

**SISTERHOOD AGREEMENT BETWEEN THE CITY OF _____ OF THE STATE
OF _____ OF THE UNITED MEXICAN STATES AND THE CITY
OF _____ OF THE STATE OF _____ OF THE
_____ (*country*)**

The City of _____ of the State of _____ of the United Mexican States
and the City of _____ of the State of _____ of the _____
(*country*); hereinafter referred to as “the Parties”;

CONSIDERING their interest to strengthen the friendship ties and cooperation that
join both Parties;

ACKNOWLEDGING that the cities have the intention to develop collaborative
activities, under the law provisions of the _____ (*country of origin of the foreign
city*) and the United Mexican States, with particular attention to the terms related to
business exchange, commerce, culture and craftsmanship;

DECLARING their decision to strengthen their relationship of collaboration through
the proper legal channels;

CONVINCED of the importance of establishing mechanisms that contribute to the
development and strengthening of bilateral cooperation, as well as the necessity to
execute projects and actions that are effective in the commercial and social development
of both Parties;

Have agreed to the following:

ARTICLE I

Objective

The objective of the present Agreement is to formalize the sisterhood between the City of _____ from the State of _____ of the United Mexican States and the City of _____ from the State of _____ of the _____ (*country*), to foster agreement and understanding between them and the institutions in their respective territorial areas, to intensify common efforts, and to promote the exchange of experiences and execution of common activities.

ARTICLE II

Areas of Cooperation

To reach the objective of the present Agreement, the Parties commit themselves to develop cooperative projects, specifically directed, but not limited to the following areas:

- a) Promotion of business, investments and commerce...
- b) Promotion of culture...
- c) Promotion of Tourism...
- d) Government development (human resources improvement)...
- e) Education...
- f) Science and technology...
- g) Environment...
- h) any other area of cooperation that the Parties may agree upon.

ARTICLE III

Modalities of Cooperation

The Parties agree that the actions of cooperation which are referred to in the present Agreement shall be carried out through the following modalities:

- a) exchange of significant economic data;
- b) collaboration in the search of partners and in the execution of joined promotional initiatives, as well as expositions, with the purpose to strengthen projects already determined;
- c) business participation and promotion of respective cities in fairs, expositions and conferences in both cities;
- d) cooperation between public and private companies;
- e) mutual comprehension and support, based on either city's available cultural resources, of tours, music performances, co-productions, and other artistic programs;
- f) joint collaboration between universities and research centers, and
- g) any other modalities that the Parties may agree upon.

ARTICLE IV

Competence

The Parties commit themselves to carry out the modalities of cooperation, referred to in Article III of the present Agreement, in accordance to their respective faculties, subject to the political and economical laws and regulations of their respective Governments.

ARTICLE V

Annual Action Programs

In order to achieve the objectives of the present Agreement, the Parties agree to formulate, through prior discussion, Annual Action Programs (AAP's), which shall become an integral part of the present Agreement once they are formalized.

The AAP's shall be integrated with specific projects or activities, which must reference each of the following aspects:

- a) objectives and activities to develop;
- b) work agenda;
- c) profile, quantity and duration of the assigned personnel to objectives and activities;
- d) responsibility of each Party;
- e) assignment of materials, personnel and financial resources;
- f) evaluation mechanism and criteria, and
- g) any other appropriate information.

The operation of this Agreement shall not be conditioned to the signing Parties to establish projects in all the modalities of cooperation, nor are they obligated to collaborate in those activities where internal prohibitions exists or derived by law, institutional normatives, or customs.

The Parties shall meet annually in order to evaluate the results derived from the present Agreement and to propose new guidelines for the development of projects of mutual interest.

The Parties shall produce progress reports of achievements based on the present Agreement and shall communicate them to their respective Chancellery, as well as the bilateral departments determined by mutual agreement.

Both Parties agree to formulate the first Action Program within sixty (60) days after the signing date of the present Agreement.

ARTICLE VI

Collaboration of Additional Proposals

Notwithstanding the Annual Action Program referred to in Article V of the present Agreement, each Party may formulate additional proposals, as they may arise during the implementation of activities predetermined through the AAP.

ARTICLE VII

Coordination and Follow-Up Mechanism

In order to establish a mechanism and criteria for the coordination, supervision and evaluation of the activities carried out under the present Agreement, as well as to assure the best conditions for its execution, a Working Group, integrated by representatives of both Parties, shall be established, and coordinating each parties activities the following areas:

On behalf of the City of _____ (*name of the Mexican City*), of the State of _____ (*name of the Mexican State*) of the United Mexican States, is designated the (name of the city's office in charge of the Sister City's Program);

On behalf of the City of _____ (*name of the foreign city*), of the State of _____ (name of the foreign state/province) of _____ (name of the

country), is designated _____ (name of the foreign city's office in charge of the Sister City's Program);.

The Working Group shall meet periodically in a location agreed upon by the Parties, in order to evaluate the activities derived from the application of the present Agreement. The Working Group shall have the following functions:

- a) Make the necessary decisions in order to carry out the objectives of the present Agreement;
- b) identify the areas of common interest in order to elaborate and formulate specific projects;
- c) orientate, organize and formulate relevant recommendations in order to fulfill the activities of the present Agreement;
- d) receive, examine and approve the progress reports in the areas of cooperation within the present Agreement, and
- e) any other functions that the Parties may agree upon.

ARTICLE VIII

Financing

The Parties shall finance the activities referred to in the present Agreement with the assigned resources in their respective budgets according to the availability and terms of their legislation. Each Party shall pay the expenses related to its participation, except in the case that alternate financial mechanisms may be used for specific activities, if considered appropriate.

ARTICLE IX

Information, Material and Protected Equipment

The Parties agree that information, material and protected equipment deemed classified by national legislation for national security or foreign relation purposes of either Party, shall not be subject to transfer within the present Agreement.

When undertaking activities pursuant to this Agreement, any information, material and equipment which require or could require protection and classification is identified, the Parties shall inform the adequate authorities and establish in writing, the corresponding measures.

The transference of information, material and equipment, which is not protected or classified, but which exportation is regulated by one of the Parties, shall be done according to the applicable national legislation and should be identified, along with its intended use or subsequent transference. If any of the Parties consider it necessary, measures shall be taken to prevent the non-authorized transference or re-transference of such property.

ARTICLE X

International Instruments

The cooperation referred to in the present Agreement shall not affect the rights and duties which the Parties have acquired regarding other international instruments.

ARTICLE XI

Intellectual Property

If as a result of actions carried out in accordance with this Agreement, products of commercial value and/or rights of intellectual property are generated, these shall be determined by the applicable national legislation, as well as the International Conventions, which are binding for both Parties.

ARTICLE XII
Employment Relationship

The personnel assigned by each Party for the execution of activities derived from the present Agreement, shall continue under the direction and dependence of the institution to which he/she pertains, and shall not create any labor relation with the other Party, which in no case shall be considered as a substitute employer.

The Parties shall carry out the necessary procedures under their respective authorities in order to facilitate the entry and departure of participants who are officially involved in the projects derived from the present Agreement. Such participants shall be subject to the immigration, tax, customs, sanitary and national security laws of the receiving country and may not partake in any activity other than those pertaining to their functions, without the previous authorization of the competent authorities in this field.

The Parties shall encourage that the personnel involved in such activities have medical, personal damage and life insurance, so that, if a damage results from such activities derived from the present Agreement, repair or indemnification shall be covered by the corresponding insurance company.

ARTICLE XIII
Disputes Settlement

Any difference or divergence derived from the interpretation or application of the present Instrument shall be resolved by both Parties in common agreement.

ARTICLE XIV
Final Provisions

The present Agreement shall go into effect upon the date of its signature and shall remain in effect for up to a five (5) year period, and may be renewed for equal periods, by evaluation and acceptance by both Parties through written communication.

The present Agreement may be modified by mutual consent of the Parties, by formalizing it through written communications and specifying the date of its enforcement.

Either of the Parties may, at any moment, terminate the present Agreement by a written notification given to the other Party sixty (60) days in advance.

The anticipated termination of the present Agreement shall not affect the completion of the activities, formalized while it was in force.

Signed in the City of _____, _____, the _____ (day) of _____ (month) of _____ (year), in two original and official copies in the Spanish and _____ languages, all texts being equally authentic.

ON BEHALF OF THE CITY OF
_____,
OF THE STATE OF _____
OF THE UNITED MEXICAN STATES

ON BEHALF OF THE CITY OF
_____,
OF THE STATE OF _____
OF THE _____ (country)

[NAME OF THE MAYOR]
Mayor

[NAME OF THE MAYOR]
Mayor

HONORARY WITNESS