

**MEMORANDUM OF UNDERSTANDING BETWEEN THE SECRETARIAT OF
TOURISM OF THE UNITED MEXICAN STATES AND THE GOVERNMENT OF
CALIFORNIA OF THE UNITED STATES OF AMERICA ON COOPERATION IN
THE TOURISM SECTOR**

The Secretariat of Tourism of the United Mexican States (SECTUR), and the Government of California of the United States of America, hereinafter jointly referred to as "the Participants", and separately as a "Participant";

AIMED by the desire to develop and strengthen cooperation in the tourism sector between Mexico and California;

BEARING in mind the importance of tourism as a significant factor for economic development and understanding between both Participants;

CONFIRMING their interest in strengthening joint cooperation in the tourism sector and to create reciprocal advantages for the benefit of their tourism sectors of both Participants;

Have reached the following understanding:

I. OBJECTIVE

The objective of this Memorandum of Understanding (MoU) is the development and strengthening of the cooperation between the Participants in the tourism sector based on equal rights and mutual benefit, in accordance with their respective legislation and binding international obligations of the Participants.

II. ACTIVITIES OF COOPERATION

In order to achieve the objective referred to this MoU, the Participants intend to conduct the following activities of cooperation:

- a) to develop tourism promotion initiatives to increase bilateral tourism flows, with emphasis on luxury travel, adventure and nature tourism, sports tourism, sun and beach tourism, cultural tourism and tourism organized for groups (i.e. distribution channels related to two-nation vacation tour operators);
- b) to promote the importance of tourism and travel as an economic engine, participate in seminars, conferences, exhibitions, symposia and congresses related to tourism and related issues, as well as any other action that represents a potential for tourism development in both Participants;

- c) to encourage and support the exchange of experiences, statistics, information materials and any other information of mutual interest to their tourism sectors;
- d) to develop tourism crisis management committees if needed;
- e) to promote the implementation of training programs and train students between the Participants in the tourism sector;
- f) any other activity of common interest decided upon by the Participants.

III. SPECIFIC COOPERATION PROGRAMS

For the implementation of cooperation activities under this MoU, the Participants intend to formalize specific cooperation programs to the reasonable extent possible, which should develop the following information:

- a) activity development;
- b) objective;
- c) work schedule;
- d) assignment of the human and material resources to be allocated by each Participant;
- e) funding;
- f) responsibility of each Participant;
- g) information management;
- h) labor relation, and
- i) any other information deemed appropriate by the Participants.

IV. INFORMATION PROTECTION

If during the implementation of cooperation activities referred to in this MoU information, material and/or equipment that requires protection and/or classification is identified, the Participants should inform the competent authorities and establish, in writing, the appropriate action.

V. CONTACT POINTS

In order to ensure adequate follow-up and implementation of this MoU, the Participants designate the following as the responsible points of contact:

On behalf of SECTUR, the International Affairs and Cooperation Unit, and

On behalf of the Government of California, Visit California.

If one of the Participants changes the responsible point of contact, that Participant should notify to the other of the designation of the new responsible point of contact.

VI. AVAILABILITY OF PERSONNEL AND RESOURCES

This MoU once in effect upon signature, does not create any legally binding rights or obligations for either Participant. All activities undertaken pursuant to this MoU are subject to the availability of funds, personnel and other resources of each Participant.

The personnel designated by the Participants for the execution of this MoU should work under the orders and responsibility of the organization or institution to which they belong, at all times maintaining their employment relationship with that organization or institution. Their work should not create an employer-employee relationship with any other organization or institution, so in no case should that other organization or institution be considered as a substitute or joint employer of the designated personnel.

VII. COMPLIANCE WITH APPLICABLE LAWS

All activities undertaken pursuant to this MoU, and all personnel designated by the Participants for the execution of those activities undertaken pursuant to this MoU are subject to the applicable laws of the receiving country. Such personnel, if visiting the other Participant to participate in an activity pursuant to this MoU, should not engage in any activity unrelated to their duties.

VIII. INTERPRETATION AND APPLICATION

The Participants intend to hold consultations in order to address any aspect related to the interpretation or application of this MoU.

IX. FINAL PROVISIONS

This MoU is applicable upon its signature, and is effective for an indefinite period, subject to the provisions below.

This MoU may be modified at any time by mutual consent of the Participants. Any modification shall be made in writing and specify the date on which such modification is to become effective.

Any of the Participants may at any time, withdraw from this MoU by providing a written notice to the other Participant thirty (30) days in advance.

The termination of this MoU shall not affect the conclusion of the cooperation activities that may have been formalized during the time this MoU is in effect, unless the Participants mutually decide otherwise.


Signed in Sacramento, California, on August twenty-six, two thousand fourteen, in two original copies in the Spanish and English languages. Both texts are equally authentic.

**FOR THE SECRETARIAT OF TOURISM
OF THE UNITED MEXICAN STATES**



Claudia Ruiz Massieu Salinas
Secretary

**FOR THE GOVERNMENT OF
CALIFORNIA OF THE UNITED
STATES OF AMERICA**



Michael E. Rossi
Special Advisor to the Governor
of California