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WIPO Coordination Committee

Seventy-Fifth (49th Ordinary) Session
Geneva, September 24 to October 2, 2018

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 Heads of the African Regional Intellectual Property Organization (ARIPO) and of the African Intellectual Property Organization (OAPI) have prepared a Memorandum of Understanding (MoU) that establishes a tripartite cooperation framework between the Organizations. Pursuant to the cooperation framework, the Organizations will undertake and provide joint technical assistance programs to the Member States of ARIPO and OAPI within the scope of their respective cooperation activities and mandates. The text of the MoU is set forth as Annex I to the present document; and
- (ii) the Director General of WIPO and the Commission President of the West African Economic and Monetary Union (UEMOA) have prepared an MoU to establish cooperation relations aimed at facilitating the use of intellectual property for the economic social and cultural development of the Member States of the UEMOA. The text of the MoU is set forth as Annex II to the present document.

2. *The WIPO Coordination Committee is invited to approve the MoU between WIPO, ARIPO and OAPI; and the MoU between WIPO and UEMOA, as set forth in Annexes I and II, respectively, of document WO/CC/75/1.*

[Annexes follow]



MEMORANDUM OF UNDERSTANDING BETWEEN THE WORLD INTELLECTUAL PROPERTY ORGANIZATION (WIPO),

THE AFRICAN REGIONAL INTELLECTUAL PROPERTY ORGANIZATION (ARIPO)

AND

THE ORGANISATION AFRICAINE DE LA PROPRIÉTÉ INTELLECTUELLE (OAPI)

This Memorandum of Understanding (MoU) is drawn up between the World Intellectual Property Organization (WIPO), The African Regional Intellectual Property Organization (ARIPO) and the *Organisation africaine de la propriété intellectuelle* (OAPI), hereinafter referred to jointly as “the Organizations”.

Preamble

Considering that ARIPO and OAPI are regional intergovernmental organizations, with the purpose of promoting intellectual property (IP) protection and the harmonization and development of intellectual property laws, and matters related thereto, appropriate to the needs of its Members and of the region as a whole;

Considering that WIPO, a specialized agency of the United Nations System, is the global forum for IP services, policy, information and cooperation, with the mission to lead the development of a balanced and an effective international IP system that enables innovation and creativity for the benefit of all;

Recognizing the importance and relevance of IP for innovation and creativity, and the enabling role that IP can play for the socio-economic, scientific, technological, and cultural development goals of developing and least developed countries through wealth creation in the African region;

Desirous of deepening the cooperation between the Organizations in order to achieve the common aim of facilitating sustainable development of their Member States, through the promotion of the strategic and effective use of the IP system in attaining development goals;

Have agreed as follows:

ARTICLE 1
OBJECTIVES

This MoU establishes a tripartite cooperation framework between the Organizations to undertake and provide joint technical assistance programs to the Member States within the scope of their respective cooperation activities and mandates.

ARTICLE 2

ARTICLE 2A
ESTABLISHMENT OF A COMMITTEE

The Organizations shall establish a committee, hereinafter referred to as 'the Tripartite Committee', composed of two representatives from each organization;

ARTICLE 2B
MEETINGS OF THE TRIPARTITE COMMITTEE

The Committee shall meet on an annual basis to discuss the agenda for a given year and propose the implementation of strategic programs within the framework of this MoU, taking into account the dates of the WIPO General Assemblies as well as the ARIPO and OAPI Governing Bodies' Meetings, and in line with the approved work plans of their respective organizations;

ARTICLE 2C
DECISIONS OF THE TRIPARTITE COMMITTEE

Decisions taken based on the recommendations of the Committee shall be taken by consensus;

ARTICLE 2D
MEETING VENUE

Meetings shall be hosted by the Organizations on a rotational basis, with each Organization taking charge of logistical and administrative support for meetings organized under their auspices respectively.

ARTICLE 3
SCOPE OF COOPERATION

The Organizations shall enhance cooperation through regular exchange of technical support in the delivery of their planned activities in the Member States in order to better coordinate and deliver joint programs/projects, which may include, but not limited to, the following:

1. The development of joint activities to address issues of mutual relevance, including coordinating and conducting joint studies on regional and international developments on the IP landscape, organizing joint seminars and workshops to build capacity of stakeholders and address topical IP rights (IPRs) issues, including on management and administration of IPRs;

2. Collaboration in providing technical assistance for development of national IP policies and strategies; skills development for small and medium sized enterprises; access to and utilization of technological and scientific information for innovation; including institutional capacity building for the IP Offices of Member States;
3. The joint programs of work shall specify the respective responsibilities and financial obligations of the Organizations and specify any other sources of funds, as well as staffing responsibilities.

ARTICLE 4 CONTRIBUTIONS AND IMPLEMENTATION

The Organizations shall collaborate in the implementation of strategic programs proposed by the Tripartite Committee at its annual meetings to promote and enhance effective use of the IP system for development in the African region. Each Organization's contribution shall be within the context of their respective cooperation programs and subject to the availability of funds.

ARTICLE 5 ENTRY INTO FORCE AND TERMINATION

This MoU shall enter into force upon signature by the Authorities of each Organization and shall remain in force unless terminated by any of the Organizations upon submission of a three (3) month written notice, ensuring that such termination shall not be prejudicial to any activities in progress within the framework of this MoU.

ARTICLE 6 AMENDMENTS

This MoU may be amended by mutual consent of all the Organizations, expressed in writing.

ARTICLE 7 DISPUTE RESOLUTION

Any dispute regarding this MoU shall be settled amicably through direct negotiations between the Organizations.

ARTICLE 8 PRIVILEGES AND IMMUNITIES

Nothing in or relating to this MoU shall be deemed or interpreted as a waiver of any privileges or immunities accorded to any of the Organizations by its constituent acts or international law.

IN WITNESS WHEREOF, the undersigned, duly authorized thereto, have
this day of 2018, signed this MoU, in Geneva, Switzerland in three original copies in
English and French.

For the African Regional
Intellectual Property
Organization (ARIPO)

For the *Organisation africaine
de la propriété intellectuelle*
(OAPI)

For the World Intellectual
Property Organization
(WIPO)

Signatory

Signatory

Signatory

[Annex II follows]



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE WEST AFRICAN ECONOMIC AND MONETARY UNION (WAEMU)

AND

THE WORLD INTELLECTUAL PROPERTY ORGANIZATION (WIPO)

The World Intellectual Property Organization (WIPO) whose head office is at 34, chemin des Colombettes, Geneva, Switzerland, represented by its Director General, Mr. Francis Gurry, hereinafter referred to as "WIPO";

and

The West African Economic and Monetary Union (WAEMU), acting through the Commission, whose head office is at 380, Avenue du Professeur Joseph Ki-Zerbo, 01 BP 543 Ouagadougou 01, Burkina Faso, represented by its Chairperson, Mr. Abdallah Boureima, hereinafter referred to as "WAEMU";

Hereinafter jointly referred to as "the Parties" severally as "Party";

Noting the WAEMU Treaty;

Noting the Convention of July 14, 1967 establishing WIPO;

Conscious of the role of intellectual property in the development of States;

Considering WIPO's commitment to facilitate the use of intellectual property for the economic, social, cultural and technological development of its Member States;

Considering WAEMU's desire to participate effectively in WIPO activities in order to better utilize intellectual property for the economic, social, cultural and technological development of its Member States;

Emphasizing the need to establish a working relationship between WIPO and WAEMU;

Bearing in mind the specific nature of the missions of both institutions, as defined by their respective constituent instruments;

Desirous of achieving the objectives laid down in their respective constituent instruments through close and regular cooperation and consultation;

Wishing to support and assist WAEMU Member States to benefit from WIPO's Development Agenda;

Determined to further promote intellectual property rights within WAEMU;

Resolved to promote cooperation between them by signing a Memorandum of Understanding;

HEREBY AGREE AS FOLLOWS:

ARTICLE I OBJECT AND PURPOSE

This Memorandum of Understanding is intended to establish a cooperation relationship between WIPO and WAEMU, for the purpose of facilitating the use of intellectual property for the economic, social and cultural development of WAEMU Member States.

ARTICLE II INVITATIONS TO CONFERENCES, MEETINGS AND OTHER ACTIVITIES

1. WIPO may invite WAEMU or take the necessary steps to secure WAEMU's invitation to conferences, meetings and other activities that WIPO might organize, whose themes might be of direct interest to WAEMU, or to other activities organized by WIPO in the area of intellectual property, in accordance with the rules and procedures of WIPO governing such conferences, meetings and other activities.

2. WAEMU may invite WIPO or take the necessary steps to secure WIPO's invitation to conferences, meetings and other activities that WAEMU might organize, whose themes might be of direct interest to WIPO, or to other activities organized by WAEMU in the area of intellectual property, in accordance with the rules and procedures of WAEMU governing such conferences, meetings and other activities.

ARTICLE III COOPERATION FOR THE ORGANIZATION OF JOINT ACTIVITIES

1. The organization of activities or projects concerning the protection and promotion of intellectual property may entail cooperation between WIPO and WAEMU. Accordingly, outreach on the socio-economic value of intellectual property might be organized jointly for representatives of WAEMU Member States.

2. The terms of such cooperation shall be subject to written arrangements on a case-by-case basis, having regard to any relevant decision taken by the organization initiating the activity.

3. During the preparation of such outreach, or promotion activities, or the design of socio-economic projects concerning the effective and appropriate use of the intellectual property system to aid the development of WAEMU Member States, the responsibilities of each Party shall be specified, such as the extent of their financial commitment or the provision of human and/or material resources.

4. In implementing such shared activities, the Parties may jointly agree to a cooperation agreement with other organizations or institutions, including financial institutions.

ARTICLE IV EXCHANGE OF INFORMATION AND DOCUMENTS

WIPO and WAEMU may exchange relevant information and documents, subject to applicable restrictions and provisions, either at the request of one of the Parties or at the initiative of the other Party.

ARTICLE V RESEARCH COOPERATION

WIPO and WAEMU may take the appropriate measures to conduct research and studies on innovation and disseminate practical information on best practices and technical know-how necessary for fostering development in science, technology, commerce and culture in WAEMU Member States.

ARTICLE VI COOPERATION AGAINST COUNTERFEITING AND PIRACY

1. In view of the extent of counterfeiting and piracy within the WAEMU community, WIPO undertakes, at the request of WAEMU, to assist with building the capacity of Member States in the aforementioned sub-area, according to practical arrangements to be jointly agreed by the Parties.

2. In this connection, WAEMU shall take the necessary steps to facilitate WIPO's activities on the territory of its Member States.

ARTICLE VII SPECIFIC SERVICES AND TECHNICAL ASSISTANCE

1. Should one of the Parties wish to receive technical assistance from the other Party, it may make known its needs to the Party.

2. The Parties may jointly initiate technical assistance or capacity-building programs to the following ends:

- a. fostering the use of intellectual property by small and medium-sized enterprises in order to promote and market their products and services;

- b. facilitating access to and utilization of scientific and technical information for research and innovation;
- c. enhancing national copyright and related rights systems in order to contribute to the establishment of an enabling environment for cultural and economic development;
- d. buttressing judicial administration in terms of intellectual property; and
- e. encouraging the use by companies of inventions that have entered the public domain for the economic and technological development of WAEMU Member States.
- f. Where the requested technical assistance involves expenditure, both Parties shall confer to determine the most equitable means of engaging in such expenditure.

ARTICLE VIII ADDITIONAL AGREEMENTS AND ADMINISTRATIVE PROVISIONS

As part of the implementation of this Memorandum of Understanding, the Parties may enter into further agreements pertaining to its implementation or agree on administrative provisions intended to ensure efficient collaboration.

ARTICLE IX CONSULTATIONS BETWEEN THE HEADS OF BOTH INSTITUTIONS

1. The Director General of WIPO and the Chairperson of the WAEMU Commission or their representatives, as the case may be, shall meet as necessary to consider the progress of joint projects. Any of the Parties may take the initiative to convene such meetings, which will be held in Geneva or in a capital city of a WAEMU Member State.
2. Representatives of WAEMU Member States may be invited to such meetings.

ARTICLE X LIMITATION OF LIABILITY

1. This Memorandum of Understanding shall not create any representation relationship or joint venture between the Parties.
2. It is understood that each Party is separate and independent from the other Party and that neither Party is authorized to make offers or act on behalf of the other Party, except in the case of a specific written agreement. Each Party shall retain its own identity and shall be responsible for defining its own policies and for acts and omissions in relation to this Memorandum of Understanding.

ARTICLE XI ENTIRE AGREEMENT

This Memorandum of Understanding constitutes the entire agreement between the Parties concerning the projects and activities which are the subject of the Memorandum. It shall replace and cancel any previous agreements reached by the Parties in this regard, including the Memorandum of Understanding signed between the Parties on February 18, 2011.

ARTICLE XII
DISPUTE SETTLEMENT

Any dispute arising from the interpretation and/or application of this Memorandum of Understanding shall be settled amicably.

ARTICLE XIII
AMENDMENTS AND TERMINATION

1. This Memorandum of Understanding may be amended by mutual agreement between the Parties, by simple exchange of letters.
2. It may also be terminated by either Party, subject to at least three (3) months' notice to the other Party, without prejudice to the continuation of ongoing activities.

ARTICLE XIV
ENTRY INTO FORCE

This Memorandum of Understanding shall enter into force on the date of its signature by the competent authorities of each Party.

ARTICLE XV
PRIVILEGES AND IMMUNITIES

Nothing in this Memorandum of Understanding shall be construed as a waiver of any of the privileges or immunities enjoyed by WIPO as an international organization and a specialized agency of the United Nations.

Done in Geneva on2018, in two original copies in French.

For the West African Economic and Monetary
Union (WAEMU)

For the World Intellectual Property
Organization (WIPO)

Abdallah Soureima
Chairperson of the Commission

Francis Gurry
Director General

[End of Annex II and of document]