WIPO and the AOAD, and the Memorandum of Understanding between WIPO and the IDB, as well as the Cooperation Agreement between WIPO and the OECS, and the Cooperation Agreement between WIPO and the CPLP, set forth in Annexes I, II, III, IV, V and VI, respectively, of the present document.*

[Annexes follow]

ANNEXI

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SECRETARIAT OF THE CONVENTION ON BIOLOGICAL DIVERSITY
AND
THE WORLD INTELLECTUAL PROPERTY ORGANIZATION (WIPO)

The Secretariat of the Convention on Biological Diversity (hereinafter “the CBD Secretariat”) and the World Intellectual Property Organization (hereinafter “WIPO”),

Recognising the role of WIPO in promoting the protection of intellectual property and the progressive development and application of international norms and standards in this field,

Recognising the role of the Convention on Biological Diversity in promoting the conservation of biological diversity, the sustainable use of its components and the fair and equitable sharing of benefits arising out of the utilization of genetic resources,

Recalling paragraph 5 of Article 16 of the Convention on Biological Diversity in which the Contracting Parties recognized that patents and other intellectual property rights may have an influence on the implementation of the Convention and undertook to cooperate with each other, subject to national legislation and international law, in order to ensure that such rights are supportive of and do not run counter to its objectives,

Recalling decision IV/9 by which the Conference of the Parties to the Convention on Biological Diversity requested the Executive Secretary to seek ways, including the possibility of negotiating a memorandum of understanding with WIPO, to enhance cooperation between the Convention on Biological Diversity and WIPO and decision V/26(B)(3) by which the Conference of the Parties requested the Executive Secretary to endeavor to undertake further cooperation and consultation with WIPO on issues regarding intellectual property rights and relevant provisions of the Convention,

Recalling decision V/26(A)(15)(e) by which the Conference of the Parties invited relevant international organizations, including WIPO, to analyse issues of intellectual property rights as they relate to access to genetic resources and benefit-sharing, and requested WIPO, among others, to initiate work on intellectual property rights issues, to take due account of relevant provisions of the Convention, including the impact of intellectual property rights on the conservation and sustainable use of biological diversity, and in particular the value of knowledge, innovations and practices of indigenous and local communities embodying traditional lifestyles relevant to the conservation and sustainable use of biological diversity,

Recalling the decision adopted by the twenty-sixth session of the WIPO General Assembly on 3 October 2000 establishing the Intergovernmental Committee on Intellectual Property and Genetic Resources, Traditional Knowledge and Folklore as a forum to facilitate discussions regarding intellectual property issues that arise in the context of (i) access to genetic resources and benefit sharing; (ii) protection of traditional knowledge, whether or not associated with those resources; and (iii) the protection of expressions of folklore,

Recalling the indication by the WIPO Intergovernmental Committee on Intellectual Property and Genetic Resources, Traditional Knowledge and Folklore, that WIPO should address the intellectual property issues before the Intergovernmental Committee in conjunction with the CBD Secretariat and the Secretariat of the Food and Agriculture Organization of the United Nations, to ensure that WIPO's work continues to be consistent with and complementary to the work being done by those Organizations;

Recognizing the need to enhance the mutually supportive relationship between WIPO and the convention on biological diversity by establishing appropriate arrangements for cooperation between them on these issues,

Have agreed as follows:

ARTICLE I

Objective

The objective of the present Memorandum of Understanding (hereinafter "the Memorandum") is to enhance cooperation between the CBD Secretariat and WIPO on intellectual property issues concerning access to genetic resources and benefit-sharing and the protection of the knowledge, innovations and practices of indigenous and local communities embodying traditional lifestyles relevant for the conservation and sustainable use of biological diversity.

ARTICLE II

Institutional Cooperation

1. The CBD Secretariat and WIPO will cooperate in undertaking their respective activities dealing with access to genetic resources and benefit-sharing and the protection of the knowledge, innovations and practices of indigenous and local communities embodying traditional lifestyles relevant for the conservation and sustainable use of biological diversity.
2. The CBD Secretariat and WIPO will, upon request and subject to the approval of their competent subsidiary bodies, undertake studies and provide other technical inputs in writing to the governing or competent subsidiary bodies of the requesting Party on issues within their areas of competence, as necessary for the advancement of their respective programs of work.
3. The CBD Secretariat and WIPO will, as far as possible, ensure respective participation at meetings organized by them, including, as appropriate, making presentations at such meetings and providing their expertise and inputs in the preparation of documentation for such meetings.
4. The CBD Secretariat and WIPO will mutually support one another in the undertaking and promotion of activities and projects relevant to their respective mandates, for instance in
 - (a) the compilation of an inventory of existing traditional knowledge-related periodicals which document disclosed traditional knowledge, with a view to improving the availability of disclosed traditional knowledge as prior art;

(b) the compilation and making available of an electronic database of intellectual property-related contract clauses and practices concerning access to genetic resources and benefit-sharing;

(c) the compilation and making available of an inventory of existing online databases containing documentation data of disclosed traditional knowledge.

5. The CBD Secretariat and the International Bureau will cooperate as appropriate in undertaking the capacity building and awareness raising activities contained in their respective work programs, for instance in the organizing of workshops, seminars and other events on intellectual property, genetic resources and traditional knowledge.

ARTICLE III

Exchange of Information

1. The CBD Secretariat and WIPO will exchange, free of charge, information regarding activities of relevance to their respective mandates and on joint activities undertaken within the framework of this Memorandum, and will notify each other of decisions taken by their respective governing and subsidiary bodies, as appropriate, on issues of mutual concern.

2. The CBD Secretariat and WIPO will facilitate the exchange of information concerning relevant activities of their respective work programs by linking their Internet web pages which contain information on these activities.

3. The Contracting Parties to the CBD and nationals of the Contracting Parties of the CBD will have access, on the same terms as apply to the Member States of WIPO and nationals of the Member States of WIPO, respectively, to the computerized database of WIPO which contains intellectual property-related laws and regulations and multi-lateral treaties, and which is accessible free of charge on the WIPO Website.

4. The Member States of WIPO and nationals of the Member States of WIPO will have access, on the same terms as apply to Contracting Parties to the CBD and nationals of the Contracting Parties of the CBD, respectively, to any computerized database on the Clearing House Mechanism of the CBD and the Biosafety Clearing House of the Cartagena Protocol on Biosafety containing laws and regulations.

ARTICLE IV

Reporting and Further Guidance

The CBD Secretariat and WIPO will report to their respective governing bodies and subsidiary bodies, as appropriate, on progress made in the implementation of this Memorandum and seek further guidance from such bodies, as appropriate, regarding their areas of cooperation.

ARTICLE V

Financial Implications

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

ARTICLE VI

Entry into Force, Review and Termination

1. This Memorandum will enter into force upon signature by the Executive Secretary of the Convention on Biological Diversity and the Director General of WIPO, and subject to the subsequent approval of the WIPO Coordination Committee.
2. This Memorandum may be reviewed and amended by mutual agreement in writing of the Parties to this Memorandum.
3. This Memorandum may be terminated by either Party giving a one-year written notice.

On Behalf of the Secretariat of the
Convention on Biological Diversity

On behalf of the World Intellectual Property
Organization

Executive Secretary

Hamdallah Zedan

(date)

Director General

Kamil Idris

(date)

[Annex II follows]

ANNEXII

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

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 of 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 of which is of particular concern to it.

WIPO shall be invited to participate, without the right to vote, in the meetings of the LAS organ 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 meetings such expenditure and, if resources are not readily available, the most appropriate way 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 months' 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 World Intellectual Property
Organization

For the League of Arab States

Director General

Secretary-General

Kamil Idris

Ahmed Esmat Abdel Meguid

Cairo (date)

Cairo (date)

[Annex III follows]

ANNEX III

MEMORANDUM OF UNDERSTANDING BETWEEN
THE ARAB ORGANIZATION FOR AGRICULTURAL DEVELOPMENT (AOAD)
AND
THE WORLD INTELLECTUAL PROPERTY ORGANIZATION (WIPO)

The World Intellectual Property Organization (hereinafter referred to as WIPO) is an international intergovernmental organization and a specialized agency of the United Nations system of organizations, established to promote the protection of intellectual property throughout the world; and the Arab Organization for Agricultural Development is a specialized organization of the League of Arab States, whose jurisdiction is the Arab States, and overriding objective, is focused on achieving sustained and environmentally sound agricultural development (hereinafter referred to as AOAD);

Considering that, by their respective characters, the two institutions, share similar objectives, particularly the protection of agricultural and agro-industry intellectual property with the aim of overall development, which encourages the use and further development of local inventive talents and assets; nurtures and safeguards local intellectual property assets such as traditional knowledge; and attracts investment, providing a stable environment in which investors, both local and foreign, can be confident that their intellectual property rights will be respected;

Recognizing that, the dialogue between WIPO and AOAD has revealed that they could cooperate to serve these common objectives;

Convinced that, the existence of a cooperation framework between them will contribute to harmonizing their efforts towards greater effectiveness, as far as possible, having due regard to their respective objectives and functions;

Do hereby agree to sign a Memorandum of Understanding hereinafter referred to as "MOU," to institutionalize cooperation between the two organizations, and have agreed as follows:

ARTICLE 1

With a view to realizing the mutual cooperation in areas of protection of agricultural and agro-industry intellectual property, WIPO and AOAD shall endeavor to cooperate in:

- (a) Exchange of information and documents relevant to their respective activities;
- (b) Conduct, when appropriate, of joint studies, training courses, seminars and workshops or any other research activities in the field of protection of intellectual property rights;
- (c) With regard to plant variety protection, WIPO will seek the cooperation of the International Union for the Protection of New Varieties of Plants (UPOV);

- (d) Any other activities as agreed upon.

ARTICLE II

- 1- The terms of this MOU shall be implemented through specific agreements or exchange of letters, each of which shall indicate the objectives, instruments, forms of participation and financial and other contribution of each of WIPO and AOAD;
- 2- All contact on matters pertaining to this MOU and its implementation shall be maintained through official channels.

ARTICLE III

The terms of this MOU can be amended, with the approval of both WIPO and AOAD, by means of exchange of letters.

ARTICLE IV

This MOU shall enter into effect on the date the last party signs and subject to the approval of the WIPO Coordination Committee. Either party may terminate the MOU by a written notification to the other party. The termination of this MOU shall enter into force six months after the date of the written notification, unless otherwise agreed by the parties. The decision to terminate the MOU shall not affect the operation or conclusion of specific activities underway.

In witness whereof, the two parties through their duly accredited representatives whose names appear hereunder have signed this MOU on June 3, 2002.

In duplicate English text.

For the World Intellectual Property
Organization

For the Arab Organization for Agricultural
Development

Director General

Kamil Idris

Director General

Dr. Salem Al -Lozi

(Place) (date)

(Place)(date)

[Annex IV follows]

ANNEXIV

MEMORANDUM OF UNDERSTANDING BETWEEN
THE ISLAMIC DEVELOPMENT BANK (IDB)
AND
THE WORLD INTELLECTUAL PROPERTY ORGANIZATION (WIPO)

Preamble

WHEREAS the World Intellectual Property Organization (hereinafter referred to as "WIPO") and the Islamic Development Bank (hereinafter referred to as "the IDB") desire to facilitate, through close cooperation and consultation with each other, the attainment of the objectives set forth in their respective constituent instruments,

NOW THEREFORE WIPO and the IDB have decided to conclude this Memorandum of Understanding (MOU) on the establishment of working relations and cooperation and have agreed as follows:

ARTICLE I

Invitation to Meetings of Established Bodies

1. WIPO shall invite the IDB to be represented in an observer capacity at the sessions of those Assemblies of Member States of WIPO, the work of which is of direct interest to the IDB, it being understood that, for the discussion of certain items of the agenda, attendance may be restricted to the Member States of WIPO.
2. The IDB shall invite WIPO to be represented in an observer capacity
 - (i) at the sessions of the Conference of Heads of State and at Conferences of Foreign Ministers, it being understood that for the discussion of certain items of the agenda, attendance may be restricted to the Member States of the IDB;
 - (ii) at the sessions of councils, commissions and committees established by the IDB for the discussion of matters of common interest.

ARTICLE II

Invitation to Diplomatic Conferences

1. WIPO shall invite the IDB or arrange for it to be invited in an observer capacity to such diplomatic conferences as may be convened by WIPO or held in connection with the Paris and Berne Unions or the special Unions established within the framework of those Unions that may deal with intellectual property.

2. The IDB shall invite WIPO or arrange for it to be invited in an observer capacity to diplomatic conferences concerning the tasks of the IDB or the revision of the Charter of the IDB when matters of direct interest to WIPO will be considered.

ARTICLE III

Observer Status

Without prejudice to any more extensive right resulting from the applicable constituent instrument, the decision concerning the composition of the body, or diplomatic conference or its rules of procedure, the term "observer capacity," as used in Articles 1 and 2, above, shall be construed to mean the participation, without the right to vote, in discussions of the body or diplomatic conference concerned.

ARTICLE IV

Cooperation in Organizing Meetings

In appropriate cases, the organization of meetings dealing with matters concerning the protection of intellectual property may call for cooperation between WIPO and the IDB. The scope of such cooperation and participation shall be the subject of arrangements in each case, taking into account any relevant resolution approved by the organization responsible for or the convening of the meeting.

ARTICLE V

Exchange of Information and Documents

WIPO and the IDB shall undertake to exchange 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 VI

Exchange of Periodicals and Other Publications

WIPO and the IDB shall arrange for the furnishing, free of-charge, to the other of copies of its periodicals and other publications which may be of interest to the other.

ARTICLE VII

Special Services and Technical Assistance

1. Should the IDB wish to avail itself of the technical assistance of WIPO, the President of the IDB shall communicate its requirements to the Director General of WIPO. WIPO and the IDB shall consult each other to establish jointly a detailed plan of action.

2. If the special services or the technical assistance requested by the IDB would involve substantial expenditure, consultations shall take place with a view to determining the most equitable manner of meeting such expenditure.

ARTICLE VIII

Supplementary MOUs and Administrative Arrangements

Within the framework of this MOU, supplementary agreements for its implementation or administrative arrangements to secure collaboration and effective liaison between the Secretariats of the two Institutions may be entered into by the Director General of WIPO and the President of the IDB when the development of matters of common interest to both WIPO and the IDB is such as to make it desirable to establish closer cooperation between the two Institutions on particular matters.

ARTICLE IX

Consultations between the Heads of the Two Institutions

The Director General of WIPO and the President of the IDB, or their representatives, shall meet as required in order to consider together problems of joint concern to both institutions. Either may take the initiative for the holding of such meetings.

ARTICLE X

Amendment and Revision

This MOU may be amended or revised by agreement between WIPO and the IDB and any such amendment or revision shall enter into force in the same manner as this MOU.

ARTICLE XI

Termination

1. This MOU may be terminated by written notice by either WIPO or the IDB.
2. The termination of this MOU shall take effect at the expiration of six months from the date of the said notice unless the two Institutions agree on a different date, in which event this MOU shall terminate on the date so agreed.

ARTICLE XII

Entry Into Force

This MOU shall enter into force on the date on which it is approved by the WIPO Coordination Committee and by the Conference of Finance Ministers of the IDB. Prior to its entry into force, this MOU shall be applied provisionally as from the date of its signature.

In witness whereof, this MOU has been signed at [Place], on [Date], in six originals, two in Arabic, two in English and two in French, all the texts being equally authentic.

For World Intellectual Property
Organization

For the Islamic Development Bank

Director General

President

Kamil Idris

Ahmad Mohamed Ali

(Place)(date)

(Place)(date)

[Annex V follows]

ANNEXV

COOPERATION AGREEMENT BETWEEN
THE ORGANIZATION OF EASTERN CARIBBEAN STATES (OECS)
AND
THE WORLD INTELLECTUAL PROPERTY ORGANIZATION (WIPO)

ARTICLE I

Co-operation and Consultation

The Organisation of Eastern Caribbean States (hereinafter referred to as "OECS") 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 Treaty of Basseterre, 1981, establishing the OECS, agree to act in close co-operation, 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. The OECS shall be invited to participate, without the right to vote, in the deliberations of the Assemblies 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 OECS on matters of particular concern to it.

ARTICLE III

Exchange of Information and Documents

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

ARTICLE IV

Fields of Co-operation

The fields to which co-operations 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 Member States of the OECS through mutual exchange of data and information;

- (b) Formulating of model intellectual property laws, guides and manuals to assist OEC Member States and where appropriate harmonises such laws, guides and manuals;
- (c) Accessibility to the OEC S of information available within WIPO, including accessibility to the computerized database of WIPO's International Bureau containing laws and regulations;
- (d) Developing an intellectual property database within the OEC S Secretariat with the legal and technical assistance of WIPO;
- (e) Assisting Member States of the OEC S to automate their intellectual property operations, supported by computerization and staff training in information technology;
- (f) Conducting periodically seminars, workshops and training programmes on the latest trends concerning the evolution of laws relating to intellectual property in the Member States of the OEC S;
- (g) Supporting the development and implementation of an OEC S Intellectual Property Virtual Private Network (VPN), within the WIPO NET;
- (h) Cooperation between the WIPO Arbitration and Mediation Center and the OEC S;
- (i) Any other area of co-operation decided upon by both WIPO and the OEC S.

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 co-operation 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 the OEC S 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 way to obtain the necessary resources.

ARTICLE VI

Implementation of the Agreement

The Director General of WIPO and the Director General of the OEC S 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 written consent of the Parties.

ARTICLE VIII

Termination of the Agreement

Either Party may terminate this Agreement, subject to six months' 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 Director General of the OECS, subject to the approval of the WIPO Coordination Committee.

For the World Intellectual Property
Organization

For the Organisation of Eastern Caribbean
States

Director General

Kamil Idris

(Place)(date)

Director General

(Name)

(Place)(date)

[Annex VI follows]

ANNEXVI

COOPERATIONAGREEMENTBETWEEN
THESECRETARIATOFTHECOMMUNITYOFPORTUGUESE -SPEAKING
COUNTRIES(CPLP)
AND
THEWORLDINTELLECTUALPROPERTYORGANIZATION(WIPO)

WHEREAS:

TheInternationalBureauoftheWorldIntellectualPropertyOrganization(hereinafter referredtoas“WIPO”)andtheSecretariatoftheCommunityofPortuguese -Speaking Countries(hereinafterreferredtoas“CPLP”)wishtopromote,throughclosecooperationand mutualconsultations,theattainmentoftheobjectiveslaiddownbytheConvention establishingWIPOandtheStatutesandStatutoryrulesestablishingCPLP,respectively;

TheInternationalBureauofWIPOandtheSecretariatofCPLPagreeoenterintothis Agreementwithaviewtodevelopingtheirworkingrelationshipandcooperationactivities. Inthisregard,the partiesagree to the following:

ARTICLEI

InvitationtoOfficialBodies

TheInternationalBureauofWIPOandtheSecretariatofCPLPshallbe,reciprocally, invitedtoparticipateintheirrespectivemeetingsorganized onmattersofmutualinterest,and maysupportthesemeetingsjointlywheneveritisconsideredappropriate.

ARTICLEII

CooperationintheOrganizationofMeetings

Wheneverconsideredappropriate,theorganizationofmeetingsonmattersrelatedtothe protectionandpromotionofintellectualpropertyandotherpertinentmattersmaybethesubject ofcooperationbetweentheInternationalBureauofWIPOandtheSecretariatofCPLP.The frameworkofsuchcooperationandtheformofparticipationshallbedefinedandagreedupon, accordingtothemandateofeachorganization.

ARTICLEIII

Consultations

TheInternationalBureauofWIPOandtheSecretariatofCPLPagreeoundertake regularconsultationsonmattersrelatedtothe protectionandpromotionofintellectual propertyinPortuguese -speakingcountries,inordertoensureactivities thatpromote intellectualproperty policiesandstrategiesandleadtowealthcreation.

ARTICLE IV

Exchange of Information and Documents

The International Bureau of WIPO and the Secretariat of CPLP shall exchange relevant information and documents on the protection and promotion of intellectual property and related matters, particularly with regard to Portuguese-speaking countries. The said exchange of information is subject to such restrictions and arrangements as may be considered necessary by either Party to preserve the confidential nature of certain information and documents.

The International Bureau of WIPO and the Secretariat of CPLP shall exchange on a free-of-charge basis, documents concerning meetings organized by WIPO and CPLP that might be of interest, subject to restrictions and arrangements, as may be considered necessary by either party to preserve the confidential nature of certain information and documents. In the case of meetings that are organized jointly by WIPO or CPLP and another organization, the authorization of the other organizations shall be sought prior to the disclosure of documents.

The International Bureau of WIPO and the Secretariat of CPLP shall undertake the necessary arrangements to provide, on a free-of-charge basis, copies of their magazines and other publications that might be of interest to the other Organization.

ARTICLE V

Special Services and Technical Cooperation

The Secretariat of CPLP may request technical assistance or support for some activities from the International Bureau of WIPO. In this regard, the Executive Secretary of CPLP will address such requests in writing to the Director General of WIPO.

The International Bureau of WIPO and the Secretariat of CPLP shall carry out consultation to prepare jointly the technical cooperation activities to be proposed.

ARTICLE VI

Supplementary Agreements and Administrative Procedures

In the framework of this Agreement, the Director General of WIPO and the Executive Secretary of CPLP may agree to supplement agreements or administrative procedures necessary for ensuring satisfactory implementation and effective coordination of this Agreement, in the development of activities of mutual interest, such as specific programs or projects of common interest for their Member States whenever closer cooperation between the International Bureau of WIPO and the Secretariat of CPLP might be advisable.

ARTICLE VII

Modification and Revision

This Agreement may be modified or revised by mutual consent expressed in writing. Any modification or revisions shall enter into force according to the procedures of this Agreement.

ARTICLE VIII

Termination

Either party may terminate this Agreement by a written notification to the other party.

The termination of this Agreement shall enter into force six months after the date of written notification, unless otherwise agreed between the parties.

ARTICLE IX

Financial Implications

1. Any minor and ordinary expenditure relating to the implementation of this Agreement shall be borne by the respective party.
2. If the cooperation proposed by one of the parties to the other entails expenditures beyond minor and ordinary levels, consultations shall be held between WIPO and CPLP to determine the most equitable way of meeting such expenditures and, if resources are not available, the most appropriate way to obtain the necessary resources.

ARTICLE X

Entry into Force

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

Done in Geneva, on April 17, 2002, in four originals, two in English and two in Portuguese, both texts being equally binding.

For the Secretariat of the Community of
Portuguese-Speaking Countries

For the World Intellectual Property
Organization

Executive Secretary

Director General

Dulce Maria Pereira

Kamil Idris

(Place) (date)

(Place) (date)

[End of Annex VI and of document]