



## MEMORANDUM OF UNDERSTANDING BETWEEN THE WORLD INTELLECTUAL PROPERTY ORGANIZATION AND THE ANDEAN TRIBUNAL OF JUSTICE

The World Intellectual Property Organization (WIPO), an intergovernmental organization and specialized agency of the United Nations headquartered in Geneva, Switzerland, and the Andean Tribunal of Justice (ATJ), based in Quito, Ecuador, hereinafter jointly referred to as "Parties" and individually as "Party":

**CONSIDERING** that WIPO's mission is to lead the development of a balanced and effective international intellectual property (IP) ecosystem that fosters innovation and creativity for the benefit of all;

**CONSIDERING** that the ATJ is the judicial body of the Andean Community, of a permanent, supranational, and community-based nature, established to uphold the legality of Andean law and ensure its uniform application and interpretation across all Member States;

**CONSIDERING** the importance of IP jurisprudence in promoting legal certainty, innovation, and access to justice;

**RECOGNIZING** the active participation of the ATJ in WIPO Lex and the contribution of its jurisprudence to the global exchange of judicial knowledge, as a result of the Memorandum of Understanding signed between the Parties on February 15, 2021;

**CONSIDERING** the ongoing cooperation between WIPO and the Member States of the Andean Community in strengthening IP systems, capacity building, and access to IP-related information and data;

**EMPHASIZING** the common interest of both Parties in broadening the scope of bilateral cooperation and promoting the professional development of judges and legal practitioners, particularly in emerging areas such as digital technologies, artificial intelligence, and IP enforcement;

**DESIRING** to establish a framework of cooperation to strengthen knowledge exchange, institutional capacity, and access to IP-related jurisprudence for the benefit of Andean countries and the international community at large;

**CONSIDERING** that both Parties are institutions possessing legal personality, which enables them to enter into agreements to advance their respective objectives;

Have agreed as follows:

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## **ARTICLE 1 OBJECTIVES**

The purpose of this Memorandum of Understanding (MoU) is to establish a general framework for collaboration between WIPO and the ATJ to promote the exchange of knowledge, strengthen judicial capacity, and improve access to information that enhances coherence and transparency in IP jurisprudence within the Andean region.

## **ARTICLE 2 AREAS OF MUTUAL ASSISTANCE**

Within the scope of their respective mandates, the Parties shall cooperate in the following areas:

### **2.1 Exchange of Information and Knowledge**

- Facilitate the exchange of experiences and best practices regarding the interpretation and application of IP law.
- Promote the accessibility and dissemination of ATJ IP-related decisions through WIPO Lex.
- Exchange technical information, statistics, documents, publications, journals, methodologies, or other materials of mutual interest produced by the Parties.
- Provide advice or technical assistance within their areas of competence, in accordance with their internal procedures and regulations.

### **2.2 Capacity Building and Judicial Training**

- Jointly organize seminars, workshops, and training programs for judges, clerks, and legal professionals from the Andean Community on topics such as copyright, patents, trademarks, geographical indications, and new challenges related to artificial intelligence and digital innovation, among others.
- Develop educational materials, case studies, and content tailored to the needs of regional judicial institutions.

### **2.3 Research and Analysis**

- Conduct joint analytical studies on the interpretation and application of IP law within the Andean framework, including the interaction between Andean Community Decisions and national and regional jurisprudence.
- Collaborate on the development of platforms to identify trends and challenges in the enforcement and resolution of IP-related disputes.

### **2.4 Technology and Digital Access**

- Strengthen the digital dissemination of ATJ jurisprudence through interoperability between its databases and WIPO Lex platforms.
- Promote open access to IP-related case law and judicial materials, in multiple languages where feasible.

2.5 Any other area that the Parties may agree upon in writing.

### **ARTICLE 3 IMPLEMENTATION AND WORK PLANS**

The Parties may agree on Work Plans or Joint Activities that define objectives, timelines, and focal points for implementation. Such plans shall be developed jointly and reviewed periodically to assess progress and adjust priorities.

### **ARTICLE 4 COORDINATORS**

4.1 For the purposes of implementing this MoU, each Party shall designate a coordinator who will act as the contact person for all communications and matters relating to its application.

4.2 The name of the designated coordinator, and any subsequent modification thereto, shall be communicated in writing and without delay to the other Party.

### **ARTICLE 5 FINANCIAL IMPLICATIONS**

This MoU entails no financial obligations for either Party. Should the implementation of this MoU require funding, the Parties shall expressly agree, on a case-by-case basis and in writing, on their respective operational and financial responsibilities. In all cases, implementation of this MoU shall be subject to the availability of the Parties' resources and in conformity with their financial rules and regulations.

### **ARTICLE 6 CONFIDENTIALITY**

6.1 For the purposes of implementing this MoU, one Party (the "Receiving Party") may receive from the other Party information, data, documents, or knowledge of a confidential nature ("CONFIDENTIAL INFORMATION") or gain access thereto. The Party disclosing such information shall indicate its confidential nature. The Receiving Party shall use CONFIDENTIAL INFORMATION solely for the purposes of implementing this MoU or for purposes expressly provided for herein or arising therefrom.

6.2 CONFIDENTIAL INFORMATION may be disclosed only to the Receiving Party's personnel or to third parties who need to know it, provided that they are bound by adequate confidentiality obligations and solely for fulfilling the purpose of this MoU.

**6.3** Notwithstanding the provisions of the preceding paragraphs, the other Party shall not receive or have access to any documents or information that have been declared confidential or restricted by a judicial decision of the ATJ in the context of a proceeding.

**6.4** CONFIDENTIAL INFORMATION shall not include information that:

- (a) was publicly known prior to disclosure to the Receiving Party or becomes public after disclosure without any act or omission by the Receiving Party; or
- (b) was already known to the Receiving Party at the time of disclosure, without any confidentiality obligation.

**6.5** The confidentiality obligations set out in this Article shall remain in force even after the termination of this MoU.

## **ARTICLE 7 INTELLECTUAL PROPERTY RIGHTS AND USE OF NAME AND LOGO**

**7.1** Each Party shall retain exclusive ownership of all IP rights that belong to it and that are used under this MoU. Should the Parties anticipate the creation of protectable IP rights in relation to any activity or project carried out under this MoU, they shall negotiate and agree in writing on the terms of its ownership and use.

**7.2** Neither Party shall use the name, logo, emblem, or trademarks of the other without prior written approval on a case-by-case basis.

## **ARTICLE 8 PRIVILEGES AND IMMUNITIES**

Nothing in this MoU or relating thereto shall be interpreted as a waiver of the privileges and immunities accorded to the ATJ or WIPO, or to their respective officials.

## **ARTICLE 9 SETTLEMENT OF DISPUTES**

Any dispute arising out of the interpretation or application of this MoU shall be settled through direct negotiation between the Parties. Any solutions reached shall be recorded in writing.

## **ARTICLE 10 DURATION AND AMENDMENT**

**10.1** This MoU shall enter into force on the date it is signed by both Parties and shall remain in effect for an indefinite period, unless either Party communicates its decision to terminate it by written notice submitted at least three months prior to the termination date.

**10.2** Amendments to this MoU may only be made by mutual written agreement.

**10.3** This MoU may be terminated at any time by mutual consent or by either Party upon written notice to the other at least three months in advance. Unless otherwise agreed, termination of this MoU shall not affect any obligations previously incurred or activities already initiated under its terms.

#### ARTICLE 11 – FINAL PROVISION

Nothing in this MoU shall be interpreted as amending, superseding, or affecting the Memorandum of Understanding signed between the Parties on 15 February 2021. Both instruments shall coexist and remain complementary, each governing the areas of cooperation defined therein. The present Memorandum builds upon and reinforces the ongoing collaboration established under the 2021 Memorandum.

For the purposes of this MoU and for the receipt of notices, the Parties designate the following addresses:

ATJ Ave. 12 de Octubre and Cordero, World Trade Center Building Quito, Ecuador	WIPO 34 Chemin de Colombettes 1211 Geneva, Switzerland
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IN WITNESS WHEREOF, the undersigned, duly authorized therefore, have signed this MoU in two original copies, each in the Spanish and English languages.

For the Andean Tribunal of Justice (ATJ)

For the World Intellectual  
Property Organization (WIPO)

  
Mr. Rogelio Mayta Mayta

  
Mr. Daren Tang

Quito, October 28, 2025