



**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEPARTMENT FOR PROMOTION OF INDUSTRY AND INTERNAL TRADE,
MINISTRY OF COMMERCE AND INDUSTRY OF THE REPUBLIC OF INDIA
AND
THE MEXICAN INSTITUTE OF INDUSTRIAL PROPERTY
OF THE UNITED MEXICAN STATES ON COOPERATION
IN THE FIELD OF INTELLECTUAL PROPERTY RIGHTS**

The Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry of the Republic of India and the Mexican Institute of Industrial Property (IMPI) of the United Mexican States, hereinafter collectively referred to as the "Participants" and individually as the "Participant";

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

DESIRING to reconfirm their cooperative partnership to promote economic and technological exchange;

RECOGNIZING the need to expand and strengthen the national Intellectual Property (IP) system by promoting together innovation, creativity, technological advancements, as well as to ensure the proper administration, protection, enforcement and use of IP rights;

CONSCIOUS of the importance of improving the quality and efficiency of the procedures on patents, trademarks, industrial designs, and geographical indications/appellations of origin, and fostering IP knowledge;

Have reached the following understanding:

**PARAGRAPH I
Objective**

This Memorandum of Understanding (hereinafter referred to as "MoU") aims to promote between the Participants the establishment of a mechanism that allows them to develop cooperation activities in the field of IP and information technology services related to this field.



PARAGRAPH II

Modalities of Cooperation

The Participants may develop cooperation activities referred to in this MoU, through the following modalities:

- a. Exchange of best practices, experiences and knowledge on IP awareness among the public, businesses and educational institutions of both countries;
- b. Development of training programs, exchange of experts, technical exchanges and outreach activities;
- c. Exchange and dissemination of best practices, experiences and knowledge in the field of IP with the industry, universities, research and development (R&D) organizations and especially Small and Medium Enterprises (SMEs), through the participation in programs and events, organized singly or jointly by the Participants;
- d. Exchange of information and best practices on patents, trademarks, industrial designs and geographical indications/appellations of origin, protection, enforcement and use of IP rights;
- e. Development of cooperation activities in matter of automation and implementation of modernization projects, new documentation and information classification systems and procedures for management of IP;
- f. Development of cooperation activities to understand how traditional knowledge is protected, and the exchange of best practices in this regard;
- g. Where practical, the Parties shall endeavor to meet virtually in order to take forward the cooperation under this MoU; and
- h. Any other modality of cooperation that the Participants decide in writing, falling within the scope of this MoU.

PARAGRAPH III

Competence

The Participants understand that cooperation activities under this MoU must be carried out in accordance with their respective applicable legal frameworks.

PARAGRAPH IV

Work Plans

4.1 The Participants may elaborate work plan in order to develop the activities referred to in this MoU detailing, in each case, the following aspects: activity to be



developed; objectives; work calendar; allocation of human, material and financial resources; labour relation; and any other information deemed necessary.

4.2 The work plans, once formalized, will form an integral part of this MoU.

PARAGRAPH V Follow-up Mechanism

For the adequate coordination and follow-up of the cooperation activities developed under this MoU, the Participants may establish a Coordination Committee, composed of the same number of representatives of each Participant. The Coordination Committee may meet as often as the Participants decide, in order to evaluate matters derived from the implementation of this MoU.

PARAGRAPH VI Information, Material and Protected Equipment

6.1 Within the framework of this MoU, Participants may freely exchange information, except in cases where national legislation or the Participant that provided it establish restrictions on its use or disclosure.

6.2 In the case that the information shared by a Participant is classified as confidential, the other Participant must be informed in writing about the nature of said information.

6.3 Participants accept that information classified as confidential may not be transferred to third parties, without the prior written consent of the Participant who provided it.

6.4 The Participants understand that any publication, document and / or article derived from the joint work carried out by the Participants in accordance with this MoU, must correspond to both Participants. Likewise, they accept that the use of the name, logo and / or official emblem of the Participants in any publication, document and / or article requires the prior permission of both Participants.

PARAGRAPH VII Financing

7.1 The Participants understand that the cooperation activities derived from this MoU would be financed with the resources assigned in their respective budgets, subject to their availability, budgetary appraisal and the provisions of their national legislation.

7.2 The Participants accept that all expenses arising from the cooperation activities are assumed by the Participant who incurred in them, except when alternative funding mechanisms are available for specific activities, as deemed appropriate by the Participants.



PARAGRAPH VIII Labour Relation

In order to develop the cooperation activities, set out in this MoU, the Participants understand that the personnel commissioned by any of them would continue under the direction and authority of the institution to which they belong, and therefore labour relations should not be created with the other Participant, who, under no circumstances could be considered as a substitute employer.

PARAGRAPH IX Consultations

9.1 The Participants may hold consultations at any time, in order to address any matter related to this MoU.

9.2 This MoU is intended to create a framework for cooperation between the Participants and is not intended to nor does it create any legally binding obligations or corresponding rights for the Participants, under the domestic law of each Participant or international law.

PARAGRAPH X Final Provisions

10.1 This MoU will be effective from the date of the last of its signatures and will continue to be applicable for a period of four (4) years, extendable for additional periods of equal duration, subject to review and mutual written consent by the Participants.

10.2 This MoU may be amended by mutual agreement by the Participants, formalized by an exchange of written communications, specifying the date from which such amendments shall become applicable.

10.3 Either Participant may terminate this MoU, at any time, through written notice to the other Participant at least ninety (90) calendar days in advance.

10.4 The termination of this MoU will not affect the completion of the cooperation activities, which have been formalized during the validity of this MoU, unless the Participants mutually decide otherwise.

IN WITNESS WHEREOF the Undersigned being duly authorized thereto have signed this Memorandum of Understanding.



DEPARTMENT FOR PROMOTION OF
INDUSTRY AND INTERNAL TRADE
MINISTRY OF COMMERCE AND INDUSTRY
GOVERNMENT OF INDIA



Economía
SECRETARÍA DE ECONOMÍA



IMPI
INSTITUTO MEXICANO
DE LA PROPIEDAD INDUSTRIAL

Signed in New Delhi and Mexico City in two originals in Spanish, Hindi and English languages, all texts being equally valid. In case of divergence in the interpretation, the English text may be used.

FOR THE DEPARTMENT FOR
PROMOTION OF INDUSTRY AND
INTERNAL TRADE, MINISTRY OF
COMMERCE & INDUSTRY OF THE
REPUBLIC OF INDIA

Himani Pande
Additional Secretary

Signed in New Delhi, India, on
19, 03, 2025.

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

Santiago Nieto Castillo
Director General

Signed in Mexico City, on
19, 03, 2025