

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE SECRETARIAT OF AGRICULTURE, LIVESTOCK, RURAL
DEVELOPMENT, FISHERIES AND FOOD OF THE UNITED MEXICAN STATES,
AND THE DEPARTMENT OF FOOD AND AGRICULTURE OF THE STATE OF
CALIFORNIA,**

The Secretariat of Agriculture, Livestock, Rural Development, Fisheries and Food (SAGARPA) of the United Mexican States, and the Department of Food and Agriculture (CDFA) of the State of California, hereinafter jointly referred to as the Partners;

WHEREAS the United Mexican States and the State of California share a rich and common agricultural history that benefits the economies of both states;

WHEREAS SAGARPA promotes the comprehensive development of the agricultural, livestock and fisheries sectors within Mexico and provides for the sustainable use of its resources for balance growth among economic regions to strengthen productivity and competitiveness of agriculture products in new markets;

WHEREAS CDFA serves the citizens of California by promoting and protecting a safe, healthy food supply, and enhancing local and global agricultural trade, through efficient management, innovation, and sound science with a commitment to environmental stewardship;

WHEREAS the importance of the agricultural production, trade, and research is a priority among the Partners to provide farmers and ranchers in both states the resources to be sustainable, productive and successful in a global marketplace;

THEREFORE, THE PARTNERS PLEDGE THEIR INTENTION TO:

**FIRST PARAGRAPH
OBJECTIVES**

The objectives of the present Memorandum of Understanding are establishing the basis of cooperation between the parties to the performance of several activities of mutual interest in the agricultural areas, within their respective competencies and in conformity with their national applicable regulation.

SECOND PARAGRAPH COOPERATION ACTIVITIES

Aiming to achieve the objectives referred to in the first paragraph, participants shall endeavor their best efforts to perform the following cooperation activities:

- a) Strengthen communication between the Partners to foster greater cooperation and to adhere to the intent of this Memorandum.
- b) Promote the exchange of information in areas of conventional and organic agricultural production.
- c) Promote the exchange of information in areas of livestock breeding and beef trade.
- d) Cooperate on food safety issues, cross-border inspections and transportation logistics.
- e) Promote cooperation in climate change adaptation for farmers and ranchers.

THIRD PARAGRAPH AGREED UPON ACTIONS

Further, the partners will put forth their intention through the following agreed upon actions:

1. Establish an ongoing quarterly conference call between the Partners to include Departmental leads for the Plant and Animal Divisions and the identified international coordinator for each respected agency. The conference call will provide a general update on plant/animal issues and provide a format for greater cooperation.
2. Promote the sharing and exchange of information to better serve agricultural production and community access to safe, affordable and nutritious food while sustaining natural resources. CDFA will coordinate

with the University of California, Division of Agricultural and Natural Resources, to host a forum on California's Cooperative Extension Services to better inform and establish future collaborative connections between California and Mexico in agricultural extension and research. The forum, among other issues, will promote the exchange of information in the areas of water conservation, water quality, invasive pest management, environment and sustainability of irrigated agriculture and value added areas.

- 3.** Convene a meeting of the California State Board of Food and Agriculture to discuss cross-border agricultural inspection and shipment issues. The meeting will include representatives from the US/MX Government, agricultural exporters from Mexico and California as well as trade associations.
- 4.** Facilitate an exchange of information on organic agricultural production and standards to further trade cooperation between California and Mexico. CDFA in coordination with the California Certified Organic Farmers (CCOF), will develop an education tour and program for SAGARPA/SENASICA officials and affiliated trade association representatives. The education tour and program will review California's organic standards, certification process/inspection and production practices.
- 5.** Encourage the exchange of information and facilitation of beef/cattle trade between California and Mexico. Specifically, the development of an efficient and timely protocol that would facilitate the movement of U.S. raised cattle for harvesting in Mexico. Further, expanding bi-national cooperation, a pilot program would be developed, for consideration by federal authorities, allowing for the equivalency in USDA grading for U.S. raised cattle, harvested in Mexico. Through cooperation of state (Baja California, California) and federal (USDA and SAGARPA) officials a cooperative joint value chain for beef products can be developed.
- 6.** Collaborate with responsible state/federal authorities in the development of cross-border consumer educational materials focusing on important sanitary/phytosanitary issues (such as bovine tuberculosis, Exotic Newcastle Disease, and Asian Citrus Psyllid) to help mitigate/detect the

spread of invasive pests and diseases. To further this effort the Partners will jointly host a forum at the Border Governor's Conference in 2015 documenting cross-border consumer educational materials.

7. Organize a tri-national (California, Mexico, Canada) symposium focusing on the issue of climate change adaptation for farmers and ranchers. The purpose of this symposium is to strengthen the connection and role that agricultural production has in a changing climate and support the NAFTA region as a model for agricultural sector work (research and on-farm implementation) on climate adaptation.

The agreed upon activities and the terms by which those will be executed, shall be determined by the establishment of working groups agreed upon by the Parties. These working groups shall be an integral part of the Memorandum of Understanding to implement agreed upon activities.

FOURTH PARAGRAPH PARTICIPATING PERSONNEL

Each party shall carry out the necessary procedures with competent authorities, to grant the necessary authorizations and permits for the entry, stay and exit, of participants working under official capacity on agreed upon activities included within this Memorandum of Understanding. Such participants shall be subject to migratory, fiscal, customs, sanitary and national security regulations, in force at the receiving country and shall not be authorized to perform activities different from the original purpose of their visit, without previous authorization of competent authorities. Participants shall leave the visiting country in conformity with its laws and regulations in force.

FIFTH PARAGRAPH LABOR RELATIONS

The personnel assigned by each of the parties to carry out agreed upon activities will continue under the direction of institution to which he or she belongs, so no labor relation is created with the other, which will not be considered an employer.

**SIXTH PARAGRAPH
THIRD PARTY PARTICIPATION**

If the Partners deem it helpful or convenient and by their common agreement, individuals and entities from the private, public, academic, research, and other sectors may be invited to support the cooperative activities described herein, provided that they can directly and meaningfully contribute to the achievement of the objectives of this Memorandum of Understanding.

**SEVENTH PARAGRAPH
ASSESSMENT**

“The Parties” could prepare in a joint manner, reports and evaluations, considering comments from technical areas participating in the cooperation actions, to assess the progress and achievements obtained based on this Memorandum of Understanding.

“The Parties” will keep informed their respective international affairs offices, on the progress achieved at the actions of cooperation to which refers this Memorandum of Understanding.

**EIGHTH PARAGRAPH
DURATION**

Cooperation under this Memorandum of Understanding is effective on the date of its signature. Either Partner may discontinue its participation in this Memorandum of Understanding, through written communication to the other Partner at least thirty (30) calendar days in advance of the intended termination. Any ongoing cooperative activity approved or initiated not yet concluded shall continue to completion, unless otherwise agreed by the Partners.

**NINTH PARAGRAPH
FINAL PROVISIONS**

The Partners acknowledge that this Memorandum of Understanding is not intended to, and does not create, any legally binding rights or obligations, and will not be enforceable in any court of law or tribunal of any sort. The Partners declare in good faith to implement this Memorandum of Understanding to the fullest extent practicable

and feasible as determined by each Partner in its sole discretion.

Signed in Mexico City, Federal District, on the tenth day of December, two thousand fourteen, in two original texts in Spanish and English languages.

**FOR THE SECRETARIAT OF
AGRICULTURE, LIVESTOCK,
RURAL DEVELOPMENT,
FISHERIES AND FOOD**

**FOR THE CALIFORNIA DEPARTMENT
OF FOOD AND AGRICULTURE
THE UNITED STATES OF AMERICA**

ENRIQUE MARTÍNEZ Y MARTÍNEZ
SECRETARY

KAREN ROSS
SECRETARY

(Date)

(Date)