

WIPO Coordination Committee

Eightieth (52nd Ordinary) Session
Geneva, October 4 to 8, 2021

APPROVAL OF AGREEMENTS

Document prepared by the Secretariat

1. In accordance with Article 13(1) of the Convention Establishing the World Intellectual Property Organization (WIPO), 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 President of the European Patent Office (EPO) have prepared a Memorandum of Understanding (MoU) to establish a wide-ranging and flexible mechanism for guiding and furthering the cooperation activities between WIPO and EPO in the field of patents, in accordance with their respective responsibilities in this area. In particular, the cooperation will aim at further developing the international patent system. The text of the MoU is set forth in Annex I to the present document; and
- (ii) The Director General of WIPO and the Director-General of the International Renewable Energy Agency (IRENA) have prepared an MoU aimed at providing a framework for cooperation between WIPO and IRENA for supporting the development of activities and projects to promote innovation, transfer and diffusion of climate change technologies, specifically related to renewable energy, and the understanding and use of the intellectual property system in regard to such activities and projects. The text of the MoU is set forth in Annex II to the present document.

2. *The WIPO Coordination Committee is invited to approve the Memorandum of Understanding between WIPO and EPO; and the Memorandum of Understanding between WIPO and IRENA, as set forth in Annexes I and II, respectively, of document WO/CC/80/1.*

[Annexes follow]



The European Patent Office (EPO) and the World Intellectual Property Organization (WIPO), hereinafter jointly referred to as “the Signatories”,

Considering the importance of patents to promote innovation for sustainable economic growth;

Considering the importance of a balanced, transparent and inclusive patent system in the development of countries;

Recognising the need to promote, improve and strengthen the international, regional and national patent systems, with a view to providing an effective response to the challenges created by new technologies, global health and climate change;

Desiring to reinforce the co-operation between the EPO and WIPO in order to increase the impact of common actions;

have reached the following understanding:

1. Purpose

The purpose of this Memorandum of Understanding is to establish a wide-ranging and flexible mechanism for guiding and furthering the co-operation activities between the Signatories in the field of patents, in accordance with their respective responsibilities in this area. In particular, the Signatories will co-operate with a view to further developing the international patent system.

2. Common co-operation objectives

The Signatories will pursue the following common co-operation objectives:

Maintain and promote the well-functioning of the international patent system as an appropriate tool to foster innovation-driven economies;

- Enhance quality and efficiency of the patent granting procedure, including classification;
- Improve access to high-quality standardised patent information and public dissemination thereof to enable the implementation of new technologies for IP administration;
- Improve and promote the use of the Patent Cooperation Treaty (PCT) by digitalising and streamlining PCT processes for the benefit of Offices and applicants, providing well-functioning and fit-for-purpose online services to users, and raising awareness of the benefits of the system;
- Enhance co-operation in the area of training to staff of Offices and users of developing countries;
- Increase the co-operation at the technical level on standards, inter-operability and data exchange.

3. Common co-operation principles

The Signatories intend:

- to build on the existing, mutually beneficial long-term relationship and to become even closer partners in the further development of the international patent system;
- to develop mutually supportive programmes of activities with clear operational objectives and evaluation criteria, guided by the principles of partnership and reciprocity.
- to undertake activities aimed at improving the efficiency and quality of the international patent system, taking into account its development dimension for society at large;
- to enable, where appropriate, participation from other intellectual property offices of Contracting States of the European Patent Convention (EPC) and WIPO Member States, including PCT Contracting States, in the co-operation activities organised by the Signatories;
- in order to avoid duplication and to profit from possible synergies, to carry out the co-operation activities under this Memorandum of Understanding, as far as possible, in co-ordination with any other co-operation activities that the Signatories may have agreed with Member States of the European Patent Organisation, the European Union, other regional Intellectual Property Organisations or WIPO Member States, including PCT Contracting States.

4. Areas of co-operation

The Signatories intend to develop annual work plans of co-operation activities as specified in Section 5 of this Memorandum of Understanding, principally covering the following areas:

4.1 Patent Classification

The Signatories intend to co-operate in further improving the International Patent Classification (IPC), in ensuring that compatibility is maintained between the IPC and Cooperative Patent Classification (CPC), in streamlining their procedures and processes in the area of classification and in the development of systems, platforms and tools supporting these activities.

4.2 PCT System

The Signatories intend to co-operate closely in developing the legal and procedural framework under the PCT with a view to making the PCT System more attractive and efficient for all stakeholders. In particular, the Signatories will continue to enhance the integration and simplification of procedures under both the PCT and the EPC. The Signatories also intend to further co-operate and promote co-operation between Member States on projects or proposals aimed at strengthening the PCT, including the exchange of data in standardised format. The Signatories intend to inform each other in a timely manner of proposals that may affect their respective activities.

The Signatories intend to co-operate to raise awareness of the benefits of the PCT route and of changes to the procedures under the PCT, for example, by joint participation in seminars addressed to users and Offices.

4.3 Technical Infrastructure, Automation of Patent Procedures and Electronic Filing

The Signatories intend to co-operate in upgrading and enhancing their respective information technology systems regarding patent procedures both between their respective Offices and with applicants and their representatives, in order to optimise work-flows, patent administration processes and data exchange, further the development of standards for filing, patent processing and data exchange, and facilitate mutual understanding of the respective databases and related security issues.

To this end, and in order to ensure the necessary compatibility between their systems, the Signatories intend to regularly exchange information on their respective policies, strategies and plans for the development or implementation of automation and information management systems in their respective Offices taking into account the requirements of both Signatories and international trends.

4.4 Data Collection and Exchange

The Signatories intend to continue to assist jointly other interested patent Offices in producing, exchanging and disseminating complete and high-quality patent data, giving emphasis to quality criteria for patent data that is essential for machine learning, notably full-text and enriched citation data. The Signatories aim to co-operate on the provision and promotion of joint training activities on the production of correct and complete patent data, preferably at regional level.

In the case that the EPO and/or WIPO produce patent full-text data originating from third parties as a result of an EPO-WIPO joint effort, the Signatories should exchange such data as permitted under

their respective legal frameworks, and actively encourage the originators of the data to provide their consent.

4.5 Patent Information Dissemination

The Signatories share a common goal to create a global environment where patent information should be widely disseminated without barriers.

To achieve the common goal, the Signatories will pursue individual as well as joint endeavours to make more complete and better-quality patent information available to the users. Patent information data will be made available to the users via the online search services of the Signatories and in bulk data format free of charge or at marginal cost.

Both Signatories will encourage and assist other patent offices to remove barriers to exchanging and disseminating patent information, while respecting the wishes of the originators of the source data of patent information with respect to terms and conditions.

4.6 Common Co-operation Measures

The Signatories intend to liaise in the area of international cooperation and technical assistance, including closely co-operating in supporting national offices in the development of patent laws and practices with a view to improving the efficiency and quality of the international patent system, PCT outreach and support to regional patent information centres.

Regular meetings may be held between the Signatories to review common co-operation measures and projects.

4.7 Co-operation in the field of Public Policy Issues

The Signatories intend to co-operate in the field of patent-related Public Policy Issues (PPIs), with emphasis on the areas of climate change mitigation and adaptation technologies, and life sciences (genetic resources, traditional knowledge or "TK", public health).

The main aim of this co-operation is to produce data, facts and evidence to support policy-makers in the political decision-making processes at the international level, as well as for the benefit of the research community, and to facilitate synergies between stakeholders towards dissemination of technologies in these areas.

EPO and WIPO will strive to work together at seminars, workshops, conferences and such like and liaise to present, as appropriate, a complementary approach to patent-related PPIs.

4.8 Statistics and economics

The Signatories intend to continue their close co-operation in the areas of statistics and economics. Co-operation may also include carrying out joint thematic studies as well as the organisation of specific common events.

4.9 Exchange of staff and best practices

The transfer of institutional know-how between the Signatories should be promoted through the exchange of staff between the EPO and WIPO, for both the execution of specific tasks or with the

more general objective of exchanging best practices and knowledge on patent-related topics. The transfer of know-how between the Parties should also be encouraged through regular meetings between the Signatories' respective services.

The Signatories will co-operate to explore the establishment of any arrangements that the Signatories may need to agree on to enable staff exchanges to take place. These arrangements should take into account the existing legal framework setting out the rights, duties and obligations of staff at the EPO and WIPO such as the respective staff regulations and rules, as well as any other considerations that could be relevant to staff performing duties and tasks in the other Signatory organisation.

5. Work plans

The Signatories intend to jointly draw up annual work plans that will set out the specific aspects of their co-operation on all items under Section 4 of this Memorandum of Understanding, detailing the activities planned for each year.

Each Work Plan should identify specific activities, objectives and timelines required in order to define and agree on technical specifications, formats, hardware, software and other related aspects, including related terms and conditions deemed necessary and to monitor and evaluate the implementation of this Memorandum of Understanding. The Work Plan should also include, where necessary, proposals for any changes or new activities to be carried out subject to the final approval by the Signatories.

6. Co-operation activities overview

Each Signatory intends to appoint a Co-ordinator who will oversee the implementation, monitoring and evaluation of the co-operation activities derived from this Memorandum of Understanding. The Co-ordinator is foreseen to furthermore act as the primary interface for all communications between the Signatories and co-ordinate any bilateral exchange and/or activity resulting from this Memorandum of Understanding.

7. Funding of the co-operation

The implementation of this Memorandum of Understanding is subject to the availability of resources – including budget, human and/or IT resources – of each of the Signatories and to their respective internal working, approval or decision processes. The activities in this Memorandum of Understanding may be implemented on a cost-sharing basis where necessary and as agreed between the Signatories and any other stakeholder.

8. Status of dedicated staff

Each Signatory will take care that the staff whom it has respectively assigned to the activities related to this Memorandum of Understanding remain under its direction and authority for the duration of the assignment unless otherwise agreed between the Signatories.

9. Amendments

This Memorandum of Understanding may only be amended by a/another Memorandum of Understanding or by exchange of letters, specifying the date of entry into effect of the amendments.

10. Privileges and Immunities

Nothing in or relating to the present Memorandum of Understanding may be deemed or interpreted as a waiver of any privileges or immunities accorded to any of the Signatories hereto by its constituent acts or international law.

In particular, but not limited to, nothing in or relating to the present Memorandum of Understanding may be deemed or interpreted as a waiver of any of the privileges and immunities of either the EPO in conformity with the Protocol on Privileges and Immunities of the European Patent Organisation of October 5, 1973, or the World Intellectual Property Organization in conformity with the 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.

11. Dispute Resolution

The Signatories will do their utmost to amicably resolve any dispute, controversy or claim arising out of or relating to the present Memorandum of Understanding through discussions or negotiations. In case an amicable settlement is impossible to reach, either Signatory may terminate the present Memorandum of Understanding by giving the other Signatory 30 (thirty) days' prior written notice of its decision.

This is without prejudice to the possible application of the last two paragraphs of Section 12.

12. Duration, Effect and Termination

The present Memorandum of Understanding will start producing effects on the day following the date of its signature by the Signatories. The Memorandum of Understanding will have a duration of three (3) years, extended, by virtue of this provision, for additional periods of three (3) years, unless either Signatory, with a written notice of minimum thirty (30) calendar days prior to the expiration of the Memorandum of Understanding, requests termination.

Notwithstanding the preceding paragraph, either Signatory may terminate the Memorandum of Understanding at any other time in its duration by giving at least ninety (90) calendar days' prior written notice to the other Signatory.

In case of termination of this Memorandum of Understanding, the Signatories may agree to continue co-operation activities already initiated under the annual work plan. For this purpose, the Signatories have to agree in writing on the details for such continuation of activities, which may not be presumed or agreed implicitly.

This Memorandum of Understanding does not preclude the conclusion of other Memoranda or agreements between the Signatories. Other Memoranda or agreements concluded between the

Signatories which are still in force remain in effect to the extent that the present Memorandum of Understanding does not contradict or modify any provision in such other Memoranda or agreements, in which case the provision in the present Memorandum of Understanding shall prevail.

Where required for a specific co-operation activity, the Signatories will conclude a separate instrument specifying the applicable terms and conditions for this activity.

For the European Patent Office

For the World Intellectual Property
Organization

António Campinos
President of the European Patent Office

Daren Tang
Director General of the World Intellectual
Property Organization

.....

.....

Place, date

Place, date

[Annex II 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 the global intergovernmental organization mandated to promote the widespread and increased adoption and sustainable use of all forms of renewable energy and to support countries in their transition to a sustainable energy future;

Noting that WIPO and IRENA have concluded in the past a Memorandum of Understanding to govern their collaborative efforts to support the development of projects and activities that promote innovation, transfer and diffusion of climate change technologies, specifically renewable energy, and the understanding and use of the intellectual property system, in relation to such activities and projects; and,

Wishing to continue strengthening 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 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 related to renewable

energy, and the understanding and use of the intellectual property (IP) 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 WIPO and IRENA:

- (a) Link and jointly promote WIPO and IRENA's platforms and databases where there is a mutual programmatic advantage (e.g. WIPO GREEN and INSPIRE), in order to increase innovation and support the development, deployment, and diffusion of renewable energy technologies;
- (b) Develop and undertake joint technical assistance and capacity-building activities to enhance the innovative capacities of Small and Medium Enterprises (SMEs) and research institutions in the renewable energy ecosystem;
- (c) Develop and implement joint training programs with the WIPO Academy on IP and renewable energy technologies;
- (d) Explore areas of joint collaboration between WIPO and IRENA with NGOs and industry stakeholders to enhance the use of the IP system in relation to renewable energy technologies;
- (e) Develop educational and public-awareness materials regarding the interface between innovation, IP, and renewable energy technologies; and,
- (f) Undertake any joint activity where there is a mutual programmatic advantage and such activity contributes to supporting increased innovation, deployment, and transfer of renewable energy technologies.

ARTICLE III RECIPROCAL REPRESENTATION

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 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 WIPO and IRENA shall also share expertise, best practices, knowledge and information available in web-based platforms administered by the Parties, in particular IRENA's 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 upon its signature by the Director General of WIPO and the Director-General of IRENA for an initial period of four (4) years which shall be renewable for further periods of the same duration, unless terminated 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 at any time, 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 COMMUNICATION AND FOCAL POINTS

12.1 Any notice, request or other communication required or made under this MOU shall be in writing and shall be deemed duly and properly given if and when sent by hand, certified mail, overnight courier, or email to the addresses of the following focal points, or at such other addresses as the Parties shall specify in writing. The Parties hereby designate the following focal points who will serve as primary contact points under this MOU:

For WIPO:

Victor Owade
External Relations Division, Global Challenges and Partnerships Sector (GCPS)
Tel: +41223388984
victor.owade@wipo.int

For IRENA:

Francisco Boshell
Analyst, RE Technology Standards and Markets
Tel: +4922839179098
FBoshell@irena.org

12.2 A notice delivered by email, when related to the amendment, renewal or termination of this MOU, shall be deemed to have been received when the recipient acknowledges receipt of such notice by an email or other form of written notice to the sender in accordance with paragraph 12.1 above.

ARTICLE XIII 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 World Intellectual
Property Organization (WIPO)

For the International Renewable
Energy Agency (IRENA)

Daren Tang
Director General

Francesco La Camera
Director-General

Date: _____

Date: _____

[End of Annex II and of document]