

# MEMORANDUM OF UNDERSTANDING BETWEEN THE MINISTRY OF TOURISM, CULTURE AND CIVIL AVIATION OF BELIZE AND THE SECRETARIAT OF TOURISM OF THE UNITED MEXICAN STATES ON COOPERATION IN THE FIELD OF TOURISM

The Ministry of Tourism, Culture and Civil Aviation of Belize and the Secretariat of Tourism (SECTUR) of the United Mexican States, hereinafter jointly referred to as "the Parties", and separately as "Party";

**AIMED** by the desire to develop and strengthen cooperation in the field of tourism between Belize and Mexico and to create reciprocal advantages for the benefit of the tourism sectors of both countries;

**RECOGNIZING** the importance of tourism as a determining factor of economic development and understanding between both countries;

**BEARING IN MIND** the provisions of the Agreement of Tourism Cooperation between the Government of Belize and the Government of the United Mexican States, signed in Mexico City on April 26, 1990;

Have agreed as follows:

#### ARTICLE I OBJECTIVE

The objective of this Memorandum of Understanding (MoU) is to develop and strengthen the cooperation between the Parties in the field of tourism, based on equal rights and mutual benefit, in compliance with their respective national legislation and international commitments undertaken by the Parties.

# ARTICLE II MODALITIES OF COOPERATION

In order to achieve the objective referred to in MoU, the Parties shall cooperate in the following activities:



- a) to develop initiatives that promote tourism to increase bilateral tourism flows, with emphasis on luxury tourism, adventure and nature tourism, sports tourism, sun and beach tourism, cultural tourism, and tourism organized for groups;
- b) to promote the image of their countries, participating in seminars, conferences, exhibitions, symposia and congresses related to tourism and related issues, as well as any other activity that poses a potential for tourism development in both countries;
- c) to encourage and support the exchange of experience, statistics, information materials, touristic destination, and any other information of mutual interest to their tourism sectors, including but not limited to the following information:
  - tourism resources and studies related to the sector;
  - volume and characteristics of their potential tourism markets;
  - legislation for the regulation of tourism activities;
  - research and development of tourism products;
  - experiences on medical tourism, rural tourism, cruise and sustainable tourism;
  - experiences on the development of cultural and culinary tourism;
  - experience in managing hotels and other lodging facilities for tourism, as well as for providers of tourist services, and
  - exchange of experiences and consulting of infrastructure development on sustainable integral projects and facilities touristic, in order to increase the touristic offer;
- d) to promote the implementation of training programs for students of both countries in the tourism sector;
- e) to encourage the flow of tourists through the diffusion of information materials on cultural events taking place in Belize and Mexico, and
- f) any other activity of common interest agreed upon by the Parties.

## ARTICLE III SPECIFIC COOPERATION PROGRAMS

For the execution of this MoU, the Parties shall formalize specific cooperation programs, which shall develop the following information:



3

- a) activities to develop;
- b) objectives;
- c) work schedule;
- d) assignment of the human and material resources;
- e) funding;
- f) responsibility of each of the Parties;
- g) information management;
- h) labor relation, and
- i) any other information deemed appropriate by the Parties.

### ARTICLE IV FINANCING

The Parties shall bear the cost of activities of cooperation referred to in this MoU, with resources allocated under their respective budgets according to their availability, budgetary appraisal and the provisions of their national legislation.

#### ARTICLE V INTERNATIONAL COOPERATION

The Parties shall expand the cooperation established in this MoU, within the framework of the World Tourism Organization (WTO) and any other agency or international forum in which Belize and the United Mexican States participate.

# ARTICLE VI INTELLECTUAL PROPERTY

If as a result of the cooperation activities under this MoU, products of commercial value and/or intellectual property rights are created, these shall be regulated for the applicable national legislation and international conventions on the subject, binding for Belize and the United Mexican States.

## ARTICLE VII INFORMATION PROTECTION

The Parties shall protect the integrity of information exchanged under this MoU in accordance with the provisions of the respective national legislation.



### ARTICLE VIII FOLLOW-UP MECHANISM

In order to have an adequate follow-up of this MoU the Parties designate the following as responsible areas:

On behalf of the Ministry of Tourism, Culture and Civil Aviation, the Ministry in its entirety will be responsible for the follow up of the MOU.

On behalf of SECTUR, the International Affairs and Cooperation Unit.

If one of the Parties changes the responsible area, such Party shall notify to the other Party of the designation of the new responsible.

# ARTICLE IX LABOR RELATIONS

The designated personnel by each one of the Parties for the execution of activities of cooperation shall remain under the direction and dependence of the institution to which they belong, so no labor relations shall be established with the other Party, which in no case shall be considered as a substitute or joint employer.

#### ARTICLE X ENTRY AND DEPARTURE OF PERSONNEL

The Parties shall lean on their competent authorities to grant the necessary facilities for the entry, stay and departure of the personnel who are officially involved in the activities of cooperation. These personnel shall be subject to the immigration, fiscal, customs, sanitary and national security legislation in force in the receiving country and shall not be able to participate in any other activity that does not pertain to their functions. The personnel shall leave the receiving country, in accordance with its laws and regulations.

## ARTICLE XI SETTLEMENT OF DISPUTES

Any dispute derived from the interpretation or application of this MoU, shall be solved by mutual agreement between the Parties.

4



## ARTICLE XII FINAL PROVISIONS

This MoU shall enter into force on the date of its signature and shall remain in force for a period of five (5) years, renewable for period of equal duration, previous evaluation of the Parties.

This MoU may be amended by mutual consent of the Parties. The amendments shall be formalized in writing, in which the date of its entry into force shall be specified.

Either of the Parties may at any time, terminate this MoU through written communication to the other Party with sixty (60) days in advance.

Termination of this MoU shall not affect the conclusion of the cooperation activities that have been formalized while it was in force, unless agreed otherwise by the Parties.

Signed in the city of Belize, on the 3<sup>rd</sup> day of October of two thousand and in two original copies in English and Spanish languages, both texts being equally authentic.

FOR THE MINISTRY OF TOURISM, CULTURE AND CIVIL AVIATION OF BELIZE

Manuel Heredia fr

José Manuel Heredia Jr. Minister

FOR THE SECRETARIAT OF TOURISM OF THE UNITED MEXICAN STATES

José An

Minister of Foreign Affairs

5