

WIPO Coordination Committee

Sixty-Third (41st Ordinary) Session Geneva, September 20 to 29, 2010

APPROVAL OF AGREEMENTS

Memorandum of the Director General

I. INTRODUCTION

1. In accordance with Article 13(1) of the Convention Establishing the World Intellectual Property Organization, any agreement entered into with a view to establishing working relations and cooperation with other intergovernmental organizations shall be approved by the WIPO Coordination Committee.

II. AGREEMENT BETWEEN WIPO AND THE FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS

2. The Director General of WIPO and the Director General of the Food and Agriculture Organization of the United Nations (FAO) have prepared an agreement aimed at establishing a mutually supportive relationship and with a view to establishing appropriate arrangements for cooperation. The FAO Conference adopted a decision at its Thirty-third session in November 2005, confirming the proposed Agreement. The text of the Agreement between WIPO and the FAO is set forth in Annex I to the present document.
3. It is recalled that the Agreement mentioned under paragraph 2 was submitted for the approval of the Coordination Committee at its fifty-fifth (37th ordinary) session (see document WO/CC/55/2, paragraph 4). The Coordination Committee took note of the proposed text for an Agreement between WIPO and FAO and decided that a decision on

the matter be postponed (see document WO/CC/55/3, paragraph 25). Since that time, cooperation between WIPO and FAO has intensified, notably with respect to the International Treaty on Plant Genetic Resources for Food and Agriculture, the United Nations Inter-Agency Committee on Bioethics, of which both organizations are members, and FAO's participation in the WIPO Intergovernmental Committee on Intellectual Property and Genetic Resources, Traditional Knowledge and Folklore. The Agreement is now re-submitted for approval.

III. MEMORANDUM OF UNDERSTANDING BETWEEN WIPO AND THE WEST AFRICAN ECONOMIC AND MONETARY UNION

4. The Director General of WIPO and the President of the West African Economic and Monetary Union (WAEMU) have prepared a memorandum of understanding (MOU) to establish working relations and cooperation between WIPO and WAEMU. The text of the MOU between WIPO and WAEMU is set forth in Annex II to the present document.

IV. AGREEMENT BETWEEN WIPO AND THE UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION

5. At the invitation of the Director General of the United Nations Industrial Development Organization (UNIDO), Dr. Kandeh K. Yumkella, the Director General of WIPO visited UNIDO on May 10, 2010, and addressed the Industrial Development Board (37th session) of UNIDO. The Director General also discussed with Dr. Yumkella working relations between the two organizations, which include a WIPO-UNIDO joint cooperation project for Pakistan, funded by the European Union, to support the country in developing its infrastructure and services in order to enhance the competitiveness of its supply capacity in fisheries and horticulture. They prepared an agreement aimed at strengthening their collaboration on matters of mutual interest within the framework of the mandates assigned to them and for the benefit of their respective Member States. The text of the Agreement between WIPO and UNIDO is set forth in Annex III to the present document.

6. *The Coordination Committee is invited to approve the Agreement between WIPO and FAO; the Memorandum of Understanding between WIPO and WAEMU; as well as the Agreement between WIPO and UNIDO; set forth in Annexes I, II, and III, respectively, of the present document.*

[Annexes follow]

AGREEMENT BETWEEN THE FOOD AND AGRICULTURE ORGANIZATION OF THE
UNITED NATIONS (FAO) AND THE WORLD INTELLECTUAL PROPERTY
ORGANIZATION (WIPO)

The Food and Agriculture Organization of the United Nations (“FAO”) and the World Intellectual Property Organization (“WIPO”), referred to in this Agreement jointly as “the organizations,”

Desiring to establish a mutually supportive relationship between them, and with a view to establishing appropriate arrangements for cooperation between them,

Agree as follows:

Article I

Representation

1. Each organization shall invite the other organization to participate, without the right to vote, in the deliberations of its governing bodies and of other bodies where matters of particular concern to the other organization are considered, and in which it has indicated that it has an interest. Representatives of the organization so invited shall be afforded full opportunity to present its views on matters within the scope of its activities and mandate.
2. In this context, and subject to such arrangements as may be necessary to safeguard confidential matters, the organizations shall cooperate in the preparation of official documents, by making available drafts of the relevant documents, and providing technical advice and input, where appropriate and feasible.

Article II

Exchange of Information

1. The organizations shall regularly exchange information regarding their relevant activities and positions.
2. Each organization shall inform its Members of relevant activities of the other organization or, as appropriate, provide an opportunity for the other organization to do so.

3. The organizations shall keep each other informed of their relevant activities and positions in other organizations and forums and, as far as possible, coordinate their positions.

Article III
Fields of Cooperation

Cooperation under this Agreement may include:

- (a) The development of joint activities to address issues of mutual relevance, including coordinating and conducting joint studies and joint seminars and workshops, including on public policy options relating to the interaction between intellectual property and the food and agriculture sector;
- (b) Where appropriate, the coordination of databases, and the provision of access through their websites to the relevant information systems of the other organization and, where appropriate, the coordinated development of such information systems;
- (c) The provision of relevant technical information and input to support the work of the other organization, including in response to requests from that organization's Members;
- (d) Where appropriate, collaboration in providing technical assistance, including capacity building, to developing countries and countries with economies in transition;
- (e) Cooperation of work on such matters where intellectual property rights may intersect aspects of:
 - Farmers' Rights and traditional knowledge;
 - Agricultural biotechnology;
 - Genetic resources for food and agriculture;
 - Promotion of innovation and the effective capture of benefits from public investment in research;
 - Access to, and transfer of, technology in the food and agriculture sector;
 - Plant protection and production;
 - Use of distinctive signs in the food and agriculture sector;
 - Ethical issues in food and agriculture;

- Information and analysis on patterns and trends of intellectual property use in the food and agriculture sector;
 - Creation, development and dissemination of agricultural information and data, particularly on the Internet and on CD-ROM.
- (f) Technical cooperation, as appropriate, on issues relevant to international instruments under the aegis of the two organizations, including:
- the International Treaty on Plant Genetic Resources for Food and Agriculture;
 - the Rotterdam Convention on the Prior Informed Consent (PIC) Procedure for Certain Hazardous Chemicals and Pesticides in International Trade;
 - the International Plant Protection Convention;
 - the Codex Alimentarius;
 - the Paris Convention for the Protection of Industrial Property;
 - the Budapest Treaty on the International Recognition of the Deposit of Micro-organisms for the Purposes of Patent Procedure;
 - the Patent Cooperation Treaty;
 - the Patent Law Treaty;
 - other relevant policy documents developed or administered by the organizations which address matters of mutual interest.

Article IV

Joint programmes of work

1. In order to promote cooperation within the context of this Agreement, and in order to develop joint activities to address issues of mutual relevance, either the FAO or WIPO may propose joint projects aimed at specific objects of cooperation. Such joint programmes of work shall specify the respective responsibilities and financial obligations of the FAO and WIPO, and specify any other sources of funds, as well as staffing responsibilities. In implementing such joint programmes of work, the FAO and WIPO may jointly agree on cooperation with other organizations and agencies, including funding agencies.
2. If agreed between the Parties, such joint programmes of work may be dated and numbered serially, signed by both organizations and regarded as annexes to this Agreement.
3. Such joint programmes of work may be modified by the written mutual consent of the FAO and WIPO.

4. Where necessary within the context of agreed joint activities or programmes of work, either organization may second staff to the other organization, and make other administrative arrangements.

Article V

Financial implications

1. Any minor and ordinary expenditure relating to the implementation of this Agreement shall be borne by the respective organization.
2. If the cooperation proposed by one of the organizations to the other in accordance with this Agreement entails expenditure beyond minor and ordinary expenditures, the two organizations shall consult to determine the availability of the resources required, the most equitable way of meeting such expenditure and, if resources are not available, the most appropriate ways to obtain the necessary resources. If necessary and if agreed by the two organizations, they may jointly seek financial resources from donor institutions for their cooperation activities and joint programmes of work.

Article VI

Implementation of this Agreement

The Director-General of the FAO and the Director-General of WIPO may make the arrangements necessary for ensuring satisfactory implementation of this Agreement.

Article VII

Modification of the Agreement

Subject to the provisions of Article X below, this Agreement may be modified by the written mutual consent of the organizations.

Article VIII

Termination

Either organization may terminate this Agreement, subject to six months' written notice. Termination shall not affect obligations previously entered into specifically for the conduct of joint programmes of work implemented under Article IV of this Agreement.

Article IX
Agreements with other Organizations

This Agreement is without prejudice to agreements concluded by either FAO or WIPO with other organizations or programmes within the United Nations System.

Article X
Entry into Force

This Agreement and any modification thereto shall enter into force once the pertinent constitutional processes of both organizations have been completed.

On behalf of the Food and
Agriculture Organization of
the United Nations

On behalf of the World
Intellectual Property
Organization

Jacques Diouf
Director General

Francis Gurry
Director General

[Annex II follows]

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE WORLD INTELLECTUAL PROPERTY ORGANIZATION (WIPO)
AND
THE WEST AFRICAN ECONOMIC AND MONETARY UNION (UEMOA)

The World Intellectual Property Organization (WIPO), 34 Chemin des Colombettes, Geneva, represented by its Director General, Mr. Francis Gurry, hereinafter "WIPO";

And

The West African Economic and Monetary Union (UEMOA), acting through the intermediary of the Commission, 380, Avenue du Professeur Joseph KI-ZERBO, 01 BP 543 Ouagadougou 01, Burkina Faso, represented by its President, Mr. Soumaïla Cisse, hereinafter "UEMOA";

Hereinafter collectively referred to as "the Parties";

Having regard to the UEMOA Treaty of January 10, 1994;

Having regard to the Convention establishing WIPO of July 14, 1967;

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

Considering UEMOA's willingness to participate effectively in WIPO's activities so as to better use intellectual property for the economic, social, cultural and technological development of its Member States;

Stressing the need to establish working and cooperative relations between WIPO and UEMOA;

Taking into account the specific nature of each of the organization's activities as established in their respective constituent instruments;

Desiring to facilitate, through close and regular cooperation and consultations, the attainment of the objectives as laid down in their respective constituent instruments;

Mindful of assisting and helping UEMOA Member States to benefit from the WIPO Development Agenda;

Determined to promote cooperation between them through the signing of a Memorandum of Understanding;

AGREE AS FOLLOWS:

Article 1: Purpose

The purpose of this Memorandum of Understanding is to establish cooperative relations between WIPO and UEMOA intended to facilitate the use of intellectual property for economic, social and cultural development of UEMOA Member States.

Article 2: Invitations to conferences and meetings

WIPO may invite UEMOA or make appropriate arrangements so as to invite UEMOA to conferences and meetings likely to be convened by WIPO, the subject of which may be of direct interest to UEMOA, in accordance with WIPO procedures and rules applicable to those conferences and meetings.

UEMOA may invite WIPO or make appropriate arrangements so as to invite WIPO to conferences and meetings likely to be convened by UEMOA, the subject of which may be of direct interest to WIPO, in accordance with UEMOA procedures and rules applicable to those conferences and meetings.

Article 3: Cooperation in organizing meetings

Organizing meetings on the protection of intellectual property may call for cooperation between WIPO and UEMOA. In this regard, awareness raising activities on the socio-economic value of intellectual property may be held by jointly organizing workshops and

conferences, which bring together representatives of UEMOA Member States. The conditions of this cooperation shall be the subject of arrangements, made on a case by case basis, subject to any relevant resolution adopted by the organization convening the meeting.

When developing awareness-raising activities, the responsibilities of each Party must be specified as well as their level of financial commitment and the human resources made available. In carrying out these joint activities, the organizations may together establish a cooperation agreement with other organizations or institutions, including financial institutions.

Article 4: Information and document exchanges

WIPO and UEMOA may exchange relevant information and documents, subject to restrictions and arrangements which may be considered necessary by one of the parties to preserve the confidential nature of certain documents or information.

However, this obligation of confidentiality shall not be applicable to information which was within the public domain or was known to the Parties prior to the date this Memorandum of Understanding was signed, nor to information that was legally disclosed by or obtained from a third party.

Article 5: Cooperation in research and exchange of periodicals and other publications

WIPO and UEMOA may make appropriate arrangements to carry out research and studies on innovation, and disseminate information on best practices and technical know-how necessary to encourage development in scientific, technological, business and cultural sectors of UEMOA Member States.

The Parties may also make arrangements to distribute copies of their periodicals and other publications which may be of interest to the other Party free of charge.

Article 6: Cooperation in the fight against counterfeiting and piracy

Taking into account the extent of counterfeiting and piracy in the UEMOA area, WIPO shall, at the request of UEMOA, undertake to assist in the capacity-building of Member States in the aforementioned area.

Article 7: Special services and technical assistance

If one of the Parties wishes to benefit from technical assistance from the other Party, the Party concerned shall communicate such requirements to the other.

The Parties may jointly launch a technical assistance or capacity-building program in order to:

- Encourage the use of intellectual property in small and medium-sized enterprises, namely those operating in cultural industry sectors, the publishing sector, etc.;
- Promote the development of these products and services in Africa as non-traditional exports;
- Carry out research and studies on innovation and disseminate information on best practices and know-how likely to contribute to the development of UEMOA Member States.

If special services or technical assistance requested by one of the Parties entail expenses, the Parties shall consult in order to determine the most equitable way of approaching the matter.

Article 8: Supplementary agreements and administrative arrangements

Within the framework of implementing this Memorandum of Understanding, Parties may enter into supplementary agreements in respect of its implementation or administrative arrangements to secure collaboration and effective linkage between the two organizations, where matters of common interest to WIPO and UEMOA have evolved and make it desirable to establish closer cooperation between the two organizations on particular matters.

Article 9: Consultations between the Heads of the two Organizations

The Director General of WIPO and the President of the UEMOA Commission, or their representatives, shall meet as required in order to review the progress of the Organizations' joint projects. Each Party may take the initiative to convene such meetings which shall be held in Geneva or the capital of a UEMOA Member State.

The representatives of UEMOA Member States may be involved in these meetings.

Article 10: Dispute settlement

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

Article 11: Amendments and termination

This Memorandum of Understanding may be amended by agreement of the parties through a simple exchange of letters.

In addition, it may be terminated by one of the Parties subject to giving at least three months' notice to the other Party without prejudice to the continuation of activities in progress.

Article 12: Entry into force

This Memorandum of Understanding shall enter into force on the date on which it is approved by the competent authorities of each Party.

Six original copies shall be drawn up in French, English and Arabic, each text being equally authentic.

In witness whereof, the parties hereto have executed this Memorandum of Understanding.

Done at.....2010.

On behalf of WIPO

On behalf of UEMOA

Francis Gurry

Soumaila Cisse

Director General

President of the Commission

[Annex III follows]

AGREEMENT BETWEEN THE WORLD INTELLECTUAL PROPERTY ORGANIZATION
(WIPO)
AND THE UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION (UNIDO)

Preamble

The World Intellectual Property Organization (hereinafter referred to as WIPO) and the United Nations Industrial Development Organization (hereinafter referred to as UNIDO),

Recognizing that WIPO is a specialized agency of the United Nations, and has the mandate to promote the protection of intellectual property through cooperation among States and, where appropriate, in collaboration with any other international organizations,

Recognizing that UNIDO is a specialized agency of the United Nations, and has the mandate to promote and accelerate sustainable industrial development in developing countries and economies in transition,

Recalling the good institutional relations that for many years have existed between the two Organizations,

Wishing to strengthen their collaboration within the framework of the mandates assigned to them and for the benefit of their respective Member States,

Have agreed on the following:

Article I
Cooperation

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

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 which will be elaborated by the Secretariats of WIPO and UNIDO:

- (a) Technology foresight and strategic use of patent information for development;
- (b) Intellectual property, innovation promotion and technology management and transfer;
- (c) Private sector development and intellectual property; and
- (d) Trade capacity building and trade related intellectual property right issues.

Article III
Reciprocal Representation

The Secretariats of WIPO and UNIDO, following their usual practice, 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. For this purpose, WIPO and UNIDO shall also make any necessary arrangements for ensuring reciprocal representation at appropriate meetings convened under their respective auspices.

Article IV
Exchange of Information and Documents

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

Article V
Financial Implications

1. Any minor or ordinary expenditure relating to the implementation of this Agreement shall be borne by the respective Party.
2. If the cooperation proposed by one of the Parties to the other in accordance with this Agreement entails expenditure beyond minor and ordinary expenditures, consultations shall be held between WIPO and UNIDO to determine the

availability of resources required, the most equitable way of meeting such expenditures and, if resources are not readily available, the most appropriate ways to obtain the necessary resources.

Article VI

Entry into Force

This Agreement shall enter into force on the date on which it is signed by the Director General of WIPO and the Director-General of UNIDO, and subject to the approval of the WIPO Coordination Committee and the UNIDO Industrial Development Board.

Article VII

Amendment and Revision

The present Agreement may be amended or revised by mutual consent of the Parties expressed in writing.

Article VIII

Termination of the Agreement

Either Party may terminate this Agreement, subject to six months' written notice. Such notice of termination of the Agreement by one of the Parties shall not affect the obligations previously entered into in the context of projects implemented under this Agreement.

In witness whereof, the Director General of the World Intellectual Property Organization and the Director General of the United Nations Industrial Development Organization have signed the present Agreement in two originals, in English, on the dates appearing under their respective signatures.

On behalf of the World Intellectual
Property Organization

On behalf of the United Nations
Industrial Development Organization

Director General

Francis Gurry

(date)

Director-General

Kandeh K. Yumkella

(date)

[End of Annex III and of document]