



COOPERATION AGREEMENT BETWEEN THE CITY OF CHIHUAHUA OF THE STATE OF CHIHUAHUA OF THE UNITED MEXICAN STATES AND THE CITY OF ALBUQUERQUE OF THE STATE OF NEW MEXICO OF THE UNITED STATES OF AMERICA

The City of Chihuahua of the State of Chihuahua of the United Mexican States and the City of Albuquerque of the State of New Mexico of The United States of America hereinafter referred to as "the Parties";

ACKNOWLEDGING that the Parties have the intention of reaffirming their commitment to the dynamic bilateral partnership that the Parties have fostered as sister cities for the previous fifty-five (55) years, the same being grounded in mutual respect, economic synergy, cultural celebration and collaborative governance;

COMPELLED by the will to strengthen the existing bonds of friendship and cooperation between both institutions;

ATTENTIVE of fostering collaboration through the development of specific cooperation programs in matters of economic and industrial development, culture, education, tourism, and public safety;

AWARE as to the importance of exchanging experiences that contribute to the strengthening of said activities related to best practices;

WHEREAS the business, government, cultural, educational and personal interests of the citizens of the Parties would strengthen and expand with the growth of trade and exchange between the two sister cities; and

WHEREAS the Parties wish to re-establish this bilateral commission between Albuquerque and Chihuahua in accordance with the terms set forth herein.

NOW THEREFORE, AND BASED ON THE AFOREMENTIONED CONSIDERATIONS, THE PARTIES AGREE AS FOLLOWS:

ARTICLE I Objective

The objective of this Agreement is to establish the framework for the Parties to carry out cooperation activities in the areas of economic development, education, cultural, tourism and public safety.

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ARTICLE II Areas of Cooperation

In order to achieve the objective referred to in Article I, the Parties will carry out cooperation activities in the following areas:

a) Culture

To promote cooperation and exchange between the parties to disseminate their respective cultural heritage, in order to carry out a formal, professional and institutional exchange of information related to history and customs.

b) Education

To promote cooperation and academic exchange of students and/or academics between educational institutions of all levels to promote cultural, historical, and language exchange.

c) Economic and Industrial Development

To promote and generate the conditions for the organization and participation of activities of the Parties, including: trade missions, company exhibitions, fairs, seminars and forums where the authentic products and services of the Parties are exposed, in order to increase the flows of goods and services.

d) Tourism

To promote tourism between the Parties to publicize places of public and cultural interest.

Exchange information on dissemination and promotion of the main tourist attractions of the Parties, in order to increase the dynamics in this branch of economic activity.

e) Public Safety

Promote and generate the conditions for the exchange of good practices between the police and fire departments between both parties.

f) any other areas of cooperation the Parties may agree upon.

ARTICLE III Modalities of Cooperation

In order to achieve the objective of the present Agreement, the Parties may carry out cooperative activities that include, but are not limited to, specific collaboration programs, exchanges, and/or work programs (collectively, "Exchanges").

The execution of this Agreement will not be conditioned on the Parties establishing projects in all fields and modalities of cooperation referred to in this Article.

The Parties will not be obliged to collaborate in activities for which a prohibition exists, whether it is internal in nature, or derived from law, or custom.

The Parties will formulate Exchanges in a mutually agreeable manner and timing consisting of the activities or projects that contain at a minimum the information below, and which once formalized will be an integral part of this Agreement.



- a) objectives;
- b) execution schedule;
- c) allocation of human and material resources;
- d) financing;
- e) responsibilities for each of the Parties;
- f) publication of results; and
- g) any other information the Parties may see fit.

ARTICLE IV Financing

The Parties shall provide financing for the activities referred to in this Agreement, with resources allocated within their own respective budgets, according to availability, budgetary allocation, and the provision of law.

Each Party must provide for its own participation expenses, except in the case it is considered appropriate to resort to alternative financing mechanisms for specific activities, or if the Parties agree to specific financial arrangements for such activities.

ARTICLE V Participation of Third-Party Institutions

The Parties, when deemed convenient, will encourage the partaking of third-party institutions, public or private, whose activities directly affect the Areas of Cooperation, in order to strengthen and widen the mechanisms that provide for an effective execution of this Agreement.

ARTICLE VI Intellectual Property

If as a result of the cooperation activities under this Agreement, products of commercial value and/or intellectual property rights are generated, the rules, regulations and statutes of the applicable national legislation shall control, as well as international agreements on such matters, binding to both, the Mexican United States and the United States of America.

ARTICLE VII Data Protection

If at any moment during the deployment of the cooperation activities set forth by this Agreement, any data, material and/or equipment is identified as needing to be protected and classified, the Parties will inform the proper authorities, and shall establish, in writing, the corresponding measures to be taken.

The transfer of any unprotected and unclassified data should be carried out in accordance to applicable national legislation and use. Any such transfer will be duly identified.

At the request of any of the Parties, the reasonably required measures shall be taken to prevent unauthorized transfer or retransfer of such data, material or equipment.

ARTICLE VIII Temporary Import of Equipment and Material

The Parties will strive to grant each other the necessary administrative, fiscal and customs facilitations for the entry and exit into and from their territory, on a temporary basis, of the equipment and materials to be used in the carrying out of the projects, in accordance with their national legislation.

ARTICLE IX Follow-up Mechanism

In order to achieve the best conditions for the execution of this Agreement, the Parties shall appoint a respective representative for each, who will serve as coordinators to the follow-up of the cooperation activities referred to by this Agreement.

In order to achieve the best conditions for the execution of this Agreement, the Parties may establish a Work Group or Mixed Committee.

The coordinators may produce reports on the advancements made and provide the same to their respective points of contact, as well as any other bilateral stances they deem relevant.

ARTICLE X 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.

ARTICLE XI Personnel Entry and Exit

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 Exchanges derived from this 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 other official activity other than those pertaining to their functions, without the previous authorization of the competent authorities in this field.

ARTICLE XII Insurance

The Parties shall make sure that the participants involved in an Exchange have medical, personal damage and life insurance, so that, if a damage results from such activities derived from this Agreement, repair or indemnification shall be covered by the corresponding insurance company.

ARTICLE XIII Civil Liability

The Parties will not incur any civil liability due to or arising from damage produced as a consequence of an incidental event or force majeure event, particularly due to stoppage of academic or administrative activities.

ARTICLE XIV Other Related Instruments

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The cooperation under this Agreement shall be carried out without prejudice to the rights and obligations the Parties may have acquired under other international agreements binding them.

ARTICLE XV Settlement of Disputes

Any difference or divergence derived from the interpretation or application of this Agreement shall be mutually resolved in writing by the Parties hereto.

ARTICLE XVI Final Dispositions

This Agreement shall go into effect upon the date of its signature by both Parties hereto and shall remain in effect for five (5) years, and may be renewed for equal periods, upon mutual evaluation and acceptance, unless any one Party expresses its decision to terminate it, through written communication, six (6) months in advance.

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.

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

Signed in the City of Albuquerque, New Mexico, of the United States of America on the 5th day of May, 2025 in two original and official copies in the Spanish and English languages, all texts being equally authentic.

ON BEHALF OF THE CITY OF ALBUQUERQUE, NEW MEXICO OF THE UNITED STATES OF AMERICA ON BEHALF OF THE CITY OF CHIHUAHUA, CHIHUAHUA OF THE UNITED MEXICAN STATES

TIMOTHY M. KELLER
MAYOR OF ALBUQUERQUE

RENÉXAVIER CHAVIRA VENZOR DEPUTY MAYOR OF CHIHUAHUA

WITNESS OF HONOR

GABRIELA PATRICIA PINZÓN SÁNCHEZ HEAD CONSUL CONSULATE OF MEXICO IN ALBUQUERQUE