

**AGREEMENT BETWEEN THE MINISTRY OF THE ENVIRONMENT AND  
NATURAL RESOURCES OF THE UNITED MEXICAN STATES AND THE  
NATIONAL PARK SERVICE OF THE DEPARTMENT OF THE INTERIOR OF  
THE UNITED STATES OF AMERICA ON COOPERATION IN THE  
MANAGEMENT AND CONSERVATION OF NATIONAL PARKS  
AND NATURAL PROTECTED AREAS**

The Ministry of the Environment and Natural Resources of the United Mexican States (SEMARNAT), through the National Commission of Natural Protected Areas (CONANP), and the National Park Service of the Department of the Interior of the United States of America (NPS), hereinafter referred to as the "Parties";

**RECOGNIZING** the advanced cooperation that exists between CONANP and NPS in the sustainable management of natural resources and the establishment and conservation of natural protected areas that are their natural heritage;

**RECALLING** the Parties' "Joint Declaration of Sister Park Partnerships by the National Commission for Natural Protected Areas of the Secretariat of the Environment and Natural Resources of the United Mexican States and the National Park Service of the Department of the Interior of the United States of America" signed at Washington, March 23, 2006" hereinafter the "Declaration" and other instruments of cooperation;

**NOTING** the mutual interest in national parks and natural protected areas, for the purpose of conserving ecosystems and promoting ecotourism;

**RECOGNIZING** the mutual interest in strengthening cooperation between the Parties in the exchange of information and capacity building activities for the management and operation of national parks and natural protected areas;

**RECOGNIZING** that the national parks and natural protected areas of the Parties share numerous migratory wildlife species, similar ecosystems, and other transboundary resources that are best protected through international cooperation;

**RECOGNIZING** the advantages of facilitating, coordinating and amplifying efforts in conservation, management, development and research of natural resources in protected natural areas of interest to both Parties;

**RECOGNIZING** that the conservation policy in the United Mexican States contemplates working in coordination and consultation with rural communities to conserve and use in a sustainable way the natural protected areas and their resources, in a fashion that guarantees the preservation of biological diversity and equilibrium of ecosystems, seeking sustainable development;

**RECOGNIZING** that the mission of the NPS is to conserve the



natural and cultural resources of the U.S. national park system and to provide for the enjoyment of the same in such manner and by such means as will leave them unimpaired for the enjoyment of future generations;

**RECOGNIZING** the need for the joint development of appropriate strategies that support the conservation and restoration of biodiversity in the Parties' respective territories, including strategies to restore shared native species in the national parks and natural protected areas of the Parties;

Have agreed as follows:

## ARTICLE 1

This Agreement has as its objective the creation of a framework for cooperation between the Parties concerning: the conservation of natural protected areas and their biodiversity and, to the extent possible, the enjoyment of these areas by visitors and recognition of sustainable development alternatives for rural Mexican communities located in those areas; and the exploration of strategies for related cooperation with rural communities, citizens groups and scientific and other organizations of both countries accepted within the legal framework of each Party.

## ARTICLE 2

1. The Parties will meet periodically as necessary, but at least annually, preferably in person in a mutually agreed location or through electronic communication if necessary, in order to review, formulate and update ongoing and proposed cooperative technical projects and activities to accomplish the objectives of this Agreement.

2. Each Party will designate a Coordinator to direct, approve and monitor the progress of cooperative technical projects and activities developed to accomplish the objectives outlined in this Agreement. The Coordinators will be:

- For SEMARNAT, the Commissioner of CONANP or a designated representative.
- For NPS, the Director or a designated representative.

3. The Coordinators will be responsible for receiving documentation, reviewing and obtaining decisions on proposed cooperative projects and activities, and for all communications between the Parties regarding formal project proposals, schedules and responsibilities. The Coordinators may decide by mutual consent whether to approve proposed projects and to continue ongoing projects undertaken through this Agreement.



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4. Cooperative technical projects and activities carried out under the terms of this Agreement may be outlined in a biannual work program to be jointly negotiated and mutually approved by the Coordinators and developed as an annex to this Agreement. Documentation and information in support of the proposed projects and activities may be submitted by either Party and will contain:

- a) project description;
- b) project objectives;
- c) procedures;
- d) a calendar of events;
- e) a target conclusion date;
- f) a statement of required personnel;
- g) a statement of required equipment; and
- h) estimated costs for each Party.

The Parties may be considered principal collaborators on all projects and activities approved under the terms of this Agreement. Each project may be under the joint supervision of an NPS and CONANP team leader, selected respectively by the Coordinators for each of the Parties. The team leaders may jointly develop and submit a final report on each project.

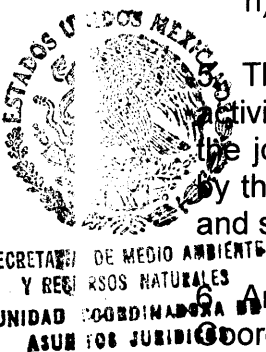
6. Any changes to the agreed projects shall require the concurrence of both Coordinators.

7. The Coordinators and Team Leaders from both Parties may meet as often as necessary in order to review and/or develop or carry out cooperative projects and activities.

8. Those projects and activities that, in the opinion of the Coordinators, require special or urgent consideration may be reviewed and approved by them at any time by mutual consent.

9. The Coordinators will prepare a report on the activities performed under this Agreement every two (2) years for informational and promotional purposes.

10. The Parties may coordinate their activities under this Agreement with those being conducted or planned under other related agreements, including the "Memorandum of Understanding on Cooperation for Wilderness Conservation between the National Park Service, U. S. Fish & Wild life Service and the Bureau of Land Management of the U. S. Department of the Interior and the U. S. Forest Service and Office of Ecosystem Services and Markets of the U. S. Department of Agriculture of the United States of America and the Secretariat of the Environment



and Natural Resources through the National Commission for Natural Protected Areas of the United Mexican States and the Parks Canada Agency of the Government of Canada”, signed at Mérida on November 7, 2009”, among others.

### ARTICLE 3

1. The cooperative activities under this Agreement may consist of exchanges of information on the management, enjoyment and use of natural heritage; exchanges of information regarding planning, management and operations of national parks and protected areas; courses, conferences, and symposia pertaining to the same; research in protected areas; and personnel exchanges in fields of mutual interest within the scope of ongoing programs of both countries and related to the objectives of this Agreement. Specific areas of mutual interest for cooperative activities may include, but are not limited to:

- a. collaboration between specialists in the research and management of natural heritage and natural resources, and in the planning and design of visitor programs and facilities;

development and support of “Sister Park” partnerships as outlined in the “Declaration”;

specialized projects related to the management of natural protected areas, including, but not limited to, arid and semi-arid environments and marine coastal zones;

specialized projects related to the understanding, conservation and restoration of shared migratory species and other transboundary wildlife and resources;

- e. specialized projects related to climate change;
- f. exchanges of information, courses and other capacity building projects that further the objectives of this Agreement;
- g. development of educational and public information focusing on the environment and in understanding natural protected areas and increasing the relevancy of parks and protected areas to society;
- h. completion of studies that will support, among other things, the identification and formulation of strategies for the rational and sustainable use of natural resources;
- i. technical cooperation to protect, conserve and maintain the flora and fauna protected by one or both Parties.



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Y RECURSOS NATURALES  
UNIDAD DE INVESTIGACIÓN Y  
ASISTENCIA TÉCNICA

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2. For any actions or commitments requested by CONANP that extend into subjects outside the scope of NPS, NPS may request, in a manner compatible with existing laws, regulations and policies of the United States of America, to involve other organizations or agencies of the United States of America to assist the development of this Agreement. For any actions or commitments requested by NPS that extend into subjects outside the scope of CONANP, CONANP may request, in a manner compatible with existing laws, regulations and policies of the United Mexican States, to involve other organizations or agencies of the United Mexican States to assist the development of this Agreement. The Parties will consult regarding the identity and parameters for the involvement of any such other organizations or agencies.

#### ARTICLE 4

Cooperation under this Agreement will be subject to the availability of funds, personnel, and other resources of each Party; as well as to the policies, laws and regulations of each country. Funding for each project will be determined in accordance with the terms and conditions jointly agreed by the Parties. Nothing in this Agreement abrogates or in any way infringes upon the sovereign rights and authorities of each of the Parties to exclusively manage, acquire, dispose of, or otherwise administer lands within their respective borders.

#### ARTICLE 5

Information transmitted by one Party to the Other under this Agreement will be accurate to the best knowledge and belief of the transmitting Party. The transmitting Party does not warrant the suitability of the information transmitted for any particular use of or application by the receiving party.

#### ARTICLE 6

Any differences in interpretation or application of this Agreement will be resolved solely by consultation of the Parties. Nothing in this Agreement will be construed to prejudice other existing or future agreements concluded between the United States of America and the United Mexican States, or to affect the rights and obligations of the United States of America and the United Mexican States under other international agreements to which they are a Party.

#### ARTICLE 7

1. This Agreement will enter into force upon signature and will remain in force for five (5) years.
2. This Agreement may be extended or amended by written agreement of the Parties, specifying the duration of the extension and the entry into force of the amendments.



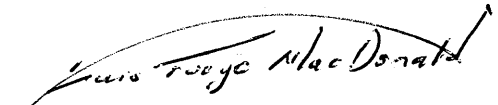

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3. This Agreement may be terminated at any time by either Party upon written notification from one Party to the other ninety (90) days in advance of such termination. The Parties will consult in a timely manner to determine the disposition of cooperative activities planned or underway at the time of notice of termination of this Agreement.

Signed at San Francisco, California this 14th of February, 2012, in duplicate in the English and Spanish languages, both texts being equally authentic.

**FOR THE MINISTRY OF THE  
ENVIRONMENT AND NATURAL  
RESOURCES OF THE UNITED  
MEXICAN STATES**

**FOR THE NATIONAL PARK SERVICE  
OF THE DEPARTMENT OF THE  
INTERIOR OF THE UNITED STATES  
OF AMERICA**

  
**Mtro. Luis Fuego Mac Donald**  
**National Commissioner of Natural  
Protected Areas**  
**Jonathan B. Jarvis**  
**Director**  
**National Park Service**

SECRETARÍA DE MEDIO AMBIENTE  
Y RECURSOS NATURALES  
UNIDAD COORDINADORA DE  
ASUNTOS JURÍDICOS



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EL SUSCRITO LICENCIADO WILEHALDO DAVID CRUZ BRESSANT, TITULAR DE LA UNIDAD COORDINADORA DE ASUNTOS JURÍDICOS DE LA SECRETARÍA DE MEDIO AMBIENTE Y RECURSOS NATURALES, CON FUNDAMENTO EN LOS ARTÍCULOS 26 Y 32 BIS DE LA LEY ORGÁNICA DE LA ADMINISTRACIÓN PÚBLICA FEDERAL, Y 14 FRACCIÓN XIII DEL REGLAMENTO INTERIOR DE LA SECRETARÍA DE MEDIO AMBIENTE Y RECURSOS NATURALES -----

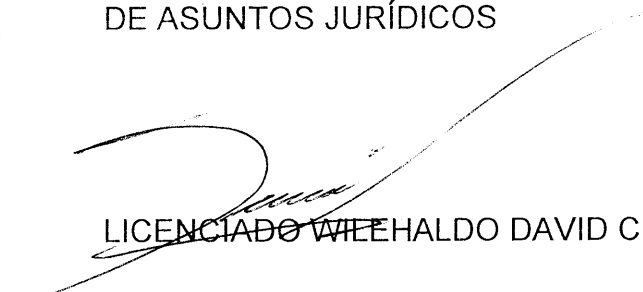
-----**CERTIFICA**-----

QUE LAS FOTOCOPIAS DE LA DOCUMENTACIÓN QUE ANTECEDE, TITULADO "AGREEMENT BETWEEN THE MINISTRY OF ENVIRONMENT AND NATURAL RESOURCES OF THE UNITED MEXICAN STATES AND THE NATIONAL PARK SERVICE OF THE DEPARTMENT OF THE INTERIOR OF THE UNITED STATES OF AMERICA ON COOPERATION IN THE MANAGEMENT AND CONSERVATION OF NATIONAL PARKS AND NATURAL PROTECTED AREAS", CONSTANTE EN SEIS FOJAS ÚTILES, CON TEXTO ÚNICAMENTE POR EL ANVERSO, CONCUERDAN FIEL Y EXACTAMENTE CON EL ORIGINAL DE LAS MISMAS, INCLUYENDO EL ORIGINAL DE LA FOJA NÚMERO 6, LA CUAL PRESENTA FIRMAS AUTÓGRAFAS, QUE TUVE A LA VISTA Y QUE OBRAN BAJO RESGUARDO EN LOS ARCHIVOS DE ESTA UNIDAD COORDINADORA DE ASUNTOS JURÍDICOS Y SE EXPIDEN PARA LOS EFECTOS LEGALES QUE PROCEDAN, EN LA CIUDAD DE MÉXICO, DISTRITO FEDERAL, A LOS CUATRO DÍAS DEL MES DE JUNIO DEL AÑO DOS MIL DOCE.-----

EL TITULAR DE LA UNIDAD COORDINADORA  
DE ASUNTOS JURÍDICOS



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Y RECURSOS NATURALES  
UNIDAD COORDINADORA DE  
ASUNTOS JURÍDICOS

  
LICENCIADO WILEHALDO DAVID CRUZ BRESSANT

Cotejó: LBC.