

International Patent Cooperation Union (PCT Union)

Assembly

Fifty-Eighth (33rd Extraordinary) Session
Geneva, July 7 to 15, 2026

**APPOINTMENT OF THE MEXICAN INSTITUTE OF INDUSTRIAL PROPERTY AS AN
INTERNATIONAL SEARCHING AND PRELIMINARY EXAMINING AUTHORITY
UNDER THE PCT**

Document prepared by the International Bureau

SUMMARY

1. This document invites the Assembly to decide on the appointment of the Mexican Institute of Industrial Property (IMPI) as an International Searching and Preliminary Examining Authority (ISA/IPEA) under the Patent Cooperation Treaty (PCT), taking into account the advice of the PCT Committee for Technical Cooperation, which unanimously agreed to recommend to the Assembly that IMPI be appointed ISA/IPEA. The Assembly is also invited to approve the text of two draft Agreements in relation to the functioning of IMPI as an International Searching and Preliminary Examining Authority, one to cover the period up to and including December 31, 2027, and the other to cover the period from January 1, 2028, until December 31, 2037.

BACKGROUND

2. The appointment of ISA/IPEAs under the PCT is a matter for the Assembly and is governed by Articles 16(3) and 32(3) of the PCT. It follows from Rules 36.1(v) and 63.1(v) of the Regulations under the PCT that any appointment will be as both an International Searching Authority (ISA) and an International Preliminary Examining Authority (IPEA).
3. On December 2, 2025, in conformity with paragraph (e) of the procedures set out in the Understanding with regard to the procedures for appointment of International Authorities adopted by the PCT Assembly at its forty-sixth session in 2014, as modified by the Assembly at

its fiftieth session in 2018, IMPI submitted its application for appointment as an ISA/IPEA. The application for appointment is presented in the Annexes to document [PCT/CTC/33/27](#).

ADVICE OF THE PCT COMMITTEE FOR TECHNICAL COOPERATION

4. In conformity with Articles 16(3)(e) and 32(3) of the PCT, the PCT Committee for Technical Cooperation gave its advice on the appointment of IMPI as an ISA/IPEA at its thirty-third session, held in Geneva on February 2 and 3, 2026. Paragraph 7 of document [PCT/CTC/33/29](#) summarizes the advice by the Committee as follows:

“7. The Committee unanimously recommended to the Assembly of the PCT Union that the Mexican Institute of Industrial Property be appointed as an International Searching and Preliminary Examining Authority under the PCT.”

DRAFT AGREEMENT IN RELATION TO THE FUNCTIONING OF THE MEXICAN INSTITUTE OF INDUSTRIAL PROPERTY AS AN INTERNATIONAL SEARCHING AND PRELIMINARY EXAMINING AUTHORITY

5. Under Articles 16(3)(b) and 32(3) of the PCT, the appointment of an ISA/IPEA is conditional on the conclusion of an Agreement, subject to approval by the Assembly, between the Office or organization concerned and the International Bureau.

6. If the Assembly agrees to the appointment, it would take effect upon entry into force of the Agreement between IMPI and the International Bureau. This would take place when IMPI is ready to begin operations as an International Authority. Paragraph (d) of the Understanding with regard to the procedures for appointment of International Authorities, as modified by the Assembly at its fiftieth (29th extraordinary) session from September 24 to October 2, 2018, provides details of this timing, as follows:

“(d) Any such application should be made on the understanding that the Office seeking appointment must meet all substantive criteria for appointment at the time of the appointment by the Assembly and is prepared to start operation as an International Authority as soon as reasonably possible following appointment, at the latest around 18 months following the appointment. With regard to the requirement that the Office seeking appointment must have in place a quality management system and internal review arrangements in accordance with the common rules of international search, where such system is not yet in place at the time of the appointment by the Assembly, it shall be sufficient that such system is fully planned and, preferably, that similar systems are already operational in respect of national search and examination work to demonstrate the appropriate experience.”

7. In view of the timing to start operations in the above Understanding and the proposal to change the format of the draft Agreements between the International Bureau and each ISA/IPEA under Articles 16(3)(b) and 32(3) from January 1, 2028 (see the proposal to amend the PCT Regulations in Annex IV to document [PCT/A/58/1](#) and the proposed draft Agreements in document [PCT/A/58/2](#)), the Assembly is invited to approve two draft Agreements between IMPI and the International Bureau. Annex I to this document sets out a draft Agreement for use until the end of December 2027; Annex II to this document sets out a draft Agreement for use from January 1, 2028. Under Article 10 of the draft Agreement in Annex II, it would remain in force until December 31, 2037, which is the same end date as the draft Agreements in document PCT/A/58/2 that are proposed to be used if the Assembly extends the appointment of existing ISA/IPEAs. If IMPI starts operations as an International Authority on or after January 1, 2028, only the Agreement in Annex II will apply.

8. *The Assembly of the PCT Union is invited, in accordance with Articles 16(3) and 32(3) of the PCT:*

(i) to hear the Representative of the Mexican Institute of Industrial Property and take into account the advice of the PCT Committee for Technical Cooperation set out in paragraph 7 of document PCT/CTC/33/29;

(ii) to approve the text of draft Agreements between the Mexican Institute of Industrial Property and the International Property and the International Bureau set out in Annexes I and II to document PCT/A/58/3; and

(iii) to appoint the Mexican Institute of Industrial Property as an International Searching Authority and International Preliminary Examining Authority with effect from the date of the entry into force of the Agreement in Annex I if this date is on or before December 31, 2027, or with effect from the date of entry into force of the Agreement in Annex II if this date is on or after January 1, 2028, until December 31, 2037.

[Annexes follow]

Draft Agreement

between the Mexican Institute of Industrial Property
and the International Bureau of the World Intellectual Property Organization

in relation to the functioning of the Mexican Institute of Industrial Property
as an International Searching Authority
and International Preliminary Examining Authority
under the Patent Cooperation Treaty

Preamble

The Mexican Institute of Industrial Property and the International Bureau of the World Intellectual Property Organization,

Considering that the PCT Assembly, having heard the advice of the PCT Committee for Technical Cooperation, has appointed the Mexican Institute of Industrial Property as an International Searching and Preliminary Examining Authority under the Patent Cooperation Treaty and approved this Agreement in accordance with Articles 16(3) and 32(3),

Hereby agree as follows:

Article 1 Terms and Expressions

- (1) For the purposes of this Agreement:
 - (a) "Treaty" means the Patent Cooperation Treaty;
 - (b) "Regulations" means the Regulations under the Treaty;
 - (c) "Administrative Instructions" means the Administrative Instructions under the Treaty;
 - (d) "Article" (except where a specific reference is made to an Article of this Agreement) means an Article of the Treaty;
 - (e) "Rule" means a Rule of the Regulations;
 - (f) "Contracting State" means a State party to the Treaty;
 - (g) "the Authority" means the Mexican Institute of Industrial Property;
 - (h) "the International Bureau" means the International Bureau of the World Intellectual Property Organization.

(2) All other terms and expressions used in this Agreement which are also used in the Treaty, the Regulations or the Administrative Instructions have, for the purposes of this Agreement, the same meaning as in the Treaty, the Regulations and the Administrative Instructions.

Article 2 **Basic Obligations**

(1) The Authority shall carry out international search and international preliminary examination in accordance with, and perform such other functions of an International Searching Authority and International Preliminary Examining Authority as are provided under, the Treaty, the Regulations, the Administrative Instructions and this Agreement.

(2) In carrying out international search and international preliminary examination, the Authority shall apply and observe all the common rules of international search and of international preliminary examination and, in particular, shall be guided by the PCT International Search and Preliminary Examination Guidelines.

(3) The Authority shall maintain a quality management system in compliance with the requirements set out in the PCT International Search and Preliminary Examination Guidelines.

(4) The Authority and the International Bureau shall, having regard to their respective functions under the Treaty, the Regulations, the Administrative Instructions and this Agreement, render, to the extent considered to be appropriate by both the Authority and the International Bureau, mutual assistance in the performance of their functions thereunder.

Article 3 **Competence of Authority**

(1) The Authority shall act as International Searching Authority for any international application filed with the receiving Office of, or acting for, any Contracting State specified in Annex A to this Agreement, provided that the receiving Office specifies the Authority for that purpose, that such application, or a translation thereof furnished for the purposes of international search, is in the language or one of the languages specified in Annex A to this Agreement and, where applicable, that the Authority has been chosen by the applicant and that any other requirements regarding such application as specified in Annex A to this Agreement have been met.

(2) The Authority shall act as International Preliminary Examining Authority for any international application filed with the receiving Office of, or acting for, any Contracting State specified in Annex A to this Agreement, provided that the receiving Office specifies the Authority for that purpose, that such application, or a translation thereof furnished for the purposes of international preliminary examination, is in the language or one of the languages specified in Annex A to this Agreement and, where applicable, that the Authority has been chosen by the applicant and that any other requirements regarding such application as specified in Annex A to this Agreement have been met.

(3) Where an international application is filed with the International Bureau as receiving Office under Rule 19.1(a)(iii), paragraphs (1) and (2) apply as if that application had been filed with a receiving Office which would have been competent under Rule 19.1(a)(i) or (ii), (b) or (c) or Rule 19.2(i).

(4) The Authority shall conduct supplementary international searches in accordance with Rule 45*bis* to the extent decided by it, as set out in Annex B to this Agreement.

Article 4

Subject Matter Not Required to Be Searched or Examined

The Authority shall not be obliged to search, by virtue of Article 17(2)(a)(i), or examine, by virtue of Article 34(4)(a)(i), any international application to the extent that it considers that such application relates to subject matter set forth in Rule 39.1 or 67.1, as the case may be, with the exception of the subject matter specified in Annex C to this Agreement.

Article 5

Fees and Charges

(1) A schedule of all fees of the Authority, and all other charges which the Authority is entitled to make, in relation to its functions as an International Searching Authority and International Preliminary Examining Authority, is set out in Annex D to this Agreement.

(2) The Authority shall, under the conditions and to the extent set out in Annex D to this Agreement:

- (i) refund the whole or part of the search fee paid, or waive or reduce the search fee, where the international search report can be wholly or partly based on the results of an earlier search (Rules 16.3 and 41.1);
- (ii) refund the search fee where the international application is withdrawn or considered withdrawn before the start of the international search.

(3) The Authority shall, under the conditions and to the extent set out in Annex D to this Agreement, refund the whole or part of the preliminary examination fee paid where the demand is considered as if it had not been submitted (Rule 58.3) or where the demand or the international application is withdrawn by the applicant before the start of the international preliminary examination.

Article 6

Classification

For the purposes of Rules 43.3(a) and 70.5(b), the Authority shall indicate the classification of the subject matter according to the International Patent Classification. The Authority may, in addition, in accordance with Rules 43.3 and 70.5, indicate the classification of the subject matter according to any other patent classification specified in Annex E to this Agreement to the extent decided by it as set out in that Annex.

Article 7

Languages of Correspondence Used by the Authority

For the purposes of correspondence, including forms, other than with the International Bureau, the Authority shall use the language or one of the languages indicated, having regard to the language or languages indicated in Annex A and to the language or languages whose use is authorized by the Authority under Rule 92.2(b), in Annex F.

Article 8

International-Type Search

The Authority shall carry out international-type searches to the extent decided by it as set out in Annex G to this Agreement.

Article 9 Entry into Force

This Agreement shall enter into force on a date to be notified to the Director General of the World Intellectual Property Organization by the Authority, that date being at least one month later than the date on which the notification is made.

Article 10 Duration and Renewability

This Agreement shall remain in force until December 31, 2027.

Article 11 Amendment

(1) Without prejudice to paragraphs (2) and (3), amendments may, subject to approval by the Assembly of the International Patent Cooperation Union, be made to this Agreement by agreement between the parties hereto; they shall take effect on the date agreed upon by them.

(2) Without prejudice to paragraph (3), amendments may be made to the Annexes to this Agreement by agreement between the Director General of the World Intellectual Property Organization and the Authority; and, notwithstanding paragraph (4), they shall take effect on the date agreed upon by them.

(3) The Authority may, by a notification to the Director General of the World Intellectual Property Organization:

- (i) add to the indications of States and languages contained in Annex A to this Agreement;
- (ii) amend the indications on supplementary international searches contained in Annex B to this Agreement;
- (iii) amend the schedule of fees and charges contained in Annex D to this Agreement;
- (iv) amend the indications on patent classification systems contained in Annex E to this Agreement;
- (v) amend the indications on languages of correspondence contained in Annex F to this Agreement;
- (vi) amend the indications on international-type searches contained in Annex G to this Agreement.

(4) Any amendment notified under paragraph (3) shall take effect on the date specified in the notification, provided that:

- (i) for an amendment to Annex B to the effect that the Authority shall no longer conduct supplementary international searches, that date is at least six months later than the date on which the notification is received by the International Bureau, and

- (ii) for any change in the currency or amount of fees or charges contained in Annex D, for any addition of new fees or charges, and for any change in the conditions for and the extent of refunds or reductions of fees contained in Annex D, that date is at least two months later than the date on which the notification is received by the International Bureau.

Article 12
Termination

- (1) This Agreement shall terminate before December 31, 2027:
 - (i) if the Mexican Institute of Industrial Property gives the Director General of the World Intellectual Property Organization written notice to terminate this Agreement; or
 - (ii) if the Director General of the World Intellectual Property Organization gives the Mexican Institute of Industrial Property written notice to terminate this Agreement.

(2) The termination of this Agreement under paragraph (1) shall take effect one year after receipt of the notice by the other party, unless a longer period is specified in such notice or unless both parties agree on a shorter period.

In witness whereof the parties hereto have executed this Agreement.

Done at *[city]*, this *[date]*, in two originals in the English and Spanish languages each text being equally authentic.

For the Mexican Institute of Industrial
Property by:

For the International Bureau of the World
Intellectual Property Organization by:

Annex A States and Languages

Under Article 3 of the Agreement, the Authority specifies:

- (i) the following States for which it will act:

so far as Article 3(1) is concerned: any Contracting State of the Latin American and Caribbean region;

so far as Article 3(2) is concerned: where the Authority has prepared the international search report, any Contracting State of the Latin American and Caribbean region.

Where a receiving Office specifies the International Authority under Articles 3(1) and (2), the International Authority shall become competent for international applications filed at that receiving Office from a date to be agreed by the receiving Office and International Authority and to be notified to the International Bureau, that date being at least two months later than the date on which the notification is received by the International Bureau.

- (ii) the following language which it will accept:

Spanish.

Annex B Supplementary International Search: Documentation Covered; Limitations and Conditions

The Authority does not conduct supplementary international searches.

Annex C Subject Matter Not Excluded from Search or Examination

The subject matter set forth in Rule 39.1 or 67.1 which, under Article 4 of the Agreement, is not excluded from search or examination is the following:

any subject matter which is searched or examined under the patent grant procedure in accordance with the provisions of Mexican patent law.

Annex D Fees and Charges

Part I. Schedule of Fees and Charges

<i>Kind of fee or charge</i>	<i>Amount (Mexican pesos)</i>
Search fee (Rule 16.1(a))	...
Additional fee (Rule 40.2(a))	...
Preliminary examination fee (Rule 58.1(b))	...
Late payment fee for preliminary examination	amount as set out in Rule 58bis.2
Additional fee (Rule 68.3(a))	...
Protest fee (Rules 40.2(e) and 68.3(e))	...
Late furnishing fee for sequence listings (Rules 13ter.1(c) and 13ter.2)	...
Cost of copies (Rules 44.3(b), 71.2(b) and 94.2)	...

Part II. Conditions for and Extent of Refunds or Reductions of Fees

(1) Any amount paid by mistake, without cause, or in excess of the amount due, for fees indicated in Part I shall be refunded.

(2) Where the international application is withdrawn or considered withdrawn, under Article 14(1), (3) or (4), before the start of the international search, the amount of the search fee paid shall be fully refunded.

(3) Where the Authority benefits from the results of an earlier search already made by the Authority on an application whose priority is claimed for the international application, 25% of the amount of the search fee paid shall be refunded on request of the applicant, depending on the extent to which an Authority benefits from that earlier search.

(4) In the cases provided for under Rule 58.3, the amount of the preliminary examination fee paid shall be fully refunded.

(5) When the international application or the demand is withdrawn before the start of the international preliminary examination, the amount of the preliminary examination fee paid shall be fully refunded.

Annex E Classification

Under Article 6 of the Agreement, the Authority specifies the following classification system(s) in addition to the International Patent Classification: the Cooperative Patent Classification (CPC).

Annex F
Languages of Correspondence

Under Article 7 of the Agreement, the Authority specifies the following language(s):

Spanish.

Annex G
International-Type Search

Under Article 8 of the Agreement, the Authority specifies the following extent of international-type searches:

The Authority does not conduct international-type searches.

[Annex II follows]

Draft Agreement

between the Mexican Institute of Industrial Property
and the International Bureau of the World Intellectual Property Organization

in relation to the functioning of the Mexican Institute of Industrial Property
as an International Searching Authority
and International Preliminary Examining Authority
under the Patent Cooperation Treaty

Preamble

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Considering that the PCT Assembly, having heard the advice of the PCT Committee for Technical Cooperation, has appointed the Mexican Institute of Industrial Property as an International Searching and Preliminary Examining Authority under the Patent Cooperation Treaty and approved this Agreement in accordance with Articles 16(3) and 32(3),

Hereby agree as follows:

Article 1 Terms and Expressions

- (1) For the purposes of this Agreement:
 - (a) "Treaty" means the Patent Cooperation Treaty;
 - (b) "Regulations" means the Regulations under the Treaty;
 - (c) "Administrative Instructions" means the Administrative Instructions under the Treaty;
 - (d) "Article" (except where a specific reference is made to an Article of this Agreement) means an Article of the Treaty;
 - (e) "Rule" means a Rule of the Regulations;
 - (f) "Contracting State" means a State party to the Treaty;
 - (g) "the Authority" means the Mexican Institute of Industrial Property;
 - (h) "the International Bureau" means the International Bureau of the World Intellectual Property Organization.

(2) All other terms and expressions used in this Agreement which are also used in the Treaty, the Regulations or the Administrative Instructions have, for the purposes of this Agreement, the same meaning as in the Treaty, the Regulations and the Administrative Instructions.

Article 2 Basic Obligations

(1) The Authority shall carry out international search and international preliminary examination in accordance with, and perform such other functions of an International Searching Authority and International Preliminary Examining Authority as are provided under, the Treaty, the Regulations, the Administrative Instructions and this Agreement.

(2) In carrying out international search and international preliminary examination, the Authority shall apply and observe all the common rules of international search and of international preliminary examination and, in particular, shall be guided by the PCT International Search and Preliminary Examination Guidelines.

(3) The Authority shall maintain a quality management system in compliance with the requirements set out in the PCT International Search and Preliminary Examination Guidelines.

(4) The Authority and the International Bureau shall, having regard to their respective functions under the Treaty, the Regulations, the Administrative Instructions and this Agreement, render, to the extent considered to be appropriate by both the Authority and the International Bureau, mutual assistance in the performance of their functions thereunder.

Article 3 Competence of Authority

(1) The Authority shall act as International Searching Authority for any international application filed with the receiving Office of, or acting for, any of the Contracting States for which the Authority will act, provided that the receiving Office specifies the Authority for that purpose, that such application, or a translation thereof furnished for the purposes of international search, is in the language or one of the languages that the Authority will accept and any other requirements regarding international applications published under this Article have been met, and, where applicable, that the Authority has been chosen by the applicant.

(2) The Authority shall act as International Preliminary Examining Authority for any international application filed with the receiving Office of, or acting for, any of the Contracting States for which the Authority will act, provided that the receiving Office specifies the Authority for that purpose, that such application, or a translation thereof furnished for the purposes of international preliminary examination, is in the language or one of the languages that the Authority will accept and any other requirements regarding international applications published under this Article have been met, and, where applicable, that the Authority has been chosen by the applicant.

(3) The International Bureau shall publish in the Gazette the Contracting States for which the Authority will act as International Searching Authority and International Preliminary Examining Authority, the languages that the Authority will accept, and any other requirements regarding international applications determining the competence of the Authority to act as International Searching Authority and International Preliminary Examining Authority, applicable at the date of entry into force of this Agreement.

(4) Without prejudice to paragraph (5), modifications may be made to the Contracting States for which the Authority will act as International Searching Authority or International Preliminary Examining Authority, the languages that the Authority will accept and other requirements regarding international applications determining the competence of the Authority to act as International Searching Authority and International Preliminary Examining Authority, by agreement between the Director General of the World Intellectual Property Organization and the Authority; they shall take effect on the date agreed upon by them.

(5) The Authority may, by a notification to the International Bureau, add to the States for which the Authority will act as International Searching Authority or International Preliminary Examining Authority and the languages that the Authority will accept for international applications; any addition shall take effect on the date specified in the notification.

(6) Where a receiving Office specifies the Authority under paragraphs (1) and (2), the Authority shall become competent for international applications filed at that receiving Office from a date to be agreed by the receiving Office and the Authority and to be notified to the International Bureau, that date being at least two months later than the date on which the notification is received by the International Bureau.

(7) Where an international application is filed with the International Bureau as receiving Office under Rule 19.1(a)(iii), paragraphs (1) and (2) apply as if that application had been filed with a receiving Office which would have been competent under Rule 19.1(a)(i) or (ii), (b) or (c) or Rule 19.2(i).

(8) The Authority shall be competent to carry out supplementary international searches in accordance with Rule 45*bis* if it has notified the International Bureau of its preparedness to do so, specifying the documentation that the supplementary international search will cover and any limitations and conditions on the competency of the Authority. The Authority may, at any time, notify the International Bureau that it wishes to modify the documentation and the limitations and conditions, or notify that the Authority is no longer prepared to be competent to carry out supplementary international searches; any modification shall take effect from the date specified in the notification, provided that, in the case that the Authority is no longer prepared to be competent to carry out supplementary international searches, that date is at least six months later than the date on which the notification is received by the International Bureau

Article 4 **Subject Matter Not Required to Be Searched or Examined**

The Authority shall not be obliged to search, by virtue of Article 17(2)(a)(i), or examine, by virtue of Article 34(4)(a)(i), any international application to the extent that it considers that such application relates to subject matter set forth in Rule 39.1 or 67.1, as the case may be, with the exception of the subject matter that the Authority has notified to the International Bureau; any changes to the exceptions of the subject matter shall take effect on the date specified in the notification.

Article 5 **Fees and Charges**

(1) The International Bureau shall publish in the Gazette, the fees of the Authority, and all other charges which the Authority is entitled to make, in relation to its functions as an International Searching Authority and International Preliminary Examining Authority, and, where applicable, as an Authority specified for supplementary search, and any conditions for and the extent of refunds and reductions in fees, as applicable on the date of entry into force of this Agreement.

(2) The Authority may, by a notification to the International Bureau, change the currencies or amounts of the fees of the Authority or of the charges which the Authority is entitled to make, in relation to its functions as an International Searching Authority and International Preliminary Examining Authority, add or remove any fees or charges that may be required by the Authority, add or remove any late fees for which payment may be subjected by the Authority, and make changes in the conditions for and the extent of refunds or reductions of fees permitted under the Treaty and Regulations, provided that any amount paid by mistake, without cause, or in excess of the amount due, for fees shall be refunded. Any notification under this paragraph shall specify the date that the changes shall take effect, provided that that date is at least two months later than the date on which the notification is received by the International Bureau.

Article 6 Classification

For the purposes of Rules 43.3(a) and 70.5(b), the Authority shall indicate the classification of the subject matter according to the International Patent Classification. The Authority may, in addition, in accordance with Rules 43.3 and 70.5, indicate the classification of the subject matter according to any other patent classification that it has notified to the International Bureau to the extent decided by it as set out in that notification; any changes to the other patent classifications shall take effect on the date specified in the notification.

Article 7 Languages of Correspondence Used by the Authority

(1) The International Bureau shall publish in the Gazette the language or languages that the Authority may use for the purposes of correspondence, including forms, other than with the International Bureau, and, where more than one language may be used, any conditions relating to the use of a language.

(2) The Authority may, by a notification to the International Bureau, modify the languages that the Authority may use for the purposes of correspondence other than with the International Bureau, and any conditions relating to the use of a language; any modification shall take effect on the date specified in the notification.

(3) Where more than one language has been indicated under this Article, the Authority shall give regard to the language or languages specified under Article 3 of this Agreement and to the language or languages whose use is authorized by the Authority under Rule 92.2(b).

Article 8 International-Type Search

The Authority shall carry out international-type searches to the extent decided by it.

Article 9 Entry into Force

This Agreement shall enter into force on a date to be notified to the Director General of the World Intellectual Property Organization by the Authority, that date being on or after January 1, 2028, and at least one month later than the date on which the notification is made.

Article 10
Duration and Renewability

This Agreement shall remain in force until December 31, 2037. The parties to this Agreement shall, no later than July 2035, start negotiations for its renewal.

Article 11
Amendment

(1) Amendments may, subject to approval by the Assembly of the International Patent Cooperation Union, be made to this Agreement by agreement between the parties hereto; they shall take effect on the date agreed upon by them.

(2) The International Bureau shall publish any amendments or notifications provided for under this Agreement in the Gazette.

Article 12
Termination

(1) This Agreement shall terminate before December 31, 2037:

(i) if the Mexican Institute of Industrial Property gives the Director General of the World Intellectual Property Organization written notice to terminate this Agreement;
or

(ii) if the Director General of the World Intellectual Property Organization gives the Mexican Institute of Industrial Property written notice to terminate this Agreement.

(2) The termination of this Agreement under paragraph (1) shall take effect one year after receipt of the notice by the other party, unless a longer period is specified in such notice or unless both parties agree on a shorter period.

In witness whereof the parties hereto have executed this Agreement.

Done at *[city]*, this *[date]*, in two originals in the English and Spanish languages, each text being equally authentic.

For the Mexican Institute of Industrial
Property by:

For the International Bureau of the World
Intellectual Property Organization by:

[End of Annex II and of document]