MEMORANDUM OF UNDERSTANDING ON INDUSTRIAL PROPERTY BETWEEN THE MEXICAN INSTITUTE OF INDUSTRIAL PROPERTY OF THE UNITED MEXICAN STATES AND THE AFRICAN REGIONAL INTELLECTUAL PROPERTY ORGANIZATION

The Mexican Institute of Industrial Property (IMPI) of the United Mexican States and the African Regional Intellectual Property Organization (ARIPO), 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 ARIPO’s member States;

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 trademark procedures and fostering Intellectual Property awareness;

Have agreed the following understanding:

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 shall be carried out through the following modalities:

a) 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 courses on industrial property addressed to the small and medium enterprises, mainly;

d) exchange of information relating to industrial property;

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 agreed by the Participants.

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

PARAGRAPH III
COMPETENCE

The Participants shall execute the cooperation activities referred to in this MOU with full compliance of their respective jurisdictions, institutional directives and applicable law.
PARAGRAPH IV
WORK PROJECTS

The Participants shall jointly draw up work projects which will set out the specific activities to be developed. Participants agree that the projects shall be included as annexes to this MOU.

Each working project shall 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 shall make their best efforts to meet as often as they agree, in order to evaluate matters derived from the implementation of this MOU.

The Participants shall elaborate reports regarding the development and achievements attained under this MOU and shall inform them in writing to their respective Foreign Affairs Ministries, as well as to any other bilateral authorities mutually agreed.

PARAGRAPH V
INFORMATION, MATERIAL AND PROTECTED EQUIPMENT

The Participants shall 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, restricted information will be transferred by either Participant to a third party without prior written consent of the Participant who provides.
PARAGRAPH VI
FINANCING

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

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

PARAGRAPH VII
LABOR RELATIONSHIP

In order to develop the cooperation activities set out in this MOU, personnel assigned by either Participant shall remain under the direction and reliance 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 lean on their competent authorities in order to facilitate the entry, stay and departure of the participants who are officially involved in cooperation projects under this MOU. The participants shall 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 participants shall leave the receiving country in accordance with its laws and regulations.
PARAGRAPH VIII
DISPUTE SETTLEMENT

Any dispute which may arise in connection with the interpretation or enforcement of this MOU shall be settled by mutual agreement between the Participants.

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

PARAGRAPH IX
FINAL PROVISIONS

This MOU shall enter into force on the day of its signature and shall remain in force for a period of three (3) years, renewable for equal periods, by previous written notification to the other Participant within thirty (30) calendar days in advance.

This MOU may be amended by mutual agreement by the Participants, formalized through written communications in which the effective date of its entry into force shall be specified.

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 shall not affect the completion of the cooperation activities that have been formalized during its validity.

This MOU rescind the provisions of the Cooperation Agreement between the African Regional Intellectual Property Organization (ARIPO) and the Mexican Institute of Industrial Property (IMPI), signed on Geneva, Switzerland, in Spanish language on September 27, 2005, and in English language on September 30 of the same month and year, renewed by exchange of letters on October 1, 2010.
Signed in Accra, The Republic of Ghana, on December 15, 2011, in two original copies, in Spanish and English language, both texts being equally authentic.

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

[Signature]

JOSE RODRIGO ROQUE DIAZ
GENERAL DIRECTOR

FOR THE AFRICAN REGIONAL INTELLECTUAL PROPERTY ORGANIZATION

[Signature]

GIFT H. SIBANDA
GENERAL DIRECTOR
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; 1°, 2°, 3° FRACCIÓN V, INCISO i), SUBINCISO i), 4°, 5°, 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; 1°, 2°, 3°, 4°, 5° FRACCIÓN V, INCISO i) SUBINCISO i), 15 FRACCIÓN II ÚLTIMO PARRAFO, 24 FRACCIÓN XVI Y 38 DE SU ESTATUTO ORGÁNICO; 1°, 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 6 (SEIS) 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 SEIS DÍAS DEL MES DE ENERO DEL AÑO DOS MIL DOCE.