COOPERATION AGREEMENT

BETWEEN

THE WORLD INTELLECTUAL PROPERTY ORGANIZATION (WIPO)

AND

THE INTERNATIONAL FEDERATION OF REPRODUCTION RIGHTS
ORGANISATIONS (IFRRO)

The World Intellectual Property Organization (WIPO) and the International Federation of Reproduction Rights Organisations (IFRRO),

Considering that the aim of WIPO is to promote the protection of intellectual property throughout the world through cooperation among States and, where appropriate, in collaboration with any other international organization,

Considering that the essential vocation of IFRRO, which groups together authors and publishers from the various branches and activities falling within the purview of literary and artistic property, is the defense of the interests of rights owners of intellectual works,

Considering moreover the large number of WIPO Member States and IFRRO organizations, the nature of their areas of concern and the common cause inherent in their main objectives,

Being aware of their respective roles in assuring rights owners of respect for their rights, and the urgent need to strengthen or, as the case may be, to introduce efficient and transparent systems for the protection and management of copyright,

Being aware of the effect that their commitment can have, in economic terms, on gross national product and on the employment levels of the categories of persons concerned by such systems of collective rights management,

Being aware also of the implications of the expansion of culture and information and their accessibility, of national and international economic circumstances and also of the growth of digital technology,

Recalling their long-standing institutional relations,

Desiring to strengthen their collaboration with a view to improving the efficiency and increasing the complementary nature of their work in order that their common objectives may be better served in the interest of the authors and publishers of works protected by copyright,
Agree to the following, with respect to the promotion and development of necessary legal and technical infrastructure, in particular organizations for the collective management of copyright in developing countries, least developed countries, countries of Central Asia and those of Central and Eastern Europe.

I. General Information and Meetings

Subject to such arrangement as may be necessary for safeguarding the confidentiality of certain documents, WIPO and IFRRO shall engage in regular, free-of-charge exchanges of information, programs for activities, publications and documents relating to their common objectives.

WIPO and IFRRO may take part, at their own expense, in those institutional and technical meetings in which their observer status gives them the right to participate, mutually and on the conditions laid down in their mutual rules of procedure. They shall invite each other, without expecting any firm commitment to participate, to meetings dealing with matters of common interest.

WIPO and IFRRO may jointly organize meetings (such as conferences, international forums, national and regional seminars, awareness programs), in which case financial and organizational aspects shall be the subject of arrangements negotiated in good faith between the two organizations.

II. Awareness Promotion Activities

WIPO and IFRRO shall cooperate, as appropriate, in developing and strengthening the necessary infrastructure for collective management organizations, as well as in increasing awareness of reprographic reproduction rights, and their benefits to the owners of copyright, users and the society at large.

III. Training Programs

WIPO and IFRRO shall endeavor, within the limits of their budgetary capabilities, to carry out, either jointly or separately, courses for the training or improvement of the staff of collective management organizations of the countries to which this Cooperation Agreement relates.

IV. Information Technology

WIPO and IFRRO shall cooperate and contribute, as appropriate, to the development of the procedures for the documentation, identification, exchange and management of information in and between collective management organizations.

WIPO and IFRRO may, within the limits of their individual financial and administrative capacities facilitate the exchange of the information and technical advice necessary for the development of new systems, including digital rights management systems.
V. Creation of a Joint Working Committee

For the purposes of planning and evaluating the aforementioned activities, WIPO and IFRRO shall appoint a Joint Working Committee, the members of which shall be designated by the Director General of WIPO and the Board of IFRRO. The procedure for the practical organization of the meetings of the Committee shall be determined jointly.

VI. General Provisions

The Director General of WIPO and the President of IFRRO shall consult each other as necessary on all aspects of this Cooperation Agreement. They may at any time agree on additional provisions for the implementation thereof.

This Cooperation Agreement shall enter into force on the date of its signature by the Director General of WIPO and the President of IFRRO.

This Cooperation Agreement is concluded for an indeterminate period. Either Organization may terminate it by giving one month’s written notice to the other. Termination of this Cooperation Agreement by one of the Organizations shall not alter obligations entered into previously or arising from activities initiated and conducted hereunder.

Any dispute regarding the interpretation or implementation of this Cooperation Agreement shall be settled amicably between the two Organizations.

Done at.........., on 20 October 2003

Kamil Idris
Director General
World Intellectual Property Organization (WIPO)

André F. Beemsterboer
President
International Federation of Reproduction Rights Organisations (IFRRO)