MEMORANDUM OF UNDERSTANDING BETWEEN THE GREATER HOUSTON LGBT CHAMBER OF COMMERCE AND THE CONSULATE GENERAL OF MEXICO IN HOUSTON

The Greater Houston LGBT Chamber of Commerce and the Consulate General of Mexico in Houston ("the Consulate General"), together hereinafter referred to as the "Parties",

CONSIDERING that Mexico is Houston's first export market and that the annual trade between both exceeds \$24 billion dollars;

TAKING INTO ACCOUNT that these trade exchanges between Mexico and the Greater Houston area have increased steadily over the last decade;

RECOGNIZING the importance of the establishment of strategic alliances and technology transfers, technical assistance, research and development, and new production systems that stimulate the development of business relations between Mexico and the Greater Houston area;

DEEPLY CONVINCED of the positive impact of the members of the LGBT, Mexican, and Mexican-American communities on the economy of the Greater Houston area:

FULLY BELIEVING in the significance on working towards the equality, inclusion and advance of all members of society;

CONSIDERING that the Greater Houston LGBT Chamber of Commerce and the Consulate General of Mexico in Houston and wish to cooperate towards establishing an adequate framework, whereby they can mutually support and enhance broader relations on business exchanges, community outreach, and cultural activities;

RECOGNIZING the need to develop greater knowledge of the markets in Mexico and the Greater Houston area, in order to support broadening the base of potential partners, investors and suppliers, who are willing to have an active participation within the business community in the region;

DESIRING to strengthen cooperation for the promotion of economic and commercial exchanges, and to establish a closer coordination, with the main objective to share strategic information and support initiatives aimed at promoting and stimulating contacts between the business communities of Mexico and the Greater Houston area;

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Agree upon the following:

ARTICLE 1 **OBJECTIVE**

The present Memorandum of Understanding (MOU) establishes the legal framework under which the Parties may develop joint activities of cooperation, aimed at favoring and promoting trade and bilateral investments, as well as establishing strategic alliances between private and public institutions in Mexico and the Greater Houston area.

ARTICLE 2 SPECIFIC SECTORS OF COOPERATION

The Parties shall promote commercial, investment, technology transfer and strategic alliance projects in specific sectors and mutual interest, including, but not limited to the following:

- Oil and gas exploration
- Petroleum refining
- Medical sciences
- Chemical and petrochemical industries
- Agro-industry and biotechnology
- Information Technologies (like artificial intelligence, geographic information systems, technology innovation, software development, telecommunications and electronics, among others)
- Hardware and building materials
- Pharmaceutical products
- Textiles and clothing
- Mining
- Tourism
- Education
- Financial and banking services
- Hospitality industry

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ARTICLE 3 DISTRIBUTION OF INFORMATION AND JOINT ACTIVITIES FOR COMMERCIAL AND TOURIST PROMOTION

The Parties shall promote and publicize the investment and commercialization of the goods and services opportunities offered by businesses people from Mexico and the Greater Houston area.

Similarly, the Parties commit to organize joint activities, such as forums, conferences or discussion panels, aimed at promoting business and trade opportunities in the aforementioned sectors, which may be the foundation over which both Parties will spread information regarding the most important aspects of the interests and relevance of the economic, tourism, trade development of markets in Mexico and the Greater Houston area.

ARTICLE 4 EXCHANGE OF INFORMATION

The Parties commit to exchange information on their respective activity programs. with the purpose of knowing the different events, fairs, exhibitions, seminars, missions and individual commercial visits, among others, to be held in Mexico and the Greater Houston area.

ARTICLE 5 VISITS AND MISSIONS

The Parties shall encourage the organization of reciprocal visits and missions of members of the business community and government representatives, in order to further strengthen promotion and exchanges between Mexico and the Greater Houston area. Each Party will carry out, within the scope of its attributions, the necessary support to contribute to their success.

ARTICLE 6 STRATEGIC AND JOINT VENTURE ALLIANCES

The Parties shall promote the establishment of strategic alliances, the creation of bi-national companies and the development of investment projects in Mexico and the Greater Houston area

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ARTICLE 7 TECHNICAL ASSISTANCE AND TRAINING

The **Parties** shall promote technical assistance and training in the sectors with potential for increasing trade and strategic alliances between Mexican and the Greater Houston businesses.

The **Parties** shall encourage the implementation of policies aimed at bolstering the participation of members of the LGBT community, gender equality, and the inclusion of all members of society within their projects.

ARTICLE 8 IMPLEMENTATION OF THE MOU

In order to ensure the efficient execution of this MOU, the **Parties** shall meet or establish direct or written communication, where necessary, to:

- Establish, if appropriate, joint cooperation programs as a complement to the specific activities they are conducting;
- To define the modalities for the development of the actions and projects envisaged in the framework of cooperation in the sectors of mutual interest identified in article 2;
- Review the progress of each of the activities undertaken under this MOU and evaluate the results;
- To redefine, if relevant, priorities and means of action:
- To study any other issue relating to the execution and proper functioning of this MOU.

ARTICLE 9 COMMUNICATIONS

To facilitate communications and exchanges relating to this MOU, the **Parties** designate the following representatives:

- By the Consulate General of Mexico in Houston: Consul General
- By the Greater Houston LGBT Chamber of Commerce: Co-founder, President & CEO



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ARTICLE 10 COORDINATION AND CONSULTATION MECHANISMS

The **Parties** shall establish the necessary mechanisms for consultation and coordination for conducting the cooperation and exchanges considered in undertakings involved in cooperation activities and exchanges provided for in this MOU.

ARTICLE 11 DISPUTE SETTLEMENT

Any controversy arising out of the interpretation or execution of this MOU shall be solved by mutual agreement between the **Parties**.

ARTICLE 12 PRIVILEGES AND IMMUNITIES

Nothing in this agreement shall constitute or be interpreted as an implicit or explicit waiver or a surrender of the rights, privileges and immunities afforded to **the Consulate General of Mexico in Houston** and consular staff under the Vienna Convention on Consular Relations, bilateral Agreements between the United Mexican States and the United States of America, or domestic legislation.

ARTICLE 13 FINAL PROVISIONS

Nothing within this Memorandum of Understanding nor anything related to it may be interpreted, in any sense, as the establishment of a legal association, joint venture, agency, exclusivity agreement or any similar relation between the **Parties**.

The employees of each of the **Parties** will not be considered agents or officials of the other **Party**. In this regard, the representatives of the **Greater Houston LGBT Chamber of Commerce** will not have right to the prerogatives, remunerations or reimbursements, nor will be authorized to agree upon commitments, on behalf of the **Consulate General of Mexico** or other agency of the Government of Mexico.

Each Party will be responsible for the development of the activities.

The present MOU may be amended, at any time, with the consent of the **Parties**, by means of the exchange of written communications.

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ARTICLE 14 ENTRY INTO FORCE

This MOU will be valid for three years, since the date of its signature. Unless one of the **Parties** communicate its intention to terminate it, through a written notice within three (3) months in advance, this MOU will be renewed automatically upon its expiry, for a similar period.

In the event that the validity of the MOU is not extended, the **Parties** shall take the necessary measures to contribute, within their reach, to the successful conclusion of any project in progress.

Signed in the city of Houston, on the 26th of June, 2020, in two original copies in English and Spanish, both texts being equally valid.

FOR THE GREATER HOUSTON LGBT FOR THE GENERAL CONSULATE OF CHAMBER OF COMMERCE MEXICO IN HOUSTON

Tammi Wallace

Co-founder, President & CEO

Alicia Kerber-Palma

Consul General