

WIPO



WO/CC/62/3

ORIGINAL: English

DATE: September 14, 2009

E

WORLD INTELLECTUAL PROPERTY ORGANIZATION
GENEVA

WIPO COORDINATION COMMITTEE

Sixty-second (40th Ordinary) Session
Geneva, September 22 to October 1, 2009

APPROVAL OF AN AGREEMENT

Memorandum of the Director General

I. INTRODUCTION

1. In accordance with Article 12(4) of the Convention Establishing the World Intellectual Property Organization, any agreement concluded with a view to defining the legal status of WIPO on the territory of a Member State, shall be approved by the Coordination Committee.

II. AGREEMENT BETWEEN WIPO AND THE FEDERATIVE REPUBLIC OF BRAZIL

2. The Director General of WIPO and the Government of the Federative Republic of Brazil have prepared an agreement aimed at determining the legal status of a WIPO Office in Brazil. The text of the Agreement between WIPO and the Government of the Federative Republic of Brazil is set forth as Annex to the present document.

3. The Coordination Committee is invited to approve the Agreement between WIPO and the Government of the Federative Republic of Brazil, as set forth in Annex I of the present document.

[Annex follows]

ANNEX

**AGREEMENT BETWEEN
THE FEDERATIVE REPUBLIC OF BRAZIL AND THE WORLD INTELLECTUAL
PROPERTY ORGANIZATION ON THE ESTABLISHMENT OF A
COORDINATION OFFICE OF THIS ORGANIZATION IN BRAZIL**

The Federative Republic of Brazil

and

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

Aware of the benefits that may derive from closer cooperation between the Parties in fostering development in the field of intellectual property;

Desiring to strengthen cooperation between the countries of Latin America and the Caribbean in the furtherance of their common goals in respect of development in the field of intellectual property;

Recognizing that, a dedicated office serving the region of Latin America and the Caribbean shall also serve as a visible symbol of WIPO's strong commitment to the region, lending weight to any project or initiative promulgated by WIPO;

Considering, the domestic laws and regulations in the Republic of Brazil conferring privileges and immunities on international organizations;

Have agreed as follows:

Article I
General

1. WIPO will establish a WIPO Office in Brazil ("WIPO Office") that will be staffed with officials assigned by WIPO. Locally recruited staff will also be employed according to Brazilian labour regulations and the current policies of WIPO.
2. WIPO will notify the Ministry of External Relations of Brazil of the arrivals and departures of all WIPO officials who are assigned to the WIPO Office, once they take up their duties and at the end of their designations, respectively.
3. Unless otherwise provided for in this Agreement, the privileges and immunities provided for in this Agreement shall not apply to Brazil nationals and permanent residents of Brazil.

Article II
The WIPO Office

1. The WIPO Office shall enjoy such privileges and immunities identical to those granted to specialized agencies of the United Nations.
2. The Brazilian Government will recognize the inviolability of the premises of the WIPO Office, including its archives, properties and assets in accordance with international law in like manner as the inviolability accorded to offices of international organizations.
3. The Brazilian Government further stipulates that:
 - (a) WIPO shall be guaranteed freedom of communication in Brazil. The official communications of the WIPO Office will not be subjected to censorship, and the WIPO Office shall have the right to use codes and to dispatch and receive correspondence by courier or in sealed bags, which shall have the same inviolability as that recognized for diplomatic couriers and bags. If the WIPO Office so requests, Brazilian Government will, without charge, provide the necessary permits, licenses or other authorization needed to enable the WIPO Office to connect to, and to utilize fully WIPO's private telecommunications network;
 - (b) WIPO may, without being restricted by financial controls, regulations or moratoria of any kind, to the extent necessary to carry out its operations provided for in this Agreement, hold funds, gold or currency of any kind and operate accounts in any currency, and may freely transfer its funds, gold or currency from or to Brazil or within Brazil and convert any currency held by WIPO into any other currency. Furthermore, WIPO may purchase, in exchange for any convertible currency, the national currency of Brazil in such amounts as WIPO may from time to time require for meeting its expenditures in Brazil at the official exchange rate, which shall not be any less favorable than that accorded to other international organizations or diplomatic missions in Brazil.

Article III
WIPO Officials

1. Officials serving with the WIPO Office shall enjoy such privileges and immunities as are granted to international civil servants, in accordance with the domestic laws and regulations of Brazil.
2. The Director of the WIPO Office, and any other official of equivalent or higher grade designated by WIPO with the consent of the Brazilian Government shall be granted the privileges and immunities accorded to the representatives of offices of international organizations. His/Her spouse, and minor dependent children living under the same roof shall enjoy the advantages given to the spouse and minor dependent children of the personnel of offices of international organizations.
3. WIPO agrees that its officials serving at the WIPO Office shall cooperate at all times with the Brazilian Government to facilitate the proper administration of justice, secure the observance of police regulations and the laws in Brazil, and prevent the

occurrence of any abuse in connection with the privileges, immunities and exemptions accorded by this Agreement and International Law.

Article IV Tax Privileges

1. Brazil will exempt the WIPO Office, and officials assigned to the WIO Office, from the following categories of taxation or levies:

- (a) Income tax in respect of salaries and emoluments and allowances paid by WIPO to WIPO officials, who are not Brazil Nationals or Brazil Permanent Residents. This exemption will not apply to pensions and annuities paid in Brazil to WIPO's former officials or to their beneficiaries;
- (b) Tax on the purchase of imported vehicle for the Office of WIPO, with restrictions on the sale of three (3) years, and tax on the purchase of a vehicle made in Brazil, with restrictions on the sale of one (1) year. The Director of the Office of WIPO may purchase the same restrictions of sale of the Office of WIPO. The remaining international staff working in the Office of WIPO will be exempted from taxes in the first six months, counting from the beginning of their mission, and may purchase only one (1) vehicle with a restriction on the sale of three (3) years if the vehicle is imported, or one (1) year if the vehicle is made in Brazil;
- (c) radio and television license fees;
- (d) taxes on goods and luggage;
- (e) Goods and Services Tax (ICMS) in respect of the local consumption of goods and services by the WIPO Office; and its officials levied on electricity, telecommunications and gas;
- (f) Real state (estate?) and urban taxes and real state (estate) transmission on taxes premises owned by WIPO;
- (g) Taxes and charges levied for specific services will not exempted.

2. Other staff of the WIPO Office who are not Brazil Nationals or Brazil Permanent Residents will, for six months after they first take up their posts in Brazil, be entitled to exemptions from import duties on goods for personal use and household effects.

Article V Final Provisions

1. This Agreement may be amended by mutual consent of the Brazilian Government and WIPO. Any such amendment shall not prejudice any right or obligation accruing or incurred prior to the effective date of amendment.

2. Any dispute regarding this Agreement shall be resolved amicably by negotiations between the Parties.
3. This Agreement shall enter into force, for a period of 6 (six) years, 30 (thirty) days after:
 - (a) The Brazilian Government has notified WIPO of the fulfillment of its internal procedures for its approval; and
 - (b) WIPO has notified Brazil of the approval of this Agreement by the WIPO Coordination Committee.

Done at _____, on _____ 2009, in two originals, in the Portuguese and English languages, both texts being equally authentic.

FOR THE FEDERATIVE REPUBLIC
OF BRAZIL

FOR THE WORLD INTELLECTUAL
PROPERTY ORGANIZATION

Roberto Carvalho Azevêdo

Francis Gurry

[End of Annex and of document]