



United Nations Industrial Development Organization

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Item 12 of the provisional agenda

**Matters related to intergovernmental, non-governmental,
governmental and other organizations**

Draft agreement between UNIDO and the World Intellectual Property Organization

Note by the Director-General

The present document contains the draft agreement with an intergovernmental organization (World Intellectual Property Organization) within the United Nations system.

1. Article 19.1 (a) of the Constitution of UNIDO stipulates that the Director-General may, with the approval of the Industrial Development Board and subject to the guidelines established by the General Conference, "enter into agreements establishing appropriate relationships with other organizations of the United Nations system and with other intergovernmental and governmental organizations." Pursuant to paragraph 3 of the guidelines issued by the General Conference in its decision GC.1/Dec.41 regarding relationship agreements with organizations of the United Nations system other than the United Nations, the Director-General presents to the Board for approval the draft agreement to be concluded between UNIDO and the World Intellectual Property Organization (WIPO).

2. The text of the draft agreement has been mutually agreed upon by the Directors-General of UNIDO and WIPO and will be presented to the governing body of WIPO for approval in accordance with the requirements existing in that organization.

For reasons of economy, this document has been printed in a limited number. Delegates are kindly requested to bring their copies of documents to meetings.

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Action required of the Board

3. The Board may wish to approve the draft agreement with the World Intellectual Property Organization (WIPO), the text of which is contained in an annex to the present document.

Annex

Draft Agreement between the World Intellectual Property Organization (WIPO) and the United Nations Industrial Development Organization (UNIDO)

Preamble

The World Intellectual Property Organization (hereinafter referred to as WIPO) and the United Nations Industrial Development Organization (hereinafter referred to as UNIDO),

Recognizing that WIPO is a specialized agency of the United Nations, and has the mandate to promote the protection of intellectual property through cooperation among States and, where appropriate, in collaboration with any other international organizations,

Recognizing that UNIDO is a specialized agency of the United Nations, and has the mandate to promote and accelerate sustainable industrial development in developing countries and economies in transition,

Recalling the good institutional relations that for many years have existed between the two Organizations,

Wishing to strengthen their collaboration within the framework of the mandates assigned to them and for the benefit of their respective Member States,

Have agreed on the following:

Article I Cooperation

The Secretariats of WIPO and UNIDO, with a view to promoting the attainment of the objectives laid down by the Convention Establishing WIPO and the Constitution of UNIDO and to increasing the effectiveness of their individual activities, agree to strengthen their cooperation on matters of mutual interest.

Article II Fields of Cooperation

The following non-exhaustive list includes fields to which cooperation shall relate, in the context set forth in Article I, and which will be elaborated by the Secretariats of WIPO and UNIDO:

- (a) Technology foresight and strategic use of patent information for development;
- (b) Intellectual property, innovation promotion and technology management and transfer;
- (c) Private sector development and intellectual property;
- (d) Trade capacity-building and trade related intellectual property right issues.

**Article III
Reciprocal Representation**

The Secretariats of WIPO and UNIDO, following their usual practice, shall send each other invitations to participate in meetings organized by them individually on matters of common interest and may jointly sponsor such meetings where they see fit. For this purpose, WIPO and UNIDO shall also make any necessary arrangements for ensuring reciprocal representation at appropriate meetings convened under their respective auspices.

**Article IV
Exchange of Information and Documents**

The Secretariats of WIPO and UNIDO shall undertake an exchange of 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 V
Financial Implications**

1. Any minor or ordinary expenditure relating to the implementation of this Agreement shall be borne by the respective Party.
2. If the cooperation proposed by one of the Parties to the other in accordance with this Agreement entails expenditure beyond minor and ordinary expenditures, consultations shall be held between WIPO and UNIDO to determine the availability of resources required, the most equitable way of meeting such expenditures and if resources are not readily available, the most appropriate ways to obtain the necessary resources.

**Article VI
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 Director-General of UNIDO, and subject to the approval of the WIPO Coordination Committee and the UNIDO Industrial Development Board.

**Article VII
Amendment and Revision**

The present Agreement may be amended or revised by mutual consent of the Parties expressed in writing.

**Article VIII
Termination of the Agreement**

Either Party may terminate this Agreement, subject to six months' written notice. Such notice of termination of the Agreement by one of the Parties shall not

affect the obligations previously entered into in the context of projects implemented under this Agreement.

In witness whereof, the Director General of the World Intellectual Property Organization and the Director-General of the United Nations Industrial Development Organization have signed the present Agreement in two originals, in English, on the dates appearing under their respective signatures.

On behalf of the World Intellectual
Property Organization

On behalf of the United Nations
Industrial Development Organization

Director General
Francis Gurry

Director-General
Kandeh K. Yumkella

(date)

(date)