MEMORANDUM OF UNDERSTANDING ON INDUSTRIAL PROPERTY COOPERATION BETWEEN THE MEXICAN INSTITUTE OF INDUSTRIAL PROPERTY OF THE UNITED MEXICAN STATES AND THE STATE INTELLECTUAL PROPERTY OFFICE OF THE PEOPLE’S REPUBLIC OF CHINA

The Mexican Institute of Industrial Property (IMPI) of the United Mexican States and the State Intellectual Property Office (SIPO) of the People’s Republic of China, hereinafter referred to as “the Participants”;

CONSIDERING the will to enhance the existing friendly relations between the peoples and governments of both countries;

ANIMATED by the desire to reconfirm their cooperative partnership in order to promote technological exchange and economic development;

RECOGNIZING the need to expand and strengthen the national industrial property system by working together to promote innovation, creativity and technological advancement and to ensure the proper administration, protection and use of Industrial Property (IP) rights;

INTERESTED in improving the quality and efficiency of patent procedures and fostering Intellectual Property awareness;

Have reached the following understanding:

PARAGRAPH I
OBJECTIVE

The objective of this Memorandum of Understanding (hereinafter referred to as MOU) is to establish a wide-ranging and flexible mechanism for developing and furthering the cooperation activities between the Participants in the IP field and information technology services.

PARAGRAPH II
COOPERATION MODALITIES

The cooperation activities referred to in this MOU may be carried out through the following modalities:

a) seeking to raise public awareness of the importance of IP;

b) joint organization of personnel training;

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c) organization of seminars on IP addressed to the respective enterprises of the Participants;

d) exchange of information and views on the latest developments of their Intellectual Property systems;

e) interchange of information and collaboration in order to enhance the examination cooperation between the Participants;

f) promoting the Patent Prosecution Highway (PPH) Pilot Program and encouraging patent applications between both countries;

g) exchange of Intellectual Property documentation and patent data which have been mutually decided by the Participants;

h) any other form of cooperation as may be agreed by the Participants.

The operation of this MOU does not impose obligations to the Participants to develop projects in all of the modalities of cooperation contemplated in this Paragraph.

The Participants are not required to collaborate in those activities for which there are derived from an internal prohibition law, institutional rules or customs.

PARAGRAPHER III
COMPETENCE

The Participants will execute the cooperation activities referred to in this MOU with full compliance of their respective jurisdictions, institutional directives and applicable national legislation. The cooperation activities under this MOU will be carried out on the basis of the principles of equality, reciprocity and mutual benefit.

PARAGRAPHER IV
HIGH-LEVEL MEETINGS

In order to exchange the information and points of view regarding new developments in the patent protection systems of both countries, the Participants will make their best efforts to host high-level meetings, at the times agreed by them, preferably once each year.

PARAGRAPHER V
WORK PROJECTS

The Participants may jointly draw up work projects, which will set out the specific aspects of their collaboration according to the cooperation modalities referred to in Paragraph II of this MOU, detailing the activities to be executed.

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Each project will include information on the development of cooperation activities and coordination specifications, resources, location, responsibility of each Participant, financing, personnel exchange, implementation time schedule and any other information deemed necessary.

When the Participants agree to carry out the activities under this MOU, the corresponding project, as an integral part thereof, will be included in the Annex of this document.

PARAGRAPH VI
REPORTS

The Participants will make their best efforts to elaborate reports regarding the development and achievements attained under this MOU and will inform them in writing to their respective Ministries of Foreign Affairs, as well as to any other bilateral authorities deemed necessary.

PARAGRAPH VII
CONFIDENTIALITY

The Participants may exchange information within the framework of this MOU, with the exception of such cases where the applicable national legislation or the Party providing such information, has set restrictions on its use or disclosure.

Under no circumstances, restricted information will be transferred by either Party to a third party without prior written consent of the other Party.

PARAGRAPH VIII
FINANCING

The Participants will finance the cooperation activities derived from this MOU with the resources assigned in their respective budgets, subject to the availability of the required funds and the applicable legislation.

Each Participant will bear the expenses derived from its participation in the cooperation activities developed under this MOU, except in the case when alternative funding mechanisms are available for specific activities, provided that the Participants deem appropriate.

PARAGRAPH IX
EMPLOYMENT RELATIONSHIP

In order to develop the cooperation activities set out in this MOU, personnel assigned by either Participant will remain under the direction and authority of the institution to which they belong, and therefore no employment relationship will be created with the other.
Participant, which will not under any circumstances be considered to be a substitute employer.

PARAGRAPH X
DISPUTE SETTLEMENT

Any dispute which may arise in connection with the interpretation or enforcement of this MOU will be settled by mutual agreement between the Participants, in a friendly manner.

PARAGRAPH XI
FINAL PROVISIONS

This MOU will become effective from the date of its signature and will remain applicable for a period of three (3) years, renewable for equal periods, by previous written notification between the Participants with thirty (30) days in advance.

This MOU may be amended by mutual consent of the Participants, formalized in writing, specifying the date of its entry into force.

Either Participant may at any time terminate this MOU, by written notice to the other Participant with a minimum of thirty (30) days in advance.

The termination of this MOU will not affect the conclusion of the cooperation activities that may had been formalized while it was in force.

This MOU is not intended to create any legally binding obligations or corresponding rights for the Participants.

Signed in Mexico City, on April 20th, 2015, in two originals, in Spanish, Chinese and English languages, all texts being equally authentic. In case of divergence in the interpretation of this MOU, the English text will prevail.

FOR THE MEXICAN INSTITUTE OF INDUSTRIAL PROPERTY OF THE UNITED MEXICAN STATES

Miguel Ángel Margáin
Director General

FOR THE STATE INTELLECTUAL PROPERTY OFFICE OF THE PEOPLE’S REPUBLIC OF CHINA

Shen Changyu
Commissioner