MEMORANDUM OF UNDERSTANDING

BETWEEN

INDUSTRIAL PROPERTY COOPERATION BETWEEN THE MEXICAN INSTITUTE OF INDUSTRIAL PROPERTY OF THE UNITED MEXICAN STATES

AND

THE ACADEMY OF SCIENTIFIC RESEARCH AND TECHNOLOGY OF THE ARAB REPUBLIC OF EGYPT
MEMORANDUM OF UNDERSTANDING CONCERNING INDUSTRIAL PROPERTY COOPERATION BETWEEN THE MEXICAN INSTITUTE OF INDUSTRIAL PROPERTY OF THE UNITED MEXICAN STATES AND THE ACADEMY OF SCIENTIFIC RESEARCH AND TECHNOLOGY OF THE ARAB REPUBLIC OF EGYPT

The Mexican Institute of Industrial Property of the United Mexican States (IMPI) and the Academy of Scientific Research and Technology of the Arab Republic of Egypt (ASRT), hereinafter referred to as "the Participants";

CONSIDERING the will to enhance the existing friendly relations between the people and governments of the United Mexican States and the Arab Republic of Egypt;

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 and fostering Intellectual Property awareness;

Have reached the following understandings:

PARAGRAPH I
OBJECTIVE

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

PARAGRAPH II
MODALITIES OF COOPERATION

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

a) awareness of the importance of industrial property;

b) exchange of scientists, research workers, experts for providing advice to human resources of the Participants on patents field;
c) organization of seminars, symposiums, workshops, conferences, training programs and courses on topics identified in the field of industrial property, science and technology;

d) exchange of information relating to industrial property, science and technology;

e) development of automation and modernization projects, new documents and information classification systems and procedures management;

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

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

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

PARAGRAPH III
COMPETENCE

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

PARAGRAPH IV
WORK PROJECTS

The Participants will jointly draw up Work Projects which will set out the specific activities to be developed. The Participants have decided that the Work Projects will be included as annexes to this MOU.

Each Work Project will include forecasts concerning the performance of cooperation activities, including specifications on the scope, management, assignment of resources, exchange of human resources, time schedule and any other information deemed necessary.

The Participants will make their best efforts to meet as often as they jointly decide, in order to evaluate matters derived from the implementation of this MOU.

The Participants will compile reports regarding the development and achievements attained under this MOU and communicate them in writing to their respective Foreign Affairs Ministries, as well as to any other bilateral authorities the Participants may mutually consent to in writing.
PARAGRAPHS V
INFORMATION, MATERIAL AND PROTECTED EQUIPMENT

The Participants will freely exchange information within the framework of this MOU, with the exception of such cases where the national law or the Participant proving 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 VI
FINANCING

The Participants will finance the cooperation activities within the framework of this MOU 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 MOU 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 will establish in writing the terms and conditions that will be applicable to this activity.

PARAGRAPHS VII
LABOUR RELATIONSHIP

The personnel assigned by either Participant will remain under the direction and control 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.

The Participants will liaise with their competent authorities in order to facilitate the entry, stay and departure of the Participants who are officially involved in cooperation Work Projects under this MOU. The assigned personnel will be subject to immigration, customs, fiscal, sanitary and national security provisions in force in the receiving country and shall not be able to participate in any other activity that does not pertain to their functions without prior authorization of the competent authorities. The assigned personnel will leave the receiving country in accordance with its laws and regulations.
PARAGRAPH VIII
CONSULTATIONS

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

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

PARAGRAPH IX
FINAL PROVISIONS

This MOU will come into effect upon signature of the Participants and will continue in effect for a period of three (3) years.

The Participants may renew this MOU for such period as the Participants may mutually consent to in writing.

This MOU 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.

Either Participant may terminate this MOU at any time, through written notice to the other Participant at least thirty (30) calendar days in advance.

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

Signed in EL CAIRO, on NOVEMBER 12, 2011, in two original copies, in Spanish, English and Arabic language, these texts having equal validity.

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

JOSE RODRIGO ROQUE DIAZ
GENERAL DIRECTOR

FOR THE ACADEMY OF SCIENTIFIC RESEARCH AND TECHNOLOGY OF THE ARAB REPUBLIC OF EGYPT

PROF.DR.MAGED ALSHERBINI
PRESIDENT OF ACADEMY OF SCIENTIFIC RESEARCH & TECHNOLOG
DIRECCIÓN DIVISIONAL DE ASUNTOS JURÍDICOS
SUBDIRECCIÓN DIVISIONAL DE REPRESENTACIÓN LEGAL

EL QUE SUSCRIBE, SUBDIRECTOR DIVISIONAL DE REPRESENTACIÓN LEGAL DEL INSTITUTO MEXICANO DE LA PROPIEDAD INDUSTRIAL, CON FUNDAMENTO EN LOS ARTÍCULOS 7 BIS 2 DE LA LEY DE LA PROPIEDAD INDUSTRIAL, PUBLICADA EN EL DIARIO OFICIAL DE LA FEDERACIÓN EL 2 DE AGOSTO DE 1994; 1º, 2º, 3º FRACCIÓN V, INCISO i), SUBINCISO i), 4º, 5º, 11 FRACCIÓN II, ULTIMO PARRAFO Y 20 FRACCIÓN XVI DEL REGLAMENTO DEL INSTITUTO MEXICANO DE LA PROPIEDAD INDUSTRIAL, PUBLICADO EL 14 DE DICIEMBRE DE 1999, REFORMADO, ADICIONADO Y ACLArado El 15 y 28 DE JULIO DE 2004 Y 07 DE SEPTIEMBRE DE 2007 POR PUBLICACIÓN EN EL REFERIDO ÓRGANO DE DIFUSIÓN OFICIAL; 1º, 2º, 3º, 4º, 5º FRACCIÓN V, INCISO i) SUBINCISO i), 15 FRACCIÓN II ULTIMO PARRAFO, 24 FRACCIÓN XVI Y 38 DE SU ESTATUTO ORGÁNICO; 1º, 12 INCISO L) Y PENÚLTIMO PÁRRAFO DEL ACUERDO QUE DELEGA FACULTADES EN LOS DIRECTORES GENERALES ADJUNTOS, COORDINADOR, DIRECTORES DIVISIONALES, TITULARES DE LAS OFICINAS REGIONALES, SUBDIRECTORES DIVISIONALES, COORDINADORES DEPARTAMENTALES Y OTROS SUBALTERNOS DEL INSTITUTO MEXICANO DE LA PROPIEDAD INDUSTRIAL, PUBLICADOS EL 27 Y 15 DE DICIEMBRE DE 1999, REFORMADOS, ADICIONADOS Y ACLAraDOS MEDIANTE PUBLICACIÓN DEL 29 DE JULIO Y 04 DE AGOSTO DE 2004 Y 13 DE SEPTIEMBRE DE 2007 EN EL DIARIO OFICIAL DE LA FEDERACIÓN, RESPECTIVAMENTE. CERTIFICO.- QUE LA(S) PRESENTE(S) COPIA(S) FOTOSTÁTICA(S) CONSISTENTE(S) EN 5 (CINCO) FOJA(S) ÚTIL(ES) CONCUERDA(N) CON SU(S) CONSTANCIA(S) QUE OBRA(N) EN LOS ARCHIVOS DE ESTE INSTITUTO. SE EXPIDE(N) LA(S) PRESENTE(S) EN LA CIUDAD DE MÉXICO, DISTRITO FEDERAL, SIENDO LOS TREINTA DÍAS DEL MES DE MARZO DEL AÑO DOS MIL DOCE.__________________________

LIC. CARLOS RAÚL SANDOVAL FERNÁNDEZ.