

MEMORANDUM OF UNDERSTANDING AMONG THE MINISTRY OF PUBLIC ADMINISTRATION OF THE FEDERAL GOVERNMENT OF THE UNITED MEXICAN STATES; THE GENERAL SERVICES ADMINISTRATION OF THE UNITED STATES OF AMERICA AND THE TREASURY BOARD OF CANADA, SECRETARIAT.

The Ministry of Public Administration of the Federal Government of the United Mexican States, the General Services Administration of the United States of America and the Treasury Board of Canada, Secretariat, hereinafter referred to as “the Participants”;

CONSIDERING the mutual interest in strengthening the links among the participating institutions, for the purpose of sharing successful experiences in areas of public administration;

ACKNOWLEDGING that the development of government policies is a priority in the countries of the participating institutions; and

RECOGNIZING the advantages of developing cooperation and technical assistance among the participating institutions, for the purpose of strengthening and further modernizing public administration;

Have reached the following understandings:



PARAGRAPH 1
OBJECTIVE

1. The objective of this Memorandum of Understanding (hereinafter referred to as “MoU”), is to promote cooperation and cooperative activities among the Participants for the purpose of strengthening and modernizing their federal public administration.

2. In particular, the Participants, within their respective jurisdictions, intend to encourage cooperation among Mexican, American and Canadian organizations to provide professional and technical assistance in strategies of administrative modernization and to facilitate their application, as well as to explore mechanisms to establish a more efficient administrative framework.

PARAGRAPH 2
AREAS OF COOPERATION

To achieve the objective of this MoU, the Participants, within their respective jurisdictions, intend to identify and carry out cooperative activities in areas of information and communication technologies for use or application in the federal public administration, particularly with regard to:

- a. Interoperability, but not including telecommunications interoperability;
- b. Technical standards for information exchange;

- c. Execution of digital projects except for those involving telecommunications or broadcasting; and
- d. Any other area jointly decided by the Participants.

The Participants seek to ensure that none of the activities described under this MoU, or the output of the processes they develop, address issues or topics that are related to telecommunications or that may conflict with any international agreements.

PARAGRAPH 3
MODALITIES OF COOPERATION

1. The cooperation among the Participants may be carried out through any or all of the following modalities:
 - a. Exchange of specialists and researchers;
 - b. Organization of seminars, workshops, and conferences;
 - c. Training of specialized personnel;
 - d. Exchange of technological tools and technical information, as well as laws and regulations;
 - e. Provision of professional and technical advice; and
 - f. Any other modality of cooperation that the Participants may jointly decide.

2. The Participants may formalize supplementary arrangements for the development of cooperative activities under this MoU.



PARAGRAPH 4
OTHER PARTICIPANTS

The Participants may invite public and private organizations to collaborate on any of the cooperative activities under this MoU.

PARAGRAPH 5
EXCHANGE OF INFORMATION

Any Participant receiving information within the framework of this MoU should not disclose such information to any third party without prior written consent of the Participant that has provided the information, subject to applicable domestic law.

PARAGRAPH 6
FINANCING

1. The Participants intend to develop cooperative activities that are considered in the supplementary arrangements under this MoU, subject to their respective domestic laws as well as the availability of sufficient funds.

2. Each Participant intends to make decisions about the resources, where appropriate, that it may provide for the development of the cooperative activities under this MoU.

3. Each Participant intends to bear the cost of its participation in the implementation of this MoU, subject to their respective domestic laws, as well as the availability of sufficient funds.

PARAGRAPH 7
FOLLOW-UP MECHANISMS

1. For adequate development and follow-up of the cooperative activities under this MoU, the Participants designate the following authorities:

a) For the Ministry of Public Administration of the Federal Government of the United Mexican States, the Undersecretary of Public Administration.

b) For the United States General Services Administration, the Associate Administrator for Citizen Services and Innovative Technologies.

c) For the Treasury Board of Canada, Secretariat, the Chief Information Officer of the Government of Canada.

2. The Participants may hold periodic meetings alternatively in the three countries, subject to their respective domestic laws and the availability of funds, to review and evaluate cooperative activities identified under this MoU.

PARAGRAPH 8
INTELLECTUAL PROPERTY

The Participants intend to protect intellectual property, if any, arising from cooperative activities under this MoU, in accordance with applicable international agreements, as well as the applicable domestic law in each country.

PARAGRAPH 9
FINAL DISPOSITIONS

1. Participation under this MoU is intended to commence on the date of its signature and to cease after four (4) years. The cooperative activities under this MoU are subject to the applicable domestic law in each country.
2. This MoU does not create legally binding rights or obligations under either domestic or international law.
3. This MoU may be modified, in whole or in part, by mutual consent of the Participants, formalized through written communications specifying the effective date of the modifications.
4. The Participants intend to resolve any differences regarding the interpretation or application of this MoU through mutual consultations.
5. The Participants intend to jointly review and evaluate the implementation of this MoU at least six (6) months prior to the date of its cessation.

6. Any Participant should endeavor to give advance notice of its intent to discontinue cooperation under this MoU through notification to the other Participants.

7. In the event this MoU is terminated early, Participants intend to decide jointly whether cooperative activities in progress will continue.

Signed in triplicate at the City of Mexico on July the 13th of two thousand and eleven, in Spanish, English and French languages.

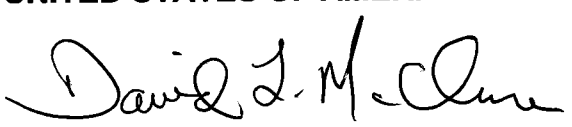
**FOR THE MINISTRY OF PUBLIC
ADMINISTRATION OF THE FEDERAL
GOVERNMENT OF THE
UNITED MEXICAN STATES**



**Rogelio Carbajal Tejada
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**FOR THE GENERAL SERVICES
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