



MINISTRY OF ECONOMIC DEVELOPMENT,
TRADE AND AGRICULTURE OF UKRAINE



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MEMORANDUM OF UNDERSTANDING BETWEEN THE WORLD INTELLECTUAL PROPERTY ORGANIZATION AND THE MINISTRY OF ECONOMIC DEVELOPMENT, TRADE AND AGRICULTURE OF UKRAINE ON THE ESTABLISHMENT OF THE NATIONAL INTELLECTUAL PROPERTY TRAINING CENTER

The World Intellectual Property Organization (WIPO), through the WIPO Academy, and the Ministry of Economic Development, Trade and Agriculture of Ukraine (MEDTA), through the State Organization "National Intellectual Property Office" (NIPO), hereinafter referred to individually as "Party" and jointly as "Parties";

Inspired by the Parties' mutual desire to consolidate and strengthen their cooperation;

Highlighting the importance of WIPO's support and assistance for capacity-building in the field of intellectual property (IP);

Considering MEDTA's interest in building respect for IP worldwide;

Considering WIPO Strategic Goal III "Facilitating the Use of IP for Development";

Considering the importance that MEDTA attaches to human resource development in the area of IP, with a view to promoting social, cultural and economic development;

Implementing the Cooperation Program between WIPO and the Ministry of Economic Development and Trade of Ukraine for 2018-2019 done in Geneva on October 6, 2017;

Considering the outcome of the WIPO fact-finding mission undertaken on August 27 and 28, 2019, with a view to determining the needs of MEDTA in terms of capacity-building in the area of IP and the feasibility of the Project;

Have agreed as follows:

ARTICLE 1 – OBJECTIVES

WIPO will assist MEDTA with the establishment of the National training, teaching and education center in the field of IP, so called “IP Academy” (hereinafter referred to as “IPA”) by implementing an agreed set of activities based on predefined objectives, expected results and indicators (“the Project”).

ARTICLE 2 – PROJECT DOCUMENT AND WORK PLANS

2.1 The Parties agree to prepare a “Project Document” for this cooperation, which will include objectives, expected results, indicators, activities inputs, outputs, Project Workplan and timelines of the Project, and terms of reference for key human resources involved. The Project Document will be formalized by an exchange of letters or emails between the Parties and shall become an integral part of this Memorandum of Understanding (MoU).

2.2 The Parties will jointly develop work plans describing activities, duration and estimated period of implementation, human inputs and financial obligations for the execution of each activity.

ARTICLE 3 – PARTICIPATING INSTITUTIONS

3.1 MEDTA appoints NIPO as the national institution in charge of implementing the Project.

3.2 WIPO will be represented by the WIPO Academy.

ARTICLE 4 – OBLIGATIONS OF THE PARTIES

4.1 WIPO will be responsible for the following:

4.1.1 retaining the services of an *ad hoc* consultant with a background on IP education and knowledge of local needs, who will act as a focal point between NIPO and WIPO to assist and ensure the successful implementation and completion of the Project;

4.1.2 providing advice and support to the director and staff of the IPA in the preparation of a business plan for the IPA;

4.1.3 advising MEDTA on the institutional framework and infrastructure requirements of the IPA and assisting with the establishment of an IP library by providing bibliography or reference materials considered relevant for the training programs to be offered at the IPA;

4.1.4 designing and implementing training programs necessary for the capacity-building of the IPA's core staff, including the current training programs offered by the WIPO Academy;

4.1.5 making recommendations on the appropriateness of resources and training materials;

4.1.6 assisting in the preparation of curricula for training programs; and

4.1.7 providing consultants and/or staff members for the training programs.

4.2 MEDTA will be responsible for the following:

4.2.1 developing a legal framework for the establishment of the IPA;

4.2.2 developing synergies with institutions which may contribute to the long-term sustainability of the IPA;

4.2.3 providing access to suitable premises for the development of activities in relation to the IPA, including a dedicated room for an IP library within the IP Academy or within a local library and an inventory system to manage the use and retention of the library resources;

4.2.4 appointing, for the entire duration of this MoU, at least one director of the IPA, who will lead operational activities to ensure the IPA's sustainability in the long term;

4.2.5 designating, within 30 days of the signing of this MoU, a group of key trainers with substantive knowledge of IP, who will act as trainers at the IPA and whose detailed functions are described in the Project Document, and ensuring, through contractual or other arrangements, a minimum turnover of the key trainers within the cooperation period;

4.2.6 ensuring the designated director and key trainers will attend all training modules offered by WIPO for the capacity-building of the IPA's core staff according to Article 4.1.4 above;

4.2.7 developing and approving a business plan for the IPA, setting out its mission and vision, establishment of main outputs, operations and financing, and providing annual reports on the progress of activities based on the performance indicators and other relevant information contained in the business plan; and

4.2.8 upon completion of the training of key trainers, offering training programs in line with the IP Academy's work plan and aligned with specific national IP goals, each year to the intended beneficiaries as specified in the Project Document.

4.3 Both Parties will be responsible for conducting evaluations of the Project. Evaluations will be submitted annually during the implementation of the Project and at 2, 3, and 5 years after the completion of the Project. *Ad hoc* informal evaluations may be requested by either Party should the need arise.

ARTICLE 5 – SUSPENSION

5.1 WIPO reserves the right to suspend the implementation of the Project and to reallocate earmarked resources:

5.1.1 if, during the implementation of the Project, MEDTA fails to provide the inputs specified in the Project Document on the planned dates, or if it is forced to delay the provision of such inputs for a period of more than 12 months; and

5.1.2 for any cause constituting *force majeure* (*force majeure* as used in this Article means unforeseeable and irresistible acts of nature; war, whether declared or not; invasion; revolution; insurrection; or other acts of similar nature).

ARTICLE 6 – AMENDMENTS

Any provision of this MoU may be modified with the written consent of both Parties.

ARTICLE 7 – INTELLECTUAL PROPERTY

7.1 All documents subject to IP rights resulting from this MoU shall be the property of the Party or Parties which funded the development of the document.

7.2 Notwithstanding Article 7.1, WIPO and MEDTA shall agree on the reproduction, publication and promotion of works and other documents developed within the framework of this MoU, having due regard to the contribution of each Party.

ARTICLE 8 – CONFIDENTIALITY

The Parties shall consult each other before disclosing sensitive information resulting from the preparation of programs and projects and any other information derived from cooperation under this MoU. This Article does not apply to training materials produced within the ambit of the cooperation, which may be used without prior consultation of the other Party.

ARTICLE 9 – SETTLEMENT OF DISPUTES

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

ARTICLE 10 – TERMINATION

Either Party may terminate the MoU by giving a written notice six (6) months prior to the date of its termination. Termination of this MoU by one of the Parties or its expiration as referred to in Article 12 shall not alter obligations previously entered into or arising from activities initiated and conducted under the terms of the MoU.

ARTICLE 11 – PRIVILEGES AND IMMUNITIES

Nothing in or relating to this MoU shall be deemed a waiver of any of the privileges and immunities of WIPO as an international organization and Specialized Agency of United Nations.

ARTICLE 12 – ENTRY INTO FORCE, DURATION AND PROLONGATION OF THE MOU

This MoU shall become effective upon signature by the Parties and shall remain in force for two (2) years. This MoU may be prolonged in writing for additional periods to be jointly determined by the Parties at least sixty (60) days prior to its expiration.

IN WITNESS WHEREOF, the undersigned, duly authorized therefor, have signed this MoU.

Done in Geneva, on this day 3 October 2019, in duplicate, each in English and Ukrainian, both texts being equally authentic. In case of any divergences in interpretation, the English text shall prevail.

For the Ministry of Economic Development,
Trade and Agriculture of Ukraine



Mr. Taras Kachka
Deputy Minister – Trade
Representative of Ukraine

For the World Intellectual
Property Organization (WIPO)



Dr. Francis Gurry
Director General