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WIPO Coordination Committee

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

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 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 I to the present document; and
- (ii) The Director General of WIPO and the Secretary General of the Common Market for Eastern and Southern Africa (COMESA) have prepared a Cooperation Agreement aimed at working in close cooperation and consultation on matters of common interest in order to harmonize their efforts to contribute to the economic, social and cultural development of the COMESA Member States, due regard being given to their respective mandates. The text of the Cooperation Agreement is set forth in the Annex II to the present document.

2. *The WIPO Coordination Committee is invited to approve the MoU between WIPO and ECCAS; and the Cooperation Agreement between WIPO and COMESA, as set forth in Annexes I and II, respectively, of document WO/CC/76/3 Rev.*

[Annexes follow]



**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 Ambassador 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

For the Economic Community of Central
African States (ECCAS)

For the World Intellectual Property Organization
(WIPO)

Signatory

Signatory

[Annex II follows]



COOPERATION AGREEMENT

between the

WORLD INTELLECTUAL PROPERTY ORGANIZATION

and the

**COMMON MARKET
FOR EASTERN AND SOUTHERN AFRICA**

PREAMBLE

The World Intellectual Property Organization, an Intergovernmental Organization with its headquarters situated in 34 Chemin des Colombettes, 1211 Geneva 20, Switzerland, hereinafter referred to as “WIPO,” and

The Common Market for Eastern and Southern Africa, a regional trade and investment intergovernmental organization established by Treaty on 8 December, 1994, having its headquarters at COMESA Centre, Ben Bella Road, Lusaka, Zambia, hereinafter referred to as “COMESA,” and alternatively both jointly referred to as “the Parties:”

Considering the importance of trade, industry, science, technology and culture to the economic, social and cultural development of States;

Convinced of the importance of intellectual property as an instrument for the promotion of trade, industry, science and technology and also culture;

Conscious of the need to promote the protection and exploitation of genetic resources, traditional teachings and knowledge and folklore;

Desiring to cooperate in promoting the economic, social and cultural development of the member States of COMESA through better use by them of an effective intellectual property system;

Having regard to the Convention Establishing the World Intellectual Property Organization (signed at Stockholm, Sweden, on July 14, 1967) and to the Treaty establishing the Common Market for Eastern and Southern Africa;

Now, therefore, the Parties hereby agree as follows:

ARTICLE 1 COOPERATION

1. The Parties shall work in close cooperation and consultation on matters of common interest in order to harmonize their efforts to contribute to the economic, social and cultural development of the COMESA Member States, due regard being given to their respective mandates.

2. Within the limits of the framework laid down in Article 2, the areas of cooperation shall be the following:

- (a) Development and implementation of a capacity building programme for COMESA on Intellectual Property Rights at both the Secretariat and Member State Level.
- (b) Development of an awareness creation programme on the Importance of Intellectual Property Rights as an enabler for Economic Development;
- (c) Development of an Inventors' Assistance Programme for innovators in the COMESA Region i.e the development of a pro bono programme for lawyers in the COMESA Region to assist inventors and innovators to protect their intellectual property rights;
- (d) Establishment of a partnership between WIPO Academy and the COMESA Virtual University to deliver distance learning on Intellectual Property Rights (IPR) in the COMESA Region.

- (e) The Parties shall work on the establishment of a legal environment commensurate with the international commitments of COMESA Member States in such a way as to promote better use of intellectual property and thereby to contribute to the development of trade, industry, science and technology and also culture of the COMESA Member States.
- (f) Within their respective mandates, the Parties shall cooperate in taking appropriate action to promote invention and innovation in the Member States.
- (g) The Parties shall cooperate in the implementation of a program of intellectual property training and awareness promotion consistent with the achievement of the aims of this Agreement.
- (h) The Parties shall promote free-of-charge access to the information available to them and to their respective databases of laws, regulations and technical information, subject to Article 3.
- (i) The Parties shall cooperate in implementing a program of awareness promotion on the protection and exploitation of genetic resources, traditional teachings and knowledge and folklore.
- (j) The Parties shall agree on any other area of cooperation within the framework of their work programs.

ARTICLE 2 REPRESENTATION

1. COMESA shall be invited to take part, as an observer, in meetings convened by WIPO that deal with matters of particular interest to it.
2. Subject to COMESA Rules of Procedure for granting observer status to cooperating partners, WIPO may be invited to take part, as an observer, in meetings convened by COMESA that deal with matters of particular interest to it.
3. The participation of representatives of COMESA or WIPO in the meetings of the other party shall be financed by their respective organizations.

ARTICLE 3 EXCHANGE OF INFORMATION AND DOCUMENTS

The Parties shall exchange relevant information and documents, free of charge, subject to any restrictions and conditions that either party may consider necessary in order to preserve the confidentiality of certain such information and documents.

ARTICLE 4 FINANCIAL IMPLICATIONS

1. Notwithstanding any other provision of this Agreement, nothing in this Agreement shall be taken as creating any financial obligation for either Party prior to such obligation being mutually and expressly agreed in writing.
2. Any expenditure arising from the implementation of this Agreement that is routine or of negligible amount shall be borne by the Party concerned.
3. Where cooperation proposed by one of the Parties to the other under this Agreement has greater financial implications than the expenditure referred to above, WIPO and COMESA shall consult each other with a view to determining the means of mobilizing the necessary funds, the most equitable way of defraying the expenditure and, where the necessary funds cannot be readily found, shall decide on the most suitable means of procuring them.
- 4 The parties may enter into other Agreements for purposes of implementing specific and agreed areas of collaboration.

ARTICLE 5 IMPLEMENTATION

The Director General of WIPO and the Secretary General of COMESA shall take the necessary action to ensure the proper implementation of this agreement.

ARTICLE 6 AMENDMENT

This Agreement may be amended by mutual consent evidenced in writing.

ARTICLE 7 TERMINATION

1. Any Party may terminate this Agreement by giving notice of its intention to the other Party.
2. Any termination of this Agreement shall come into effect on the expiry of a period of two months following the date of the above notice, except where the two organizations agree on another date. Termination shall in no way affect obligations assumed in connection with projects already initiated under this Agreement.

ARTICLE 8
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 Secretary General of COMESA.

ARTICLE 9
CHANNEL OF COMMUNICATION

1. For the purposes of facilitating the implementation of the working arrangements to be established by the Parties in the framework of this Cooperation Agreement, the channel of communication for the Parties will be:

For COMESA

Common Market for Eastern and Southern Africa
Attn: Secretary General
Ben Bella Road
P.O BOX 30051
Lusaka
10101
Zambia
Tel: +260 1 229 725/32
Fax: +260 1 225 107
Email: secgen@comesa.int

For WIPO

World Intellectual Property Organization
Attn: Director General
The World Intellectual Property Organization (WIPO)
34 Chemin des Colombettes
1211 Geneva 20
SWITZERLAND
Tel: +41 22 338 9948
Fax: +41 22 733 5428
Email: africa@wipo.int

2. Either party may, by notice in writing to the other Party, designate additional representatives or substitute other representatives for those designated in this Article.

ARTICLE 10
SETTLEMENT OF DISPUTES

The Parties confirm that they shall exercise good faith efforts to resolve any dispute between them arising from or in connection with this Cooperation Agreement through mutual negotiation and agreement.

ARTICLE 11
PRIVILEGES AND IMMUNITIES

Nothing in or relating to this Agreement shall be deemed a waiver of any privileges and immunities accorded to WIPO as international organization and specialized agency of the United Nations.

In witness whereof the undersigned, being duly authorized to that end, have affixed their signatures on two originals of this Agreement.

Done at Lusaka and Geneva, For the World
Intellectual Property Organization (WIPO)

For the Common Market for Eastern and
Southern Africa (COMESA)

Francis Gurry
Director General

Chileshe Mpundu Kapwepwe
Secretary General

Date:

Date:

[End of Annex II and of document]