

WIPO Coordination Committee

**Seventy-Eighth (51st Ordinary) Session
Geneva, September 21 to 29, 2020**

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 Secretary-General of the Caribbean Community (CARICOM) have prepared a Cooperation Agreement between WIPO and CARICOM to establish cooperation relations on matters of mutual interest with a view to harmonizing their efforts to develop and promote intellectual property (IP) in the CARICOM Member States. The text of the Cooperation Agreement is set forth in Annex I to the present document; and
- (ii) The Director General of WIPO and the Director General of the Organisation of Eastern Caribbean States (OECS) have prepared a Cooperation Agreement aimed at providing a framework of cooperation between WIPO and OECS on areas of IP to contribute to the economic, social and cultural development of the OECS region. The text of the Cooperation Agreement is set forth in Annex II to the present document.

2. *The WIPO Coordination Committee is invited to approve the Cooperation Agreement between WIPO and CARICOM; and the Cooperation Agreement between WIPO and OECS, as set forth in Annexes I and II, respectively, of document WO/CC/78/3.*

[Annexes follow]



THE CARIBBEAN COMMUNITY



**COOPERATION AGREEMENT
BETWEEN
THE WORLD INTELLECTUAL PROPERTY ORGANIZATION (WIPO)
AND
THE CARIBBEAN COMMUNITY (CARICOM)**

The Caribbean Community (hereinafter referred to as “CARICOM”) and the World Intellectual Property Organization (hereinafter referred to as “WIPO”), hereinafter referred to collectively as “the Parties” and individually as “Party”,

Desirous of attaining the objectives laid down by the Revised Treaty of Chaguaramas establishing the Caribbean Community including the CARICOM Single Market and Economy and the Convention establishing WIPO, including the WIPO Development Agenda,

Recognizing the status of CARICOM as an Accredited Observer of WIPO, and Committed to act in close cooperation, on matters of mutual interest with a view to harmonizing their efforts towards greater effectiveness, as far as possible, having due regard to their respective objectives and functions,

HAVE AGREED as follows:

Article I
FIELDS OF COOPERATION

The Parties may cooperate in all aspects of intellectual property including through:

1. The development of programmes geared towards the public and private sector that will assist CARICOM nationals in engendering the attitudes and acquiring the competence to manage intellectual property effectively;
2. The establishment and strengthening of intellectual property educational and training programmes for formal and informal modes of delivery as well as alternative modes of distance education;
3. The development of national and regional policies, strategies and measures to encourage innovation and diffusion of technologies and the exploitation of copyright-based industries;
4. Technical assistance in the legislative drafting of national and regional intellectual property laws, regulations, guides and manuals to assist CARICOM with the harmonisation of such laws and working procedures;

5. Discussion towards the development of national and regional systems for the preservation through legal protection of expressions of folklore, other traditional knowledge and national heritage, particularly of indigenous populations in CARICOM;
6. The participation by CARICOM in international meetings for the protection of intellectual property rights;
7. Promotion of the latest trends concerning the evolution of intellectual property, including laws and treaties relating to intellectual property;
8. The exchange of information on the intellectual property-related activities being undertaken by either Party, with any Member of CARICOM, and support for representation by both Parties in such activities; and
9. Any other area of cooperation decided on collectively by CARICOM and WIPO at meetings of Ministers responsible for intellectual property in CARICOM.

Article II **RESOURCES AND RESOURCE MOBILIZATION**

Unless otherwise determined in writing, each Party will be responsible for the cost it incurs in conducting the activities contemplated by this Agreement. If any specific cooperation activity proposed in accordance with this Agreement cannot be readily funded from the budget of either WIPO or CARICOM, the Parties agree to cooperate in the most appropriate ways to determine the resources required and to obtain the necessary resources.

Article III **IMPLEMENTATION**

1. The Parties will coordinate on the implementation of a program of activities on an annual basis, which will be monitored by communication between the WIPO and CARICOM through their respective regular working channels.
2. The terms and concrete conditions for implementing the cooperation activities referred to in this Cooperation Agreement shall be agreed or modified by agreement by the Parties on a case-by-case basis and shall establish the operational and financial responsibilities of each Party. Both Parties recognize that the financing of these cooperation activities shall be subjected to their respective internal approval procedures.

Article IV **GENERAL CONSIDERATIONS**

1. The Parties acknowledge that:
 - (a) This Agreement does not create any legally binding or enforceable obligations between the Parties.
 - (b) All activities agreed to between the Parties are to be subject to the respective internal objectives, functions, policies and procedures of the Parties.

(c) Nothing within this Agreement is intended to be, or should be construed as, a waiver of the privileges and immunities of any of the Parties or their officers and employees, and such privileges and immunities are hereby specifically reserved.

2. Any notices required by this Agreement are to be given in writing and delivered to the following representatives of each Party:

Caribbean Community (CARICOM) Secretariat
CARICOM Single Market and Economy Unit
1st Floor, Sky Mall, Haggatt Hall, Barbados
E-mail: info.csmeunit@caricom.org
Telephone No.: +246 429 6064
Fax No.: +246 437 2689
Attention: Programme Manager, CARICOM Single Market and Economy

and

The World Intellectual Property Organisation (WIPO)
34, Chemin des Colombettes
1211 Geneva 20
Switzerland
E-mail: lac.mail@wipo.int
Telephone No: +41 22 338 8171
Fax No.: +41 22 338 8390
Attention: Head, Caribbean Section, Regional Bureau for Latin America and the Caribbean

Article V **MODIFICATION OF THE AGREEMENT**

This Agreement may be modified by mutual written consent of the Parties.

Article VI **TERMINATION OF THE AGREEMENT**

Either Party may terminate this Agreement, subject to six months written notice. If one of the parties decides to terminate this Agreement, the obligations previously committed to through projects agreed to be implemented under this Agreement shall not be affected thereby.

Article VII **ENTRY INTO FORCE**

This Agreement shall enter into force upon its signature by the Secretary-General of CARICOM and the Director General of WIPO.

Article VIII **DISPUTE SETTLEMENT**

The Parties should endeavor to amicably settle through negotiation any differences or disputes arising out of or in connection with the implementation of this Agreement.

IN WITNESS WHEREOF the Parties hereto have signed this Cooperation Agreement in two original copies.

For the Caribbean Community(CARICOM)

For the World Intellectual Property
Organization (WIPO)

H.E. Mr. Irwin LaRocque
Secretary-General

Mr. [Name]
Director General

Place:

Place:

Date:

Date:

[Annex II follows]



**COOPERATION AGREEMENT
BETWEEN
THE WORLD INTELLECTUAL PROPERTY ORGANIZATION (WIPO) AND
THE ORGANISATION OF EASTERN CARIBBEAN STATES (OECS)**

The Organisation of Eastern Caribbean States (hereinafter referred to as “OECS”) and the World Intellectual Property Organization (hereinafter referred to as “WIPO”), hereinafter referred to collectively as the “Parties” and individually as the “Party”,

WHEREAS, the Parties desire to cooperate in executing activities conducive to the development of the intellectual property (IP) system in the OECS region, referring specifically to the following Member States of the WIPO and the OECS: Antigua and Barbuda, Dominica, Grenada, Saint Lucia, Saint Kitts and Nevis and Saint Vincent and the Grenadines;

ACKNOWLEDGING that the mission of the OECS is to contribute to the sustainable development of OECS Member States by assisting them to maximize the benefits from their collective space by facilitating their integration within the global economy, by contributing to policy and programme formulation and execution in respect of regional and international issues, and by facilitation of bilateral and multilateral cooperation;

DETERMINED to consolidate and strengthen the process of regional cooperation and integration with the aim of contributing to the future economic, social and cultural development of its peoples and fulfilling the mandate emanating from the Revised Treaty of Basseterre establishing the OECS Economic Union;

RECOGNIZING the critical role IP plays in promoting economic development, industrial expansion and technological progress in the world;

DESIRING to establish and maintain cooperation in IP relations between the OECS and WIPO;

UNDERSTANDING that close cooperation between OECS and WIPO is essential to facilitate the protection and management of IP rights in the OECS;

NOW, THEREFORE, the Parties have agreed on a partnership geared at promoting the objectives laid down in the Convention establishing WIPO and the Treaty of Basseterre, 1981, establishing the OECS and the Revised Treaty of Basseterre, 2011, establishing the OECS Economic Union, with a view to harmonizing their efforts towards greater effectiveness, as far as possible, having due regard to their respective objectives and functions, under the following provisions:

Article I
PURPOSE

The objective of this Cooperation Agreement is to provide the framework for collaboration, under which joint activities and projects may be undertaken and specific program areas agreed between the OECS and WIPO.

Article II
AREAS OF COOPERATION

The Parties, recognizing the importance of IP in the OECS region, may cooperate in all areas of IP including:

1. Elaboration of policies and strategies for the OECS sub-region;
2. Provision of technical assistance in the formulation and updating of IP laws and regulations, through mutual exchange of data;
3. Development of a sub-regional system (or systems) towards the harmonization of an efficient IP administration, including the establishment of a sub-regional patent system;
4. Organization of activities to support capacity building in the protection and management of IP, including assisting countries of the OECS through the provision of WIPO's information technology solutions for the administration of IP rights;
5. Working jointly to organize symposia, workshops, seminars and other training programs to support capacity building in the use of IP in the sub-region;
6. Provision of support towards the use of the WIPO Global Services; and
7. Provision of technical assistance in the strengthening of the IP system in the OECS.

Article III
IMPLEMENTATION

The terms and concrete conditions for implementing the cooperation activities referred to in this Cooperation Agreement shall be agreed by the Parties on a case-by-case basis and shall establish the operational and financial responsibilities of each Party. Both Parties recognize that the financing of these cooperation activities shall be subjected to their respective internal approval procedures.

Article IV
CONFIDENTIALITY

The OECS and WIPO undertake to preserve the confidentiality of any document, information or other material communicated to them in confidence, disclosure of which could harm the other party.

Article V
GENERAL CONSIDERATIONS

1. The Parties acknowledge that:
 - (a) this Agreement does not create any legally binding or enforceable obligations between the Parties;
 - (b) all activities agreed to between the Parties are to be subject to the respective internal objectives, functions, policies and procedures of the Parties;
 - (c) nothing within, or relating to this Agreement is intended to be construed as a waiver of the privileges and immunities of any of the Parties or their officers and employees, and such privileges and immunities are hereby specifically reserved; and
 - (d) the Parties agree that this Cooperation Agreement supersedes upon the date of its entry into force the Cooperation Agreement entered into force in 2002.

2. Any notices required by this Agreement are to be given in writing and delivered to the following representatives of each Party:

The Director General
The Organisation of Eastern Caribbean States (OECS)
Mourne Fortune
Castries
Saint Lucia

and

The Director General
The World Intellectual Property Organization
34, Chemin des Colombettes
1211 Geneva 20
Switzerland

Article VI
NO LEGAL PARTNERSHIP OR AGENCY

No legal partnership or agency is established by this Cooperation Agreement. Neither Party is authorized or empowered to act as an agent, employee or representative of the other, nor transact business or incur obligations in the name of the other Party or for the account of the other Party. Neither Party shall be bound by any acts, representations, or conduct of the other.

Article VII
DISPUTE RESOLUTION

Any difference or dispute arising from the interpretation or application of this Cooperation Agreement shall be resolved amicably through consultation and negotiation.

Article VIII
AMENDMENT

Either Party may request in writing a revision or amendment of all parts of the present Cooperation Agreement. The Cooperation Agreement may be modified by mutual written consent of the Parties. Any revision or amendment, which has been agreed to by the Parties, shall come into force on such date as will be determined by the Parties.

Article IX
ENTRY INTO FORCE

This Cooperation Agreement shall enter into force upon its signature by the Director General of OECS and the Director General of WIPO.

Article X
TERMINATION

1. Either party may terminate this Agreement subject to six months written notice.
2. If one of the parties decides to terminate this Agreement, the obligations previously committed to through projects agreed to be implemented under this Agreement shall not be affected thereby.

IN WITNESS WHEREOF the undersigned, duly authorized by their respective Organizations, have signed this Cooperation Agreement in two originals in English.

For the Organisation of Eastern Caribbean
States (OECS)

For the World Intellectual Property
Organization (WIPO)

Director General

Director General

Place:

Place:

Date:

Date:

[End of Annex II and of document]