MEMORANDUM OF UNDERSTANDING BETWEEN THE MEXICAN INSTITUTE OF INDUSTRIAL PROPERTY OF THE UNITED MEXICAN STATES AND THE HONG KONG TRADE DEVELOPMENT COUNCIL OF THE HONG KONG SPECIAL ADMINISTRATIVE REGION OF THE PEOPLE’S REPUBLIC OF CHINA

The Mexican Institute of Industrial Property (IMPI) of the United Mexican States and the Hong Kong Trade Development Council (HKTDC) of the Hong Kong Special Administrative Region of the People’s Republic of China, hereinafter referred to as “the Participants”;

CONSIDERING the will to enhance their friendly and cooperation relations;

AIMED by the desire to reconfirm their cooperative bonds to promote economic and technological exchanges;

Have reached the following understanding:

PARAGRAPH I
OBJECTIVE

The objective of this Memorandum of Understanding (MOU) is to establish the basis of a bilateral strategic partnership between the Participants, in order to promote the Intellectual Property (IP) trade between Mexico and Hong Kong.

PARAGRAPH II
MODALITIES OF COOPERATION

In order to achieve the objective of this MOU, the Participants may develop cooperation activities through the following modalities:

(a) extensive information exchange, in order to keep both Participants informed of the latest development of the IP system in their respective regions;

(b) mutual promotion of the IP Portal as well as other IPR online platforms maintained by the HKTDC and the official website of the IMPI, through the displaying of the logo of the other Participant on its online platforms to boost visitor traffic and usage;

(c) facilitation of information exchange and strengthening cooperation related to promoting commercialization and trading of IP;

(d) promotion of best practices, experiences and knowledge on IP awareness to the public in general, particularly businesses and educational institutions of the Participants;
(e) exchange and dissemination of best practices, experiences and knowledge on IP with and to the industry, (e.g. small and medium enterprises), through training programs, seminars and events in the matter, organized singly or jointly by the Participants;

(f) collaboration over events related to the promotion of the IP organised by either Participant through the exchange of participants and experts;

(g) collaboration on IP-related trainings for the local IP and business communities, and

(h) any other modality of cooperation determined by the Participants.

The operation of this MOU will not be conditional upon the Participants to cooperate in all modalities referred to in this Paragraph.

The Participants will not be bound to cooperate in those activities which there is an internal prohibition derived by a law, institutional guideline or custom.

**PARAGRAPH III**
**COORDINATION AND FOLLOW-UP**

For the proper coordination and follow-up of the cooperation activities developed under this MOU, the Participants designate the following contact points:

**For the Mexican Institute of Industrial Property:**
Deputy Director General of the Support Services
Address: Periférico Sur 3106, Colonia Jardines del Pedregal, Código Postal 01900, Delegación Álvaro Obregón, México, Distrito Federal.
Email Address: ddir@impi.gob.mx

**For the Hong Kong Trade Development Council Mexico City Consultant Office:**
Head of Mexico City Office
Address: World Trade Consultants Group, S.A. de C.V., Olivo 29, Colonia Florida, Código Postal 01030, Delegación Álvaro Obregón, México, Distrito Federal

**PARAGRAPH IV**
**FINANCING**

Each Participant will bear the costs derived from its participation in the cooperation activities developed under this MOU, in accordance with the resources allocated in their respective budgets, availability, budgetary appraisal and the provision of its national legislation.

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1 It is understood that Business of IP Asia Forum (BIP Asia) may be considered as one of the events provided for in this subparagraph 1).
PARAGRAPH V
CONSULTATIONS

The Participants may hold consultations to solve any issue related to the interpretation or implementation of this MOU.

PARAGRAPH VI
FINAL PROVISIONS

This MOU will become effective from the day of its signature and will remain in applicable for a period of three (3) years, automatically renewed for periods of one (1) year.

This MOU may be modified by mutual consent of the Participants, formalized in writing, specifying the date from which it will be applicable.

Either Participant may, at any time, terminate this MOU, through written notice to the other Participant, with three (3) months in advance.

The termination of this MOU will not affect the conclusion of the cooperation activities that may had been formalized while it was applicable, unless otherwise agreed by the Participants.

This MOU does not generate any not legally binding obligation for the Participants.

Signed in Mexico City, on August 27th, 2015, in two originals, in Spanish and English languages, both texts being equally authentic.

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

FOR THE HONG KONG TRADE DEVELOPMENT COUNCIL OF THE HONG KONG SPECIAL ADMINISTRATIVE REGION OF THE PEOPLE’S REPUBLIC OF CHINA

Miguel Ángel Margáin
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