

WIPO Coordination Committee

Seventy-Fourth (48th Ordinary) Session
Geneva, October 2 to 11, 2017

APPROVAL OF AGREEMENTS

Document prepared by the Secretariat

1. In accordance with Article 13(1) of the Convention Establishing the World Intellectual Property Organization, any general agreement entered into with a view to establishing working relations and cooperation with other intergovernmental organizations shall be concluded by the Director General after approval by the WIPO Coordination Committee. In this respect:

(i) the Director General of WIPO and the Commission President of the Economic Community of West African States (ECOWAS) have prepared a Memorandum of Understanding (MoU) to strengthen their collaboration through the implementation of joint activities and programs, within the mandates assigned to them and for the benefit of West African States. The text of the MoU is set forth as Annex I to the present document;

(ii) the Director General of WIPO and the Chairperson of the Interparliamentary Assembly of Member Nations of the Commonwealth of Independent States (IPA CIS) have prepared a Cooperation Agreement aimed at the development of the normative framework for intellectual property (IP) in the IPA CIS countries; the strengthening and development of human resources in the field of IP in the IPA CIS countries as well as awareness raising and building respect for IP in the IPA CIS countries. The text of the Cooperation Agreement is set forth as Annex II to the present document and not to present the document;

(iii) the Director General of WIPO and the Secretary General of the Economic Cooperation Organization (ECO) have prepared an MoU to provide a framework for cooperation between ECO and WIPO, thereby helping ECO Member States and the ECO Region as a whole to more effectively realize the benefits of the global IP system for their economic development. The text of the MoU is set forth as Annex III to the present document;

(iv) the Director General of WIPO and the Secretary General of the League of Arab States (LAS) have prepared an MoU with a view of strengthening and enhancing their cooperation, coordination and collaboration on matters of mutual interest in the field of intellectual property. The text of the MoU is set forth as Annex IV to the present document;

(v) the Director General of WIPO and the Director-General of the International Renewable Energy Agency (IRENA) have prepared an MoU with the objective of strengthening their collaboration within the framework of the mandates assigned to them and for the benefit of their respective Members. The text of the MoU is set forth as Annex V to the present document; and

(vi) the Director General of WIPO intends to partner with the Heads of certain international organizations in a Joint Declaration to collaborate on the multi-stakeholder, global initiative “eTrade for All” with the aim to improve the ability of developing countries and countries with economies in transition to use and benefit from e-commerce by scaling up collaboration in the field of e-commerce globally. The text of the Joint Declaration is set forth as Annex VI to the present document.

2. The WIPO Coordination Committee is invited to approve the MoU between WIPO and ECOWAS; the Cooperation Agreement between WIPO and IPA CIS; the MoU between WIPO and ECO; the MoU between WIPO and LAS; the MoU between WIPO and IRENA; and the partnership of WIPO in the Joint Declaration with Heads of certain international organizations, as set forth in Annexes I, II, III, IV, V and VI, respectively, of document WO/CC/74/1.

[Annexes follow]



ECONOMIC COMMUNITY
OF WEST AFRICAN
STATES



MEMORANDUM OF UNDERSTANDING BETWEEN THE WORLD INTELLECTUAL PROPERTY ORGANIZATION (WIPO) AND THE ECONOMIC COMMUNITY OF WEST AFRICAN STATES (ECOWAS)

The World Intellectual Property Organization (WIPO), hereinafter referred to as “WIPO”, whose headquarters are located at 34, Chemin des Colombettes, 1211 Geneva 20, Switzerland, and which is represented by its Director General, Mr. Francis Gurry,

and

The Economic Community of West African States (ECOWAS), hereinafter referred to as “ECOWAS” whose headquarters are located at 101, Yakubu Gowon Crescent, Asokoro District, P.M.B. 401, Abuja, Federal Republic of Nigeria, and which is represented by its President of the Commission, Mr. Marcel Alain de Souza;

Hereinafter collectively referred to as the “Parties”;

PREAMBLE

Noting the Convention establishing the World Intellectual Property Organization (WIPO);

Noting the provisions of Article 3 of the Revised Treaty relating to the aims and objectives of ECOWAS, in particular paragraph 2(a) which addresses the areas of competence of ECOWAS;

Noting the provisions of Article 62 of the Revised Treaty which requires Member States to promote, develop and, where necessary, improve structures and mechanisms for the production, propagation and utilization of cultural industries;

Noting Regulation C/REG3/15/15/ of May 16, 2015, creating the ECOWAS Regional Intellectual Property Observatory (ORPIC);

Noting Article 83 of that Treaty which authorizes the President of the Commission to conclude international co-operation agreements and to report to the Council of Ministers;

1. *Considering* that WIPO’s mandate is to lead the development of a balanced and effective international and accessible intellectual property system which rewards creativity, stimulates innovation and contributes to economic development, while satisfying the public interest,

through cooperation among States, and, where appropriate, in collaboration with any other international organization;

2. *Considering* the WIPO Development Agenda, adopted in 2007 by Member States and requesting that WIPO take better account of development issues in all of its programs;
3. *Considering* Strategic Goal III of the WIPO Program and Budget, which is designed to facilitate the use of intellectual property for the development of least developed and developing countries;
4. *Recognizing* the mandate of ECOWAS to promote cooperation and integration leading to the establishment of an economic union in West Africa in order to raise the living standards of its peoples and to maintain and enhance economic stability, foster relations among Member States and contribute to the progress and development of the African continent;
5. *Recalling* Resolution Dec.591 (XXVI) passed at the Twenty-Sixth Ordinary Session of the Assembly of the African Union relating to the *African Ministerial Conference on Intellectual Property for an Emerging Africa* (Dakar, November 3 to 5, 2015), highlighting the importance of intellectual property in the implementation of Agenda 2063 and calling upon WIPO to strengthen its partnership with the African Union, its Member States and regional economic communities in order to respond to the challenges of intellectual property in the development of Africa and reinforce its technical assistance;
6. *Further considering* the mandate of ECOWAS to achieve economic, social and cultural integration by harmonizing and consolidating national policies for the promotion of programs, projects and activities;
7. *Convinced* of the significant contribution of intellectual property to the economic, social, cultural and technological development of Member States in a global economy based on knowledge and technological innovation ;
8. *Desirous of* entering into a continuous cooperation framework agreement;

Agree as follows.

ARTICLE 1

PURPOSE OF COOPERATION

The Parties hereby agree to enhance their cooperation and to coordinate efforts for the protection and effective use of intellectual property, having regard to their respective mandates, so that ECOWAS Member States can benefit from the effective and appropriate use of intellectual property for their development.

ARTICLE 2

COOPERATION ARRANGEMENTS

1. At a time to be mutually agreed once every two years, the Parties shall determine the activities or projects to be implemented in order to fulfil the objectives of this Memorandum of Understanding. The program of activities, prepared and signed by the Parties, forms an integral part of this Memorandum.

2. Funding

- The Parties shall contribute, according to funding arrangements to be determined subsequently, to the budget required to implement the activities and projects defined under Article 2(1) above.
- The Parties shall contribute to the budget for the implementation of the activities and within the limits of the available resources for this purpose.

3. Evaluation of the implementation

The activities and projects carried out under this Memorandum of Understanding shall be designed and implemented according to the results-based management method and in compliance with existing procedures in each of the Parties for the conclusion of a cooperation agreement. The projects shall be evaluated periodically by mutual agreement.

ARTICLE 3

MUTUAL EXCHANGE OF INFORMATION, REPRESENTATION AND CONSULTATIONS

Where appropriate, the parties shall share information and documents relating to the activities and projects carried out within the framework of this Memorandum of Understanding, subject to any arrangements which may be necessary in order to ensure the confidentiality of certain documents or information.

ARTICLE 4

OBSERVER STATUS

Subject to existing procedures and practices, each Party may invite the other to attend, as an observer, conferences and meetings it organizes on issues of common interest.

ARTICLE 5:

TECHNICAL ASSISTANCE ON ISSUES OF COMMON INTEREST

Where necessary, the Parties shall provide technical assistance or engage in consultations on issues of common interest or matters relating to their cooperation.

ARTICLE 6

AMENDMENTS

Any provision of this Memorandum of Understanding may be amended in writing by mutual consent of the Parties.

ARTICLE 7:

DISPUTE SETTLEMENT

Any dispute arising from the implementation or interpretation of this Memorandum of Understanding shall be settled amicably through negotiations between the Parties.

ARTICLE 8
ENTRY INTO FORCE, DURATION AND TERMINATION

This Memorandum of Understanding shall enter into force upon signature by the competent authorities of both Parties. Its duration is not limited. WIPO and ECOWAS may terminate this Memorandum of Understanding by providing three months' written notice from either Party. Unless expressly agreed otherwise, the termination shall not affect any prior or ongoing activities undertaken under this Memorandum of Understanding.

Signed in Geneva, on2017, in two original copies in French.

For the Economic Community of West
African States (ECOWAS)

For the World Intellectual Property Organization
(WIPO)

Mr. Marcel Alain De Souza
President of the Commission

Mr. Francis Gurry
Director General

[Annex II follows]



INTERPARLIAMENTARY ASSEMBLY OF MEMBER NATIONS
OF THE COMMONWEALTH OF INDEPENDENT STATES



COOPERATION AGREEMENT BETWEEN THE WORLD INTELLECTUAL PROPERTY ORGANIZATION (WIPO) AND THE INTERPARLIAMENTARY ASSEMBLY OF MEMBER NATIONS OF THE COMMONWEALTH OF INDEPENDENT STATES (IPA CIS)

The World Intellectual Property Organization (WIPO) and the Interparliamentary Assembly of Member Nations of the Commonwealth of Independent States (IPA CIS), hereinafter referred to as “the Parties”,

Considering intellectual property (IP) as an important driver of innovation, socio-economic and cultural development,

Realizing the importance of efficient legal protection and enforcement of IP to promote mutually beneficial trade and economic cooperation among states,

Bearing in mind that WIPO is a specialized agency of the United Nations dedicated to the promotion of innovation and creativity for the economic, social and cultural development of all countries, through a balanced and effective international IP system,

Recognizing the role of IPA CIS in developing model legislative acts for the harmonization and alignment of the national laws of the IPA CIS countries, adopting recommendations on bringing the laws of the IPA CIS Member Nations in line with the provisions of international treaties signed by the Member Nations in the framework of the Commonwealth of Independent States,

Having regard to the WIPO experience related to the balanced evolution of the international normative framework for IP, providing technical assistance in the development of national legislation in the field of IP, organizing capacity building activities and training in the field of IP, and building respect for IP,

Emphasizing the importance of the cooperation between WIPO and IPA CIS aiming at the development and promotion of the IP system, including the development of mechanisms for legal protection and enforcement of IP,

Have decided to sign the following Cooperation Agreement (hereinafter referred to as the “Agreement”):

I. OBJECTIVE

The objective of this Agreement is to establish a framework for mutually beneficial cooperation between the Parties aiming at:

- Development of the normative framework for IP in the IPA CIS countries;
- Strengthening and development of human resources in the field of IP in the IPA CIS countries;
- Strengthening IP awareness and building respect for IP in the IPA CIS countries.

II. SCOPE OF COOPERATION

The Parties will implement joint projects and activities for the attainment of the objective of the Agreement. Any joint project and activity shall be taken upon mutual consent of the Parties and with due account paid to budgetary and personnel limitations faced by each Party.

In particular, the Parties in the framework of this Agreement will:

- Ensure the promotion of the international treaties administrated by WIPO among the IPA CIS countries;
- Organize joint capacity building activities, such as trainings, seminars, workshops, roundtables, on different aspects of IP;
- Facilitate, where applicable, technical assistance in the elaboration of IP-related model laws for the IPA CIS countries;
- Share, as appropriate, relevant information, best practices, expertise and analytics;
- Hold meetings and consultations, where necessary, to discuss matters of mutual interest.

Whenever deemed necessary for the achievement of the objective of the Agreement, the Parties may establish other forms of cooperation.

The Parties shall agree on the procedures, terms and financial arrangements of the implementation of joint projects and activities on a case-by-case basis.

III. PRIVILEGES AND IMMUNITIES

Nothing in, or relating to, this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the Parties defined by their statutory documents or the international law.

IV. AMENDMENTS

This Agreement may be amended by mutual consent of both Parties, expressed in writing.

V. DISPUTE SETTLEMENT

Any dispute or disagreement arising from the interpretation and (or) implementation of this Agreement shall be settled amicably through negotiations between the Parties.

VI. ENTRY INTO FORCE, DURATION AND TERMINATION

This Agreement will come into effect upon signature by the Parties. The duration of the Agreement is not limited. Either Party may terminate this Agreement, subject to two months written notice prior to the termination date.

The termination of this Agreement by one of the Parties shall not affect the obligations previously entered into force through projects or activities being implemented under separate arrangements agreed by the Parties in accordance with paragraph 4 Article II of this Agreement, unless otherwise agreed.

VII. FINAL PROVISIONS

This Agreement shall not be considered as an international treaty, and it shall not create any rights and obligations under the international law. Furthermore, this Agreement shall not impose any financial obligations on the Parties.

Any matters that are not described in the Agreement shall be subject to discussion and agreement by the Parties.

Upon coming into effect, this Agreement supersedes the *Memorandum of Cooperation between the International Bureau of the World Intellectual Property Organization and the Secretariat of the Council of Interparliamentary Assembly of the Member States of the Commonwealth of Independent States* of July 2, 1998.

Signed on 2017 in the city of..... in four original copies, two in English and two in Russian languages, both texts being equally authentic.

For the World Intellectual
Property Organization
(WIPO)

For the Interparliamentary Assembly
of Member Nations of the Commonwealth
of Independent States (IPA CIS)

Mr. Francis Gurry
Director General

Ms. Valentina Matvienko
Chairperson of the IPA CIS Council

[Annex III follows]



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE WORLD INTELLECTUAL PROPERTY ORGANIZATION (WIPO)

AND

THE ECONOMIC COOPERATION ORGANIZATION (ECO)

PREAMBLE

The World Intellectual Property Organization and the Economic Cooperation Organization, hereinafter individually referred to as “WIPO” and “ECO” and collectively as “Parties”;

Recognizing the leading role of WIPO on the development of a balanced and effective international intellectual property (IP) system that enables innovation and creativity for the benefit of all;

Recalling that one of the objectives of WIPO enshrined in the WIPO Convention is to promote the protection of IP throughout the world through cooperation among States and, where appropriate, in collaboration with any other international organization;

Considering that one of the objectives of ECO enshrined in the Treaty of Izmir is to promote conditions for sustainable economic development and to raise on this basis the standard of living and quality of life in the Member States through mobilization of economic and social potentials of the region;

Underlining that protection of IP is one of the major drivers for sustainable economic development;

Taking into account that cooperative relationship between ECO and WIPO can facilitate the efforts of ECO Member States aimed at addressing challenges related to protection of IP rights when striving to make progress towards gradual and smooth integration of their economies into the world economy;

Have agreed to conclude this Memorandum of Understanding (hereinafter referred to as MoU) as follows:

ARTICLE I PURPOSE

The purpose of this MoU is to provide a framework for cooperation between ECO and WIPO thereby helping ECO Member States and the ECO Region as a whole to more effectively realize the benefits of the global IP system for their economic development.

ARTICLE II SCOPE OF COOPERATION

The scope of this MoU is to fulfill the purpose set out in Article I through provision of technical assistance, capacity and awareness building support, legislative and policy advice, IP strategies' assistance and development of IP infrastructures by ways and means to be developed by the work programmes referred to in Article IV below.

ARTICLE III AREAS OF COOPERATION

The Parties will:

- (a) Develop joint projects for implementation of this MoU, in accordance with their respective rules and regulations.
- (b) Exchange information and documents, subject to the restrictions and arrangements as may be considered necessary by either party to preserve the confidential nature of certain information and documents.
- (c) Participate in each other's meetings, as and when permitted by their respective rules and regulations, or as implementation of this MoU and its work programmes so require.
- (d) Organize joint events on issues of common interest.

ARTICLE IV WORK PROGRAMMES

- (a) The Parties will jointly develop work programmes for the implementation of this MoU.
- (b) The Parties will hold regular consultations on the implementation of the MoU and work programmes.

ARTICLE V FOCAL POINTS

The Parties shall each designate a person to act as a focal point with a view to ensuring the implementation of the provisions of the present MoU.

**ARTICLE VI
FINANCIAL COMMITMENTS**

This MoU shall not involve any financial commitment by the Parties nor the obligation to finance the activities which, where appropriate, shall be undertaken under this MOU. Any undertaking of that kind shall be reflected in separate arrangements, as agreed by the Parties.

**ARTICLE VII
ENTRY INTO FORCE, TERMINATION AND MODIFICATION**

- (a) This MoU shall enter into force once both parties have affixed their signatures and will remain in force until it is terminated either by mutual consent or by written notice by either party. The termination of the MoU shall not affect the implementation of ongoing activities, which have been agreed upon prior to the date of the termination of the MoU.
- (b) This MoU may be modified by agreement between the Parties, expressed in writing. Unless otherwise specified, any such modification shall enter into force in the same manner as this MoU.

**ARTICLE VIII
SETTLEMENT OF DISPUTES**

Any dispute regarding the implementation or interpretation of this MoU shall be settled amicably through negotiations between the Parties.

**ARTICLE IX
PRIVILEGES AND IMMUNITIES**

Nothing in or relating to this MoU shall be deemed a waiver of any of the privileges and immunities of WIPO in conformity with Convention on the Privileges and Immunities of the Specialized Agencies approved by the General Assembly of the United Nations on November 21, 1947, and with the provisions of the Agreement between the Swiss Federal Council and WIPO to determine the Organization's juridical status in Switzerland of December 9, 1970, and of the Implementation Arrangement of the same date related thereto.

In witness whereof, the Secretary General of the ECO and the Director General of the WIPO have signed the present MoU in duplicate, in English, on the dates appearing under their respective signatures.

For the Economic Cooperation
Organization (ECO)

For the World Intellectual
Property Organization
(WIPO)

Ambassador Halil Ibrahim Akca
Secretary General

Mr. Francis Gurry
Director General

Date: _____

Date: _____

[Annex IV follows]



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE LEAGUE OF ARAB STATES

(LAS)

AND

THE WORLD INTELLECTUAL PROPERTY ORGANIZATION (WIPO)

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MEMORANDUM OF UNDERSTANDING

BETWEEN

THE LEAGUE OF ARAB STATES (LAS)

AND

THE WORLD INTELLECTUAL PROPERTY ORGANIZATION (WIPO)

PREAMBLE

The League of Arab States (LAS) and the World Intellectual Property Organization ("WIPO"), hereinafter jointly referred to as "Parties",

Believing in the importance of strengthening and enhancing their cooperation, coordination and collaboration on matters of mutual interest in the field of intellectual property, taking into account the aims of the Charter of the League of Arab States and the Convention Establishing the World Intellectual Property Organization,

Convinced that a cooperation framework would enable the Parties to comply, in a more efficient manner, with their respective commitments in fields of economic and social development insofar as intellectual property (IP) and IP industries of the Arab region are concerned, enabling LAS Member States to achieve further gains by adopting a regional approach in facing major challenges, and that cooperation in such fields allows for more benefits and exchange of expertise,

Bearing in mind recent international developments which require enhanced coordination and collaboration between the Parties,

Affirming the continuing cooperation between the Parties under the Memorandum of Understanding (MoU) concluded in 2000,

Have agreed as follows:



ARTICLE I OBJECTIVES AND AREAS OF COOPERATION

1. Promotion of regional cooperation between Arab states 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 IP promotion and enhancement of IP systems supporting policies in the fields of technological, economic, social and cultural development.
2. Development of activities in the field of intellectual property rights (IPRs) across LAS membership.
3. Adoption, dissemination and implementation of development initiatives development, with a view to create new areas for innovation commercialization and transfer of technology.
4. Organization of conferences, seminars, exhibitions, workshops and training programs on IP-related issues for:
 - (a) National IP officers and legislators;
 - (b) The judiciary, police and customs officials involved in the enforcement of IP laws; and
 - (c) End-users in industry, trade, research and development institutions and universities.
 - (d) Other sectors which are directly or indirectly concerned with IP such as press and media, women, youth, universities and research institutions....etc.

ARTICLE II REPRESENTATION AND PARTICIPATION

1. LAS may participate in IPRs-related events organized between WIPO and its Arab member states.
2. LAS may participate, as an observer without the right to vote, in WIPO committees' meetings, diplomatic conferences and other events of interest to its field of activity.
3. WIPO may participate, without the right to vote, in LAS bodies' meetings of interest.



ARTICLE III EXCHANGE OF DOCUMENTS AND INFORMATION

1. Exchange of information and documents on IPRs, while preserving its confidentiality as needed.
2. Update information on IPRs-related laws and regulations in LAS' field of activity.
3. Preparation and dissemination of reference materials, information and studies in Arabic on various IP aspects, to be used by public authorities, educational institutions and the private sector.

ARTICLE IV CONSULTATION

The Parties shall meet periodically in Geneva and/or Cairo in order to review and evaluate coordination and cooperation efforts and to make appropriate recommendations thereon.

ARTICLE V IMPLEMENTATION

1. The terms and concrete conditions for implementing the programs and activities referred to in the present MoU shall require supplementary arrangements that shall establish the operational and financial responsibilities of each Party;
2. For the implementation of the provisions of this MoU, The Regional Bureau for Arab Countries will serve as the focal point for WIPO while the IP and Competitiveness Department will serve as the focal point for LAS.

ARTICLE VI DISPUTE RESOLUTION

Any dispute arising out of the interpretation or implementation of this MoU shall be settled by the Parties amicably and by way of negotiation.



ARTICLE VII UNITIES

This MoU shall not result in any waiver of the immunities and privileges enjoyed by LAS or WIPO.

ARTICLE VIII REPLACEMENT

This MoU shall supersede and replace the previous MoU concluded on July 16, 2000 and any obligations arising therefrom.

FINAL PROVISIONS

ARTICLE IX ENTRY INTO FORCE

This MoU shall enter into force on the date of signature by the Parties.

ARTICLE X AMENDMENTS

This MoU may be amended by mutual consent of the parties expressed in writing.

ARTICLE XI TERMINATION

Either Party may terminate this MoU, subject to six months' written notice. Commitments entered into under this MoU, prior to such notice, shall not be affected thereby.



IN WITNESS WHEREOF this MoU has been signed in three original copies in Arabic, English and French, all texts being equally authentic.

For the World Intellectual
Property Organization
(WIPO)

For the League of Arab States
(LAS)

Mr. Francis Gurry
Director General

Ahmed Aboul-Gheit
Secretary General

Done in Cairo, on2017

[Annex V follows]



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE WORLD INTELLECTUAL PROPERTY ORGANIZATION (WIPO)

AND

THE INTERNATIONAL RENEWABLE ENERGY AGENCY (IRENA)

PREAMBLE

The World Intellectual Property Organization (hereinafter referred to as “WIPO”) and the International Renewable Energy Agency (hereinafter referred to as “IRENA”, collectively with WIPO as “the Parties”);

Recognizing that WIPO is a specialized agency of the United Nations dedicated to developing a balanced and accessible international intellectual property system, which rewards creativity, stimulates innovation and contributes to economic development through cooperation among States and, where appropriate, in collaboration with other international organizations;

Recognizing that IRENA is an intergovernmental organization mandated to promote the widespread and increased adoption and the sustainable use of all forms of renewable energy and that supports countries in their transition to a sustainable energy future and serves as the principal platform for international co-operation, a centre of excellence, and a repository of policy, technology, resource and financial knowledge on renewable energy;

Wishing to strengthen their collaboration within the framework of the mandates assigned to them and for the benefit of their respective Members;

Have agreed on the following:

ARTICLE I COOPERATION

1.1 The Secretariats of WIPO and IRENA, with a view to promoting the attainment of the objectives laid down by the Convention Establishing WIPO and the Statute of IRENA and to increasing the effectiveness of their individual activities, agree to strengthen their cooperation on matters of mutual interest.

1.2 This Memorandum of Understanding (hereinafter referred to as “MOU”) shall establish a framework for cooperation in supporting the development of activities and projects to promote innovation, transfer and diffusion of climate change technologies, specifically renewable energy, and the understanding and use of the intellectual property system in regard to such activities and projects.

ARTICLE II FIELDS OF COOPERATION

The following non-exhaustive list includes fields to which cooperation shall relate, in the context set forth in Article I, and in which specific activities will be elaborated by the Secretariats of WIPO and IRENA:

- (a) Linking networks and databases such as WIPO GREEN and the IRENA International Standards and Patents in Renewable Energy (hereinafter referred to as “INSPIRE”) where there is a mutual programmatic advantage with a view to contributing to increasing innovation, transfer and diffusion of climate change mitigation and renewable energy technologies;
- (b) Capacity-building on the protection and use of intellectual property (hereinafter referred to as “IP”) to foster innovation in climate change mitigation and renewable energy technologies;
- (c) Development of educational and public awareness materials on IP issues pertaining to climate change mitigation and renewable energy technologies; and
- (d) Development of joint programs that contribute to the achievement of relevant sustainable development goals of the Agenda 2030 for Sustainable Development.

ARTICLE III RECIPROCAL REPRESENTATION

The Secretariats of WIPO and IRENA 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, subject to Article V below. For this purpose, WIPO and IRENA may also make any necessary arrangements for ensuring reciprocal representation at appropriate meetings convened under their respective auspices.

ARTICLE IV EXCHANGE OF INFORMATION, DOCUMENTS AND EXPERTISE

4.1 The Secretariats of WIPO and IRENA 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.

4.2 The Secretariats of WIPO and IRENA shall also share expertise, best practices, knowledge and information available in web-based platforms administered by the Parties, in particular INSPIRE and WIPO GREEN, for promoting climate change mitigation and renewable energy technologies where relevant and appropriate.

ARTICLE V FINANCIAL IMPLICATIONS

This MOU does not in any way commit either Party to financial or human resource obligations. The terms and concrete conditions for implementing the cooperation activities referred to in this MOU, including, as applicable, the operational and financial responsibilities of each Party, shall be agreed in writing by the Parties on a case-by-case basis.

ARTICLE VI DISPUTE RESOLUTION

Any dispute regarding the interpretation or implementation of this MOU shall be settled amicably among the Parties.

ARTICLE VII ENTRY INTO FORCE AND TERM

This MOU shall enter into force on the date on which it is signed by the Director General of WIPO and the Director-General of IRENA for a period of three (3) years unless terminated at an earlier date in accordance with Article IX below.

ARTICLE VIII AMENDMENT

The present MOU may be amended by mutual written consent of the Parties formalized through an exchange of letters specifying the date of which the concerned amendment is effective.

ARTICLE IX TERMINATION OF THE MOU

Either Party may terminate this MOU, subject to sixty (60) days' written notice. Such notice of termination of the MOU by one of the Parties shall not affect the obligations previously entered into in the context of projects implemented under this MOU.

ARTICLE X INTELLECTUAL PROPERTY RIGHTS

10.1 Nothing in this MOU shall be construed as granting or implying rights to, or interest in, IP of the Parties, except as otherwise provided in paragraph 10.2 below.

10.2 In the event that the Parties foresee that IP that can be protected will be created in relation to a particular activity or project to be carried out under this MOU, the Parties shall negotiate and agree on terms of its ownership and use in the relevant legal instrument concluded pursuant to Article V above.

ARTICLE XI GENERAL RESPONSIBILITIES OF THE PARTIES

11.1 The Parties shall refrain from any action that may adversely affect the interests of the other Party and shall fulfil their commitments with fullest regard for the terms and conditions of this MOU.

11.2 Unless in relation to their collaboration or joint activities under this MOU or otherwise expressly authorized by the other Party in writing, neither Party shall, in any manner whatsoever, use the name, emblem or official seal of the other Party, or any abbreviation thereof in connection with their business or otherwise.

11.3 All press releases or public statements relating to this MOU or its implementation shall be approved by both Parties, in writing, prior to release or disclosure.

**ARTICLE XII
PRIVILEGES AND IMMUNITIES**

Nothing in this MOU shall be deemed to be a waiver, express or implied, of any of the privileges and immunities of IRENA or WIPO.

In witness whereof, the Director General of the World Intellectual Property Organization and the Director-General of the International Renewable Energy Agency have signed the present MOU in two originals, in English, on the dates appearing under their respective signatures.

For the International Renewable
Energy Agency (IRENA)

For the World Intellectual Property
Organization (WIPO)

Mr. Adnan Z. Amin
Director-General

Mr. Francis Gurry
Director General

Date: _____

Date: _____

[Annex VI follows]

JOINT DECLARATION BY INTERNATIONAL ORGANIZATIONS



eTRADE FOR ALL JOINT DECLARATION

By the following Founding Partners:

The African Development Bank, the Enhanced Integrated Framework (WTO), E-Residency (Estonia), the International Islamic Trade Finance Corporation, the International Telecommunication Union, the International Trade Centre, the United Nations Conference on Trade and Development, the United Nations Economic Commission for Europe, the United Nations Economic and Social Commission for Asia and the Pacific, the United Nations Economic and Social Commission for Western Asia, the United Nations Social Impact Fund, the Universal Postal Union, the World Bank Group, the World Customs Organization and the World Trade Organization

hereby declare their intention to collaborate on the multi-stakeholder, global initiative **eTrade for All** as follows:

Background

eTrade for All is a multi-stakeholder initiative that aims to improve the ability of developing countries and countries with economies in transition to use and benefit from e-commerce by scaling up collaboration in the field of e-commerce globally.

It brings together donor agencies, as well as regional and international organizations involved in implementing projects or programmes in support of greater development gains from e-commerce. While seeking to create synergies and avoid duplication of work, the activities of each institution will continue to be undertaken according to its respective procedures, priorities and work programmes. The initiative does not constitute a binding obligation by any partnering institution to provide support for any individual project, activity or product.

eTrade for All supports the implementation of Agenda 2030 on Sustainable Development by helping to attain internationally agreed development goals, including the Sustainable Development Goals.

Objectives

The overall objectives of **eTrade for All** are to: 1) raise awareness of opportunities, challenges and potential solutions including best practices related to leveraging e-commerce in developing countries; 2) mobilize and make more effective use of financial and human resources to implement e-commerce projects in developing countries and countries with economies in transition; 3) strengthen coherence and synergies among partners' activities with a view to increasing impact, avoiding duplication of work and enhancing aid efficiency.

eTrade for All will help developing countries and countries with economies in transition to navigate more easily the supply of technical and financial cooperation from the international community while, at the same time, giving donors a clear picture of technical assistance programmes that they can fund and helping them evaluate the results they deliver. This should lead to greater transparency and aid efficiency as well as increased development impact.



Seven policy areas in focus

eTrade for All will focus on seven key policy areas of particular relevance to e-commerce development.

1. e-Commerce readiness assessments and strategy formulation
2. ICT infrastructure and services
3. Trade logistics and trade facilitation
4. Payment solutions
5. Legal and regulatory frameworks
6. e-Commerce skills development and
7. Access to financing.

Participating institutions will contribute to activities in subsets of the above seven areas, based upon their expertise and priorities in the area of e-commerce development, as well as upon the demands they receive from stakeholders. Partnering institutions may decide to add new policy areas at a later stage.

Platform for collaboration

Partnering institutions will, to the extent possible and as appropriate, contribute towards the objectives of **eTrade for All**, making use of their respective expertise. **eTrade for All** creates opportunities for partnering institutions to exchange information, share experience, discuss questions of common interest, and provide feedback on issues related to e-commerce and development.

Governance and role of partnering institutions

Physical and virtual meetings are open to all partnering institutions. A minimum quorum (half of all partners plus one) is required for making decisions, including on the admission of new partners. At least one representative appointed by the Private Sector Advisory Council/*Business for eTrade Development* will be invited to participate in meetings (see below).

Partnering institutions will:

- Provide information about their technical assistance programmes and projects under the relevant policy areas and respond to requests for assistance, as appropriate;
- Represent **eTrade for All** as and when required, including at meetings and conferences;
- agree on an annual work programme for **eTrade for All**, including overall strategies and proposals built around the core objectives of the initiative and common goals;
- Form as appropriate, and on a voluntary basis, task groups to prepare for or undertake specific joint activities in line with the overall objectives of **eTrade for All**;
- Contribute inputs to an end of year report with relevant information on activities undertaken in the context of **eTrade for All**.
- Review applications by institutions wishing to partner with **eTrade for All**.



Administrative support

UNCTAD provides administrative support for **eTrade for All** by:

- Establishing and managing a dedicated online platform branded as **eTrade for All** with information on available e-commerce assistance;
- Supporting the collection and analysis of information on the demands for assistance from developing countries and countries with economies in transition with regard to e-commerce-related activities in the policy areas identified above;
- Collecting relevant information on projects and programmes of partnering institutions as shared by them to support e-commerce development in the policy areas identified above;
- Facilitating communication and information-sharing among partnering institutions, by maintaining an electronic mailing list, arranging face-to-face meetings and audio conferences, preparing agendas and minutes.
- In order to fulfill its accountability requirements, a formal end of year activity report will be prepared by partnering institutions, under the coordination of UNCTAD. The report will include all relevant information on **eTrade For All** activities, and will also comprise an activity report produced by the Private Sector Advisory Council.

Link to Private Sector Advisory Council/Business for eTrade Development

To ensure effective public-private dialogue, and in accordance with the UN Guidelines on Business Cooperation,¹ **eTrade for All** will work in close partnership with a Private Sector Advisory Council (PSAC)/*Business for eTrade Development*, which has been established and managed independently by the private sector. Regular private sector meetings will be convened and ideas emanating from these meetings will serve as inputs to discussions and meetings of **eTrade for All**.

Admission of new partnering institutions

Donor agencies, regional and international organizations involved in the provision of financial and technical assistance for the development of e-commerce may partner with **eTrade for All**.

An application for admission by potential partnering institutions (other than the founding partners) is to be made in writing to UNCTAD. The application will state the reason for joining **eTrade for All**, as well as explain how it will contribute to the provision of assistance aimed at the development of e-commerce. The application will state that the applicant conforms to this Joint Declaration.

UNCTAD will submit applications to the entire membership of **eTrade for All** for consideration and possible approval. The private sector representative should not participate in decisions on the admissions of new partnering institutions. UNCTAD will notify the interested institution in writing about the results of the application.

¹ http://www.un.org/ar/business/pdf/Guidelines_on_UN_Business_Cooperation.pdf



Financing of activities

The financing of activities that might be carried out will be agreed upon on an *ad hoc* basis according to the terms and conditions of specific activity agreements. Partnering institutions will cooperate as appropriate in identifying financial resources, apply their own administrative and financial regulations, and comply with their own practices for results-based management.

Copyright

Partnering institutions are responsible for the information provided and will use their best efforts to ensure that this information is accurate and up to date, does not infringe any copyright, trademarks or other intellectual property rights of any third party, and is not in breach of applicable laws or resolutions.

Partnering institutions may further authorize, on a case by case basis, other partnering institutions to quote, reproduce, adjust and translate the material, data or other information provided to **eTrade for All**, with proper acknowledgement of the source and its copyright.

Status of the Joint Declaration, Partnership and Partners

This Joint Declaration will not be deemed or construed to create, or have been intended to create, legally binding obligations between or among the partnering institutions. Nothing in this Joint Declaration will be construed so as to in any way interfere with the Partnering institutions' respective decision-making processes with regard to their own respective affairs and operations. Each partnering institution will bear its own costs incurred in the implementation of its responsibilities under this collaboration.

Use of the name and logo of eTrade for All

Partnering institutions may use the name and logo of **eTrade for All** exclusively in connection with activities associated with **eTrade for All**.

Entry into force and termination

The **eTrade for All** initiative will enter into force for each Partner upon signature by that Partner of the form of consent, and provided at least two Partners have signed it.

A partnering institution may terminate its membership of **eTrade for All** by providing a written notice of at least three months in advance to UNCTAD.

Steps will be taken to ensure that termination will not be prejudicial to any activities, programmes or obligations undertaken or assumed within the framework of this Joint Declaration, which have commenced prior to the receipt of the notice of termination.

Dispute resolution

Any dispute arising from or in connection with this Joint Declaration, including interpretation or application of any provision herein contained, will be settled amicably by the partnering institutions and will not be referred to any national or international tribunal or third party for settlement.



Privileges and immunities

Nothing in or relating to this Joint Declaration will be construed as a waiver, express or implied, of any of the privileges and immunities accorded to any Partnering institution hereto by its constituent documents, national or international law.

Amendments

This Joint Declaration may be amended by mutual written agreement of all partnering institutions. Unless otherwise agreed, amendments may apply only to activities that have not yet been implemented.

FORM OF CONSENT TO BECOME A PARTNER OF eTRADE FOR ALL

Mr./Ms [HEAD OF THE ORGANIZATION – NAME AND EXACT TITLE] hereby confirms that [NAME OF THE ORGANIZATION] accepts without reservation all the provisions of the Joint Declaration on eTrade For All, dated June 2016, and undertakes faithfully to perform and carry out all the stipulations therein contained.

(SIGNATURE)

(LOCATION AND DATE)

[End of Annex VI and of document]