



## **COOPERATION AGREEMENT BETWEEN THE WORLD INTELLECTUAL PROPERTY ORGANIZATION AND THE NATIONAL SCHOOL OF JUDICIARY AND PUBLIC PROSECUTION**

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 individually as “Party” and jointly as the “Parties”),

*Considering* the mandate of WIPO, dedicated to leading the development of a balanced and effective global intellectual property ecosystem to promote innovation and creativity for a better and more sustainable future;

*Considering* the mandate of the National School of Judiciary and Public Prosecution, the objective of which is the initial and continuous training of the staff of common courts and prosecutor's offices in Poland;

*Emphasizing* the importance of cooperation between the Parties in order to facilitate the strengthening of the skills and capacity of members of the judiciary in adjudicating IP disputes effectively, pursuant to the laws of Poland and within the distinct national economic and developmental context;

**Have agreed** to enter into a Cooperation Agreement (hereinafter referred to as the “Agreement”), as follows:

### **ARTICLE 1: PURPOSE OF THE AGREEMENT**

The purpose of this Agreement is to enable cooperation between WIPO and the National School of Judiciary and Public Prosecution in establishing continuing judicial education on intellectual property (IP) (hereinafter referred to as the “CJE program”) for the judiciary in Poland.

### **ARTICLE 2: OBJECTIVES AND PRINCIPLES**

2.1 The CJE program in Poland has as its objectives to:

- a) Enhance the capacity of the National School of Judiciary and Public Prosecution to deliver self-sustaining, continuing education programs on IP;

- b) Develop the capacity and skills of judges for adjudicating IP disputes efficiently (more prompt resolution, with decisions of higher quality and predictability) in accordance with the applicable legal framework, and taking into account national IP strategies, and developmental goals and priorities;
- c) Enable new judges to gain an initial understanding of the complex field of IP, and experienced judges to receive updated information on new IP statutes and developments.

2.2 The principles guiding the conceptualization and implementation of WIPO judicial training are the following:

- a) Respect for the judicial function and national needs: The design, content and delivery of judicial training is primarily determined by the national institution responsible for judicial training, to meet self-identified national needs and priorities and respecting the national judicial culture, and implemented by national experts.
- b) Sustainability: Planning for IP education to continue to be provided independently by the National School of Judiciary and Public Prosecution in accordance with the judiciary's needs (e.g. utilizing a train-the-trainers model, incorporation of IP modules into the regular training program, etc).
- c) Modern, multidisciplinary and participatory training approach: Training architecture accords with widely accepted adult education principles, is designed around the learner's needs and experiences, and is based on active participatory learning and practice-oriented exchanges. The curriculum addresses legal and non-legal knowledge, skills and attributes, acknowledging that the application of the law is constantly facing social, economic, and technological questions and challenges. Training is judge-led to ensure direct relevance to the professional needs of judges.

### **ARTICLE 3: FOCAL POINTS AND OTHER PARTICIPATING INSTITUTIONS**

3.1 The WIPO Judicial Institute manages WIPO's support for continuing judicial education on IP, in collaboration with other sectors of WIPO. For training through the distance learning methodology, the WIPO Academy will act as focal point in collaboration with the WIPO Judicial Institute.

3.2 The National School of Judiciary and Public Prosecution is the primary focal point for implementing the CJE program in Poland.

## **ARTICLE 4: DELIVERABLES**

The CJE program in Poland includes the following as its deliverables:

- a) Development of judicial training materials and resources specific to the national context, such as collections of laws and leading judgments on IP, and practical “benchbook” guides to the adjudication of IP disputes;
- b) Access to the WIPO Academy General Distance Learning (DL) Course on IP for Judges, to enable introductory-level training in a modifiable and self-paced format that fits within judges’ individual schedules;
- c) Customized delivery of live training session(s), whether in virtual format or in person, which may take the form of:
  - i. Advanced courses to build upon DL Course learning;
  - ii. Train-the-trainers sessions, including on educational methodology;
  - iii. Targeted workshops on specific topics in response to time-sensitive training needs (e.g. amended legislation);
- d) Participation in the WIPO Lex-Judgments database.

## **ARTICLE 5: OBLIGATIONS OF THE PARTIES**

5.1 WIPO and the National School of Judiciary and Public Prosecution will be jointly responsible for the following:

- a) Conducting needs assessment(s) to identify the training needs of judges, including consultations with relevant stakeholders such as the national IP Office, academia and practitioners, as appropriate;
- b) Supporting the development of relevant judicial training materials specific to the national context, such as collections of laws and leading judgments on IP, or benchbooks;
- c) Facilitating participation in the WIPO Lex-Judgments database;
- d) Designing and implementing training programs for the judiciary in response to the identified training needs, using widely accepted adult education and train-the-trainers methodology.

5.2 WIPO will be responsible for the following:

- a) Providing access to the WIPO Academy General Distance Learning Course on IP for Judges;

- b) Supporting the National School of Judiciary and Public Prosecution in designing and conducting evaluations following the principal milestones in the CJE program.

5.3 The National School of Judiciary and Public Prosecution will be responsible for:

- a) Identifying a national expert or experts with specialized knowledge in IP and in the local training needs of the judiciary;
- b) Identifying the target group (e.g. initial training for future judges; induction training for newly-appointed judges; continuous in-service training for acting (experienced) judges) and designating a group of judges with knowledge and experience in IP who will act as future trainers for the judiciary;
- c) Selecting judicial decisions, or facilitating such selection by a national experts, to be uploaded into the WIPO Lex-Judgments database;
- d) Where relevant, upon completion of the train-the-trainers program, incorporating the CJE program into regular judicial training;
- e) Coordinating with all relevant national institutions to develop and implement the CJE program;
- f) Conducting evaluations and presenting evaluation reports following the principal milestones in the CJE program;
- g) Providing all necessary organizational and logistical support for the implementation of the CJE program.

#### **ARTICLE 6: DATA EXCHANGE FOR THE DISSEMINATION OF JUDICIAL DECISIONS**

The Parties will promote dissemination of leading judgments in the field of IP by exchanging data through the WIPO Lex-Judgments database.

#### **ARTICLE 7: CONFIDENTIALITY**

The Parties shall consult each other before disclosing to third parties sensitive information exchanged for the purpose of this Agreement and/or any other information resulting from the implementation of this Agreement.

**ARTICLE 8: IMPLEMENTATION**

8.1 The implementation of this Agreement is subject to the availability of resources – including budget, human and/or IT resources – of each of the Parties, and to their respective internal approval processes.

8.2 This Agreement 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 this Agreement.

**ARTICLE 9: EVALUATION**

The Parties shall review and evaluate coordination and cooperation activities undertaken under this Agreement, both periodically and upon completion of the CJE program. Evaluations shall be based on agreed indicators for the CJE program objectives, and shall include recommendations as necessary.

**ARTICLE 10: ENTRY INTO FORCE, MODIFICATIONS AND TERMINATION**

10.1 This Agreement will enter into force upon its signature by both Parties and will remain in force for two years. At least three months before the expiration date, the Parties may agree to renew the Agreement in writing for a further period to be determined.

10.2 Any provision of this Agreement may be modified by mutual consent of the Parties, expressed in writing.

10.3 This Agreement may be terminated by mutual consent of the Parties or by one Party giving the other prior written notice of six months. Termination of this Agreement by one of the Parties shall not alter obligations previously entered into or arising from activities initiated and conducted under the terms of the Agreement.

**ARTICLE 11: SETTLEMENT OF DISPUTES**

Any dispute arising out of or relating to this Agreement shall be resolved amicably through negotiations in good faith between the Parties.

## ARTICLE 12: PRIVILEGES AND IMMUNITIES

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

## ARTICLE 13: LANGUAGES

This Agreement 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 this Agreement.

For the National School of Judiciary  
and Public Prosecution

For the World Intellectual Property  
Organization (WIPO)

Dariusz Pawłyszczce  
Jugde, Supreme Court of Poland;  
Director, National  
School of Judiciary and Public Prosecution

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

**Dyrektor**  
**Krajowej Szkoły Sądownictwa i Prokuratury**

sędzia  
**Dariusz Pawłyszczce**  
/pismo podpisane podpisem elektronicznym/

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*Marco Aleman*  
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Date:

Date: 18 september 2023

11 września 2023