



MEMORANDUM OF UNDERSTANDING BETWEEN THE WORLD INTELLECTUAL PROPERTY ORGANIZATION (WIPO) AND THE LICENSING EXECUTIVES SOCIETY INTERNATIONAL, INC. (LES)

Considering that:

WIPO is an intergovernmental organization established by the WIPO Convention on July 14, 1967, recognized as a specialized agency of the United Nations, with the mandate to promote the protection of intellectual property (IP) worldwide through cooperation among States.

LES, founded in 1973, is a not-for-profit professional organization that serves licensing professionals around the world. The organization is an umbrella organization of 33 national and regional member societies in more than 90 countries that connect, mentor, educate and represent IP and licensing professionals in industry and various firms who seek to facilitate – through investment and resources – bringing new technologies to the marketplace to serve a variety of critical economic and social needs.

Agree that

Article 1. Main Objective

WIPO and LESI (hereinafter referred to individually as “Party” and collectively as “Parties”), recognizing the opportunities for mutual benefit and furtherance of the objectives of their respective Organizations, hereby agree to further their current collaboration related to outreach and educational programs as well as exchange of information in the areas of licensing and commercialization of IP. Accordingly, the Parties agree to expand their joint efforts to respond to the emerging issues that may act as a barrier to the benefits IP and innovation bring to licensing stakeholders and to the general public. In this regard, the Parties will support each other whenever desirable, reasonably possible and appropriate.

LES and WIPO note that this MoU does not constitute a legally binding or enforceable contract. Consequently, in this agreement the use of the verb “will” or “shall” with respect to any action or inaction by a Party, refers to that Party’s good faith, non-binding intent, and not to any type of commitment or actionable obligation on its part.

Article 2. Areas of Cooperation

The main areas of cooperation under this MoU shall focus on education, facilitating discussion related to enabling IP rights holders to effectively navigate and create partnerships to further IP utilization. In doing so, both organizations will identify measurable goals to determine the success of their collaborative activities. The main areas of cooperation in this MoU include:

1. Training Programs

- a) WIPO and LESI each have developed training materials on IP in general and commercialization of IP in particular. The Parties own and shall continue to own their respective IP in these training materials. Nothing in this MoU is intended to, nor shall operate to, transfer, assign or license each Party’s rights in their IP. The Parties, however, agree to share such materials under mutually agreed conditions in order to facilitate use and distribution during their respective training courses, meetings and events.
- b) LESI agrees to take part in the editing of existing and future materials developed by WIPO, including their update and improvement.
- c) LESI also agrees to participate, at WIPO’s discretion and request, in the development of training and education programs in support of the strategic plans and initiatives of WIPO.
- d) The Parties will exchange periodic updates of their respective licensing courses and related events, and offer one-another where appropriate the opportunity to participate therein.

2. Meetings and Seminars

- (a) LESI will:
 - i. provide WIPO with information on all relevant meetings organized by LESI Member Societies worldwide so as to enable WIPO to inform its stakeholders who are interested in participating in LESI Member Society meetings; and
 - ii. support WIPO, to the extent possible, in relevant national and international meetings by identifying high-level speakers related to IP, licensing and commercialization issues.
- (b) WIPO will:
 - i. inform LESI of relevant meetings organized by WIPO, especially those relating to licensing and IP commercialization, and provide LESI the opportunity to participate in such meetings and to propose speakers; and

- ii. support LESI, to the extent possible, in international meetings by identifying high-level speakers as appropriate.
- (c) The Parties agree to, where appropriate, jointly organize or jointly sponsor meetings on licensing of IP, and on related issues.
- (d) WIPO and LESI shall endeavor to attract more varied participation in events of both organizations, including more participation by universities, research and development institutions, small- and medium-sized enterprises (SMEs), industry representatives, legal professionals and government policy makers to enhance the visibility of IP and commercialization, foster networking among interested parties from developed and developing countries and assist in creating favorable conditions, where possible, for the transfer of technology.

3. Creation of a work-plan focused on Commercialization and IP Ecosystems

The Parties agree to collaborate and set specific plans regarding the items listed hereunder.

- (a) **Policy and Emerging IP Issues**
WIPO and LESI will exchange information regarding the business and economic development impacts of emerging policies and issues. When appropriate, LESI will provide timely input to WIPO on these issues.
- (b) **Building and Facilitating Strong Local IP Ecosystems**
The Parties will exchange information on developments in local jurisdictions that may enhance or create barriers to commercializing IP, and will seek to connect local entities in order to promote the use of IP as well as facilitate discussion among local parties on available resources and identify what additional resource may be helpful to develop. This may include the provision of direct assistance to local innovators.
- (c) **Training of Licensing Professionals**
WIPO and LESI will collaborate to identify and promote training programs for the development of a network of trained certified professionals, particularly in the emerging and developing countries. The Parties will jointly work with Certified Licensing Professionals, Inc. (CLP) and other similar institutions worldwide in order to promote this initiative.
- (d) **Ad Hoc Collaboration**
The Parties will collaborate on an *ad hoc* basis for projects that come up from time to time regarding IP and licensing.

- (e) Annual LESI-WIPO Information Meetings with a view to:
 - i. Coordinating their annual activities related to areas of cooperation and mutual interest, including exchange of information about the training programs, meetings and events.
 - ii. Agreeing upon joint projects and events, including the modalities of participation in these events. The parties will endeavor to support one-another in the preparation of events, speakers, exchange of materials, invitation of particular participants, etc., for the current year.
 - iii. Defining objectives and reasonable metrics for effective monitoring and evaluation of projects.
 - iv. Evaluating implemented projects, including the effectiveness of respective speakers, and the projects' impact on the stakeholders of both Organizations.
 - v. Discussing new trends and emerging intellectual property and licensing issues relevant for the WIPO/LESI areas of cooperation and, where appropriate identification of new strategic and thematic projects for the medium and long terms.

Article 3. Communication and Cooperation of the Parties

Both parties will endeavor to share information widely within their respective networks, including through social media and other vehicles, about initiatives and other collaborations that fall within this MoU.

Article 4. Approval of Projects, Financial Contributions, and IP Ownership

Each activity and project developed under this MoU, including those with financial implications or requiring human resources, will be subject to a separate mutual written agreement of the Parties that shall establish the operational and financial responsibilities of each Party. Both Parties recognize that the project execution and implementation of these activities will be subject to the availability of the financial and personnel resources of the Parties.

Unless previously agreed in writing, both Parties further recognize that each Party shall own the IP associated with any materials it develops, creates, invents, or obtains associated with, relating to, or in connection with the activities and projects contemplated by or performed pursuant to the MoU.

Article 5. Entire Understanding

The present MoU sets forth the entire understanding between the Parties and fully supersedes any and all prior agreements between WIPO and LESI pertaining to the objectives referred to in Article 1, including in particular the MoU signed between the Parties on March 23, 2010.

Article 6. Modification

The present MoU may be modified by mutual consent of the Parties expressed in writing.

Article 7. Effective Date, Duration and Termination

This MoU shall come into effect on the date of signature by the two Parties, and will remain in force until termination either by mutual consent of the Parties, or 30 days after one Party gives the other Party written notification of its intention to terminate the MoU.

Article 8. Privileges and Immunities

Nothing in or relating to this MoU shall be deemed or interpreted as a waiver of any privileges and immunities accorded to WIPO as an international organization and specialized agency of the United Nations.

Signed in two original copies in English.

For the Licensing Executives
Society International (LESI)

For the World Intellectual
Property Organization
(WIPO)

Audrey Yap
President
Singapore

Daren Tang
Director General
Geneva, Switzerland

Signed March 26, 2021