

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEPARTMENT OF THE INTERIOR
OF THE UNITED STATES OF AMERICA**

AND

**THE SECRETARIAT OF THE ENVIRONMENT AND NATURAL RESOURCES
OF THE UNITED MEXICAN STATES**

**ON COOPERATION FOR
THE PROTECTION, MANAGEMENT, SUSTAINABLE USE AND
CONSERVATION OF THE ENVIRONMENT AND NATURAL RESOURCES**

The Department of the Interior (DOI) of the United States of America and the Secretariat of the Environment and Natural Resources (SEMARNAT) of the United Mexican States, hereinafter “the Parties,”

CONSIDERING that the environment should be protected for the health and well-being of present and future generations; and that sustainable development requires sound environmental management of natural resources;

KEEPING IN MIND the long history of cooperation between the United States of America and the United Mexican States regarding conservation and protection of the environment and natural resources;

RECOGNIZING that many of the sub-agencies of DOI and SEMARNAT have a long history of cooperation, including in the areas listed in Article 2;

ACKNOWLEDGING that the Parties receive important mutual benefits through cooperation on matters relating to the environment and natural resources;

TAKING INTO CONSIDERATION the Agreement between the United States of America and the United Mexican States on Scientific and Technical Cooperation, effected by an exchange of notes on June 15, 1972, as amended;

Have agreed to the following:

ARTICLE 1 OBJECTIVE

The objective of this Memorandum of Understanding (MOU) is to establish a vehicle for identifying, facilitating and strengthening cooperative bilateral activities between the Parties and their sub-agencies, on the basis of equality and mutual benefit, considering their respective institutions, legislation and policies, to work jointly in matters related to the protection, sustainable use, management, conservation and restoration of the environment.

ARTICLE 2 AREAS OF COOPERATION

The cooperative bilateral activities referred to in Article 1, may be carried out in the following areas to the extent they are within the Parties' respective authorities:

A. Biodiversity and Ecosystems

- Conservation, protection, management, sustainable use and restoration of biodiversity, lands and ecosystems, including but not limited to:
 - Law enforcement for environmental protection and natural resources management, including international illegal trafficking of wild flora and fauna;
 - Conservation, protection, management and sustainable use of biodiversity and forestry resources, including migratory and transboundary species;
 - Sustainable management of native species and ecosystems, and protection against invasive alien species;
 - Wildfires;
 - Management of coastal and marine resources and ecosystems;
 - Mapping locations of environmental characteristics, such as biologically sensitive areas and flora and fauna;
 - Traditional knowledge related to biodiversity;
 - Ecosystem services;
 - Development of technologies that promote environmental quality and mitigate environmental damage;
 - Capacity building, community and public outreach and participation (especially of youth, women and indigenous communities), communication, and environmental education;
 - Ecosystem and land cover monitoring and information to support decision making;
 - Mainstreaming biodiversity conservation and sustainable use in productive sectors' policies.

B. Natural Protected Areas

- Conservation and management of natural protected areas, including but not limited to:
 - Coordinated management of contiguous, transboundary natural protected areas;
 - Marine protected areas;
 - Sustainable tourism;
 - Connectivity of natural protected areas;
 - Protection of resources in natural protected areas, including places and objects of archeological and historical importance within the natural protected areas;
 - Capacity development and training for natural resources and environmental sector personnel to improve the management and conservation of natural protected areas.

C. Water Resources

- Water resources conservation and management, including but not limited to:
 - Wetlands;
 - Transboundary basins and aquifers;
 - Water reserves;
 - Hydrometeorological disasters, such as droughts and floods;
 - Binational flows;
 - Binational water infrastructure projects.

D. Climate Change

- Sharing experiences and expertise on evaluation of policies and programs related to adaptation and mitigation to climate change, including but not limited to:
 - Protection and conservation of natural resources and ecosystems;
 - Potential impacts of anthropogenic effects;
 - Pollution effects on human health and ecosystems;
 - Design of both economic instruments and carbon markets schemes;
 - Ecosystem-based adaptation measures.

E. Environmental protection and industrial safety in the hydrocarbons sector

- Best regulatory practices for environmental protection, on areas related to the development of the hydrocarbons industry, including but not limited to:
 - Environmental regulation and oversight of industry activities;
 - Measures for monitoring and mitigating impacts on the environment;
 - Conducting scientific research and acquiring data needed for regulatory purposes;
 - Safety and environmental management systems;

- Soil restoration;
- Safety leadership and culture;
- Critical environmental and industrial safety regulation for a sustainable hydrocarbons sector;
- Regulatory enforcement;
- Inventory of environmental and cultural resources that may be affected by hydrocarbon exploration and development within the Gulf of Mexico.

ARTICLE 3 MODALITIES OF COOPERATION

The Parties agree that the areas of cooperation referred to in the previous Article may be carried out as follows:

- a) Exchange of information on environmental policies, economic and administrative instruments, technologies, best practices, technical or scientific information with reference to protection of the environment, or conservation or management of natural resources;
- b) Joint projects, joint studies, exchange of experiences, technical experts and students, bilateral meetings, symposia, joint publications, workshops and seminars;
- c) Creating ad hoc Working Groups and strengthening existing Working Groups;
- d) Promoting community and public participation in environmental and natural resources issues; and
- e) Any other joint activities agreed to by the Parties.

The Parties may also explore opportunities for technical and scientific cooperation on matters covered by this MOU, among themselves and with one or more third countries as mutually agreed. Such cooperation may include involvement in initiatives of relevant international organizations.

For cooperation requested by either Party that extends into subjects outside the scope of expertise of either Party, or when otherwise beneficial, the Parties may, by mutual decision and consistent with their respective laws and policies, request the support and participation of other entities, including other Federal agencies, agencies at other levels of government, nongovernmental organizations, the private sector, and scientific-academic institutions.

The Parties further agree that activities and proceedings under this MOU shall build upon, supplement and support existing cooperative structures and activities, and avoid duplication, where possible.

**ARTICLE 4
PROJECT IMPLEMENTATION**

For any major project or activity, the Parties may jointly prepare a specific work plan that sets forth as appropriate agreed activities, actions to be taken, deadlines, contact points, staff requirements, costs estimates, funding sources, and any other information deemed necessary.

**ARTICLE 5
EXPENSES**

Each Party shall assume its respective costs for activities pursuant to this MOU, unless otherwise mutually agreed to by the Parties. Each Party's activities conducted under this MOU shall be subject to the availability of funds and personnel.

**ARTICLE 6
POINTS OF CONTACT OF THE PARTIES**

Unless otherwise notified by each of the Parties, points of contact for this MOU shall be the DOI Office of International Affairs and the SEMARNAT Coordination Unit for International Affairs.

**ARTICLE 7
MEETINGS**

The Parties shall meet, whether in person or through other means as appropriate, at least annually to review activities under this MOU. In determining the agenda for such meetings, the Parties shall build upon and avoid duplicating discussions in meetings between their respective sub-agencies.

**ARTICLE 8
STATUS OF PERSONNEL**

Any service performed in furtherance of this MOU by personnel of a Party shall be considered as a service performed on behalf of that Party.

The performance of a service under this MOU by any employee, contractor, subcontractor, or agent of one of the Parties shall not render such person an employee, contractor, subcontractor, or agent of the other Party.

**ARTICLE 9
LEGAL CONSIDERATIONS AND RELATIONSHIP TO OTHER
AGREEMENTS**

Activities under this MOU shall be subject to the applicable laws, regulations, and policies of each Party and subject to the availability of funds.

This MOU is without prejudice to rights and obligations of the United States of America and the United Mexican States under other existing bilateral and multilateral instruments.

**ARTICLE 10
ENTRY AND EXIT OF PERSONNEL AND EQUIPMENT**

Each Party shall take all reasonable steps and use its best efforts before its competent authorities in order to facilitate, within applicable laws and regulations, entry into and exit from its territory of all personnel and equipment, including donated surplus equipment, necessary in furtherance of the activities of this MOU.

**ARTICLE 11
INTELLECTUAL PROPERTY**

The protection and distribution of intellectual property created or furnished in the course of cooperative activities under the MOU shall be subject to the applicable national laws and the relevant international agreements.

**ARTICLE 12
DISPUTE SETTLEMENT**

Any differences that may arise from the interpretation or application of the provisions of this MOU shall be resolved by the Parties solely by means of negotiations and consultations.

**ARTICLE 13
FINAL PROVISIONS**

This MOU shall enter into force upon signature of both Parties and shall have an indefinite duration.

Upon entry into force, this MOU supersedes the Memorandum of Understanding between the Department of the Interior of the United States of America and the Secretariat of Environment, Natural Resources and Fisheries of the United Mexican States to Work Jointly in Matters Related to the Protection and Conservation of the Environment of May 18, 2000, but does not affect the validity or duration of cooperative projects or activities initiated under it.

A Party that wishes to terminate this MOU for any reason shall notify the other Party by giving ninety (90) days written notice.

The termination of this MOU shall not affect the validity or duration of cooperative projects or activities that were initiated prior to such termination.

This MOU may be amended by mutual written agreement of the Parties. Amendments shall enter into force upon signature of both Parties or on a date agreed to by the Parties.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties, have signed this Memorandum of Understanding.

Done at Mexico City, this _____ day of February 2016, in duplicate, in the English and Spanish languages, each text being equally authentic.

FOR THE DEPARTMENT OF THE
INTERIOR OF THE UNITED STATES
OF AMERICA:

FOR THE SECRETARIAT OF THE
ENVIRONMENT AND NATURAL
RESOURCES OF THE UNITED
MEXICAN STATES: