



Memorandum of Understanding (MOU) on Strategic Cooperation

Between **The World Branding Federation Council (WBFC)**
(An international, scientific, and non-profit organization)
Based in Manchester, United Kingdom
("Hereinafter referred to as **"the Federation"**)
And **The World Intellectual Property Organization (WIPO)**
(A specialized agency of the United Nations)
Based in Geneva, Switzerland
("Hereinafter referred to as **"the Organization"**)

Preamble

Whereas, the Federation is a leading international body in the field of developing and promoting global branding standards, operating on the basis of collaboration with prestigious universities worldwide with the aim of advancing brands scientifically.

Whereas, the Organization, as a specialized agency of the United Nations, has a global mission to promote and protect intellectual property and encourage creative activities.

Whereas, both Parties believe that creating a coherent ecosystem in which scientific branding standards are linked to the international legal frameworks of intellectual property is essential for innovation, sustainable development, and global economic growth.

Now, therefore, the Federation, represented by Ms. Amanda George, Legal and Plenipotentiary Representative on behalf of the Board of Directors, and the Organization, represented by the Director General at the time, with free will and for the purpose of achieving common goals, agree upon the following principles and articles:

Article 1: Definitions

In this MOU, the following terms shall have the meanings ascribed to them:

WBFC Standards: The set of parameters and Key Performance Indicators (KPIs) developed by the Federation for the scientific evaluation of brands.

Certified Brand: A brand that has successfully undergone the Federation's evaluation process and has received an official certificate.

WIPO Systems: The international registration and filing systems administered by the Organization, including the Madrid System, the Hague System, and the Patent Cooperation Treaty (PCT).

Intellectual Property (IP): The rights as defined in the Convention Establishing the World Intellectual Property Organization (1967), including trademarks, industrial designs, patents, and other related rights.


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Article 2: Purpose and Objectives

The main purpose of this MOU is to establish a formal cooperation framework to achieve the following objectives:

- 2.1. To create an effective bridge between the scientific field of branding and the legal domains of intellectual property.
- 2.2. To facilitate and support Certified Brands, especially SMEs, in entering global markets through the protection of their IP assets.
- 2.3. To foster scientific and research synergies to develop standards that fully cover the IP aspects of branding.
- 2.4. To raise awareness and empower business owners worldwide regarding the strategic and legal importance of branding.

Article 3: Commitments of the Federation

The Federation undertakes to:

- 3.1. Conduct the brand evaluation process based on WBFC Standards in a transparent, impartial, and scientific manner.
- 3.2. Maintain a secure database of Certified Brands and provide necessary access to the Organization.
- 3.3. Prepare the necessary documentation for Certified Brands to facilitate their registration processes within WIPO Systems.

Article 4: Commitments of the Organization

The Organization undertakes to:

- 4.1. Recognize WBFC Standards as a credible benchmark for assessing the readiness of brands for global registration.
- 4.2. Support the intellectual property rights of Certified Brands within the framework of international treaties.
- 4.3. Facilitate access to information, international laws, and specialized IP training for the Federation's network of Certified Brands.

Article 5: Scope and Limitations

- 5.1. This MOU applies to all brands participating in the Federation's evaluation process.
- 5.2. The Parties agree that brands operating in fields considered contrary to public order (ordre public) or morality at the international level shall not be eligible to benefit from this MOU. These fields include, but are not limited to, the production and trade of illegal weapons, pornographic content, promotion of hate speech, and illicit drugs.

Article 6: Political Neutrality and Independence

- 6.1. The Parties acknowledge that this MOU is a purely scientific and technical document and shall operate free from any political orientation or sanctions.
- 6.2. The implementation of this MOU shall under no circumstances be halted or restricted due to unilateral or multilateral political sanctions against a brand's country of origin. The basis for evaluation will be solely the scientific standards of the Federation.


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Article 7: Term, Review, and Termination

- 7.1. The term of this MOU shall be fifteen (15) years from the date of execution.
- 7.2. The Parties agree to conduct a comprehensive review of the progress and effectiveness of this cooperation at the end of the seventh year.
- 7.3. This MOU may be renewed by written agreement of the Parties. Either Party may terminate this MOU by providing twelve (12) months' written notice to the other Party.

Article 8: Dispute Resolution

Any dispute arising from this MOU shall first be settled through direct negotiation. If a settlement is not reached within sixty (60) days, the matter shall be submitted first to mediation and, if unsuccessful, to final arbitration at the WIPO Arbitration and Mediation Center.

Article 9: Governing Law

This MOU shall be interpreted and governed by the general principles of public international law and the relevant treaties administered by WIPO.

Article 10: General Provisions

- 10.1. Notices: All official notices shall be sent in writing to the addresses of the Parties' representatives.
- 10.2. Amendments: Any amendment to this MOU must be in writing and signed by the authorized representatives of both Parties.
- 10.3. No Agency: This document does not create any partnership, joint venture, or agency relationship between the Parties.

This MOU is executed in two original copies in the English language, both having equal validity, and shall become effective upon signature by the legal representatives of the Parties.


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