



## **MEMORANDUM OF UNDERSTANDING**

**Between**

**THE WORLD INTELLECTUAL PROPERTY ORGANIZATION**

**And**

**THE INTERNATIONAL TRADEMARK ASSOCIATION**

Background: the International Trademark Association (INTA)'s working relationship with the World Intellectual Property Organization (WIPO) goes back several decades. The two organizations have collaborated on several efforts to improve and harmonize the legal framework and respect for trademarks and related rights. INTA, as an accredited non-governmental organization, has a collaboration agreement with the WIPO Arbitration and Mediation Center. The Association meets regularly with WIPO Senior Management (an INTA delegation met with the Director General of WIPO on April 11, 2019; WIPO often attends INTA's Annual Meeting). Furthermore, INTA provides resource persons to WIPO's capacity building programs and participates in standing committees and working groups as an observer. The Standing Committee on the Law of Trademarks, Industrial Designs and Geographical Indications is the main committee touching on trademark and design issues, but INTA's representatives also attend meetings dealing with classification, appellations of origin and geographical indications, indigenous rights, the Madrid System and the Hague System, enforcement and development issues. While not having a vote, INTA has provided significant expert advice on several trademark-related topics. But more importantly, INTA has been the principal IP organization to back a number of WIPO initiatives, several of which were successful.

The World Intellectual Property Organization (WIPO) and the International Trademark Association (INTA) (hereinafter collectively called "the Parties", and individually a "Party"):

RECOGNIZING the value of trademarks as a vital form of intellectual property to protect companies, consumers, to promote fair and effective commerce;

BEARING IN MIND the rapid increase in the international trade in branded goods; and the important role of innovation and diffusion of green technologies;

DESIRING to build links for cooperation between WIPO and the private sector through collaborative programs and exchanges;

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**THE PARTIES AGREE TO THE FOLLOWING:****ARTICLE 1  
OBJECTIVE**

The objective of this Memorandum of Understanding (MOU) is to establish a broad and flexible framework under which the Parties can develop cooperation activities in the field of trademarks, and other related areas.

**ARTICLE 2  
COOPERATION ACTIVITIES**

To achieve the objective of this MOU, the Parties may engage with the following cooperation activities in areas of mutual interest:

- a) With the support of the Brands for a Better Society Committee raise awareness on WIPO GREEN;
- b) Promote WIPO GREEN through joint organization of workshops and seminars.

**ARTICLE 3  
AREAS FOR COOPERATION**

Cooperation between the Parties may be carried out in the following areas:

- 1) Invitations to programs and meetings. Each Party may send to the other Party invitations to have one representative participate for free in its meetings that are of mutual interest.
- 2) Cooperation in the organization of programs and meetings. The Parties may collaborate in the organization of conferences, study sessions, and seminars and other related areas which may be organized at the international, regional or sub-regional level.
- 3) Development of training programs. The Parties may work collaboratively to develop training for public officers and private industry players to emphasize the importance of trademarks to economic development, value creation, innovation and the protection of the consumers, and share information about trademark-related issues and concerns.

**ARTICLE 4  
PROGRAM OF WORK**

For the development of the activities in Article 3 above, the Parties will endeavor to develop an individual work program for every activity to be undertaken, describing precisely the objective, financial and technical resources to be contributed with budgetary details, timetables and obligations. Upon consultation and agreement between the Parties, activities can subsequently be implemented.

This MOU does not obligate the Parties to implement activities in all areas of cooperation contemplated therein.

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## **ARTICLE 5 MONITORING MECHANISM**

Each Party will designate a coordinator who will be responsible for:

- (a) the management of the cooperation activities;
- (b) the progress assessment in the implementation of work programs; and
- (c) the representation for each Party in the cooperation activities.

## **ARTICLE 6 FUNDING**

This MOU does not involve the transfer of financial resources between the Parties.

The implementation of all activities pursuant to this MOU will be subject to the availability of funds needed for its financing, in the terms and conditions the Parties agree to in accordance with their budgetary availability.

Both Parties will hold the expenses of their own employees involved in the activities resulting from the present Memorandum.

## **ARTICLE 7 INFORMATION SHARING AND PUBLICATIONS**

The information resulting from the implementation of programs and projects, as well as any other information which is derived from the cooperation activities under this MOU, will not be disclosed or divulged to third parties, without prior written consent by the other Party.

The Parties agree to exchange non-confidential information and disseminated material for which they have ownership as a result of the implementation of programs and projects on the terms and conditions agreed by the Parties. The Parties also agree that such information and material, with prior written consent by the Parties and on such terms and conditions agreed by the Parties, may be published. Depending on the nature of such information and material to be published, the Parties providing such information and material reserve the right to review and edit the information and material prior to its publication to ensure its accuracy.

## **ARTICLE 8 APPLICABLE LEGISLATION**

The Parties shall implement the activities and areas of cooperation indicated in this MOU, in full observance of their competencies and in accordance with their respective rules and policies.

## **ARTICLE 9 SETTLEMENT OF DISPUTES**

Notwithstanding any other provisions of this MOU, this MOU:

- (i) is not binding in law or equity;
- (ii) is not intended to give rise to any rights, obligations or expectations on the part of either Party to this MOU or any other person; and
- (iii) shall not fetter the powers, discretions and duties of any Intergovernmental Organizations or officers under the law to the extent that such departments or officers are to act in a governmental capacity as a competent authority.

Any dispute resulting from the implementation or interpretation of this MOU, shall be settled amicably through negotiations between the Parties.

## **ARTICLE 10 FINAL DISPOSITIONS**

This MOU will enter into force from the date of signature of the Parties and will have a validity of 3 years, extendable for periods of the same duration subject to prior consideration and agreement in writing by the Parties.

INTA takes note of the existence of the WIPO GREEN Charter.

This MOU may be modified by mutual agreement by the Parties, and formalized through written communications specifying the date of entry into force.

Any of the Parties may at any time terminate this MOU by giving the other Party two months written notice. Arrangements previously entered into in relation to projects or activities will not be affected.

This Memorandum is signed in two originals in English.

For The International Trademark Association  
(INTA)

For the World Intellectual  
Property Organization  
(WIPO)

Signatory

Signatory