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New Regulations for the Federal Law on the Protection of Industrial Property

Nearly six years after the enactment of the Federal Law on the Protection of Industrial Property, its regulations (the “**Regulations**”) were published on April 28, 2026. This replaces the regulatory framework that had remained in place under the previous Industrial Property Law and introduces a set of rules that are more closely aligned with the concepts, procedures, and tools introduced in recent years.

The new Regulations, which represent more than a formal update, have significant practical implications for anyone who manages, exploits, or defends industrial property rights in Mexico. Among other aspects, they establish rules for electronic filing with the Mexican Institute of Industrial Property (*Instituto Mexicano de la Propiedad Industrial*) (“**IMPI**”), develop procedures regarding inventions and distinctive signs, regulate new enforcement tools, and create specific frameworks for the transfer of technology and alternative dispute resolution.

The new Regulations will enter into force on July 22, 2026, i.e., 60 business days following their publication in the Official Gazette of the Federation (*Diario Oficial de la Federación*). On that date, the Industrial Property Law’s regulatory framework, which was published in 1994, will be repealed. The new Regulations increase the number of articles from 79 to 202, reflecting not only an operational update but also the development of new concepts and procedures incorporated into current legislation.

Matters pending at the time the Regulations enter into force will continue to be processed in accordance with the provisions in force at the time of their filing. However, pending administrative proceedings may, where appropriate, be subject to the new provisions on alternative dispute resolution mechanisms.

The most relevant aspects of the new Regulations are as follows:

Electronic Processing and Online Infringement Proceedings

One of the most significant changes is the regulation of the online administrative procedure for the declaration of infringements. Through this mechanism, parties with legal standing may initiate and conduct infringement proceedings via the IMPI’s electronic services.

The Regulations provide for the integration of electronic case files, access via electronic signature, the submission of digitized documents, and the recognition of their probative value, equating them, in certain cases, to documents bearing a handwritten signature. Furthermore, the Regulations establish that the electronic service may operate 24 hours a day, 365 days per year.

From a practical perspective, this provision represents a significant step forward in the digitization of defense mechanisms in the field of industrial property. However, its effective implementation will depend on

the publication of a technical agreement issued by the IMPI, which must be issued within 18 months of the Regulations' entry into force. Said agreement or the administrative instruments issued by the IMPI, as applicable, must specify, among other requirements, the rules governing the electronic portal, technical issues, recognized electronic signatures, electronic notifications, and the electronic filing of applications, proceedings, attachments, and acknowledgments. Additionally, users will need to adapt to new rules regarding electronic signatures, notifications, and the management of digital files.

Alternative Dispute Resolution Mechanisms

The Regulations expressly incorporate alternative dispute resolution mechanisms into administrative infringement proceedings. The IMPI may promote conciliation and appoint facilitators to conduct these proceedings at the administrative level.

Conciliation may take place before a final decision is issued, provided that the rights of third parties are not affected and public policy provisions are not breached. Agreements reached may be binding on the parties and, once ratified, acquire the status of administrative *res judicata*.

This change may significantly alter litigation strategy in cases of infringement by opening an institutional avenue to resolve disputes without having to wait for a decision on the merits of a case.

New Rules for Patents and Provisional Applications

Regarding inventions, the Regulations establish rules applicable to provisional patent applications, a concept introduced by recent amendments to the Federal Law on the Protection of Industrial Property, which was not included in the prior regulatory framework. This mechanism allows for the submission of an initial description of an invention to secure a filing date, provided that the subject matter subsequently claimed is strictly related to what was originally disclosed. Additional matters not contained in the provisional application will not benefit from that filing date.

Likewise, the Regulations incorporate mechanisms designed to prevent the loss of rights due to procedural issues. The most notable of these provide for the restoration of priority rights, the reinstatement of rights for applications that have been abandoned or rejected, and the possibility of remedying, during substantive examination, certain omissions related to prior disclosures when the IMPI cites a publication as an obstacle to the granting of rights. These mechanisms may be particularly relevant to applicants with international portfolios or with protection strategies that are subject to strict deadlines.

Furthermore, the Regulations govern the procedure for issuing mandatory patent or registration resolutions, establishing the information that the applicant must provide and the periods that shall not be counted in determining whether any delay is attributable to the IMPI. In addition, rules have been established regarding reasonable delays and adjustments of periods of validity, which may be relevant in cases where delays not attributable to the applicant have occurred and, in particular, in sectors where the effective duration of a patent's validity has a significant commercial impact.

The Regulations also incorporate a significant obligation for inventions that relate to genetic resources, biological material, and associated traditional knowledge. Where a claimed invention is based on genetic resources, the country of origin or the source of such resources must be disclosed; and, where it is based on associated traditional knowledge, the indigenous peoples or local communities that provided it must be identified. If an applicant is unaware of this information, they must state so under oath. Additionally, specific rules relating to the deposit of biological material are also provided.

This new requirement is particularly relevant, as the origin of the resources, materials, or knowledge used in their research and development processes must be documented from the early stages. The inability to trace

these elements could give rise to official requests during the process and affect the timeframe for obtaining the patent.

In the pharmaceutical sector, the Regulations also specify the contents of the list of patents relating to allopathic medicines, including criteria such as a patent's period of validity, its relationship with the generic name, and the applicable nomenclature. Furthermore, the Regulations expressly provide that process patents may not be included on said list. This may have significant implications for both patent holders and participants in the market for generic medicines.

Non-traditional Trademarks, Acquired Distinctiveness, and Coexistence Agreements

The Regulations establish specific rules for the representation and description of non-traditional trademarks, including sound, scent, position, motion, and multimedia signs, as well as combinations thereof. Applications must contain a clear and precise description of the sign and may be accompanied by physical or electronic evidence.

Criteria for establishing acquired distinctiveness or secondary meaning have also been incorporated. To this end, the Regulations require proof of the prolonged and exclusive use of a sign within the national territory, in accordance with commercial practices in the relevant sector, as well as the identification of the product or service with the sign and its association with the manufacturer or service provider. The Regulations do not establish a fixed minimum period of use; proof of such use will depend on the market and the circumstances of the case.

The following, among other sources, may be submitted as evidence: advertising in Mexico over the past three years, surveys, market research, studies on consumer reactions, media coverage of the trademark, and search engine rankings on electronic platforms. The IMPI retains the authority to request additional information and evaluate the evidence submitted.

Furthermore, the Regulations establish for the first time the minimum content requirements for trademark coexistence agreements or consents. These must provide the business origin of each mark and the goods or services they identify; include, where applicable, express limitations or exclusions regarding certain goods or services; define commercial sectors or consumer audiences where applicable; and contain any other elements necessary to prevent confusion or erroneous association between the marks.

New Obligations Regarding Franchises

The Regulations also introduce significant changes regarding franchises, particularly concerning the technical, economic, and financial information that must be provided to a prospective franchisee prior to the execution of the contract.

Under the new Regulations, the number of minimum disclosure requirements has increased from 10 to 14. Among the new items that must be disclosed are: whether or not the franchised business stems from a master franchise agreement, development agreement, multi-unit agreement, or similar agreement; the general amounts of payments and return on investment timeframes; the number of company-owned and franchised units; and the number of units opened, relocated, transferred, and closed.

These requirements seek to provide greater transparency to potential franchisees regarding the contractual structure, financial viability, and stability of the franchise network. For franchisors, they require the updating of their pre-contractual disclosure documents and verification that the information provided is complete, verifiable, and consistent with the franchise's actual operations.

Technology Transfer Registry

The Regulations establish a Technology Transfer Registry that is administered by the IMPI. Among other instruments, the following may be registered therein: license agreements, assignments of intellectual property rights, confidentiality agreements, research collaboration agreements, consulting contracts, material transfer agreements, research projects, and agreements related to academic spin-off companies, research-based startups, and joint ventures.

Registration will not be a requirement for validity between the parties, but it will serve as a condition for enforceability against third parties. Furthermore, public versions of the registered documents are provided, which will include the nature of the instrument, the identification of the parties, the rights involved, their period of validity, and the territory of application.

The IMPI will also compile catalogs and directories of technologies available for free use in Mexico, as well as those for which the owner requests publicity to facilitate their transfer to third parties.

Final Considerations

The new Regulations represent a significant step toward the modernization of the Mexican industrial property system. In addition to updating operational rules that had fallen behind the Federal Law on the Protection of Industrial Property, the Regulations incorporate tools that can make the management, defense, and exploitation of intangible assets more efficient.

The Intellectual Property team at Pérez-Llorca Mexico is available to analyze the impact of these changes on your operations and assist in implementing strategies that are aligned with the new Regulations.

Comparative table of new provisions regarding franchises

| No. | Information to be provided to the prospective franchisee | Did this already exist in the previous regulatory framework? | Is this a new requirement? | Remarks |
|-----|---|--|----------------------------|--|
| I | Name, business name, address, and nationality of the franchisor. | Yes (Art. 65, para. I of the previous regulatory framework). | No | No substantive change. It remains as basic identification information for the franchisor. |
| II | Description of the franchise. | Yes (Art. 65, para. II of the previous regulatory framework). | No | No substantive change. The description must be sufficiently clear for the prospective franchisee to understand the business model. |
| III | Length of time that the original franchisor and, where applicable, the master franchisor has been in the business covered by the franchise. | Yes (Art. 65, para. III of the previous regulatory framework). | No | No substantive change. This allows the prospective franchisee to evaluate the franchisor's track record and experience. |

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| IV | Intellectual property rights involved in the franchise. | Yes (Art. 65, para. IV of the previous regulatory framework). | No | No substantive change. Includes trademarks, patents, trade secrets, copyrights, and other intangible assets related to the franchise model. |
| V | Amounts and categories of payments that the franchisee must make to the franchisor. | Yes (Art. 65, para. V of the previous regulatory framework). | No | No substantive change. Covers initial fees, periodic royalties, contributions to advertising funds, and any other payments. |
| VI | Types of technical assistance and services that the franchisor must provide to the franchisee. | Yes (Art. 65, para. VI of the previous regulatory framework). | No | No substantive change. Includes training, operating manuals, technical support, and other services that the franchisor has undertaken to provide. |
| VII | The territorial area of operation of the franchise. | Yes (Art. 65, para. VII of the previous regulatory framework), although with a difference in wording. | No | The previous regulatory framework required the “definition of the territorial area of operation of the business entity operating the franchise.” The new wording simplifies the reference. In practice, the territorial area must still be described with sufficient precision to define the area of exclusive or preferential operation. |
| VIII | The franchisee’s right to grant, or not grant, subfranchises to third parties and, if applicable, the requirements that must be met to do so. | Yes (Art. 65, para. VIII of the previous regulatory framework). | No | No substantive change. It must be expressly stated whether or not the franchisee has the right to sub-franchise, and under what conditions. |
| IX | Obligations of the franchisee regarding confidential information provided by the franchisor. | Yes (Art. 65, para. IX of the previous regulatory framework). | No | No substantive change. Covers obligations of non-disclosure of know-how, manuals, processes, commercial information, and other confidential data. |

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| X | <p>Information on whether or not the franchised business stems from a master franchise agreement, development agreement, multi-unit agreement, or similar agreement.</p> | <p>Did not exist in the previous regulatory framework.</p> | Yes | <p>New requirement.</p> <p>It requires the franchisor to disclose the contractual structure under which it operates. The prospective franchisee will know whether the franchisor is a direct (originating) franchisor or operates under a master, development, or multi-unit agreement. This is relevant because in master or development franchises, the termination of the master agreement can directly affect the franchisee's operations.</p> |
| XI | <p>The obligations and rights of the franchisee arising from the execution of the franchise agreement.</p> | <p>Yes (Art. 65, para. X of the previous regulatory framework), although the wording differs.</p> | No (with a caveat) | <p>The previous regulatory framework included the phrase "in general" ("In general, the obligations and rights of the franchisee...").</p> <p>The new Regulations eliminate that expression, which may be interpreted as a requirement for greater comprehensiveness in the disclosure of obligations and rights. In practice, it is recommended to include a complete, non-generic list of the franchisee's obligations and rights.</p> |
| XII | <p>The general amounts of payments and return on investment timeframes.</p> | <p>This was not included in the previous regulatory framework.</p> | Yes | <p>New requirement.</p> <p>Requires the franchisor to disclose estimates of return on investment. This is the requirement with the highest potential for risk: if the information provided is inaccurate, incomplete, or misleading, the franchisee could use it as a basis to allege defects in consent or civil liability. It is recommended to include assumptions, variables, and express warnings regarding the estimative nature of this data.</p> |

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| XIII | El número de unidades propias y franquiciadas. | No existía en el Reglamento anterior. | Yes | <p>New requirement.</p> <p>Permite al potencial franquiciatario evaluar la composición de la red. Una proporción alta de unidades propias frente a franquiciadas puede indicar un modelo más controlado; una proporción inversa, mayor dependencia de la red de franquiciatarios. Este dato debe mantenerse actualizado.</p> |
| XII | The number of company-owned and franchised units. | This was not included in the previous regulatory framework. | Yes | <p>New requirement.</p> <p>It allows the potential franchisee to assess the composition of the network. A high proportion of company-owned units compared to franchised ones may indicate a more controlled model; the reverse suggests greater reliance on the franchisee network. This information must be kept up to date.</p> |

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