MEMORANDUM OF UNDERSTANDING ON INDUSTRIAL PROPERTY COOPERATION BETWEEN THE MEXICAN INSTITUTE OF INDUSTRIAL PROPERTY OF THE UNITED MEXICAN STATES AND THE AUSTRIAN PATENT OFFICE OF THE REPUBLIC OF AUSTRIA

The Mexican Institute of Industrial Property (IMPI) of the United Mexican States and the Austrian Patent Office (APO) of the Republic of Austria hereinafter, referred to as “the Participants”;

CONSIDERING the will to enhance the existing friendly relations between the population and Governments of the United Mexican States and the Republic of Austria;

DESIRING to reaffirm their cooperative partnership in order to promote economic and technological exchanges between them;

RECOGNIZING the need to expand and strengthen their respective national industrial property (IP) systems, by working together to promote innovation, creativity and technological advancement, and to ensure the proper administration, protection, and use of industrial property rights;

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

Have reached the following understanding:

PARAGRAPH I
OBJECTIVE

The objective of this Memorandum of Understanding (MOU) is to establish a wide-ranging and flexible framework for developing and furthering the cooperative activities between the Participants in the area of IP.

PARAGRAPH II
SCOPE OF COOPERATION

Cooperative activities might be carried out in areas mutually accepted by the Participants and might cover in particular the following fields:

a. exchanging information on best practices, experiences and knowledge on various IP operations of interest to the Participants;

b. exchanging experts in order to share best practices, experiences, and knowledge on human resources in any specialized IP areas that the Participants may identify within their respective mandates;
c. exchanging information on best practices, experiences and knowledge on how to raise awareness of the importance of IP to the public, businesses and educational institutions of the Participants' countries;

d. collaboration on IP training for the businesses, including small and medium-sized enterprises (SMEs), and universities through participation in programs and events organized individually or jointly by the Participants; and

e. interchange of information and technical collaboration in order to enhance the examination of patent applications between APO and IMPI, especially through launching a Patent Prosecution Highway (PPH).

PARAGRAPHER III
PRINCIPLES

The implementation of the cooperation activities under this MOU is subject to equality, reciprocity, and mutual benefit principles, considering the economic possibilities of each of the Participants.

PARAGRAPHER IV
WORKING PROJECTS

1. The Participants may jointly draw up working projects where they establish the specific aspects of a given cooperative activity mutually accepted by the Participants to be carried out pursuant to Paragraph II of this MOU.

2. The Participants intend to jointly define in advance goals for each working project, concerning the performance of cooperation activities, and specifications on the scope, management, assignment of resources, exchange of human resources, time schedule, and any other information deemed necessary.

PARAGRAPHER V
FOLLOW-UP MECHANISM

1. The Participants might hold meetings upon justified request in order to evaluate matters related to the application of this MOU.

2. The Participants intend to prepare reports, as necessary, regarding the progress and achievements derived from this MOU.
PARAGRAPH VI
INFORMATION, MATERIAL AND PROTECTED EQUIPMENT

1. Communications, technical and scientific information exchanged by the Participants pursuant to this MOU and any projects carried out pursuant to this MOU are protected and governed by the relevant national laws of each Participant. To this extent, the shared communication and information is confidential.

2. The Participants may not transmit restricted information exchanged in relation to cooperative activities carried out pursuant to this MOU to a third party under any circumstances, unless prior written consent is obtained from the other Participant.

PARAGRAPH VII
FINANCING

1. The Participants intend to finance cooperative activities with the resources assigned in their respective budgets, subject to the availability of resources, budgetary approval, and any applicable provisions of each Participant's national laws.

2. The Participants understand that expenses arising from cooperation activities should be funded by the Participant incurring them, except when alternative funding mechanisms are available for specific activities, as deemed appropriate by the Participants.

PARAGRAPH VIII
CONSULTATIONS

The Participants may hold consultations, at any time, in order to address any issue concerning the application or the interpretation of this MOU.

PARAGRAPH IX
LEGAL EFFECTS

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

PARAGRAPH X
FINAL DISPOSITIONS

1. This MOU is effective from the date of its signature. It will remain effective for a period of two (2) years and will automatically be extended for an additional period of two (2) years, unless it is terminated by one of the Participants six months prior to its expiry in writing. The termination will
not affect the completion of the joint projects already have been started under the applicable MOU.

2. This MOU may be amended by mutual consent in written form and setting the date on which the amendment shall enter into force. The amendment will form an integral part of the MOU.

Signed in Mexico City, on October 25th, 2016, in two originals, in the Spanish, German and English languages, all texts being equally valid. In case of any divergence in interpretation, the English text will prevail.

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

Miguel Ángel Margáin
Director General

FOR THE AUSTRIAN PATENT OFFICE OF THE REPUBLIC OF AUSTRIA

Mariana Kairepova
President