



MEMORANDUM OF UNDERSTANDING BETWEEN THE WORLD INTELLECTUAL PROPERTY ORGANIZATION AND THE NATIONAL SCHOOL OF JUDICIARY AND PUBLIC PROSECUTION CONCERNING “WIPO LEX–JUDGMENTS”

The World Intellectual Property Organization (WIPO) having its headquarters in Geneva, Switzerland, and the National School of Judiciary and Public Prosecution located in Kraków, Poland (hereinafter referred to collectively as “Parties” and individually as “Party”);

Have agreed to enter into a Memorandum of Understanding (the “Memorandum”), as follows:

ARTICLE 1: PURPOSE OF THE MEMORANDUM

The purpose of this Memorandum is to establish cooperation between the Parties with a view to facilitating the dissemination of leading judgments in the field of intellectual property through a WIPO operated database (hereinafter referred to as “WIPO Lex–Judgments”).

ARTICLE 2: WIPO LEX–JUDGMENTS

2.1 Upon entry into force of this Memorandum, WIPO shall give the National Authority access to a web interface by which the National Authority can enter judgments and respective related information in “WIPO Lex–Judgments”. The modality of access will be provided by WIPO to the National Authority by subsequent communications.

2.2 The National Authority shall select judgments to be entered in “WIPO Lex–Judgments” (hereinafter referred to as the “Judgments”) at its own discretion, preferably using the following non-cumulative criteria:

- (i) final judgments on the merits given by the court;
- (ii) judgments establishing precedents or persuasive interpretations for future judgments;
- (iii) judgments cited in other judgments, or otherwise praised by commentators, academics, or the legal community;
- (iv) judgments with significant impacts in relation to the subject matter in dispute (i.e., issues raised by recent development of technologies, impact to the economic sector);
- (v) judgments deemed to be important by the National Authority for any other reason.

2.3 In addition to Judgments, the National Authority may also, at its own discretion, enter a number of related information relevant to the Judgments (hereinafter referred to as “Related Information”) in “WIPO Lex–Judgments”. The Related Information can include the following:

- (i) the issuing authority;
- (ii) name of the parties;
- (iii) date of Judgments;
- (iv) relevant legislations;
- (v) summary of Judgments;
- (vi) translation of Judgments.

2.4 WIPO shall establish and maintain the technical infrastructure of WIPO Lex–Judgments and provide public access to “WIPO Lex–Judgments” free of charge.

ARTICLE 3: REPRESENTATIONS AND WARRANTIES

3.1 To the extent that Judgments and Related information are copyright protected, or protected under any other legislation, the National Authority warrants and represents that it owns all copyright, and any other right, necessary for performance under this Memorandum, and/or that it has obtained appropriate permission from the right holders.

3.2 The National Authority warrants and represents that the submission of Judgments and Related Information under this Memorandum shall not infringe intellectual property rights, or any other rights, of any third party. WIPO shall not be liable for any claims by third parties arising out of or in any way connected to performance under the Memorandum.

ARTICLE 4: LICENSE

4.1 The National Authority hereby grants WIPO all rights necessary for the storage, use, publication, and distribution of Judgments and Related Information, including, but not limited to, the right to reproduce, prepare derivative works and distribute copies. The National Authority acknowledges that WIPO will make available to the users, automatic machine translation tools for the Judgments and Related Information published in “WIPO Lex–Judgments”.

4.2 WIPO will publish Judgments and Related Information provided by the National Authority under the following license: the user is allowed to reproduce, distribute and publicly perform the content in “WIPO Lex–Judgments”, by crediting “WIPO Lex–Judgments” as the original source, but without making any commercial use, adaptation, modification or translation. The express written permission of WIPO and the National Authority will be required for any commercial use, adaptation, modification, or translation by the users. In any case, Web Scraping is not allowed.

ARTICLE 5: RESOURCES

5.1 The implementation of the Memorandum is subject to the availability of resources – including budget, human and IT resources – of each Party, and to its respective internal approval processes.

5.2 This Memorandum does not involve the transfer of financial resources between the Parties. Each Party shall bear its own costs in connection with the implementation of the activities referred to in the Memorandum.

ARTICLE 6: FOCAL POINTS

6.1 For the implementation of this Memorandum, each Party shall appoint a Focal Point who acts as a contact person for all communication and questions regarding the implementation of the Memorandum.

6.2 The name of the appointed Focal Point, and any changes thereof, shall be notified to the other Party without delay.

ARTICLE 7: EVALUATION AND CONSULTATION

7.1 The National Authority will endeavor to regularly review Judgments and Related Information in “WIPO Lex–Judgments” to ensure that “WIPO Lex–Judgments” is reflecting the current state of jurisprudence, and, to the extent possible, enter Judgments overruling old precedents along with respective Related Information.

7.2 The Parties agree to maintain open channels of communication and to regularly consult and inform each other of any relevant information relating to the evaluation and implementation of this Memorandum.

ARTICLE 8: AMENDMENTS

The Memorandum may be amended by mutual consent of the Parties, expressed in writing.

ARTICLE 9: ENTRY INTO FORCE, DURATION AND TERMINATION

9.1 The Memorandum will become effective upon signature by the Parties. The duration of the Memorandum is not limited.

9.2 Either Party may terminate the Memorandum, subject to six (6) months prior written notice. Termination of this Memorandum shall be without prejudice to any rights or duties hereunder which may have accrued to either Party prior to the effective date of termination.

ARTICLE 10: PRIVILEGES AND IMMUNITIES

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

ARTICLE 11: SETTLEMENT OF DISPUTES

Any dispute relating to the Memorandum shall be resolved amicably through negotiations in good faith between the Parties.

ARTICLE 12: LANGUAGES

This Memorandum is prepared in English and Polish. In case of discrepancies or differences of interpretation between the English and Polish linguistic versions, the English version shall prevail.

IN WITNESS WHEREOF, the undersigned, duly authorized thereto, have signed the Memorandum.

For the National School of Judiciary
and Public Prosecution

For the World Intellectual
Property Organization
(WIPO)

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Marco Aleman
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Judge Ryszard Sadlik
Acting Director, National School of Judiciary
and Public Prosecution

Marco M. Alemán
Assistant Director General
IP and Innovation Ecosystems Sector

09 April 2024