



**MEMORANDUM OF UNDERSTANDING
ON BILATERAL COOPERATION
BETWEEN
THE EURASIAN PATENT ORGANIZATION
AND
THE AFRICAN INTELLECTUAL PROPERTY ORGANIZATION**

The Eurasian Patent Organization (EAPO) and The African Intellectual Property Organization (OAPI) (hereinafter singularly referred to as “the Party” and collectively as “the Parties”);

CONSIDERING the importance of Intellectual Property (“IP”) for the development of economy, promotion of innovation and exchange of technologies;

RECOGNISING the necessity to promote innovation, to improve national and regional IP systems with a view to ensuring proper administration, protection and use of IP rights;

HOPING to enhance cooperation between the Parties to facilitate economic and technological exchanges between the EAPO member states and the OAPI member states,

DESIRING to collaborate with each other to establish a mechanism for regular exchange of information and best practices, joint training, and other cooperative activities; and

TAKING into consideration the development potential of IP,

HAVE REACHED the following understanding:

Paragraph 1

Purpose

The purpose of this Memorandum of Understanding ("MOU") is to establish a wide-ranging and flexible mechanism for guiding and furthering cooperation between the Parties in the field of IP in accordance with the responsibilities functions of the two Parties in this area.

The Parties will cooperate on development and enhancement of the IP systems within which the Parties operate.

Paragraph 2

Other Cooperation Activities

The cooperation will be co-ordinated as far as possible with other cooperation programmes of the Parties, including ones with the World Intellectual Property Organization.

Paragraph 3

Areas of Cooperation

The cooperation activities will principally cover the following areas:

- a) Cooperation on conclusion and implementation of IP training programs;
- b) Cooperation in the field of automation, patent information processing and services to the public;
- c) Exchange of patent information, patent data base access and patent examination practices;

- d) Cooperation on industrial designs;
- e) Other cooperative activities approved by the Parties by means of exchange of a letter of intent.

Paragraph 4 Implementation

The detailed activities in accordance with the above-mentioned areas of cooperation and implementation thereof will be carried out through corresponding work programmes or other documents.

Paragraph 5 Financial Resources

Unless agreed otherwise, each Party will pay its own expenses, particularly travel expenses and expenses for officials and experts staying in the headquarters of the other Party.

Paragraph 6 Working Meetings

The Parties will host working meetings alternately in the EAPO headquarters in the Russian Federation and in the OAPI headquarters in the Republic of Cameroon to discuss the development of cooperation. The Parties may hold meetings and consultations through the modern teleconference means. The Parties will additionally consent on periodicity and timing of the meetings. The results of the meetings are to be summed up in minutes.

Paragraph 7 Management of Consent

Each Party will appoint a coordinator whose role will be to manage and implement this MOU and to follow the cooperation activities arising from the work programmes or other documents.

Paragraph 8

Best Efforts

The Parties are committed to providing their best efforts to ensure the successful implementation of the MOU.

Paragraph 9

Settlement of Disputes

Any disputes which may arise in connection with the interpretation or implementation of this MOU will be settled by mutual consent between the Parties.

Paragraph 10

Final Clauses

This MOU will enter into force as of the day following the date of its signature with a duration of five years, renewable for further periods upon mutual consent.

This MOU may be amended at any time upon mutual consent between the Parties, and such amendments are to be formalized by means of exchange of letters that specify the date of entry into force.

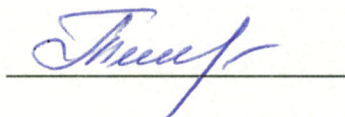
Either Party may terminate this MOU at any time by giving at least thirty calendar days' written notice to the other Party.

The early termination of this MOU will not affect the completion of any cooperation approved under the adopted work programmes or other documents, unless otherwise mutually approved by the Parties.

Signed in Geneva, on October 3, 2019, in two originals in Russian, French and English languages. In case of discrepancies in interpretation of the provisions of this MOU, the English text shall prevail.

**For the Eurasian Patent
Organization**

SAULE TLEVLESSOVA
President
of the Eurasian Patent Office



**For the African Intellectual
Property Organization**

DENIS LOUKOU BOHOUSSOU
Director General

