

November 2005

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منظمة الأغذية
والزراعة
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联合国
粮食及
农业组织

Food
and
Agriculture
Organization
of
the
United
Nations

Organisation
des
Nations
Unies
pour
l'alimentation
et
l'agriculture

Organización
de las
Naciones
Unidas
para la
Agricultura
y la
Alimentación

CONFERENCE

Thirty-third Session

Rome, 19-26 November 2005

AGREEMENT BETWEEN FAO AND THE WORLD INTELLECTUAL PROPERTY ORGANIZATION (WIPO)

(Extract from the Report of the Hundred and Twenty-ninth Council Session)

(November 2005)¹

1. The Council, approved the Agreement between the Food and Agriculture Organization of the United Nations (FAO) and the World Intellectual Property Organization (WIPO), attached hereto as **Appendix A**, and forwarded it to the Conference for confirmation.

¹ CL 129/5; CL 129/PV4;

APPENDIX A**AGREEMENT BETWEEN THE FOOD AND AGRICULTURE ORGANIZATION
OF THE UNITED NATIONS (FAO)****AND****THE WORLD INTELLECTUAL PROPERTY ORGANIZATION (WIPO)**

The Food And Agriculture Organization of the United Nations (“FAO”) and the World Intellectual Property Organization (“WIPO”), referred to in this Agreement jointly as “the organizations,”

Desiring to establish a mutually supportive relationship between them, and with a view to establishing appropriate arrangements for cooperation between them,

Agree as follows:

ARTICLE I***Representation***

1. Each organization shall invite the other organization to participate, without the right to vote, in the deliberations of its governing bodies and of other bodies where matters of particular concern to the other organization are considered, and in which it has indicated that it has an interest. Representatives of the organization so invited shall be afforded full opportunity to present its views on matters within the scope of its activities and mandate.
2. In this context, and subject to such arrangements as may be necessary to safeguard confidential matters, the organizations shall cooperate in the preparation of official documents, by making available drafts of the relevant documents, and providing technical advice and input, where appropriate and feasible.

ARTICLE II***Exchange of Information***

1. The organizations shall regularly exchange information regarding their relevant activities and positions.
2. Each organization shall inform its Members of relevant activities of the other organization or, as appropriate, provide an opportunity for the other organization to do so.
3. The organizations shall keep each other informed of their relevant activities and positions in other organizations and forums and, as far as possible, coordinate their positions.

ARTICLE III***Fields of Cooperation***

Cooperation under this Agreement may include:

- (a) The development of joint activities to address issues of mutual relevance, including coordinating and conducting joint studies and joint seminars and workshops, including on public policy options relating to the interaction between intellectual property and the food and agriculture sector;

- (b) Where appropriate, the coordination of databases, and the provision of access through their websites to the relevant information systems of the other organization and, where appropriate, the coordinated development of such information systems;
- (c) The provision of relevant technical information and input to support the work of the other organization, including in response to requests from that organization's Members;
- (d) Where appropriate, collaboration in providing technical assistance, including capacity building, to developing countries and countries with economies in transition;
- (e) Cooperation of work on such matters where intellectual property rights may intersect aspects of:
 - Farmers' Rights and traditional knowledge;
 - Agricultural biotechnology;
 - Genetic resources for food and agriculture;
 - Promotion of innovation and the effective capture of benefits from public investment in research;
 - Access to, and transfer of, technology in the food and agriculture sector;
 - Plant protection and production;
 - Use of distinctive signs in the food and agriculture sector;
 - Ethical issues in food and agriculture;
 - Information and analysis on patterns and trends of intellectual property use in the food and agriculture sector;
 - Creation, development and dissemination of agricultural information and data, particularly on the Internet and on CD-ROM.
- (f) Technical cooperation, as appropriate, on issues relevant to international instruments under the aegis of the two organizations, including:
 - the International Treaty on Plant Genetic Resources for Food and Agriculture;
 - the Rotterdam Convention on the Prior Informed Consent (PIC) Procedure for Certain Hazardous Chemicals and Pesticides in International Trade;
 - the International Plant Protection Convention;
 - the *Codex Alimentarius*;
 - the Paris Convention for the Protection of Industrial Property;
 - the Budapest Treaty on the International Recognition of the Deposit of Micro-organisms for the Purposes of Patent Procedure;
 - the Patent Cooperation Treaty;
 - the Patent Law Treaty;
 - other relevant policy documents developed or administered by the organizations which address matters of mutual interest.

ARTICLE IV

Joint programmes of work

1. In order to promote cooperation within the context of this Agreement, and in order to develop joint activities to address issues of mutual relevance, either the FAO or WIPO may propose joint projects aimed at specific objects of cooperation. Such joint programmes of work shall specify the respective responsibilities and financial obligations of the FAO and WIPO, and specify any other sources of funds, as well as staffing responsibilities. In implementing such joint programmes of work, the FAO and WIPO may jointly agree on cooperation with other organizations and agencies, including funding agencies.

2. If agreed between the Parties, such joint programmes of work may be dated and numbered serially, signed by both organizations and regarded as annexes to this Agreement.
3. Such joint programmes of work may be modified by the written mutual consent of the FAO and WIPO.
4. Where necessary within the context of agreed joint activities or programmes of work, either organization may second staff to the other organization, and make other administrative arrangements.

ARTICLE V

Financial implications

1. Any minor and ordinary expenditure relating to the implementation of this Agreement shall be borne by the respective organization.
2. If the cooperation proposed by one of the organizations to the other in accordance with this Agreement entails expenditure beyond minor and ordinary expenditures, the two organizations shall consult to determine the availability of the resources required, the most equitable way of meeting such expenditure and, if resources are not available, the most appropriate ways to obtain the necessary resources. If necessary and if agreed by the two organizations, they may jointly seek financial resources from donor institutions for their cooperation activities and joint programmes of work.

ARTICLE VI

Implementation of this Agreement

The Director-General of the FAO and the Director-General of WIPO may make the arrangements necessary for ensuring satisfactory implementation of this Agreement.

ARTICLE VII

Modification of the Agreement

Subject to the provisions of Article X below, this Agreement may be modified by the written mutual consent of the organizations.

ARTICLE VIII

Termination

Either organization may terminate this Agreement, subject to six months' written notice. Termination shall not affect obligations previously entered into specifically for the conduct of joint programmes of work implemented under Article IV of this Agreement.

ARTICLE IX

Agreements with other Organizations

This Agreement is without prejudice to agreements concluded by either FAO or WIPO with other organizations or programmes within the United Nations System.

ARTICLE X
Entry into Force

This Agreement and any modification thereto shall enter into force once the pertinent constitutional processes of both organizations have been completed.

**On behalf of the Food and Agriculture
Organization of the United Nations**

**On behalf of the World Intellectual
Property Organization**

**Jacques Diouf
Director-General**

**Kamil Idris
Director-General**