MEMORANDUM OF UNDERSTANDING
BETWEEN
THE EURASIAN PATENT ORGANIZATION (EAPO)
AND
THE WORLD INTELLECTUAL PROPERTY ORGANIZATION (WIPO)
CONCERNING ALTERNATIVE DISPUTE RESOLUTION IN THE AREA
OF INTELLECTUAL PROPERTY

Whereas,

EAPO AND WIPO (hereinafter referred individually as “Party” and collectively as
“Parties”)

A. EAPO is an international intergovernmental organization, with its headquarters located in
Moscow, Russian Federation, established by the Eurasian Patent Convention for the
implementation of tasks related to the functioning of the Eurasian patent system, and the
Eurasian Patent Office (hereinafter referred to as “Eurasian Office”) is its executive body.

B. WIPO is an intergovernmental organization and a specialized agency of the United
Nations system of organizations with its headquarters located in Geneva, Switzerland,
dedicated to developing a balanced and effective international intellectual property (IP) system.
Through its Arbitration and Mediation Center (hereinafter referred to as “WIPO Center”),
established in 1994, WIPO offers Alternative Dispute Resolution (ADR) services for the
resolution of IP related disputes, as well as assistance in the promotion of IP ADR generally.

DISPUTE RESOLUTION

C. The WIPO Center provides international services for the resolution of disputes relating to
IP, in particular, by administering cases under the WIPO Rules for Mediation, WIPO Rules for
Arbitration, WIPO Rules for Expedited Arbitration, and WIPO Rules for Expert Determination, as
well as procedures for the resolution of Internet domain name disputes. The WIPO Center also
helps develop and administers tailored dispute resolution rules for specific IP related sectors.
As an independent, neutral, and non-profit service provider, the WIPO Center maintains an
up-to-date dispute management infrastructure and an international database of IP mediators,
 arbitrators and experts.

D. The Parties recognize the potential usefulness of ADR as a private means of resolving IP
disputes. In particular, the neutrality, flexibility and expertise offered by ADR can suit the needs
of parties to such disputes. The Parties, noting the importance of effective IP ADR, endeavor to
collaborate in further developing and promoting specialized IP ADR in EAPO Member States.
E. The Eurasian Office considers the launch of ADR services within the framework of the
Eurasian industrial design system.

Now therefore the Parties agree as follows:

I. AREAS OF COLLABORATION

Collaboration between the Parties may include the following:

1. Raising awareness of ADR procedures and the effectiveness of the use of mediation,
   including the mediation services provided by the WIPO Center among the users of the Eurasian
   Office’s services and in the Eurasian region in general.

2. Promoting a culture of mediation among the Eurasian Office’s users and in the Eurasian
   region in general.

3. Training of IP ADR specialists located in EAPO Member States for possible appointment
   under ADR procedures administered by the WIPO Center.

4. Where appropriate, utilizing the case administration services of the WIPO Center.

5. Where appropriate, supporting the development of ADR policies and procedures, based
   on the experience of the WIPO Center, including within the framework of the Eurasian industrial
   design system.

II. GENERAL PROVISIONS

1. The Parties remain open to exploring additional areas of collaboration of common interest,
   including the Eurasian Office’s facilitating cooperation between the WIPO Center and other
   relevant entities in EAPO Member States engaged in the resolution of IP disputes.

2. This MOU does not create any enforceable rights or impose any legally binding
   obligations on the Parties.

3. Any provision of this MOU may be amended at any time by mutual consent of the Parties,
   formalized through an exchange of letters specifying the date of entry into force of the
   amendment concerned.

4. Unless otherwise agreed by the Parties, each Party shall bear its own costs and expenses
   in promoting the objectives of this MOU in accordance with each Party’s budget, as available.

5. This MOU shall enter into force on the date on which it is signed by the Parties.
6. This MOU shall continue for an indefinite period of time, and may be terminated by either Party with three months’ prior written notice to the other Party.

7. Nothing in the present MOU may be deemed or interpreted as a waiver, expressly stated or tacitly, of any privileges or immunities accorded to WIPO as an international organization and specialized agency of the United Nations or any privileges or immunities accorded to EAPO as an international organization.

8. Any dispute between the Parties that may arise under or in connection with this MOU shall be resolved by mutual agreement through negotiation between the Parties.

Signed in [City], on 3 October 2019, in two original copies, each in English and Russian, both texts being equally authentic.

For the Eurasian Patent Organization (EAPO)  
Ms. Saule Tlevlessova  
President

For the World Intellectual Property Organization (WIPO)  
Mr. Francis Gurry  
Director General