

No. 960

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**WORLD INTELLECTUAL PROPERTY  
ORGANIZATION  
and  
INDUSTRIAL PROPERTY ORGANIZATION  
FOR ENGLISH-SPEAKING AFRICA**

**Agreement on co-operation. Signed at Geneva on 3 July  
1981**

*Authentic text: English.*

*Filed and recorded at the request of the World Intellectual Property Organization on 21 November 1986.*

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**ORGANISATION MONDIALE DE LA PROPRIÉTÉ  
INTELLECTUELLE  
et  
ORGANISATION DE LA PROPRIÉTÉ INDUSTRIELLE  
DE L'AFRIQUE ANGLOPHONE**

**Accord de coopération. Signé à Genève le 3 juillet 1981**

*Texte authentique : anglais.*

*Classé et inscrit au répertoire à la demande de l'Organisation mondiale de la propriété intellectuelle le 21 novembre 1986.*

## AGREEMENT<sup>1</sup> BETWEEN THE WORLD INTELLECTUAL PROPERTY ORGANIZATION AND THE INDUSTRIAL PROPERTY ORGANIZATION FOR ENGLISH-SPEAKING AFRICA

### PREAMBLE

Whereas the World Intellectual Property Organization (hereinafter referred to as “WIPO”) and the Industrial Property Organization for English-Speaking Africa (hereinafter referred to as “ESARIPO”) desire to facilitate, through close cooperation and consultation with each other, the attainment of the objectives set forth in their respective constituent instruments,

Now therefore WIPO and ESARIPO have decided to conclude this Agreement on the establishment of working relations and cooperation and have agreed as follows:

#### *Article I.* INVITATIONS TO MEETINGS OF ESTABLISHED BODIES, “AD HOC” COMMITTEES OF EXPERTS AND WORKING GROUPS

1. WIPO shall invite ESARIPO to be represented in an observer capacity

- (i) At the sessions of the General Assembly and the Conference of WIPO, it being understood that, for the discussion of certain items of the agenda, attendance may be restricted to the Member States of WIPO;
- (ii) At the sessions of the WIPO Coordination Committee, for the discussion of any item on the agenda which is of direct interest to ESARIPO;
- (iii) At the sessions of the Assemblies, the Conferences of Representatives, the Committees and other bodies of the International Union for the Protection of Industrial Property “Paris Union” and the Special Unions and Agreements established in relation with the Paris Union;
- (iv) At the sessions of any committee or working group established by the General Assembly or the Conference of WIPO or by any of the Assemblies, Conferences of Representatives, Committees or other bodies referred to in (iii) above;
- (v) At the sessions or meetings of any *ad hoc* committee of experts or working group dealing with matters concerning industrial property, patent information or related subjects, convened by the Governing Bodies of WIPO or of the Paris Union or of the Special Unions or agreements established in relation with the Paris Union, or by the Director General of WIPO in implementation of the program of WIPO or of any Union or Agreement administered by WIPO, and to which the industrial property offices of the Member States of ESARIPO are invited.

2. ESARIPO shall invite WIPO to be represented in an observer capacity

<sup>1</sup> Came into force provisionally on 3 July 1981, the date of signature, and definitively on 24 November 1981, after it had been approved by the Council of the Industrial Property Organization for English-speaking Africa (on 23 September 1981) and the World Intellectual Property Organization Coordination Committee (on 24 November 1981) in accordance with article 12.

- (i) At the sessions of the Council of ESARIPO, it being understood that for the discussion of certain items of the agenda, attendance may be restricted to the Member States of ESARIPO.
- (ii) At the sessions of committees or working groups or other bodies established by the Council of ESARIPO or at any meetings otherwise organized within the framework of ESARIPO.

#### *Article 2. INVITATIONS TO DIPLOMATIC CONFERENCES*

1. WIPO shall invite or arrange for ESARIPO to be invited in an observer capacity at such diplomatic conferences as may be convened by WIPO or held within the framework of the Paris Union or the Special Unions or Agreements established in relation with the Paris Union that may deal with industrial property, patent information or related subjects.

2. ESARIPO shall invite or arrange for WIPO to be invited in an observer capacity at any diplomatic conference concerning the tasks of ESARIPO or for the revision of the Agreement on the Creation of an Industrial Property Organization for English-Speaking Africa.

#### *Article 3. OBSERVER CAPACITY*

Without prejudice to any more extensive rights resulting from the applicable constituent instrument, the decision concerning the composition of the body, *ad hoc* committee, or working group or diplomatic conferences or its rules of procedure, the term "observer capacity", as used in Articles 1 and 2 above shall be construed to mean the participation, without the right to vote, in discussions of the body, *ad hoc* committee, working group or diplomatic conference concerned.

#### *Article 4. COOPERATION IN ORGANIZING MEETINGS*

In appropriate cases, the organization of meetings dealing with matters concerning the protection of industrial property, patent information or related subjects may call for cooperation between WIPO and ESARIPO. The scope of such cooperation and participation shall be the subject of arrangements in each case, taking into account any relevant resolution approved by the Organization responsible for the convening of the meeting.

#### *Article 5. EXCHANGE OF INFORMATION AND DOCUMENTS*

1. Subject to such arrangements as may be considered necessary for safeguarding the confidential nature of certain information or documents, WIPO and ESARIPO shall keep each other informed of the progress of work on matters concerning the protection of industrial property, patent information and related subjects.

2. Subject to such arrangements as may be considered necessary for safeguarding the confidential character of certain documents, WIPO and ESARIPO shall furnish free of charge to the other such documents relating to the meetings it holds as may be of interest to the other. Where such meetings are held jointly by WIPO or ESARIPO with another organization, the agreement of the latter on the furnishing of such documents shall also be required.

#### *Article 6. EXCHANGE OF PERIODICALS AND OTHER PUBLICATIONS*

1. WIPO and ESARIPO shall arrange for the furnishing free of charge to the other of copies of its periodicals and other publications which may be of interest to the other.

2. The number of copies to be furnished and their use shall, in each case, be decided jointly by the Director General of WIPO and the Director of ESARIPO.

*Article 7. SPECIAL SERVICES AND TECHNICAL ASSISTANCE*

1. Should ESARIPO wish to avail itself of the special services or technical assistance of WIPO, the Director of ESARIPO shall communicate its requirements to the Director General of WIPO. WIPO and ESARIPO shall consult each other to establish jointly a detailed plan of action. Should the program and budget of WIPO require modification to enable any such joint plan of action to be carried out, the Director General of WIPO shall ask the competent bodies of WIPO to grant the necessary authorization.

2. If the special services or the technical assistance required by ESARIPO would involve substantial expenditure, consultation shall take place with a view to determining the most equitable manner of meeting such expenditure.

*Article 8. SUPPLEMENTARY AGREEMENTS AND ADMINISTRATIVE ARRANGEMENTS*

Within the framework of this Agreement, supplementary agreements for its implementation or administrative arrangements to secure collaboration and effective liaison between the Secretariats of the two Organizations may be entered into by the Director General of WIPO and the Director of ESARIPO when the development of matters of common interest to both WIPO and ESARIPO is such as to make it desirable to establish closer cooperation between WIPO and ESARIPO on particular matters.

*Article 9. CONSULTATIONS BETWEEN THE HEADS OF THE TWO ORGANIZATIONS*

The Director General of WIPO and the Director of ESARIPO, or their representatives, shall meet as required in order to consider together problems of joint concern to both Organizations. Either may take the initiative for the holding of such meetings.

*Article 10. AMENDMENT AND REVISION*

This Agreement may be amended or revised by agreement between WIPO and ESARIPO and any such amendment or revision shall enter into force in the same manner as this Agreement.

*Article 11. TERMINATION*

1. This Agreement may be terminated by either WIPO or ESARIPO.
2. In order to terminate this Agreement, notice shall be given by the Organization which desires to terminate it.
3. The termination of this Agreement shall take effect at the expiration of six months from the date of the said notice unless the two Organizations agree on a different date, in which event this Agreement shall terminate on the date so agreed.

*Article 12. ENTRY INTO FORCE*

This Agreement shall enter into force on the date on which it is approved by the WIPO Coordination Committee and by the Council of ESARIPO. Until such time as this Agreement enters into force, it shall be applicable provisionally as from the date of its signature.

*Article 13. FILING AND RECORDING WITH THE UNITED NATIONS*

On the entry into force of this Agreement in accordance with the provisions of Article 12, it shall be communicated by WIPO to the Secretariat of the United Nations for filing and recording.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have affixed their signatures to two originals of this Agreement.

DONE at Geneva, this third day of July 1981.

For the World Intellectual  
Property Organization:

ARPAD BCGSCH  
Director General

For the Industrial Property Organization  
for English-Speaking Africa:

J. H. NTABGOBA  
Director