

No. 962

**WORLD INTELLECTUAL PROPERTY
ORGANIZATION
and
ARAB LEAGUE EDUCATIONAL, CULTURAL
AND SCIENTIFIC ORGANIZATION**

**Agreement on the establishment of working relations and
co-operation. Signed on 2 February and 6 May 1985**

Authentic texts: English and Arabic.

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

**ORGANISATION MONDIALE DE LA PROPRIÉTÉ
INTELLECTUELLE
et
ORGANISATION ARABE POUR L'ÉDUCATION,
LA CULTURE ET LA SCIENCE**

**Accord relatif à l'institution de relations de travail et de
coopération. Signé les 2 février et 6 mai 1985**

Textes authentiques : anglais et arabe.

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

AGREEMENT¹ BETWEEN THE WORLD INTELLECTUAL PROPERTY ORGANIZATION AND THE ARAB LEAGUE EDUCATIONAL, CULTURAL AND SCIENTIFIC ORGANIZATION

PREAMBLE

Whereas the World Intellectual Property Organization (hereinafter referred to as “WIPO”) and the Arab League Educational, Cultural and Scientific Organization (hereinafter referred to as “ALECSO”) desire to facilitate, through close cooperation and consultation with each other, the attainment of the objectives set forth in their respective constituent instruments,

Believing that the conclusion of a special agreement would further foster the fruitful interchange of relations of cooperation between the two Organizations,

Now therefore WIPO and ALECSO 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 ALECSO to send observers

- (i) At the sessions of the General Assembly and the Conference 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 ALECSO;
- (iii) At the sessions 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 Assembly, the Conference of Representatives and the Executive Committee of the International Union for the Protection of Literary and Artistic Works (“Berne Union”).

2. ALECSO shall invite WIPO to send observers

- (i) At the sessions of the General Conference and the Executive Board of ALECSO;
- (ii) At the sessions of the Conferences of Ministers responsible for cultural affairs in the Arab States;
- (iii) At the committees established by ALECSO for the discussion of matters related to copyright.

¹ Came into force on 1 October 1985, the date on which it was approved by the World Intellectual Property Organization Coordination Committee and by the Executive Board of the Arab League Educational, Cultural and Scientific Organization, in accordance with article 12.

Article 2. INVITATIONS TO DIPLOMATIC CONFERENCES

1. WIPO shall invite ALECSO 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 Berne Union that deal with intellectual property.

2. ALECSO shall invite WIPO or arrange for it to be invited in an observer capacity to such diplomatic conferences as may be convened by ALECSO that deal with the protection of copyright or intellectual property.

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 ALECSO.

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, ALECSO and WIPO 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 ALECSO 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 and ALECSO 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 ALECSO 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 ALECSO and the Director General of WIPO.

Article 7. SPECIAL SERVICES AND TECHNICAL ASSISTANCE

1. WIPO may request ALECSO to provide special services to WIPO, such as the preparation or translation into or from Arabic of documents, periodicals and publications to be issued by WIPO or jointly by WIPO and ALECSO. These requirements shall be

communicated through an exchange of letters between the Director General of WIPO and the Director General of ALECSO.

2. ALECSO may request WIPO to provide special services or technical assistance to ALECSO. These requirements shall be communicated through an exchange of letters between the Director General of ALECSO and the Director General of WIPO. WIPO and ALECSO shall establish jointly a detailed plan of action for that purpose. 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.

3. If the special services or the technical assistance referred to in paragraph 1 or 2 would involve substantial expenditure, consultation shall take place with a view to determining the most appropriate 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 General of ALECSO when the development of matters of common interest to both ALECSO and WIPO is such as to make it desirable to establish closer cooperation between the two organizations on particular matters.

Article 9. CONSULTATIONS BETWEEN THE HEADS OF THE TWO ORGANIZATIONS

The Director General of WIPO and the Director General of ALECSO, 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

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

Article 11. TERMINATION

1. This Agreement may be terminated by either WIPO or ALECSO.
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 Executive Board of ALECSO.

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, in English and Arabic, of this Agreement, both texts being equally authentic.

For the World Intellectual
Property Organization:

[Signed]
ARPAD BOGSCH
Director General
2/2/85

For the Arab League Educational,
Cultural and Scientific
Organization:

[Signed]
MOHIEDDINE SABER
Director General