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**WO/CC/76/****3**

**ORIGINAL:** **ENGLISH**

**DATE:** **August 23, 2019**

# WIPO Coordination Committee

**Seventy-Sixth (50th Ordinary) Session
Geneva, September 30 to October 9, 2019**

APPROVAL OF AN AGREEMENT

*Document prepared by the Secretariat*

 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:

* the Director General of WIPO and the Secretary General of the Economic Community of Central African States (ECCAS) have prepared a Memorandum of Understanding (MoU) to establish cooperation relations between WIPO and ECCAS, aimed at facilitating the use of intellectual property for the economic, social and cultural development of the Member States of ECCAS. The text of the MoU is set forth in the Annex to the present document.

 *The WIPO Coordination Committee is invited to approve the MoU between WIPO and ECCAS, as set forth in the Annex of document WO/CC/76/3.*

[Annex follows]

WO/CC/76/3

****ANNEX

 

**MEMORANDUM OF UNDERSTANDING**

**on COOPERATION**

**in the field of**

**INTELLECTUAL PROPERTY**

The **World Intellectual Property Organization (WIPO)** whose head office is at 34, Chemin des Colombettes in Geneva, Switzerland, represented by its Director General, Mr. Francis Gurry;

Hereinafter, **“WIPO**”, on the one hand;

And

The **Economic Community of Central African States (ECCAS)**, acting through its General Secretariat, BP 2112 Libreville, Gabon, represented by its Secretary General, His Excellency Ambasador Ahmad Allam-Mi;

Hereinafter, “**ECCAS”,** on the other hand;

Hereinafter jointly referred to as “the Parties” severally as “Party”;

Noting the Convention of July 14, 1967 establishing WIPO;

Noting the ECCAS Treaty;

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 ECCAS’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 ECCAS;

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 ECCAS’s Member States to benefit from WIPO’s Development Agenda;

Determined to further promote intellectual property rights within ECCAS;

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 ECCAS, for the purpose of facilitating the use of intellectual property for the economic, social and cultural development of ECCAS Member States.

ARTICLE II

INVITATIONS TO CONFERENCES, MEETINGS AND OTHER ACTIVITIES

1. WIPO may invite ECCAS or take the necessary steps to secure ECCAS’s invitation to conferences, meetings and other activities that WIPO might organize, whose themes might be of direct interest to ECCAS, 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. ECCAS may invite WIPO or take the necessary steps to secure WIPO’s invitation to conferences, meetings and other activities that ECCAS might organize, whose themes might be of direct interest to WIPO, or to other activities organized by ECCAS in the area of intellectual property, in accordance with the rules and procedures of ECCAS 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 ECCAS. Accordingly, outreach on the socio-economic value of intellectual property might be organized jointly for representatives of ECCAS 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 ECCAS 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 ECCAS 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 ECCAS 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 ECCAS Member States.

ARTICLE VI

COOPERATION AGAINST COUNTERFEITING AND PIRACY

1. In view of the extent of counterfeiting and piracy within the ECCAS community, WIPO undertakes, at the request of ECCAS, 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, ECCAS 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:

* fostering the use of intellectual property by small and medium-sized enterprises in order to promote and market their products and services;
* facilitating access to and utilization of scientific and technical information for research and innovation;
* enhancing national copyright and related rights systems in order to contribute to the establishment of an enabling environment for cultural and economic development;
* buttressing judicial administration in terms of intellectual property; and
* encouraging the use by companies of inventions that have entered the public domain for the economic and technological development of ECCAS Member States.

3. 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 ECCAS 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 an ECCAS Member State.

2. Representatives of ECCAS 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.

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 two original copies in French.

Geneva, on this day, ………………………2019

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| --- | --- |
| For the Economic Community of Central African States (ECCAS) | For the World Intellectual Property Organization(WIPO) |
|  |  |
| Signatory | Signatory |

[End of Annex and of document]