MEMORANDUM OF COOPERATION CONCERNING INDUSTRIAL PROPERTY BETWEEN THE MEXICAN INSTITUTE OF INDUSTRIAL PROPERTY OF THE UNITED MEXICAN STATES AND THE JAPAN PATENT OFFICE OF JAPAN

The Mexican Institute of Industrial Property (IMPI) of the United Mexican States and the Japan Patent Office (JPO) of Japan hereinafter referred to as "the Participants";

CONSIDERING the will to enhance the existing friendly relations between IMPI and JPO;

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

RECOGNISING the need to expand and strengthen the national industrial property system to jointly promote innovation, creativity and technological advancement to ensure the proper administration, protection and use of industrial property rights; and

INTERESTED in improving the quality and efficiency of patent, utility model, industrial design and trademark procedures and fostering Industrial Property awareness;

Hereby enter into the following Memorandum of Cooperation (hereinafter referred to as "MOC"):  

PARAGRAPH I
OBJECTIVE

The objective of this MOC is to establish a global and flexible mechanism for developing and furthering the cooperation activities between the Participants in the industrial property field.

PARAGRAPH II
MODALITIES OF COOPERATION

The cooperation activities referred to in this MOC will be carried out through the following modalities:

a) promotion of public awareness of the importance of industrial property;

b) exchange of experts for providing advice to human resources of the Participants on any industrial property field;
c) organization of seminars, symposiums, workshops and training courses on industrial property;

d) exchange of information relating to industrial property systems and practices of the Participants, including international treaties, laws, regulations, guidelines/manuals;

e) exchange of information relating to development of automation and modernization projects of the Participants;

f) cooperation for patent examination through personnel exchange and exchange of search reports, substantive examinations and patentability opinions;

g) collaboration in the international frameworks the Participants are involved with, such as Asia Pacific Economic Cooperation (APEC) and

h) any other modality of cooperation decided by the Participants.

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

PARAGRAPHS III

COMPETENCE

The Participants will execute the cooperation activities referred to in this MOC in full compliance with their respective jurisdictions, institutional directives and applicable law.

PARAGRAPHS IV

HANDLING OF INFORMATION

The Participants will freely exchange information within the framework of this MOC, with the exception of such cases where the national law or the Participant providing such information, has set restrictions on its use or disclosure.

Under no circumstances will restricted information be transferred by either Participant to a third party without prior written consent of the Participant who provides such information.

PARAGRAPHS V

FINANCING
The Participants will finance the cooperation activities within the framework of this MOC with the resources assigned in their respective budgets, subject to the availability of the required funds and their national legislation applicable.

The Participants accept that all expenses arising from cooperation activities referred to in this MOC will be funded by the Participant incurring them, except when alternative funding mechanisms are available for specific activities, provided that the Participants deem it appropriate.

In the specific case of personnel exchange, the Participants may establish in writing the terms and conditions that will be applicable to this activity.

PARAGRAPH VI
CONSULTATIONS

The Participants may consult each other, at any moment, about any aspect which may arise in connection with the implementation of this MOC.

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

PARAGRAPH VII
FINAL PROVISIONS

This MOC will commence upon signing by the respective representatives of both Participants.

This MOC remains valid until either Participant notifies the other Participant in writing of its intent to terminate the MOC at least thirty (30) calendar days in advance.

This MOC may be amended by the mutual written consent of the Participants, and such amendments will come into effect on such date as the Participants decide by mutual written consent.

The early termination of this MOC will not prejudice the completion of the cooperation activities which have been decided upon prior to the date of the termination of this MOC.

Signed at (city) Mexico City, (date) Feb 29th, 2012, by the representative of the IMPI and at (city) Tokyo, (date) Feb 24, 2012, by the representative of the JPO, in an original copy, in English language.
FOR THE MEXICAN INSTITUTE OF INDUSTRIAL PROPERTY OF THE UNITED MEXICAN STATES

JOSE RODRIGO ROQUE DIAZ
GENERAL DIRECTOR

FOR THE JAPAN PATENT OFFICE OF JAPAN

YOSHIYUKI IWAI
COMMISSIONER