

No. 959

**WORLD INTELLECTUAL PROPERTY
ORGANIZATION
and
ECONOMIC COMMUNITY OF THE GREAT LAKES
COUNTRIES**

**Agreement on co-operation. Signed at Geneva on 31 March
1982 and at Gisenyi on 10 April 1982**

Authentic text: French.

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

**ORGANISATION MONDIALE DE LA PROPRIÉTÉ
INTELLECTUELLE
et
COMMUNAUTÉ ÉCONOMIQUE DES PAYS DES
GRANDS LACS**

**Accord de coopération. Signé à Genève le 31 mars 1982 et
à Gisenyi le 10 avril 1982**

Texte authentique : français.

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

[TRANSLATION¹—TRADUCTION²]

AGREEMENT³ BETWEEN THE WORLD INTELLECTUAL PROPERTY ORGANIZATION AND THE ECONOMIC COMMUNITY OF THE GREAT LAKES COUNTRIES

PREAMBLE

Whereas the World Intellectual Property Organization (hereinafter referred to as “WIPO”) and the Economic Community of the Great Lakes Countries (hereinafter referred to as “the CEPGL”) 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 the CEPGL have decided to conclude this Agreement on the establishment of working relations and cooperation and have agreed as follows:

Article 1. INVITATIONS TO MEETINGS OF ESTABLISHED BODIES

1. WIPO shall invite the CEPGL 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 the CEPGL;
- (iii) At the sessions of the Permanent Committee for Development Cooperation Related to Industrial Property and of the Permanent Committee for Development Cooperation Related to Copyright and Neighboring Rights, as well as of any other committee or working group established by the WIPO Conference to discuss matters of general interest in the field of intellectual property;
- (iv) At the sessions of the Assemblies, the Conferences of Representatives and the Executive Committees of the International Union for the Protection of Industrial Property (“Paris Union”) and the International Union for the Protection of Literary and Artistic Works (“Berne Union”).

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

- (i) At the sessions of the Conference of Chiefs of State and of the Council of Ministers

¹ Translation supplied by the World Intellectual Property Organization.

² Traduction fournie par l'Organisation mondiale de la propriété intellectuelle.

³ Came into force on 3 March 1982, after it had been approved by the World Intellectual Property Organization Coordination Committee (on 24 November 1981) and by the Council of Ministers and State Commissioner of the Economic Community of the Great Lakes Countries (on 3 March 1982), in accordance with article 12.

and State Commissioner, it being understood that for the discussion of certain items of the agenda, attendance may be restricted to the Member States of the CEPGL;

- (ii) At the sessions of the Specialized Technical Commissions of the CEPGL, for the discussion of matters of common interest.

Article 2. INVITATIONS TO DIPLOMATIC CONFERENCES

1. WIPO shall invite the CEPGL or arrange for it to be invited in an observer capacity to such diplomatic conferences as may be convened by WIPO or held within the framework of the Paris Union or the Berne Union or the Special Unions established in relation with those Unions and that may deal with intellectual property.

2. The CEPGL shall invite WIPO or arrange for it to be invited in an observer capacity to any diplomatic conference concerning the tasks of the CEPGL or for the revision of the Convention creating the CEPGL when matters of direct interest to WIPO will be considered.

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, committee, or working group or diplomatic conference 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, 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 intellectual property may call for cooperation between WIPO and the CEPGL. 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 the CEPGL shall keep each other informed of the progress of work on matters concerning the protection of intellectual property.

2. Subject to such arrangements as may be considered necessary for safeguarding the confidential character of certain documents, WIPO and the CEPGL 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 the CEPGL 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 the CEPGL 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 Executive Secretary of the CEPGL.

Article 7. SPECIAL SERVICES AND TECHNICAL ASSISTANCE

1. Should the CEPGL wish to avail itself of the special services or technical assistance of WIPO, the Executive Secretary of the CEPGL shall communicate its requirements to the Director General of WIPO. WIPO and the CEPGL 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 the CEPGL 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 Executive Secretary of the CEPGL when the development of matters of common interest to both WIPO and the CEPGL is such as to make it desirable to establish closer cooperation between WIPO and the CEPGL on particular matters.

Article 9. CONSULTATIONS BETWEEN THE HEADS OF THE TWO ORGANIZATIONS

The Director General of WIPO and the Executive Secretary of the CEPGL, 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 the CEPGL 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 the CEPGL.
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 Ministers and State Commissioner of the CEPGL. 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.

For the World Intellectual
Property Organization:

ARPAD BOGSCH
Director General

Geneva, 1981¹

For the Economic Community
of the Great Lakes Countries:

DAVID MPFUBUSA
Executive Secretary

Gisenyi, 1981²

¹ Signed on 31 March 1982. This information has been provided by the World Intellectual Property Organization.

² Signed on 10 April 1982. This information has been provided by the World Intellectual Property Organization.