

**MEMORANDUM OF UNDERSTANDING
ON TECHNICAL COOPERATION
BETWEEN
THE BRAZILIAN GOVERNMENT BODIES THAT MAKE UP THE
INTERMINISTERIAL GROUP ON INTELLECTUAL PROPERTY (GIPI)
AND
THE WORLD INTELLECTUAL PROPERTY ORGANIZATION (WIPO)**

The Ministry of the Economy, the Ministry of Foreign Affairs, the Ministry of Agriculture, Livestock and Food Supply, the Ministry of Tourism, the National Institute of Industrial Property, of the Federative Republic of Brazil, in their capacity as active participants in the Interministerial Group on Intellectual Property and implementers of the National Intellectual Property Strategy (ENPI), and the World Intellectual Property Organization (WIPO), hereinafter referred to individually as a "Participant" and collectively as "Participants",

CONSIDERING the value and importance of intellectual property rights for Brazil's economic, technological, social and cultural development,

RECOGNIZING the need to expand, improve and strengthen the intellectual property system to effectively tackle the challenges presented by the surge in new technologies and new fields of intellectual property and the increase in international trade,

TAKING INTO CONSIDERATION the existence of the National Intellectual Property Strategy, which is being implemented by the Government of Brazil,

CONSIDERING the role of the GIPI as coordinator of the National Intellectual Property Strategy,

CONSIDERING that Brazilian institutions participate both in implementation and in meetings of the GIPI as members, partners or guests,

TAKING INTO CONSIDERATION the multiple initiatives already under way among the Participants,

DESIRING to strengthen and renew the technical cooperation links among the Participants in implementing the National Strategy and associated challenges in this new century, and

RECOGNIZING that the overall objective of the National Intellectual Property Strategy is "to build an effective and balanced national intellectual property system that is widely known, used

and strengthened, that fosters creativity, investments in innovation and access to knowledge, promoting increased competitiveness and economic and social development”.

AGREE TO THE FOLLOWING TERMS:

PARAGRAPH 1 OBJECTIVE AND PURPOSE

The objective and purpose of this Memorandum of Understanding, hereinafter referred to as MoU, is to establish broad and flexible parameters and mechanisms for cooperation activities among the Participants in order to ensure the implementation of Brazil's National Intellectual Property Strategy.

PARAGRAPH 2 AREAS OF COOPERATION

The Participants shall promote cooperation activities in line with the actions and themes set out in the National Intellectual Property Strategy and associated Action Plans for implementation. At least six (6) main forms of cooperation may be envisaged (non-exhaustive list):

1. Customizing content and material originally produced by WIPO to serve the objectives of Brazilian institutions and suit the Brazilian target audience;
2. Exchange of best practice and experience on any initiative relating to intellectual property;
3. Engaging in debate and other potential initiatives related to the valuation of IP assets and IP as a financial guarantee;
4. Design and implementation of initiatives to promote the protection and strategic use of intellectual property;
5. Sharing knowledge and tools for the dissemination and protection of intellectual property by WIPO and Brazilian institutions;
6. Provision of technical assistance to the National Institute of Industrial Property of Brazil to implement agreements signed with WIPO and, as appropriate, with other international institutions that they may deem relevant, provided that the corresponding procedures are observed; and
7. Any other form of cooperation that the Participants may decide on and for which they agree terms.

PARAGRAPH 3 PLANNING OF ACTIVITIES

Each Brazilian government Participant shall draw up a plan, in conjunction with WIPO, setting out the specific characteristics of the cooperation activities to be carried out under Paragraph 2 of this MoU, including specifying their purpose, the institutions involved, a timeline for

implementation and any other information they consider necessary. Once agreed between the Participants, each plan shall be formalized in an appropriate separate instrument in which reference is made to this MoU. It shall be sufficient for such instruments to be signed by a designated representative of the Brazilian institution in question with responsibility for planning and by a representative of WIPO.

The criterion for allocating cooperation activities shall be based on a multidisciplinary approach whereby all the Brazilian institutions shall receive support in line with the challenges they face, their vulnerabilities and their structural and individual gaps, including those relating to institutional capacity, innovation and effective technology transfer.

Each Participant shall be responsible for monitoring cooperation activities under this MoU and evaluating progress in the implementation thereof in their respective plans.

PARAGRAPH 4 FINANCING

This MoU does not provide for the transfer of resources between Participants. All activities carried out under this MoU are subject to the internal procedures necessary for approval by each of the Participants.

The possibility of transferring resources must be preceded by the conclusion of a specific instrument in accordance with the applicable legal framework of each Participant, subject to budgetary and human resources assessment by each of the participants and their respective internal approval and decision-making processes. The specific instruments must make reference to this Memorandum of Understanding.

PARAGRAPH 5 INTERNATIONAL AGREEMENTS AND OTHER AGREEMENTS WITH WIPO

This MoU is neither legally binding nor subject to international law.

This MoU does not alter the acquired rights and obligations of the Participants pursuant to international agreements to which either Participant is a signatory. Neither shall it be interpreted as counter to any other obligations acquired by the Brazilian institutions.

The activities covered by this MoU shall be undertaken without prejudice to cooperation in the area of intellectual property that may be the subject of other memorandums of understanding or bilateral agreements between WIPO and the same or other Brazilian institutions.

PARAGRAPH 6
LABOUR RELATIONS

Staff contracted by either of the Participants to undertake cooperation activities under this MoU shall remain under the direction of and attached to the office of which they are part and no employment relationship shall be created with another Participant.

PARAGRAPH 7
CONSULTATIONS AMONG PARTICIPANTS

The Participants may, at any time, hold consultations among themselves to guide any aspect of the implementation or interpretation of this MoU.

PARAGRAPH 8
EXTENDING THIS MEMORANDUM OF UNDERSTANDING TO OTHER PARTICIPANTS

Subject to WIPO's prior written agreement, Brazilian institutions will be able to join this MoU after its signature or at any time once notification of joining is sent to WIPO by the Ministry of Foreign Affairs of Brazil.

PARAGRAPH 9
DISPUTE RESOLUTION

All disputes arising from the implementation or application of this MoU shall be resolved by mutual agreement among the Parties.

PARAGRAPH 10
FINAL PROVISIONS

This MoU shall take effect from the day following the inclusion of the last Participant's signature and shall be valid for a period of ten (10) years. In the event of the absence of any of the Participants at the time when this MoU is signed with WIPO, the Executive Secretariat of the GIPI shall send a physical copy of this MoU to those institutions that have yet to sign it. The last Brazilian institution to sign this MoU shall submit the signed copies to the Executive Secretary of the GIPI, who shall send them to WIPO.

Any of the Participants may, at any time, terminate this MoU as far as it is concerned, by notifying the remaining Parties thirty (30) working days before the termination is to take effect. Termination by one Brazilian institution shall have no effect on the continued operation of this MoU with respect to the remaining institutions.

This MoU may be amended by common consent among all the Participants by means of a written notification indicating the date on which the amendment shall take effect. Such amendment shall become an integral part of this MoU.

None of the provisions in or related to this MoU shall be considered or interpreted as a waiver of any privileges and immunities enjoyed by WIPO as an international organization and specialized agency of the United Nations.

Concluded in Brasília, on 17 March 2022, in ___ original copies in English and Portuguese, both versions being equally authentic.

For the Brazilian Government Bodies that make up the Interministerial Group on Intellectual Property (GIPI)



Mr. Carlos Alberto Franco França
Minister of Foreign Affairs



Mr. Marcos José Pereira
Vice-Minister of Tourism



Marcos Montes
Vice-Minister of Agriculture, Livestock and Supply



Ms. Daniella Marques Consentino
Special Secretariat of Productivity and Competitiveness of the Ministry of Economy



Cláudio Vilar Furtado
President of the Brazilian National Institute of Industrial Property (INPI)

For the World Intellectual Property Organization (WIPO)



Mr. Daren Tang
Director General of the World Intellectual Property Organization (WIPO)

