MEMORANDUM OF UNDERSTANDING
ON INDUSTRIAL PROPERTY COOPERATION
BETWEEN
THE MEXICAN INSTITUTE OF INDUSTRIAL PROPERTY
OF THE UNITED MEXICAN STATES
AND
THE KOREAN INTELLECTUAL PROPERTY OFFICE
OF THE REPUBLIC OF KOREA

The Mexican Institute of Industrial Property and the Korean Intellectual Property Office, (hereinafter referred to as the “Sides”);

CONSIDERING the will to enhance the existing friendly relations between the peoples and governments of the United Mexican States and the Republic of Korea;

DESIRING to strengthen their cooperative partnership in order to promote economic and technological exchanges between the Sides;

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 rights; and

CONSCIOUS of the importance of improving the quality and efficiency of patent and trademark procedures and fostering awareness of industrial property;

Have reached the following understanding:

PARAGRAPHS 1
Purpose

The purpose of this Memorandum of Understanding (hereinafter referred to as the “MOU”) is to establish a wide-ranging and flexible mechanism for developing and furthering the cooperative activities between the Sides in the industrial property field and related information technology services.
PARAGRAPHS 2
Forms of Cooperation

The cooperative activities referred to in this MOU may include:

a) seeking to raise public awareness of the importance of industrial property;

b) exchange of experts to provide advice on specialized industrial property fields;

c) organization of seminars, symposia, workshops and courses on industrial property, particularly for the small and medium enterprises (SMEs);

d) exchange of data relating to industrial property;

e) development of automation and modernization projects;

f) technical assistance for patent applications through the exchange of search reports, substantive examinations and patentability opinions; and

g) any other forms of cooperation as may be jointly decided upon by the Sides.

PARAGRAPHS 3
Jurisdiction

The Sides will carry out the cooperative activities referred to in this MOU within their respective jurisdictions and in accordance with their respective institutional directives and applicable legislation.

PARAGRAPHS 4
Work Projects and Implementation

1. The Sides will jointly draw up work projects which will set out the specific aspects of their collaboration under Paragraph 2 of this MOU. Each such developed work project will be incorporated as an Annex to this MOU.

2. Each work project will include goals for the performance of the cooperative activity, including specifications on the scope, management, assignment of resources, exchange of human resources, time schedule and any other information deemed necessary.
3. The Sides will make their best efforts to meet as often as they jointly deem necessary, in order to evaluate the implementation of this MOU.

4. The Sides will write reports regarding the activities and achievements attained under this MOU and will provide such reports to their respective Foreign Affairs Ministries, as well as to any other relevant authorities mutually decided upon.

PARAGRAPH 5
Exchange of Information

1. The Sides will freely exchange information within the framework of this MOU, with the exception of such cases where their legislation restrict the use or disclosure of such information.

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

PARAGRAPH 6
Financing

1. The Sides will finance the cooperative activities under this MOU with the resources assigned in their respective budgets, subject to the availability of the required funds and the applicable legislation.

2. All expenses arising from cooperative activities under this MOU will be borne by the Side incurring them, except when alternative funding mechanisms are available for specific activities, provided that the Sides jointly approve such funding.

3. In the specific case of personnel exchange, the Sides will establish in writing the applicable provisions and procedures prior to the exchange.

PARAGRAPH 7
Employment Relationship

1. In order to develop the cooperative activities set out in this MOU, personnel assigned by either Side 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 Side, which will not under any circumstances be considered to be a substitute employer.
2. The Sides will support each other through their competent authorities to facilitate the entry, stay and departure of the assigned personnel who are officially involved in cooperative activities under this MOU. The assigned personnel will be subject to applicable immigration, customs, tax, health-sanitary and national security applicable provisions in the host country and will not be able to participate in any activity that does not correspond to their assigned functions without the prior written authorization of the competent authorities. The assigned personnel will leave the host country in accordance with its legislation.

PARAGRAPH 8
Dispute Settlement

1. Any dispute which may arise in connection with the interpretation or implementation of this MOU will be settled amicably through consultations between the Sides.

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

PARAGRAPH 9
Final Provisions

1. This MOU will come into effect on the date of signature and will remain in effect for a period of three (3) years, renewable for successive three-year periods, with the mutual consent of the Sides, at least thirty (30) calendar days in advance.

2. Either Side may terminate this MOU at any time by means of at least thirty (30) calendar days' written notice to the other Side. The early termination of this MOU will not affect the completion of any cooperative activity under this MOU that is in progress at the time of such termination.

3. This MOU may be amended by mutual consent of the Sides, formalized by an exchange of letters specifying the date of entry into effect of such amendments, if necessary.
Signed in duplicate at Mexico City on 23 March 2012, in the English language.

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

[Signature]

José Rodrigo Roque Díaz
General Director

FOR THE KOREAN INTELLECTUAL PROPERTY OFFICE OF THE REPUBLIC OF KOREA

[Signature]

Lee Soowon
Commissioner