MEMORANDUM OF UNDERSTANDING ON ENVIRONMENTAL COOPERATION BETWEEN THE CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY, THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE AND THE CALIFORNIA RESOURCES AGENCY OF THE STATE OF CALIFORNIA, UNITED STATES OF AMERICA AND THE MINISTRY OF ENVIRONMENT AND NATURAL RESOURCES OF THE UNITED MEXICAN STATES

The California Environmental Protection Agency, the California Department of Food and Agriculture and the California Resources Agency of the State of California, United States of America and the Ministry of Environment and Natural Resources (SEMARNAT) of the United Mexican States hereinafter referred to as "the Parties".

ACKNOWLEDGING the friendship and excellent cooperation among the governments of the United States of America, the State of California and the United Mexican States;

TAKING INTO ACCOUNT the global nature of environmental problems and the ability of joint efforts to enhance policies for environmental protection and sustainable natural resources;

RECALLING the successful history of collaboration for environmental attention in the border region;

RECOGNIZING their willingness to promote new mechanisms of dialogue and agreement that lead to the strengthening of relationships of friendship and productive mutual action;

TAKING INTO CONSIDERATION the stipulations of the Agreement on Cooperation for the Protection and Improvement of the Environment in the Border

Region between the United Mexican States and the United States of America ("Agreement of La Paz"), signed in La Paz, Baja California, on 14 August, 1983;

CONSIDERING the existence of opportunities for collaboration between the State of California of the United States of America and the Government of the United Mexican States and the importance of strengthening cooperation through initiatives for priority issues that represent a common interest;

EXPRESSING their willingness to cooperate, in the search for joint actions that improve environmental quality and optimize the quality of life for inhabitants in the border region shared by the State of California of the United States of America and the United Mexican States, and agree to the following:

ARTICLE 1

The purpose of the present Memorandum of Understanding is to promote and carry out broader cooperative activities regarding environmental issues among the Parties in the framework of their respective purview and based on principles of equality, reciprocity, information exchange and mutual benefit.

ARTICLE 2

The Parties will coordinate efforts and promote collaboration for environmental management, scientific and technical investigation, and capacity building, through cooperative actions focused particularly, but not exclusively, on the following priority areas of action:

a) Climate change;
b) Air quality;
c) Fuel quality standards;
d) Water resources;
e) Wildlife and habitat conservation;
f) Water quality;
g) Sustainable urban development, and housing;
h) Integrated management of waste in the border region;
i) Enforcement of their respective laws; and,
j) Any other area agreed upon between the Parties.

ARTICLE 3

For the implementation of activities referred to under Article 2, the Parties will develop, among others, the following methods of cooperation:

a) Exchange of information;
b) Design, implementation and joint financing of studies and projects;
c) Development and dissemination of publications;
d) Technology transfer;
e) Exchange of scholars and experts;
f) Development of capacity building programs;
g) Joint development of seminars, workshops, conferences, courses, technical visits and certificate courses; and
h) Any other method agreed upon between the Parties.

ARTICLE 4

In order to achieve the objective of the present Memorandum of Understanding, the Parties agree on developing a Joint Action Plan, and they will also develop annual work plans focused on priority areas referred to in Article 2, which will contain cooperative actions, or in some instances, projects and/or specific studies, will be developed.

Each work plan will include all necessary provisions for implementing the cooperation activity agreed upon and will consider specifications on its scope, coordination and administration, resource allocation, expert and professional exchanges, administrative issues, and any other information deemed necessary for achieving the objective of this Memorandum of Understanding.

Independent of the development of work plans the Parties agree that collaboration proposals can be presented to allow the Parties to optimize outcomes for achieving the objective of this Memorandum of Understanding.

For the follow up and implementation of work plans, bilateral theme-specific groups will be established. These groups will be led by officials of the Parties and will meet at a minimum of once a year.

The Parties designate the Assistant Secretary for Border Affairs of the California Environmental Protection Agency, Under Secretary of Food and Agriculture, the Deputy Secretary for External Affairs of the California Resources Agency, and the Head Officer of the International Affairs Unit from SEMARNAT, to follow up on the implementation of this Memorandum of Understanding.

ARTICLE 5

If the Parties deem it helpful or convenient, private and public sector individuals and entities may be invited to participate in this collaboration, as well as public, academic and research institutions, or any other organization, as long as they can directly contribute to the achievement of the objective of this Memorandum of Understanding.

ARTICLE 6

The Parties will finance activities referred to in this Memorandum of Understanding with resources allocated in their respective budgets, as these resources become available and as stipulated by their own legislation. Each Party will pay for expenses related to its own participation, unless alternative financial mechanisms can be used for specific activities, as appropriate and as approved by their respective appointing authority.

ARTICLE 7

The Parties agree that no confidential information shall be transferred under this Memorandum of Understanding.

ARTICLE 8

If, as a result of the activities developed in accordance with this Memorandum of Understanding, products of commercial or intellectual value are derived, these will be governed by the corresponding laws applicable to each of the Parties, as well as the related international conventions which govern the Parties.

ARTICLE 9

Officials designated by each Party to implement cooperation activities under this Memorandum of Understanding will continue to be employed by the

original employer, and no employment or agency relationship will be created by this Memorandum of Understanding.

Cooperative activities under this Memorandum of Understanding will in no way change the original employer/employee relationship of its respective officials working together under this Memorandum of Understanding.

The Parties will make all necessary arrangements with corresponding authorities to facilitate border entrance and exit of participants officially taking part in cooperation projects under this Memorandum of Understanding. These participants will be bound by the laws of their respective countries and states, including, but not limited to, migration, fiscal, customs, sanitary and national security laws, and the participants will limit their activities to the scope of the Memorandum of Understanding while in the other country unless they obtain prior permission from the appropriate authorities.

The Parties will ensure that their official representatives participating in cooperation actions have adequate medical, liability and life insurance, sufficient to provide coverage for accidents or other occurrences that may occur during, or as a result of, cooperation activities related to the implementation of this Memorandum of Understanding.

ARTICLE 10

Any differences of interpretation, management or implementation of this Memorandum of Understanding will be resolved by mutual agreement of the Parties.

ARTICLE 11

This Memorandum of Understanding can be modified by mutual consent of the Parties in writing, specifying the date of the entry into force of any such modifications.

ARTICLE 12

Cooperation under this Memorandum of Understanding will become effective on the date of its signature. Unless otherwise extended in writing, this

Memorandum of Understanding shall be in full force and effect for a period of three years.

Termination of this Memorandum of Understanding can be made by any of the Parties, through written communication directed to the other Parties thirty (30) calendar days in advance.

If the Parties agree in writing prior to termination, the termination of this Memorandum of Understanding shall have no effect on ongoing cooperation activities that have been approved or initiated and that have not concluded at the termination date.

ARTICLE 13

The Parties acknowledge that this Memorandum of Understanding is only intended to provide for cooperation between the Parties and does not create any legally binding rights or obligations. To the extent any other provision of this Memorandum of Understanding is inconsistent with this paragraph, this paragraph shall control.

The Parties commit themselves in good will to implement this Memorandum of Understanding to the fullest extent practicable, subject to any changes in environmental policy that they may adopt.

Signed in the City of Sacramento, California, United States of America, on February thirteen of two thousand and eight, in two originals in Spanish and English languages, both texts being equally authentic originals.

FOR THE MINISTRY OF ENVIRONMENT AND NATURAL RESOURCES OF THE UNITED MEXICAN STATES

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Juan Rafael Elvira Quesada,
Minister

FOR THE CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY OF THE STATE OF CALIFORNIA, UNITED STATES OF AMERICA

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Linda S. Adams,
Secretary

FOR THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE OF THE STATE OF CALIFORNIA, UNITED STATES OF AMERICA

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A.G. Kawamura,
Secretary

FOR THE CALIFORNIA RESOURCES AGENCY OF THE STATE OF CALIFORNIA, UNITED STATES OF AMERICA

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Mike Chrisman,
Secretary