



MINISTRY OF INDUSTRY, SCIENCE,
TECHNOLOGY AND INNOVATION
OF THE KINGDOM OF CAMBODIA



COOPERATION AGREEMENT BETWEEN THE MINISTRY OF INDUSTRY, SCIENCE, TECHNOLOGY AND INNOVATION OF THE KINGDOM OF CAMBODIA AND THE WORLD INTELLECTUAL PROPERTY ORGANIZATION FOR THE DEVELOPMENT OF INTELLECTUAL PROPERTY OFFICE BUSINESS SERVICES

The World Intellectual Property Organization (hereinafter referred to as “WIPO”) having its headquarters in Geneva, Switzerland, and the Ministry of Science, Technology and Innovation of the Kingdom of Cambodia (hereinafter referred to as “the Office”), located in Phnom Penh, Cambodia (hereinafter referred to individually as “Party” and collectively as the “Parties”),

Recognizing the mandate of the Office to provide efficient and effective intellectual property (hereinafter referred to as “IP”) services for rights registration and related services in support of businesses and users of the IP system of the Kingdom of Cambodia;

Considering the expertise of WIPO in providing cost-effective and quality solutions to improve administration and service delivery of IP Offices worldwide;

Considering that IP information is important for the public good and that effective dissemination of IP information is essential to support technological and economic development at the national and international level;

Recognizing that the partnership between the Parties is effective and important in improving IP services at the national level and increasing awareness and availability of IP information to contribute to innovation and creativity;

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

1. SCOPE OF THE AGREEMENT

This Agreement covers cooperative activities for the improvement of IP business services at the Office, including:

- Provision of business systems by WIPO for IP rights administration, document management, online services, data search and any related systems or modules.

- Projects to analyze, implement or improve business process management and Office workflows.
- Projects for digitalization, data capture and data quality improvement.
- Data exchange for operational purposes and for the dissemination of IP information.
- Creation of national and/or regional IP databases.
- Advisory services on IT strategy, IT audit, management, resources, infrastructure and related topics.
- Provision of support, software upgrades, systems documentation, knowledge transfer, training and related services to improve the autonomy and optimize the use of the WIPO business systems deployed in the Office.

2. NATURE OF COOPERATION

This Agreement is undertaken on the understanding that both Parties cooperate on mutually agreed terms and conditions, with shared responsibility for the implementation of projects and with the ultimate aim of building capacity in the Office for long-term sustainability.

Both Parties agree to make available the necessary resources for the implementation of this Agreement and the fulfillment of their collective responsibilities under this Agreement.

3. IP BUSINESS ADMINISTRATION PROJECTS

WIPO agrees to provide the Office, subject to resources and to the project management processes specified in this Agreement, with assistance in implementing WIPO-supplied business systems for IP administration, electronic document management, online services and any related systems or functionalities. WIPO will provide system customization and implementation services and make available relevant documentation, to assist the Office to implementing the systems.

The provision of IP business systems by WIPO will be subject to the terms and conditions attached in Annex I. Notwithstanding Article 12 of this Agreement, Annex I may be revised periodically by WIPO in accordance with Section 13 of the said Annex.

4. PROJECT MANAGEMENT PROCESS

Every deployment or significant system upgrade will be managed as a project with appropriate procedures and documentation. Projects will be subject to the following processes and principles.

- Before starting a project, the Parties will conduct an initial assessment of the needs of the Office, resources and capability of the Parties to support the project, assistance available to the Office, relevant alternatives, pre-requisites and implementation strategies and project methodology.
- The project will be initiated if both Parties agree that the necessary pre-requisites are in place and that both Parties have the necessary resources to commit to the project. Where appropriate, the Parties may seek funding from third parties, subject to agreement by both, in order to secure the necessary resources.
- Once initiated, the Parties will each appoint a project manager and senior executive to oversee the project implementation. The project managers will document a project plan for approval by both Parties.
- During implementation, the project managers will monitor and control the project and report on the implementation status regularly to the senior executives in WIPO and the

Office. Issues and changes will be escalated to the senior executives for review and resolution.

- In the event that one or both Parties suspend or terminate a project, the Parties should inform each other, documenting the reasons for their decision.
- At the completion of the project, a project closure report will document the outcomes, performance, lessons learned and future work. The project deliverables will then be handed over to the Office.
- Project evaluations may be undertaken, on a case by case basis, after completion of a project. The evaluation may be used to document lessons learned and to improve processes for future project design and implementation.

5. SUPPORT PROCESSES

Support for the WIPO-supplied business systems will be managed cooperatively by the Parties according to the following principles.

5.1 ALLOCATION OF RESOURCES

The Office shall formally establish a team of support and systems administration staff consisting of business and information technology specialists.

WIPO shall appoint a support coordinator for the Office and shall maintain a support team with the skills and resources to provide the necessary service levels.

5.2 PREPARATION OF WORKPLANS

Annual work plans will be prepared to identify potential projects, ensure adequate support, knowledge transfer, correct prioritization and timing, and appropriate allocation of resources to the support activities.

The annual work plans shall be agreed and approved by the Parties.

5.3 RESPONSIBILITIES

The Office shall be responsible for:

- Support to the end users of the systems, including training, responding to requests for assistance, providing helpdesk facilities and resolving issues that arise in the day to day use of the system.
- Maintaining the configuration of the system, including configuration of workflows, user interfaces, business rules, and other related elements.
- Maintenance of systems interfaces between WIPO-supplied systems and other systems developed or installed under the responsibility of the Office.
- Validating all new versions of the software before implementing them, and maintaining a separate technical environment for the validation of new software versions.

WIPO shall be responsible for:

- All software changes to the WIPO-supplied systems.
- Establishing a procedure for regular updates and improvements to the software, taking into account requests that the office may make for changes to the software.
- Defining a procedure for fixes to errors in the system. WIPO shall endeavour to fix errors reported by the Office promptly and to deliver the corrected software to the office as quickly as possible.

5.4 ISSUES MANAGEMENT

WIPO shall establish a procedure for responding to issues reported by the Office.

Issues shall be reported by the Office according to the defined procedures and WIPO shall provide regular and timely feedback to the Office on the resolution of the identified issue/s.

WIPO shall respond to reported issue/s on a best-efforts basis, taking into account the priority and severity of the issue/s as reported by the Office.

6. CAPACITY BUILDING FOR SUSTAINABILITY

6.1 TRAINING AND KNOWLEDGE TRANSFER

WIPO shall transfer all necessary knowledge to the Office staff to enable them to perform the local support of the system. Knowledge transfer shall be in the form of regular training sessions at the Office or in other locations and through remote support by email, telephone, video conference, etc. Training sessions may be scheduled and repeated as new staff members are recruited by the Office or for existing staff who need further extensive training.

6.2 DOCUMENTATION

WIPO shall make available all software documentation to the Office, in English, and shall update the documentation regularly as changes are made.

7. TECHNOLOGIES TO BE USED

In view of promoting interoperable and internationally compatible tools and facilities in developing global IP infrastructure, WIPO uses technologies that are in line with industry *de facto* standards and which implement the relevant WIPO standards for industrial property information, including standards for patents, trademarks and industrial designs.

8. DATA EXCHANGE AND DISSEMINATION

To contribute to the creation of global public goods, dissemination of IP information globally and to promote the protection of IP rights, the Office will provide WIPO with the following information, in electronic format, free of charge:

- a. data of published national patents and patent applications filed with the Office including all available back-file data ("National patent applications") as well as the legal status information to the extent available; and/or
- b. data pertaining to Patent Cooperation Treaty (PCT) applications, entering the national phase and filed with the Office ("the PCT national phase applications") and to the extent possible, the translations into the national language of PCT international applications, as foreseen in Rule 95 of the PCT Regulations; and/or
- c. data pertaining to national trademarks registered at the Office including all available back-file data as well as the legal status information to the extent available; and/or
- d. data pertaining to the published industrial design applications filed with the Office including all available back-file data as well as the legal status data to the extent available; and/or
- e. data pertaining to the Office's industrial property statistical information, where available, in the prescribed format specified in the WIPO IP Statistics Data Collection website, and copies of national legislation, for the purpose of supporting WIPO's global reference projects.

The principles and conditions for the exchange of data under this Agreement are specified in Annex II.

The Parties shall separately agree on specifications and other details pertaining to the information to be exchanged.

9. INFORMATION TECHNOLOGY INFRASTRUCTURE

WIPO does not supply computer and networking equipment, Internet connectivity, or commercial licensed software. The acquisition, installation, configuration, support and maintenance of such equipment and software is the responsibility of the Office.

Administration and operation of the systems shall be the responsibility of the Office. Systems administration includes the day-to-day activities to operate the system as well as testing and installation of new releases, maintenance and upgrades of hardware, security configuration and management, backup, disaster recovery and business continuity planning, configuration and support of database management and related systems software.

WIPO will provide specifications and recommendations for the necessary infrastructure required to support the implementation of projects under this Agreement.

WIPO offers an optional cloud hosting service for the software as an alternative to hosting the software on infrastructure owned and/or controlled by the Office. The Office may choose the WIPO cloud hosting service which is provided in accordance with the conditions specified in Annex IV.

10. CONFIDENTIALITY AND NON-DISCLOSURE

In the context of implementing this Agreement, the Parties may have access to, or exchange, information, data, documentation and/or knowledge that is confidential. Such information shall be held by the Parties in confidence in accordance with Annex III.

11. MODIFICATION

Except for the terms and conditions attached in Annex I, the Agreement and any other agreement referred to herein may be modified by mutual consent of the Parties, expressed in writing and formalized through an exchange of letters specifying the date of entry into force of the modification concerned.

12. ENTRY INTO FORCE, DURATION AND TERMINATION OF THE AGREEMENT

This Agreement terminates and supersedes any previous Agreement for the Development of Industrial Property Office Business Services signed between the parties.

The Agreement will become effective upon signature by the Parties. The duration of the Agreement is not limited. Either Party may terminate the Agreement, subject to six months written notice. Subject to the paragraph below, if one of the Parties decides to terminate the Agreement, obligations previously entered into in relation to projects being implemented under it shall not be affected thereby.

This termination shall also apply to any other agreement agreed by the Parties and derived from the Agreement and to any license granted by WIPO to the Office herein or under the Annexes of the Agreement. WIPO will discontinue supporting any software provided by WIPO to the

Office according to the Agreement and/or of its Annexes. All its maintenance and administration will then become solely the sole responsibility of the Office.

13. 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 specialized agency of the United Nations.

14. SETTLEMENT OF DISPUTES

Any dispute, controversy or claim arising out of or relating to this Agreement shall be resolved by negotiation in good faith between the Parties.

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

Done in duplicate, in English.

For the Ministry of Industry,
Science, Technology and Innovation
(MISTI) of the Kingdom of Cambodia

H.E. Kitti Settha Pandita Cham Prasidh
Senior Minister

For the World Intellectual
Property Organization
(WIPO)

Mr. Daren Tang
Director General

Date: November 17, 2021

Place: Phnom Penh

Date: November 17, 2021

Place: Geneva

[Annexes follow]

ANNEX I: TERMS AND CONDITIONS FOR THE USE OF WIPO SOFTWARE FOR IP OFFICE BUSINESS SERVICES

1. DEFINITIONS - IN THE CONTEXT OF THESE TERMS AND CONDITIONS

“The Software” shall mean the software owned and provided by WIPO to enhance IP Office business services. The Software may include WIPOScan Software, WIPO Industrial Property Administration System (IPAS) Software, WIPO Electronic Document Management System (EDMS), WIPO Publish Software, WIPO File and/or related IP business software. These software products are described in detail on the WIPO web site, accessible via (http://www.wipo.int/global_ip/en/activities/technicalassistance/).

“The Office” shall mean the Intellectual Property Office of any WIPO Member State, or the regional office of a group of WIPO Member States, which uses the WIPO software for IP Office business services to improve the management of internal business processes and maximize the IP service delivery to its stakeholders.

2. GRANT OF RIGHTS

WIPO grants the Office the right to use the Software for IP service delivery under the conditions described herein and within the framework of the “fair use” policy outlined in section 6. The intended purpose of this right is to meet demands from IP Offices to support efficient and effective business services. Unless otherwise provided for in these Terms and Conditions, the Office shall have a worldwide, non-sublicense, non-transferable and non-exclusive right to use the Software as stated below:

- The Office may use the original version of the Software in its own applications;
- Any components or modules developed by the Office and linked into the Software shall not be considered part of the Software and will not be subject to these Terms and Conditions.
- The Office may have its operation of the Software carried out through a subcontractor. The subcontractor, however, shall obtain no rights whatsoever to the Software.

Any use other than the above-mentioned uses shall be subject to prior written agreement on the terms and conditions. In particular, the Office may not redistribute the software or any derived products to third parties without prior written agreement between WIPO and the Office.

3. SOURCE CODE

The source code for the core WIPO-supplied Software shall not be modified by the Office.

However, WIPO shall transfer all source code and related documentation to the Office and the Office will take over responsibility for software changes, if one of the following occurs:

- The Director General of WIPO notifies the Office that the WIPO Secretariat intends to discontinue its support to the Office for the Software, including support for improvements and fixes; or
- The program for the provision of the Software is discontinued by a decision of the WIPO Member States.

The transfer of the source code shall not affect the terms and conditions related to the ownership, distribution rights and other terms of use of the software documented in these Terms and Conditions.

To this end, WIPO shall maintain a library of all source code that is updated with all latest versions and that can be easily made available if necessary. If required, any Office may request written confirmation that the source code library will be made available to them if the conditions of this provision are met.

4. SOFTWARE MODIFICATION

Subject to prior consent of WIPO, the Office may use the Software to create its own application systems or modules, provided that the Office meet the following conditions and inserts a prominent notice stating how, when and whether the Office changed the software:

- The copyright notice and disclaimer on the Software must be reproduced and included in the source code, documentation, and/or other materials provided in a manner in which such notices are normally distributed.
- The derivative work must be clearly identified as such, in order that it may not be confused with the original Software.

WIPO will not be liable, in any respect, for any such modifications or any errors, losses or damage resulting from such modifications.

For the purposes of these terms and conditions, the modifications are understood to mean the development of new systems, functionality and/or modules to meet the specific requirements of the office, by building on the software provided by WIPO. As provided in section 3 above, the source code of the core system will not be modified, but the office may develop its own software that supplements or replaces the functionality of the core system. For example, the office may create its own software to support reception, data capture, trademark search, or other functionality.

5. THIRD PARTY LICENSES

The Office shall be responsible for all third-party software licenses required to operate the Software, including but not limited to operating systems, database management systems, and office productivity software.

6. FAIR USE

Nothing in these Terms and Conditions is intended to reduce, limit, or restrict any rights arising from fair use, fair dealing, other limitations on the exclusive rights of the copyright owner under copyright law or other applicable laws.

7. OWNERSHIP

Ownership and title in the original and modified Software are and shall at all times remain with WIPO. The Office shall not acquire directly, indirectly or by implication any title, copyright or ownership in the Software or any parts thereof. This Article will not apply to the components and modules developed by the Office and linked to the Software.

8. RESPONSIBILITY

Responsibility for the successful deployment and use of the Software remains with the Office. WIPO is responsible for the training of the Office staff to enable them to manage, operate, and benefit from the Software, upon the Office's request. The Office will receive technical assistance and/or general consultation with regard to the deployment, customization and effective use of the Software. WIPO will take all reasonable steps to transfer the technical knowledge embedded in the Software that can be directly attributable to best performance of the system. As they become available, WIPO will provide new versions, updates and/or enhancements to current versions of the Software. However, WIPO bears no responsibilities with respect to the maintenance and support of the Software for the purpose of office use after a reasonable time period. The Office shall be responsible for maintenance and support of the systems derived from the Software. Equipment and software compatibility shall be the Office's sole responsibility.

9. INTELLECTUAL PROPERTY RIGHTS

The Office acknowledges and recognizes the ownership, title and other rights of WIPO in and to any and all copyright and other intellectual and industrial property rights ("Rights") in relation to the Software, and all such Rights shall at all times be and remain the sole property of WIPO. The Office shall not do or permit to be done any act that is or is likely to constitute an infringement of the Rights, or will likely jeopardize or offend the ownership, right and title of WIPO in and to the Rights. Notwithstanding anything to the contrary, WIPO does not make any warranty, express or implied, that the Software, or any part thereof, does not affect or violate any patent, trademark, copyright, trade secret, or other proprietary right of any third party.

10. LIABILITY AND FORCE MAJEURE

WIPO shall not be liable for any indirect, incidental, consequential, liquidated, special, punitive or exemplary damages or penalties to the Office, including, but not limited to, losses of business, revenue or profits, as a consequence of using any of the modules in the Software. WIPO shall not be liable or deemed to be in default for any delays or failure in performance or interruption of service resulting directly or indirectly from any cause or circumstance beyond its reasonable control.

11. ACKNOWLEDGMENT AND DISCLAIMERS

The Office shall identify WIPO as the source of the Software. However, any such identification shall include the following (first) disclaimer: "The Software herein is provided by the World Intellectual Property Organization (WIPO) on an "as-is, where-is" basis, and WIPO does not represent, warrant, or otherwise guarantee, expressly or impliedly, the merchantability, fitness for a particular purpose, suitability, integrity, accuracy, reliability, or completeness of the said software or any information disclosed or described or contained in the said software. WIPO expressly disclaims liability for any loss, damage, or injury directly or indirectly suffered or incurred as a result of or related to anyone using or relying on the said software or any information disclosed or described or contained in the said software."

12. USE OF LOGO

The Office shall not have the right to use any WIPO logo(s) or trademark(s) unless specifically authorized by WIPO in writing and shall be subject to such conditions of use as may be agreed by the Office and WIPO.

13. REVISIONS

WIPO reserves the right to revise these Terms and Conditions at any time. Any revised Terms and Conditions will be posted on WIPO's website. Revisions shall take effect immediately following posting of the new Terms and Conditions.

14. ENTIRE AGREEMENT (WHERE APPLICABLE)

These Terms and Conditions (and any revisions) constitutes the entire understanding between WIPO and the Office regarding the use of the Software.

[End of Annex I]

ANNEX II: PRINCIPLES AND CONDITIONS FOR THE EXCHANGE AND USE OF IP DATA

The use of IP data exchanged under this Agreement will be subject to the following principles and conditions:

1. GENERAL PROVISIONS

- Ownership of the exchanged data remains with the Office.
- The Office does not permit WIPO to redistribute the exchanged data and any derived or added-value data to third parties.
- On request, the Office may receive from WIPO copies of its data, including any added-value or derived data.
- The Office will provide regular updates of the exchanged data.
- The Office will endeavor to provide English language translations of patent titles and abstracts and of descriptions of trademark goods and services.
- Data will be replicated to WIPO Global Databases and related services.
- WIPO shall have the right to reformat or reproduce the data for inclusion and use in the provision of IP information services such as online search services, language tools, IP information analysis reports, statistics and other services.

2. ADDED VALUE DATA AND SERVICES

- WIPO may add value to the provided data, for example by creating full-text data from images using Optical Character Recognition (OCR), adding or improving classification data, creating translations or language services, creating family relationships or other data improvement.
- In the case of added-value data or services, WIPO may charge a non-commercial fee to users of the services in order to recover part of the development and maintenance cost of the added-value data or service.
- Any added-value services will be made available free-of-charge to the Office for its internal use.

3. REGIONAL IP DATABASE

- The exchanged data will be used to create regional online IP databases which will be made available to the public.
- WIPO will provide the necessary software systems to enable the Office to extract, format and share its data with the regional IP database.
- The Office will endeavor to provide translations of the user interface elements of the regional IP database into its own national language or languages.

[End of Annex II]

ANNEX III: CONFIDENTIALITY

1. CONFIDENTIAL INFORMATION

1.1. DEFINITION

“Confidential Information” shall mean all confidential and proprietary information, data, systems, software, products and services that are disclosed to, obtained or received by the Receiving Party from the Disclosing Party in any form, including but not limited to oral, visual, written and electronic.

1.2. EXCLUSIONS

Confidential Information shall not include any information that:

- was previously known to the Receiving Party at the time of the disclosure by the Disclosing Party;
- is or becomes a matter of public knowledge through no fault of the Receiving Party;
- is approved for release by the written authorization of the Disclosing Party.

2. OBLIGATIONS OF THE RECEIVING PARTY

2.1. DUTY

The Receiving Party shall not disclose Confidential Information to any third parties beyond those described in Section 2.4 without prior written authorization from the Disclosing Party. In addition, the Receiving Party shall not use Confidential Information for its own benefit, except in connection with its business relationship with the Disclosing Party, or for the benefit of others, without prior written authorization from the Disclosing Party.

2.2. STANDARD OF CARE

The Receiving Party shall safeguard Confidential Information from unauthorized disclosure by using the same standard of care that it employs to protect its own confidential information, and in no event less than a reasonable standard of care.

2.3. UNAUTHORIZED DISCLOSURE

The Receiving Party shall promptly notify the Disclosing Party in the event of any unauthorized use or disclosure of Confidential Information.

2.4. AUTHORIZED DISCLOSURE

- **Employees.** The Receiving Party shall disclose Confidential Information to its employees only on a need-to-know basis provided that such employees are bound by confidentiality obligations sufficient to carry out the intent of this Agreement.
- **Contractors.** The Receiving Party shall disclose Confidential Information to one or more of its contractors, only on a need-to-know basis provided that such contractors are bound by confidentiality obligations sufficient to carry out the intent of this Agreement.

3. RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

Upon the written request of the Disclosing Party, the Receiving Party shall, as far as technically reasonably possible:

- promptly return to the Disclosing Party Confidential Information, including all copies or other reproductions; or
- promptly destroy all Confidential Information.

[End of Annex III]

ANNEX IV: CLOUD HOSTING SERVICE

1. INTRODUCTION

WIPO offers a cloud hosting service for the software as an alternative to hosting the software on infrastructure owned and/or controlled by the office. The service is hosted on public cloud infrastructure which is managed via an enterprise agreement between WIPO and public cloud service providers.

The cloud hosting service is a managed service which removes the need for offices to install and manage their own ICT infrastructure including servers, backup systems, security systems, etc. The service is hosted on a public cloud service provider, operated by WIPO, and accessed by the office over the internet.

WIPO has an enterprise agreement with Amazon Web Services, Inc (AWS). Other service providers may be added in the future, as long as they are able to provide equivalent legal protection and adequate service levels.

2. DATA PROTECTION AND SECURITY

The WIPO enterprise agreement with the public cloud service provider contains specific provisions for data protection. In particular:

- The service provider recognizes WIPO's privileges and immunities as a specialized agency of the United Nations.
- The agreement includes a protocol for handling any requests for access to data from a government authority. If such a request is received, the service provider must notify WIPO so that WIPO can assert its privileges and immunities with the respective government, and/or remove the data concerned.

WIPO has created a security architecture for the service to comply with its own standards for protection of *highly confidential* data. This is the same standard that is applied to the hosting of data in the WIPO Global IP systems (PCT, Madrid, Hague). Security controls include intruder detection and prevention, encryption of data, access control mechanisms, etc.

In addition, security controls will be applied to ensure that data from different offices is segregated so that no access to data from other offices will be possible.

3. LOCATION OF DATA AND SERVICES

The cloud service provider delivers its services through discrete regions. Each region consists of a group of data centers located in a specific geographical location based in one country.

Offices will choose the region in which they want their data to be hosted from among the supported regions of the cloud service provider. If applicable, offices may also choose a backup region. Data will not leave that region without the knowledge or permission of the office.

4. BACKUPS AND DATA REPATRIATION

WIPO will perform regular backups of IP office data within the cloud environment. Office may choose to receive copies of the data backups and may decide to use the backups to repatriate their data or to keep an in-house replica of the data in case they decide to discontinue using the WIPO cloud service.

5. AVAILABILITY AND RESILIENCE

The cloud service is designed to be highly available and resilient. However, outages or inaccessibility of the services may occur in certain circumstances. In particular, internet connectivity from the office to the cloud service provider is necessary at all times.

In the case of an outage at the cloud service provider (a rare occurrence), WIPO will endeavor to re-establish the service within 4 working hours, subject to the resolution of the outage by the cloud service provider.

6. PAYMENT FOR CLOUD SERVICES

The cloud hosting service is provided within the context of the enterprise agreement between WIPO and the public cloud service provider. As such, the cloud infrastructure costs are born by WIPO.

As a consequence, WIPO reserves the right to configure the cloud service to optimize costs, including choosing the specifications for the compute, storage and database services.

7. OPERATIONAL RESPONSIBILITY

WIPO is responsible for:

- Installation and configuration of the software with the cloud service provider.
- Customization of cloud platform, including server, storage, remote cloud management.
- Technical administration of the service, including administration of backups, database maintenance, security controls.
- Installation of patches and upgrades.
- Monitoring of the server and performance, including the availability of the service and responding to technical incidents.

The office is responsible for:

- Internet connectivity between the office and the cloud service provider.
- Business administration of the software, including configuration of business rules, workflows, document templates.
- Administration of user accounts and access rights within the software.
- Software change management
- Technical interfaces with other software products, such as financial systems, other online systems, etc.

8. REGULATORY COMPLIANCE

WIPO manages the cloud service in an environment protected by its privileges and immunities as a UN specialized agency, and in conformance with industry-standard security norms.

In order to comply with national regulatory requirements, the office may request specific information on the operation and security of the WIPO cloud service. The office may also request an independent audit of the service in order to validate compliance. WIPO will provide all necessary information and support to comply with any such request by the office.

9. FINAL PROVISIONS

Offices may also choose to host the software on a cloud environment which is managed under their own responsibility. WIPO will support the operation of software in non-WIPO cloud

environments, but this scenario is not covered by the present conditions. In particular, offices take responsibility for data protection, security, legal compliance, backups, and service levels.

[End of Annex IV and of Agreement]