MEMORANDUM of UNDERSTANDING on CO-OPERATION
between
THE MEXICAN INDUSTRIAL PROPERTY INSTITUTE
and
THE FEDERAL SERVICE FOR INTELLECTUAL PROPERTY
THE RUSSIAN FEDERATION)

The Mexican Industrial Property Institute of the United Mexican States and the Federal Service for Intellectual Property (the Russian Federation), hereinafter referred to as "the Parts", 

CONSIDERING the need to promote innovation, and improve and strengthen national industrial property systems with a view to guaranteeing the proper administration, protection and use of industrial property rights, as well as ensuring compliance with obligations arising from the ratification of international agreements on industrial property and trade,

DESIRING to foster co-operation between the Parts in order to promote economic and technological exchanges between the Russian Federation and the United Mexican States,

Have agreed as follows:

1. The objective of this Memorandum is to establish the general basis for the Parts to undertake activities related to technical cooperation and the promotion of mechanisms in the fields of industrial property and information technology services.

2. The cooperation activities referred to in this Memorandum will be carried out through the following modalities of cooperation:

   - exchange of experts for training and specialization of technical human resources in the areas of the industrial property sector that the Parts agreed on;

   - seminars and workshops in the industrial property field, development adapted to the small and medium enterprises (SMEs) of both countries;
- holding consultations on improvement of informational technology infrastructure and automation of industrial property objects' examination process;

- exchange of experience in usage of international Classification Systems, in the field of industrial property, resolving problems that arise when using them, and suggestions on ways of their improvement; and

- any other modalities of cooperation previously agreed upon by the Parts.

3. English will be the working language for the fulfillment of the cooperation activities, within the industrial property system, as well as for the information exchange between both offices.

4. The operation of this Memorandum does not oblige the Parts to establish projects in all the areas and modalities of cooperation contemplated in point 2.

5. The Parts will not be obliged to collaborate in those activities prohibited by law or by an internal regulation, institutional norm or custom.

6. The Parts will carry out the modalities of cooperation referred to in this Memorandum, with full respect for their competence, institutional directives and applicable law.

7. Specific activities in accordance with the directions of cooperation mentioned in point 2 of this Memorandum and implementation thereof will be provided for in corresponding working plans, programs or protocols.

8. The Part can freely use all the exchanged information within this Memorandum, with the exception of those cases in which the Part that provided such information has established use or awareness restrictions or reservations. Under no circumstances, the restricted information should be transferred by one of the Parts to a third Part, without previous written consent of the other part.

9. Unless otherwise agreed, each Part will bear its own expenses, particularly travel expenses and expenses for officials and experts staying in the office or institution of the other Part.

This Memorandum does not create any financial commitments for the Parts.
10. Parties may consult at any time on the implementation or application of this Memorandum.

11. This Memorandum will be modified by mutual consent of the Parties, notifying through previous written communications.

12. The anticipated termination of this Memorandum will not affect the completion of the cooperation activities that have been formalized during its validity.

13. This Memorandum does not constitute an international agreement in the sense of the Vienna Convention on the Law of Treaties, done on 23 May 1969 and is not intended to create international obligations binding the Russian Federation and the United Mexican States.

Signed in Mexico City on August 24th, 2011, in two originals each in Spanish, Russian and English,

For the Mexican Industrial Property Institute of the United Mexican States

For the Federal Service for Intellectual Property of the Russian Federation

Jose Rodrigo Roque Díaz
General Director

Liubov Kiriy
Deputy Director General
MEMORANDUM OF UNDERSTANDING BETWEEN
THE RUSSIAN FEDERATION AND THE UNITED MEXICAN STATES

Regarding the process of accession of the Russian Federation to the World Trade Organization (hereinafter WTO), the United Mexican States (hereinafter Mexico), and the Russian Federation agree that, as an integral part of negotiations between the Russian Federation and Mexico in such accession process, the Russian Federation:

a) Confirms that the bound duty rates levels on tequila and on mezcal, classified under heading 220890 in the national tariff of the Russian Federation will always be the same as the lowest bound duty rate level on any product in classification 2208. It is also confirmed that the phasing out of the Russian Federation’s concession in these two products will be the same as the shortest phase-outs given by the Russian Federation to any product in classification 2208;

b) Recognizes that, in light of Section 3 of the Agreement on Trade-Related Aspects of Intellectual Property Rights (Geographical Indications), for a product to be denominated as “tequila” or as “mezcal”, such a product shall be originated in the territory of Mexico, or a region or locality in that territory, and must have been made in compliance with Mexican laws and standards; and

c) Shall grant the protection foreseen in the provisions of Section 3 of the Agreement on Trade-Related Aspects of Intellectual Property Rights to “tequila” and to “mezcal”.

Mexico and the Russian Federation also agree that the commitments contained in the present document are subject to the provisions of the Marrakesh Agreement Establishment the WTO and that, if the need arises, Mexico could use this document as legally binding between the parties in the Dispute Settlement Body of the WTO and/or any of its subsidiary bodies.

Done in Geneva, on June 17, 2005

For the Russian Federation

Mr. Yuri AFANASSIEV
Head of the WTO unit

For the United Mexican States

Mr. Fernando DE MATEO
Permanent Representative of Mexico to the WTO