

WIPO Coordination Committee

Eighty-First (53rd Ordinary) Session
Geneva, July 14 to 22, 2022

APPROVAL OF AN AGREEMENT

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.
2. In this respect, the Director General of WIPO and the Secretary-General of the Secretariat for the Central American Economic Integration (SIECA) have prepared a Memorandum of Understanding (MoU) to establish a general framework for cooperation between WIPO and SIECA for supporting, in particular, the development of activities related to intellectual property, the design and implementation of educational programs, the exchange of information of common interest and the provision of technical assistance in areas of their competence. The text of the MoU is set forth in the Annex to the present document.
3. *The WIPO Coordination Committee is invited to approve the Memorandum of Understanding between WIPO and SIECA, as set forth in the Annex of document WO/CC/81/1.*



MEMORANDUM OF UNDERSTANDING FOR MUTUAL COOPERATION BETWEEN THE SECRETARIAT FOR THE CENTRAL AMERICAN ECONOMIC INTEGRATION (SIECA) AND THE WORLD INTELLECTUAL PROPERTY ORGANIZATION (WIPO)

The Secretariat for the Central American Economic Integration, hereinafter SIECA, is represented by its Secretary General Francisco Alberto Lima Mena, in accordance with the Resolution 448-2021 adopted by the Council of Ministers for Economic Integration on April 28, 2021, and the World Intellectual Property Organization, hereinafter WIPO, is represented by its Director General Daren Tang, in accordance with the Convention Establishing the World Intellectual Property Organization signed on July 14, 1967 and as amended on September 28, 1979, both legally authorized to represent its respective Organization, hereinafter referred to as the “Parties”.

RECOGNIZING that WIPO is an organization part of the United Nations system, that constitutes a global forum for services, policies, cooperation, and information regarding intellectual property and its mission is to lead the development of a balanced and effective international intellectual property system that enables innovation and creativity for the benefit of all.

RECOGNIZING that SIECA is the technical and administrative body for the regional economic integration in Central America, established in accordance with the General Treaty of Central American Economic Integration and its Protocol of October 29, 1993, known as the Protocol of Guatemala; with legal personality under international law; and amongst its functions is to provide support services for the work of the organs created to direct and administer the process of Central American economic integration and trade between the countries of the Central American Common Market, in the context of the global integration of Central America;

RECOGNIZING that both Organizations share mutual interest in their educational, business, and cultural objectives;

RECOGNIZING that the Parties subscribed in May of 1985, the Basic Cooperation Agreement, which main purpose is to facilitate, through joint participation, the accomplishment of the objectives contained in their respective mandates;

RECOGNIZING that the Parties wish to modify the scope of the Agreement mentioned before, in order to exchange experiences and promote initiatives that support the strengthening of the regional economic integration in Central America and the economic and social development of the region, through technical and institutional assistance;



RECOGNIZING that the Parties are International Organizations with legal personality, that enables them to subscribe Agreements that promote the accomplishment of their objectives;

Agree to assist each other under the following terms and conditions:

ARTICLE 1 OBJECTIVE

The objective of this Memorandum of Understanding is to establish a general framework for cooperation in the areas described in Article 2.

ARTICLE 2 AREAS OF MUTUAL ASSISTANCE

The areas of mutual assistance of this Memorandum of Understanding are the following:

- a) Jointly execute intellectual property related activities and other activities of common interest to the Parties, within the limits of the human and budgetary resources available to them.
- b) Share the design and the implementation of educational programs in an online or traditional format, within the limits of the human and budgetary resources available to them.
- c) Exchange technical information, statistics, papers, publications, magazines, methodologies, or other material of common interest, developed by the Parties.
- d) Advise or provide technical assistance in areas of their competence, in accordance with their internal rules and procedures.
- e) Any other area agreed to by the Parties in writing.

ARTICLE 3 IMPLEMENTATION OF SPECIFIC ACTIVITIES

For the development of specific activities resulting from the implementation of this Memorandum of Understanding, the Parties shall agree in writing on, *inter alia*, the description of the projects that will be implemented, the name of the representative responsible for each Party, the obligations of the Parties, execution deadlines and schedules, and the planning of the necessary resources for the execution of the project, sources and forms of financing, if applicable.



ARTICLE 4 FOCAL POINTS

4.1 For the implementation of this Memorandum of Understanding, each Party shall appoint a Focal Point who acts as a contact person for all communications and questions regarding the implementation of the Memorandum of Understanding.

4.2 The name of the appointed Focal Point, and any changes thereof, shall be notified in writing to the other Party without delay.

ARTICLE 5 FINANCIAL IMPLICATIONS

This Memorandum of Understanding does not commit either Party to financial obligations in any way. In the event that the implementation of this Memorandum of Understanding needs financing, the Parties shall expressly agree on their respective operational and financial obligations, in writing, on a case-by-case basis. In any event, the implementation of this Memorandum of Understanding is subject to the availability of resources of the Parties and to compliance with their financial regulations and rules.

ARTICLE 6 CONFIDENTIALITY

6.1 For the purpose of implementing this Memorandum of Understanding, a Party (the “receiving Party”) may have access to, or receive information, data, documentation and/or knowledge of the other Party (the “disclosing Party”) that is confidential (“CONFIDENTIAL INFORMATION”). The disclosing Party that discloses confidential information will have the obligation to identify it as confidential. The receiving Party shall use the CONFIDENTIAL INFORMATION only for the performance of this Memorandum of Understanding or for purposes specified in or pursuant to this Memorandum of Understanding.

6.2 CONFIDENTIAL INFORMATION may be only disclosed to the receiving Party’s personnel and third parties on a need-to-know basis provided that they are bound by confidentiality obligations sufficient to carry out the intent of this Memorandum of Understanding.

6.3 CONFIDENTIAL INFORMATION shall not include any information for which it can be established that it was:

- a) publicly known prior to the time of disclosure to the receiving Party or becomes publicly known after disclosure to the receiving Party, through no action or inaction of the receiving Party; or
- b) previously known by the receiving Party at the time of disclosure, without obligation of confidentiality.

6.4 The obligations under the present Article shall survive the termination of this Memorandum of Understanding.



ARTICLE 7 INTELLECTUAL PROPERTY RIGHTS AND USE OF NAME AND LOGO

7.1 Intellectual Property: All intellectual property rights provided by either Party under this Memorandum of Understanding shall remain the exclusive property of such Party. Neither Party may vary the nature nor essence of the information or image provided by the other Party without the latter's written prior authorization. In the event that the Parties foresee that intellectual property that can be protected will be created in relation to a particular activity or project to be carried out under this Memorandum of Understanding, the Parties shall negotiate and agree on terms of its ownership and use in writing.

7.2 Use of Name or logo: Neither Party shall use the name, logo, emblem or trademarks of the other Party without the prior written approval of the other Party in each case.

ARTICLE 8 PRIVILEGES AND IMMUNITIES

Nothing in or relating to this Memorandum of Understanding shall be construed as constituting a waiver of the privileges and immunities of SIECA or WIPO, or their respective officials.

ARTICLE 9 DISPUTE SETTLEMENT

Any dispute that arises regarding the interpretation or application of this Memorandum of Understanding shall be resolved through direct negotiation between the Parties. The solutions will be agreed in writing.

ARTICLE 10 DURATION AND AMENDMENT

10.1 This Memorandum of Understanding will enter into force on the date of the last signature of the Parties, and will remain in force for a period of two (2) years with the possibility to be extended by means of an exchange of letters between the Parties, at least 3 months prior its expiration date.

10.2 The amendments to this Memorandum of Understanding may only be made by mutual consent of the Parties expressed in writing. The documents containing the amendments will be added as annexes of this Memorandum of Understanding and will become part of it.

10.3 This Memorandum of Understanding may be terminated at any time through mutual consent of the Parties or by either Party giving to the other Party no less than three (3) months' prior notice in writing. Unless otherwise agreed, termination of this Memorandum of Understanding shall not alter obligations previously entered into or arising from activities initiated and conducted under the terms of the Memorandum of Understanding.



10.4 As of the entry into force of this Memorandum of Understanding, the Parties hereby agree to terminate the Basic Cooperation Agreement between the International Office of the World Intellectual Property Organization (WIPO) and the Permanent Secretariat of the General Treaty for Central American Economic Integration (SIECA) of May 1985.

ARTICLE 11 FINAL PROVISIONS

11.1 For the purposes arising from the application of this Memorandum of Understanding and to receive notifications, the Parties indicate the following addresses:

SIECA
4^a Avenida 10-25, zona 14
01014 Ciudad de Guatemala, Guatemala

WIPO
34 Chemin des Colombettes
1211 Geneva, Switzerland

11.2 Any change of address of either Party must be notified without delay in writing to the other Party, with acknowledgment of receipt. Without this notice, all communications will be validly made at the addresses indicated in this article.

In witness whereof, the Parties have signed the present Memorandum of Understanding in two originals, each in English and Spanish, both texts being equally authentic.

For the Secretariat for the Central American
Economic Integration (SIECA)

For the World Intellectual Property Organization
(WIPO)

Francisco A. Lima Mena

Daren Tang

Date:-----

Date:-----

[End of Annex and of document]