



## **MEMORANDUM OF UNDERSTANDING**

### **BETWEEN**

**THE WORLD INTELLECTUAL PROPERTY ORGANIZATION (WIPO)**

### **AND**

**THE ECONOMIC COOPERATION ORGANIZATION (ECO)**

### **PREAMBLE**

The World Intellectual Property Organization and the Economic Cooperation Organization, hereinafter individually referred to as "WIPO" and "ECO" and collectively as "Parties";

Recognizing the leading role of WIPO on the development of a balanced and effective international intellectual property (IP) system that enables innovation and creativity for the benefit of all;

Recalling that one of the objectives of WIPO enshrined in the WIPO Convention is to promote the protection of IP throughout the world through cooperation among States and, where appropriate, in collaboration with any other international organization;

Considering that one of the objectives of ECO enshrined in the Treaty of Izmir is to promote conditions for sustainable economic development and to raise on this basis the standard of living and quality of life in the Member States through mobilization of economic and social potentials of the region;

Underlining that protection of IP is one of the major drivers for sustainable economic development;

Taking into account that cooperative relationship between ECO and WIPO can facilitate the efforts of ECO Member States aimed at addressing challenges related to protection of IP rights when striving to make progress towards gradual and smooth integration of their economies into the world economy;

Have agreed to conclude this Memorandum of Understanding (hereinafter referred to as MoU) as follows:



## **ARTICLE I PURPOSE**

The purpose of this MoU is to provide a framework for cooperation between ECO and WIPO thereby helping ECO Member States and the ECO Region as a whole to more effectively realize the benefits of the global IP system for their economic development.

## **ARTICLE II SCOPE OF COOPERATION**

The scope of this MoU is to fulfill the purpose set out in Article I through provision of technical assistance, capacity and awareness building support, legislative and policy advice, IP strategies' assistance and development of IP infrastructures by ways and means to be developed by the work programmes referred to in Article IV below.

## **ARTICLE III AREAS OF COOPERATION**

The Parties will:

- (a) Develop joint projects for implementation of this MoU, in accordance with their respective rules and regulations.
- (b) Exchange information and documents, subject to the restrictions and arrangements as may be considered necessary by either party to preserve the confidential nature of certain information and documents.
- (c) Participate in each other's meetings, as and when permitted by their respective rules and regulations, or as implementation of this MoU and its work programmes so require.
- (d) Organize joint events on issues of common interest.

## **ARTICLE IV WORK PROGRAMMES**

- (a) The Parties will jointly develop work programmes for the implementation of this MoU.
- (b) The Parties will hold regular consultations on the implementation of the MoU and work programmes.

## **ARTICLE V FOCAL POINTS**

The Parties shall each designate a person to act as a focal point with a view to ensuring the implementation of the provisions of the present MoU.



## **ARTICLE VI FINANCIAL COMMITMENTS**

This MoU shall not involve any financial commitment by the Parties nor the obligation to finance the activities which, where appropriate, shall be undertaken under this MOU. Any undertaking of that kind shall be reflected in separate arrangements, as agreed by the Parties.

## **ARTICLE VII ENTRY INTO FORCE, TERMINATION AND MODIFICATION**

- (a) This MoU shall enter into force once both parties have affixed their signatures and will remain in force until it is terminated either by mutual consent or by written notice by either party. The termination of the MoU shall not affect the implementation of ongoing activities, which have been agreed upon prior to the date of the termination of the MoU.
- (b) This MoU may be modified by agreement between the Parties, expressed in writing. Unless otherwise specified, any such modification shall enter into force in the same manner as this MoU.

## **ARTICLE VIII SETTLEMENT OF DISPUTES**

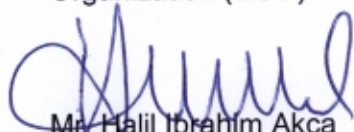
Any dispute regarding the implementation or interpretation of this MoU shall be settled amicably through negotiations between the Parties.

## **ARTICLE IX PRIVILEGES AND IMMUNITIES**

Nothing in or relating to this MoU shall be deemed a waiver of any of the privileges and immunities of WIPO in conformity with Convention on the Privileges and Immunities of the Specialized Agencies approved by the General Assembly of the United Nations on November 21, 1947, and with the provisions of the Agreement between the Swiss Federal Council and WIPO to determine the Organization's juridical status in Switzerland of December 9, 1970, and of the Implementation Arrangement of the same date related thereto.

In witness whereof, the Secretary General of the ECO and the Director General of the WIPO have signed the present MoU in duplicate, in English, on the dates appearing under their respective signatures.

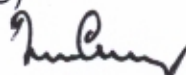
For the Economic Cooperation  
Organization (ECO)



Mr. Halil Ibrahim Akça  
Secretary General

Date: 22/01/2018

For the World Intellectual  
Property Organization  
(WIPO)



Mr. Francis Gurry  
Director General

Date: 12/15/18