

# MEMORANDUM OF UNDERSTANDING

Between

The Secretariat of the Convention on Biological Diversity

and

the World Intellectual Property Organization

The Secretariat of the Convention on Biological Diversity (hereinafter “the CBD Secretariat”) and the World Intellectual Property Organization (hereinafter “WIPO”),

*Recognising* the role of WIPO in promoting the protection of intellectual property and the progressive development and application of international norms and standards in this field,

*Recognising* the role of the Convention on Biological Diversity in promoting the conservation of biological diversity, the sustainable use of its components and the fair and equitable sharing of benefits arising out of the utilization of genetic resources,

*Recalling* paragraph 5 of Article 16 of the Convention on Biological Diversity in which the Contracting Parties recognized that patents and other intellectual property rights may have an influence on the implementation of the Convention and undertook to cooperate with each other, subject to national legislation and international law, in order to ensure that such rights are supportive of and do not run counter to its objectives,

*Recalling* decision IV/9 by which the Conference of the Parties to the Convention on Biological Diversity requested the Executive Secretary to seek ways, including the possibility of negotiating a memorandum of understanding with WIPO, to enhance cooperation between the Convention on Biological Diversity and WIPO and decision V/26 (B)(3) by which the Conference of the Parties requested the Executive Secretary to endeavour to undertake further cooperation and consultation with WIPO on issues regarding intellectual property rights and relevant provisions of the Convention,

*Recalling* decision V/26 (A)(15)(e) by which the Conference of the Parties invited relevant international organizations, including WIPO, to analyse issues of intellectual property rights as they relate to access to genetic resources and benefit-sharing, and requested WIPO, among others, in its work on intellectual property rights issues, to take due account of relevant provisions of the Convention, including the impact of intellectual property rights on the conservation and sustainable use of biological diversity, and in particular the value of knowledge, innovations and practices of indigenous and local communities embodying traditional lifestyles relevant to the conservation and sustainable use of biological diversity,

*Recalling* the decision adopted by the twenty-sixth session of the WIPO General Assembly on 3 October 2000 establishing the Intergovernmental Committee on Intellectual Property and Genetic Resources, Traditional Knowledge and Folklore as a forum to facilitate discussions regarding intellectual property issues that arise in the context of (i) access to genetic resources and benefit sharing; (ii) protection of traditional knowledge, whether or not associated with those resources; and (iii) the protection of expressions of folklore,

*Recalling* the indication by the WIPO Intergovernmental Committee on Intellectual Property and Genetic Resources, Traditional Knowledge and Folklore, that WIPO should address the intellectual property issues before the Intergovernmental Committee in conjunction with the CBD Secretariat and the Secretariat of the Food and Agriculture Organization of the United Nations, to ensure that WIPO's work continues to be consistent with and complementary to the work being done by those Organizations;

*Recognizing* the need to enhance the mutually supportive relationship between WIPO and the Convention on Biological Diversity by establishing appropriate arrangements for cooperation between them on these issues,

Have agreed as follows:

#### *Article 1*

##### Objective

The objective of the present Memorandum of Understanding (hereinafter "the Memorandum") is to enhance cooperation between the CBD Secretariat and WIPO on intellectual property issues concerning access to genetic resources and benefit-sharing and the protection of the knowledge, innovations and practices of indigenous and local communities embodying traditional lifestyles relevant for the conservation and sustainable use of biological diversity.

#### *Article 2*

##### Institutional Cooperation

1. The CBD Secretariat and WIPO will cooperate in undertaking their respective activities dealing with access to genetic resources and benefit-sharing and the protection of the knowledge, innovations and practices of indigenous and local communities embodying traditional lifestyles relevant for the conservation and sustainable use of biological diversity.
2. The CBD Secretariat and WIPO will, upon request and subject to the approval of their competent subsidiary bodies, undertake studies and provide other technical inputs in writing to the governing or competent subsidiary bodies of the requesting Party on issues

within their areas of competence, as necessary for the advancement of their respective programs of work.

3. The CBD Secretariat and WIPO will, as far as possible, ensure respective participation at meetings organized by them, including, as appropriate, making presentations at such meetings and providing their expertise and inputs in the preparation of documentation for such meetings.

4. The CBD Secretariat and WIPO will mutually support one another in the undertaking and promotion of activities and projects relevant to their respective mandates, for instance in undertaking and promoting:

(a) the compilation of an inventory of existing traditional knowledge-related periodicals which document disclosed traditional knowledge, with a view to improving the availability of disclosed traditional knowledge as prior art;

(b) the compilation and making available of an electronic database of intellectual property-related contract clauses and practices concerning access to genetic resources and benefit-sharing;

(c) the compilation and making available of an inventory of existing online databases containing documentation data of disclosed traditional knowledge.

5. The CBD Secretariat and the International Bureau will cooperate as appropriate in undertaking the capacity building and awareness raising activities contained in their respective work programs, for instance in the organizing of workshops, seminars and other events on intellectual property, genetic resources and traditional knowledge.

### *Article 3*

#### Exchange of Information

1. The CBD Secretariat and WIPO will exchange, free of charge, information regarding activities of relevance to their respective mandates and on joint activities undertaken within the framework of this Memorandum, and will notify each other of decisions taken by their respective governing and subsidiary bodies, as appropriate, on issues of mutual concern.

2. The CBD Secretariat and WIPO will facilitate the exchange of information concerning relevant activities of their respective work programs by linking their Internet webpages which contain information on these activities.

3. The Contracting Parties to the CBD and nationals of the Contracting Parties of the CBD will have access, on the same terms as apply to the Member States of WIPO and nationals of the Member States of WIPO, respectively, to the computerized database of

WIPO which contains intellectual property-related laws and regulations and multi-lateral treaties, and which is accessible free of charge on the WIPO Website.

4. The Member States of WIPO and nationals of the Member States of WIPO will have access, on the same terms as apply to Contracting Parties to the CBD and nationals of the Contracting Parties of the CBD, respectively, to any computerized database on the Clearing House Mechanism of the CBD and the Biosafety Clearing House of the Cartagena Protocol on Biosafety containing laws and regulations.

#### *Article 4*

##### Reporting and Further Guidance

The CBD Secretariat and WIPO will report to their respective governing bodies and subsidiary bodies, as appropriate, on progress made in the implementation of this Memorandum and seek further guidance from such bodies, as appropriate, regarding their areas of cooperation.

#### *Article 5*

##### Financial Implications

Any minor and ordinary expenditure relating to the implementation of this Memorandum shall be borne by the respective Party to the Memorandum.


#### *Article 6*

##### Entry into Force, Review and Termination

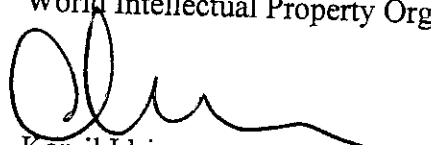
1. This Memorandum will enter into force upon signature by the Executive Secretary of the Convention on Biological Diversity and the Director General of WIPO, and subject to the subsequent approval of the WIPO Coordination Committee.
2. This Memorandum may be reviewed and amended by mutual agreement in writing of the Parties to this Memorandum.
3. This Memorandum may be terminated by either Party giving a one-year written notice.

Signed this .....17<sup>th</sup>.....day of .....June.....2002,

On behalf of the Secretariat of the  
Convention on Biological Diversity

  
Hamdallah Zedan  
Executive Secretary

On behalf of the  
World Intellectual Property Organization

  
Kamil Idris  
Director General

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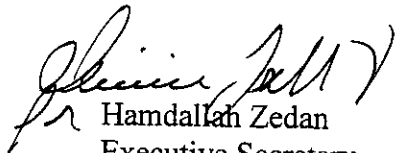
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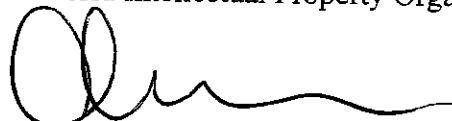
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