

WIPO



WO/CC/53/2
ORIGINAL: English
DATE: August 15, 2005

E

WORLD INTELLECTUAL PROPERTY ORGANIZATION
GENEVA

WIPO COORDINATION COMMITTEE
Fifty-Third (36th Ordinary) Session
Geneva, September 26 to October 5, 2005

APPROVAL OF AGREEMENTS

Memorandum of the Director General

I. INTRODUCTION

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

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

III. MEMORANDUM OF UNDERSTANDING BETWEEN WIPO AND THE ISLAMIC DEVELOPMENT BANK

4. The Director General of WIPO and the President of the Islamic Development Bank (IDB) have prepared a memorandum of understanding to establish working relations and cooperation between WIPO and the IDB. The text of the Memorandum of Understanding between WIPO and the IDB is set forth as Annex II to the present document.

5. The Coordination Committee is invited to approve the Agreement between WIPO and the Government of Singapore, as well as the Memorandum of Understanding between WIPO and the IDB, set forth in Annexes I and II, respectively, of the present document.

[Annexes follow]

ANNEX I

AGREEMENT BETWEEN
THE WORLD INTELLECTUAL PROPERTY ORGANIZATION
AND
THE GOVERNMENT OF SINGAPORE
TO DETERMINE THE LEGAL STATUS OF WIPO IN SINGAPORE

The World Intellectual Property Organization (“WIPO”) and the Government of Singapore (“the Government”) (hereinafter referred to as “Party” singularly or “the Parties” collectively),

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

Desiring to, strengthen cooperation between the countries of the Asia-Pacific Region in the furtherance of their common goals in respect of development in the field of intellectual property,

Recognizing that, a dedicated office serving the Asia-Pacific Region shall also serve as a visible symbol of WIPO’s strong commitment to the region, lending weight to any project or initiative promulgated by WIPO,

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

Have agreed as follows:

General

1. WIPO will establish a WIPO Office in Singapore (“WIPO Office”) that will be staffed with officials assigned by WIPO. Locally-recruited staff will also be employed according to WIPO’s Staff Regulations and Staff Rules and WIPO’s prevailing policies.
2. WIPO will notify the Ministry of Foreign Affairs, Singapore of the arrivals and departures of all WIPO officials who are assigned to the WIPO Office, once they take up their duties and at the end of their designations, respectively.
3. Unless otherwise provided for in this Agreement, the privileges and immunities provided for in this Agreement shall not apply to Singapore Nationals and Permanent Residents of Singapore.

The WIPO Office

4. The WIPO Office shall enjoy such privileges and immunities as are customarily granted to International Organizations in Singapore.

5. The Government will recognize the inviolability of the premises of the WIPO Office, including its archives, properties and assets in accordance with international law in like manner as the inviolability accorded to diplomatic missions.

6. The Government further stipulates that:

(a) WIPO shall be guaranteed freedom of communication in Singapore. The official communications of the WIPO Office will not be subjected to censorship, and the WIPO Office shall have the right to use codes and to dispatch and receive correspondence by courier or in sealed bags, which shall have the same inviolability as that recognized for diplomatic couriers and bags. If the WIPO Office so requests, the Government will, without charge, provide the necessary permits, licenses or other authorization needed to enable the WIPO Office to connect to, and to utilize fully WIPO's private telecommunications network;

(b) WIPO may, without being restricted by financial controls, regulations or moratoria of any kind, to the extent necessary to carry out its operations provided for in this Agreement, hold funds, gold or currency of any kind and operate accounts in any currency, and may freely transfer its funds, gold or currency from or to Singapore or within Singapore and convert any currency held by WIPO into any other currency. Furthermore, WIPO may purchase, in exchange for any convertible currency, the national currency of Singapore in such amounts as WIPO may from time to time require for meeting its expenditures in Singapore at the official exchange rate, which shall not be any less favorable than that accorded to other international organizations or diplomatic missions in Singapore.

WIPO Officials

7. Officials serving with the WIPO Office shall enjoy such privileges and immunities as are granted to international civil servants, in accordance with the domestic laws and regulations of Singapore.

8. The Director of the WIPO Office, and any other official of equivalent or higher grade designated by WIPO with the consent of the Government shall be granted the privileges and immunities accorded to the members of diplomatic personnel of diplomatic missions. His/Her spouse and minor dependent children living under the same roof shall enjoy the advantages given to the spouse and minor dependent children of the personnel of diplomatic missions.

9. WIPO agrees that its officials serving at the WIPO Office shall cooperate at all times with the Government to facilitate the proper administration of justice, secure the observance of police regulations and the laws in Singapore, and prevent the occurrence of any abuse in connection with the privileges, immunities and exemptions accorded by this Agreement and International Law. Where the Government considers that such abuses have occurred, the Director of the WIPO Office or another appropriate representative of WIPO shall consult with the appropriate authorities of the Government in a timely fashion to determine whether such abuse has occurred and, if so, to ensure that no repetition occurs.

10. The Government will:

(a) allow the officials of WIPO serving with the WIPO Office and their spouses and dependants entry into Singapore without requiring them to obtain entry visas and extend the

same privileges with respect to exchange facilities to them as are available to members of the diplomatic corps serving in Singapore;

(b) give the officials of WIPO serving with the WIPO Office, their spouses and dependants the same repatriation facilities in times of international crises as are made available to members of the diplomatic corps serving in Singapore;

(c) consider favorably applications by spouses and dependants of officials of WIPO serving with the WIPO Office who are not Singapore Nationals or Permanent Residents of Singapore to take employment in Singapore subject to prevailing rules and regulations regarding foreign talent; and

(d) provide identification cards to officials of WIPO assigned to the WIPO Office to certify that they are entitled to the privileges, immunities and exemptions provided for in this Agreement.

Tax Privileges

11. The Government will exempt the WIPO Office, and officials assigned to the WIPO Office, from the following categories of taxation or levies:

(a) Income tax in respect of salaries and emoluments and allowances paid by WIPO to WIPO officials, who are not Singapore Nationals or Singapore Permanent Residents. This exemption will not apply to pensions and annuities paid in Singapore to WIPO's former officials or to their beneficiaries;

(b) all vehicle taxes, including Goods and Services Tax and fees including the requirement for certificates of entitlement registration fees and additional registration fees in respect of a vehicle intended for personal use, provided that each WIPO official serving in the WIPO Office may only avail himself of the exemption provided for in this subparagraph in respect of one vehicle in every four-year period;

(c) radio and television license fees;

(d) customs duties on all dutiable goods, including tobacco and liquor;

(e) Goods and Services Tax on all imports, for their personal use;

(f) Goods and Services Tax in respect of the local consumption of goods and services by the WIPO Office;

(g) government tax on utilities bills and telephone charges, incurred by the WIPO Office;

(h) property tax and stamp duty in respect of the tenancy agreements that may be entered into for the premises of the WIPO Office and the residence of the Director of the WIPO Office; and

(i) foreign domestic worker levy for one foreign domestic worker employed by the Director of the WIPO Office (provision of a security bond in the employment of such foreign

domestic worker shall also be waived if the worker is a home-based domestic worker, or a Malaysian).

The exemptions in subparagraphs (b) to (e) apply only in respect of designated officials, in accordance with paragraph 8, who are not Singapore Nationals or Singapore Permanent Residents.

12. Other staff of the WIPO Office who are not Singapore Nationals or Singapore Permanent Residents will, for six months after they first take up their posts in Singapore, be entitled to exemptions from import duties and from Goods and Services Tax for personal and household effects (but not extending to tobacco, liquor and vehicles).

Final Provisions

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

14. Any dispute regarding this Agreement shall be resolved amicably by negotiations between the Parties.

15. This Agreement shall take effect from _____ [day] _____ [month] 2005 and, in the case of WIPO, subject to the approval of the WIPO Coordination Committee, and shall remain in force for a period of six [6] years. This Agreement may be terminated by mutual consent. The Government and WIPO will review the Agreement six [6] months prior to its expiration. WIPO shall be eligible to extend this Agreement for another six [6] years.

FOR THE WORLD INTELLECTUAL
PROPERTY ORGANIZATION

FOR THE GOVERNMENT OF
SINGAPORE

Kamil Idris
Director General

S. Jayakumar
Deputy Prime Minister and
Minister for Law, Singapore

Date

Date

[Annex II follows]

ANNEX II

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE WORLD INTELLECTUAL PROPERTY ORGANIZATION (WIPO)
AND
THE ISLAMIC DEVELOPMENT BANK (IDB)

Preamble

WHEREAS the World Intellectual Property Organization (hereinafter referred to as “WIPO”) and the Islamic Development Bank (hereinafter referred to as “the IDB”) desire to facilitate, through close cooperation and consultation with each other, the attainment of the objectives set forth in their respective constituent instruments,

NOW THEREFORE WIPO and the IDB have *decided* to conclude this Memorandum of Understanding (MoU) on the establishment of working relations and cooperation and have *agreed* as follows:

Article 1

Invitations to Meetings of Established Bodies

1. WIPO shall invite the IDB to be represented in an observer capacity at the sessions of those Assemblies of Member States of WIPO, the work of which is of direct interest to the IDB, it being understood that, for the discussion of certain items of the agenda, attendance may be restricted to the Member States of WIPO.
2. The IDB shall invite WIPO to be represented in an observer capacity to the Board of Governors Meetings of the IDB that are within WIPO’s scope of work.

Article 2

Invitations to Diplomatic Conferences

1. WIPO shall invite the IDB or arrange for it to be invited in an observer capacity to such diplomatic conferences as may be convened by WIPO or held in connection with the Paris and Berne Unions or the special Unions established within the framework of those Unions that may deal with intellectual property.
2. The IDB shall invite WIPO or arrange for it to be invited in an observer capacity to the IDB’s meetings and conferences, which are of direct interest to WIPO.

Article 3
Observer Status

Without prejudice to any more extensive rights resulting from the applicable constituent instrument, the decision concerning the composition of the body, or diplomatic conference or its rules of procedure, the term “observer capacity”, as used in Articles 1 and 2, above, shall be construed to mean the participation, without the right to vote, in discussions of the body or diplomatic conference concerned.

Article 4
Cooperation in Organizing Meetings

In appropriate cases, the organization of meetings dealing with matters concerning the protection of intellectual property may call for cooperation between WIPO and the IDB. The scope of such cooperation and participation shall be the subject of arrangements in each case, taking into account any relevant resolution approved by the organization responsible for the convening of the meeting.

Article 5
Exchange of Information and Documents

WIPO and the IDB 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.

Article 6
Exchange of Periodicals and Other Publications

WIPO and the IDB shall arrange for the furnishing, free-of-charge, to the other of copies of its periodicals and other publications which may be of interest to the other.

Article 7
Special Services and Technical Assistance

1. Should the IDB or WIPO wish to avail themselves of the technical assistance provided by either organization, the President of the IDB and the Director General of WIPO shall communicate such requirements.

2. If the special services or the technical assistance requested by the IDB or WIPO would involve substantial expenditure, consultation shall take place with a view to determining the most equitable manner of meeting such expenditure.

Article 8
Supplementary MoUs and
Administrative Arrangements

Within the framework of this MoU, supplementary agreements for its implementation or administrative arrangements to secure collaboration and effective liaison between the Secretariats of the two Institutions may be entered into by the Director General of WIPO and the President of the IDB when the development of matters of common interest to both WIPO and the IDB is such as to make it desirable to establish closer cooperation between the two Institutions on particular matters.

Article 9
Consultations Between
the Heads of the Two Institutions

The Director General of WIPO and the President of the IDB, or their representatives, shall meet as required in order to consider together problems of joint concern to both institutions. Either may take the initiative for the holding of such meetings.

Article 10
Amendment and Revision

This MoU may be amended or revised by agreement between WIPO and the IDB and any such amendment or revision shall enter into force in the same manner as this MoU.

Article 11
Termination

1. This MoU may be terminated by written notice by either WIPO or the IDB.
2. Should this MoU be terminated by either party, necessary steps will be taken to ensure that the termination is not prejudicial to any activities in progress within the framework of this MoU.

Article 12
Entry into Force

This agreement shall enter into force on the date on which it will have been approved by the concerned authorities of each party.

IN WITNESS WHEREOF this MoU has been signed at [Place], on [Date], in six originals, two in Arabic, two in English and two in French, all the texts being equally authentic.

For the World Intellectual Property
Organization

For the Islamic Development Bank

Kamil Idris
Director General

Ahmad Mohamed Ali
President

[End of Annex II and of document]