

**MEMORANDUM OF UNDERSTANDING BETWEEN THE MEXICAN INSTITUTE
OF INDUSTRIAL PROPERTY AND THE EURASIAN
PATENT ORGANIZATION (EAPO)**

The Mexican Institute of Industrial Property and the Eurasian Patent Organization hereinafter referred as the "Parties".

CONSIDERING the value and importance of intellectual property rights in the economical, technological and cultural development of the states,

CONSCIOUS of the need to expand, improve and strengthen the national industrial property systems to with a view to providing an effective response to the challenges created by globalization, the increase on international trade and the current trend of economic development,

TAKING into account the importance of fostering effective protection and the advantage of intellectual property,

INTERESTED in modernizing and improving the administrative systems related with the services provided by the Parties,

AWARE of the importance of strengthening the capacity of states in formulating public policies intended to incorporate intellectual property as an element which promotes economic development,

WISHING to establish and create technical cooperation links between the Parties,
Have agreed the following:

**ARTICLE 1
OBJECTIVE**

The aim of the present Memorandum of Understanding shall be to establish a framework allowing cooperation activities between the Parties.

**ARTICLE 2
COOPERATION AREAS**

For the achievement of the objective of this Memorandum of Understanding, the Parties will carry out the cooperation activities in the fields as follows:

- a) development of specific cooperation programs and projects,
- b) information exchange on matters of common interest,

c) exchange on experiences and training material, as well as technology on industrial property, and

d) any other area agreed between the Parties.

ARTICLE 3 COOPERATION MODALITIES

Cooperation between the Parties could be carried out through the following modalities:

1. Invitations to established meetings. The Parties shall send invitations to each other to participate in the meetings organized by them on matters of common interest. Those meetings may be jointly sponsored by the Parties when each of them considers it appropriate.

2. Cooperation in the organization of meetings. The Parties may jointly collaborate in the organization of seminars, simposia or meetings, at the national, subregional or regional level, having to do with intellectual property matters or related subjects involving in particular aspects of analysis of economic policies of the states in the region. The specific cooperation and participation of the Parties shall be indicated in specific agreements celebrated between them and shall include previously approved matters by the Party responsible for holding the meeting.

3. Development of research work. The Parties may participate in the joint development of research or of methods carried out at the national, subregional or regional level, on intellectual property matters, technological innovation and economic development. The scope of such cooperation and participation of the Parties in the conduct of such research shall be the subject of specific agreements in each case.

4. Organization of professional training programs. The Parties may organize joint professional training programs. The scope of cooperation and participation of the Parties in the carrying out of such training programs shall be the subject of specific agreements in each case.

5. Other areas of cooperation. The Parties may carry out technical cooperation activities in other areas of common interest for the development of the national intellectual property systems, in accordance with the Work Plans drawn up by the Parties within the framework of this Memorandum of Understanding.

ARTICLE 4 WORK PROGRAM

For the development of the activities indicated in the previous Article, the Parties will elaborate for each action to be developed, a specific work program that shall indicate with precision its purpose, financial and technical resources that shall contribute in accordance to their budget availability, work chronogram and duties of the Parties, which once formalized as specific agreements shall integrate the present instrument. Any Work Program shall be formalized through the exchange of letters between the representatives of the Parties.

ARTICLE 5 LANGUAGE

English shall be the working language in order to perform the planned activities in the present Memorandum of Understanding.

ARTICLE 6 FOLLOW-UP MECHANISM

Each Party shall designate a coordinator, which will be in charge of the follow-up of the cooperation activities derived from the present Memorandum, as well as for the evaluation of the performance of the Work Plans.

ARTICLE 7 FUNDING

The Parties shall finance the activities derived from the present Memorandum of Understanding in the agreed terms and conditions. The implementation of each activity shall be subject to the availability of funds required to finance it in the budgets of the offices concerned.

Additional Memorandum of Understandings and administrative procedures

Within the framework of this Memorandum of Understanding, additional instruments may be established for its enforcement or administrative procedures between the Parties, in order to guarantee effective collaboration and coordination between the Parties, where this is advisable for the development of subjects of common interest or joint programs.

(May be organized as a separate Article 8)

ARTICLE 8 EXCHANGE OF INFORMATION

The Parties shall take the appropriate measures for the mutual provision, free of charge, of documents, copies of their journals and other publications which may be of interest for both Parties. The number of copies to be supplied and the use of such copies shall be decided, in each case, jointly by the Parties.

The resulting information from the development of the programs and projects, as well as any type of information derivative of the cooperation activities in accordance with the present Memorandum of Understanding, shall not be revealed to a third party, without previous written consent of the other Party.

ARTICLE 9 DISPUTES SETTLEMENT

Any difference which may arise from the interpretation or application of this Memorandum of Understanding shall be resolved jointly between the Parties.

ARTICLE 10 FINAL PROVISIONS

This Memorandum of Understanding shall enter into force on the day following the date of its signature and shall have duration of *three* (3) years, renewable for further periods of the same duration subject to review by the Parties, or otherwise if any Party expresses its decision for finishing it, *with 60 days in advance*, through a written notice to the other Party.

The present Memorandum of Understanding may be amended by mutual agreement by the Parties, formalized by an exchange of letters specifying the date of entry into force.

Either Party may terminate this Memorandum of Understanding at any time by written means of *at least 30 days* in advance, through written notice to the other Party.

The early termination of this Memorandum of Understanding shall not affect the completion of any cooperation measures which were agreed during its validity.

Signed in _____, 2006, in two original copies with equal legal effect, one in Spanish, and other in Russian, both texts being equally authentic.

By the Eurasian Patent Organization

By the Mexican Institute of
Industrial Property

Alexander Grigoriev
President

Mr. Jorge H. Amigo
Director General