

**SISTERHOOD AGREEMENT BETWEEN THE CITY OF MAGDALENA DE KINO OF  
THE STATE OF SONORA OF THE UNITED MEXICAN STATES AND THE CITY  
OF SAN LUIS OF THE STATE OF ARIZONA OF THE  
UNITED STATES OF AMERICA**

The City of Magdalena de Kino of the State of Sonora of the United Mexican States and the City of San Luis of the State of Arizona of the United States of America, hereinafter referred to as “the Parties”;

**CONSIDERING** their interest to strengthen the friendship ties and cooperation that join both Parties;

**ACKNOWLEDGING** that the cities have the intention to develop collaborative activities under the law provisions of the State of Arizona, and the United States of America federal governments, and the United Mexican States, with particular attention to the terms related to business exchange, commerce, culture, and craftsmanship;

**DECLARING** their decision to strengthen their relationship of collaboration through the proper legal channels;

**CONVINCED** of the importance of establishing mechanisms that contribute to the development and strengthening of bilateral cooperation, as well as the necessity to execute projects and actions that are effective in the commercial and social development of both Parties;

**Have agreed to the following:**

## **ARTICLE I**

### **Objective**

The objective of this Agreement is to formalize the sisterhood between the City of Magdalena de Kino from the State of Sonora of the United Mexican States and the City of San Luis from the State of Arizona of the United States of America to foster agreement and understanding between them and the institutions in their respective territorial areas, to intensify common efforts, and to promote the exchange of experiences and execution of common activities.

## **ARTICLE II**

### **Areas of Cooperation**

To reach the objective of this Agreement, the Parties commit themselves to develop cooperative projects, specifically directed, but not limited to the following areas:

- a) promotion of business, investments, and commerce,
- b) promotion of culture,
- c) promotion of Tourism,
- d) government development (human resources improvement),
- e) education,
- f) science and technology,
- g) environment, and
- h) any other area of cooperation that the Parties may agree upon.

### **ARTICLE III**

#### **Modalities of Cooperation**

The Parties agree that the actions of cooperation which are referred to in this Agreement shall be carried out through the following modalities:

- a) exchange of significant economic data;
- b) collaboration in the search of partners and in the execution of joined promotional initiatives, as well as expositions, to strengthen projects already determined;
- c) business participation and promotion of respective cities in fairs, expositions, and conferences in both cities;
- d) cooperation between public and private companies;
- e) mutual comprehension and support, based on either city's available cultural resources, of tours, music performances, co-productions, and other artistic programs;
- f) joint collaboration between universities and research centers, and
- g) any other modalities that the Parties may agree upon.

### **ARTICLE IV**

#### **Extent of Ability under the Law**

The Parties commit themselves to carry out the modalities of cooperation referred to in Article III of this Agreement in accordance with their respective faculties, subject to the political and economic laws and regulations of their respective Governments.

**ARTICLE V**  
**Annual Action Programs**

In order to achieve the objectives of this Agreement, the Parties agree to formulate, through prior discussion, Annual Action Programs (AAP's), which shall become an integral part of this Agreement once they are formalized.

The AAP's shall be integrated with specific projects or activities, which must reference each of the following aspects:

- a) objectives and activities to develop;
- b) work agenda;
- c) profile, quantity, and duration of the assigned personnel to objectives and activities;
- d) responsibility of each Party;
- e) assignment of materials, personnel, and financial resources;
- f) evaluation mechanism and criteria, and
- g) any other appropriate information.

The operation of this Agreement shall not be conditioned to the signing Parties to establish projects in all the modalities of cooperation, nor are they obligated to collaborate in those activities where internal prohibitions exist or are derived by law, institutional norms, or customs.

The Parties shall meet annually in order to evaluate the results derived from this Agreement and to propose new guidelines for the development of projects of mutual interest.

The Parties shall produce progress reports of achievements based on this Agreement and shall communicate them to their respective Chancellery or its equivalent, as well as the bilateral departments determined by mutual agreement.

Both Parties agree to formulate the first Action Program within sixty (60) days after the signing date of this Agreement or at a time decided by agreement of the Parties.

## **ARTICLE VI**

### **Collaboration of Additional Proposals**

Notwithstanding the Annual Action Program referred to in Article V of this Agreement, each Party may formulate additional proposals as they may arise during the implementation of activities predetermined through the AAP.

## **ARTICLE VII**

### **Coordination and Follow-Up Mechanism**

In order to establish a mechanism and criteria for the coordination, supervision, and evaluation of the activities carried out under this Agreement, as well as to ensure the best conditions for its execution, a Working Group, integrated by representatives of both Parties, shall be established, and coordinating each parties' activities the following areas:

On behalf of the City of Magdalena de Kino, of the State of Sonora of the United Mexican States, is designated the Office of the Mayor or its designee.

On behalf of the City of San Luis, of the State of Arizona of the United States of America, is designated the Office of the Mayor or its designee.

The Working Group shall meet periodically in a location agreed upon by the Parties in order to evaluate the activities derived from the application of this Agreement. The Working Group shall have the following functions:

- a) make the necessary decisions in order to carry out the objectives of this Agreement;
- b) identify the areas of common interest in order to elaborate and formulate specific projects;
- c) orient, organize, and formulate relevant recommendations in order to fulfill the activities of this Agreement;
- d) receive, examine, and approve the progress reports in the areas of cooperation within this Agreement, and
- e) any other functions that the Parties may agree upon.

## **ARTICLE VIII**

### **Financing**

The Parties shall finance the activities referred to in this Agreement with the assigned resources in their respective budgets according to the availability and terms of their legislation. Each Party shall pay the expenses related to its participation, except in the case that alternate financial mechanisms may be used for specific activities if considered appropriate.

## **ARTICLE IX**

### **Information, Material and Protected Equipment**

The Parties agree that information, material, and protected equipment deemed classified by national legislation for national security or foreign relation purposes of either Party shall not be subject to transfer within this Agreement.

When undertaking activities pursuant to this Agreement, any information, material, and equipment that require or could require protection and classification is identified, the Parties shall inform the adequate authorities and establish in writing the corresponding measures.

The transference of information, material, and equipment that is not protected or classified but whose exportation is regulated by one of the Parties shall be done according to the applicable national legislation and should be identified, along with its intended use or subsequent transference. If any of the Parties consider it necessary, measures shall be taken to prevent the non-authorized transference or re-transference of such property.

## **ARTICLE X**

### **International Instruments**

The cooperation referred to in this Agreement shall not affect the rights and duties which the Parties have acquired regarding other international instruments.

## **ARTICLE XI**

### **Intellectual Property**

If, as a result of actions carried out in accordance with this Agreement, products of commercial value and/or rights of intellectual property are generated, these shall be determined by the applicable national legislation or other controlling law, as well as the International Conventions, which are binding for both Parties.

**ARTICLE XII**  
**Employment Relationship**

The personnel assigned by each Party for the execution of activities derived from this 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.

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 projects derived from this Agreement. Such participants shall be subject to the immigration, tax, customs, health, and national security laws of the receiving country and may not partake in any activity other than those pertaining to their functions without the previous authorization of the competent authorities in this field.

The Parties shall encourage the personnel involved in such activities to have medical, personal property damage, and life insurance so that if damage results from such activities derived from this Agreement, repair or indemnification shall be covered by the corresponding insurance company.

**ARTICLE XIII**  
**Disputes Settlement**

Any difference or divergence derived from the interpretation or application of this Instrument shall be resolved by both Parties in common agreement.

**ARTICLE XIV**  
**Final Provisions**

This Agreement shall go into effect upon the date of its signature and shall remain in effect for up to a five (5) year period and may be renewed for equal periods by evaluation and acceptance by both Parties through written communication.

This Agreement may be modified by mutual consent of the Parties by formalizing it through written communications and specifying the date of its enforcement.

Either of the Parties may, at any moment, terminate this Agreement by a written notification given to the other Party sixty (60) days in advance.

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

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Signed in the City of Scottsdale, County of Maricopa, State of Arizona, United States of America, the 28<sup>th</sup> day of September of 2023, in two original and official copies in the Spanish and English languages, all texts being equally authentic.

**ON BEHALF OF THE CITY OF  
MAGDALENA DE KINO,  
OF THE STATE OF SONORA,  
OF THE UNITED MEXICAN STATES**

**ON BEHALF OF THE CITY OF  
SAN LUIS,  
OF THE STATE OF ARIZONA  
OF THE UNITED STATES OF AMERICA**

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**Omar Ortez Guerrero  
Mayor**

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**Javier Vargas  
City Council Member  
for Mayor Nieves Riedel**

**HONORABLE WITNESS**

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