

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CONSULATE OF OF  
MEXICO IN CALEXICO AND THE CALEXICO UNIFIED SCHOOL DISTRICT FOR  
THE IMPLEMENTING OF THE PROGRAM “PROTECCIÓN AL PATRIMONIO” AT  
THE “PLAZA COMUNITARIA” AT CALEXICO UNIFIED SCHOOL DISTRICT**

The Consulate of Mexico in Calexico (hereinafter “the Consulate”), and the Calexico Unified School District (hereinafter “the Organization”), jointly denominated “the Parties”, have resolved to subscribe the next Memorandum of Understanding taking into account the following and the subsequent articulate:

CONSIDERING that consular functions are described in the Vienna Convention on Consular Relations of 1963 and in the Consular Convention between the United Mexican States and the United States of America of 1942;

CONSIDERING that the Government of Mexico, through the Institute of Mexicans Abroad (IME) and its consulates, has undertaken an active role in promoting the rights and well-being of Mexican nationals in the United States of America;

CONSIDERING that the Ministry of Foreign Affairs has defined as a strategic priority the comprehensive protection of the patrimony of Mexican nationals living abroad;

CONSIDERING that consular offices, “plazas comunitarias”, institutions and educational organizations and places that host mobile consulates and forums organized by immigrants associations in which “the Consulate” participates, are appropriate for the promotion of protection of patrimony, family economy and financial education;

CONSIDERING that the implementation of the program “Proteccion al Patrimonio” will be more effective if consular representations have as partners or allies financial and educational institutions, civil society organizations, and / or local authorities (eg. mayoralties);

CONSIDERING that the alliances should be made with non-profit organizations with proven experience and results in the provision of free tax preparation, financial education and / or guidance services on patrimony protection and economic empowerment issues, including: finance topics for education and family economy, how to open bank accounts from abroad, budgeting, savings, Individual Tax Identification Numbers (ITINs) and taxation, credit enhancement and debt reduction, amongst others.

CONSIDERING that the mission of Calexico Unified School District’s- Expanded Learning Programs is to provide additional services after school and summer for parents and families including family literacy instruction and parenting classes in the state of California since (MONTH/DAY/YEAR), as indicated in the document set out in Annex I;

CONSIDERING that Calexico Unified School District has legal residence in 901 Andrade Ave, Calexico, CA 92231, with telephone number 760-768-3800 and e-mail bhuerta@cusdk12.org and that Brisa Huerta, is authorized to accord and execute agreements in the name and representation of "the Organization" and agrees to execute this memorandum to provide its professional services to Mexican nationals.

Have agreed as follows:

## **ARTICLE 1 PURPOSE**

The purpose of this memorandum is to establish a binding agreement between both parties and to establish the responsibilities of each in the creation of the "Patrimony Protection Program" (hereinafter "the Program"). The Program's objectives is to provide training and guidance on protecting patrimony, family economy, as well as free, culturally and linguistically appropriate financial and educational guidance to provide financial education to the Mexican and Hispanic community.

"The Consulate" and "the Organization" sign this memorandum to establish their binding relationship within the framework of "the Program" which will provide education and guidance to the Mexican and Hispanic community in the state of California.

The signatories agree that this memorandum does not grant any exclusiveness with respect to the activities established in the memorandum and "the Parties" can collaborate without any restriction on similar activities with other persons or institutions.

## **ARTICLE 2 TERM**

The term of this memorandum will commence on November 17, 2017 and will continue until December 31, 2017, unless the same is terminated in advance in accordance with provisions of article 12 of this memorandum, or unless both parties agree to extending the term in writing.

## **ARTICLE 3 ACTIVITIES**

"The Consulate" and "the Organization" adopts by mutual binding agreement the following rules:

1. "The Parties" agree to develop a "Specific Program" which includes:
  - I. A work schedule containing the activities to be developed by "the Organization" with the purpose of fulfilling the objectives of the present instrument and the estimated costs of the same. Estimated costs should:
    - a) Be submitted in writing for each of the specific activities and actions referred in the "Specific Program" and the work schedule;

- b) Specify the name of the activity and specific action, target population, main objective of the project, specific objectives of each activity and specific actions, estimated overall cost, as well as program and work schedule.
      - II. The method through which “the Organization” shall provide the reports referred to in Article 6 to “the Consulate”.
      - III. The responsibilities for each of the "Parties" regarding verification of the resources exercised in the actions carried out in the framework of the “Specific Program”.
2. The Consulate shall, to the extent possible, grant “the Organization” the following free of charge:
  - I. Facilitate the use of its facilities to Calexico Unified School District and shall, to the extent possible, make the arrangements to get the facilities of the organizations that work with “the Consulate”, could be “plazas comunitarias, mobile consulates or events of immigrant organizations, to carry out the activities and services which it has committed to.
  - II. Free access to secure, high speed internet;
  - III. Refer individuals to participate in "the Program" through the different programs and services offered by "the Consulate";
  - IV. Access to materials produced by Mexican government agencies about financial education or financial services, when available;
  - V. Feedback on outreach materials produced, as well as about performance of "the Organization", including complaints and suggestions, in order to verify that the needs of "the Consulate" visitors are met, and for other Program-related purposes.
  - VI. Participation and support of "the Consulate" in the coordination of events and meetings related to "the Program", including public relations and learning events;
  - VII. Participation in regularly scheduled activities and / or conference calls regarding the status of "the Program". "The Parties" agree that meetings and / or conference calls shall begin on a bi-weekly basis and may subsequently be agreed upon a different frequency.
3. “The Organization” shall carry out the following, free of cost to "the Consulate":
  - I. Provide services and information, both English and Spanish, in any schedule agreed between “the parts” during business hours of the Consulate, mobile consulates and events carried out in plazas comunitarias and other activities of immigrant organizations. The services will be free cost for users, regardless their income and migratory status;
  - II. Supervise the services provided to the users of "the Consulate" to ensure that they are provided in a confidential way;
  - III. Supervise the quality of the services of "the Program";
  - IV. Supervise the storage of the information related to "the Program" in electronic format or printed in a safe place;
  - V. Distribution of materials for “the Program” in Spanish and English that cover the needs of the users of "the Consulate" developed, in collaboration with other

previously authorized external participants These materials will be distributed if "the Consulate" issues a written approval of its content;

- VI. Designate the appropriate personnel to serve as link with "the Consulate";
  - VII. Participate in regularly scheduled activities and / or conferences in relation to the status of "the Program";
  - VIII. Participate and support the "Consulate" in coordinating community events, visits to the "Mobile Consulate", and organizing meetings to replicate activities at the national level, as necessary;
  - IX. The Specific Program will detail the monthly goals and will contain a work schedule and specific activities, preferably in the four lines of action of the Program "Patrimony Protection", which are:
    - 1. - Direct financial advice on protection of patrimony in "the Consulate";
    - 2. - Counseling and financial education in "Plazas Comunitarias" and educational institutions (family economy);
    - 3. - Advisories on financial literacy and entrepreneurship in migrant organizations;
    - 4. - Financial workshops in "Health Windows" and "Mobile Consulates".
4. "The Consulate" will be responsible for providing information and material prepared by Mexican governmental institutions responsible on topics such as financial education, financial services, housing, retirement funds and pensions.

"The Organization" will be responsible for the distribution and diffusion of printed material provided by "the Consulate", concerning subsidy programs for housing acquisition, retirement savings funds, and financial education.

"The Organization" will refer the people interested in the programs of the government of Mexico provided by the Consulate to the person head of the Department of Community Affairs or the Coordinator of Financial Education of the Consulate. The Parties agree that specific activities and actions contained in the "Specific Program" and their corresponding work schedule do not limit the Parties' ability to carry out more activities as long as they strengthen the objective of this Memorandum of Understanding and are not contrary to the same, as well as the spending complies with current regulations and guidelines of austerity and transparency.

#### **ARTICLE 4**

#### **RELATIONSHIP BETWEEN THE PARTIES**

"The Consulate" and "the Organization" agree to be bound by and adopt the rules, procedures and guidelines for the use of resources of the Specific Program "Patrimony Protection", in order to comply with this memorandum of understanding.

Nothing in this Memorandum or related to the same shall be construed as establishing a legal association (for example, by way of clarification, a limited partnership), joint venture, agency, exclusivity agreement or other similar relationship between "The Consulate" and "the Organization" such that the employees of each of the "Parties" shall not be considered agents or

officers of the other party, hence, employees of "the Organization" shall not be entitled to prerogatives, immunities, remuneration or reimbursements nor shall they be authorized to commit to "the Consulate" or some other agency of the Mexican Government in expenses or other obligations.

"The Consulate" and "the Organization" are responsible for developing activities related to their own projects. "The Consulate" will not be responsible for the activities assigned to "the Organization" and this in turn will not be responsible for the activities assigned to "the Consulate". Neither "Party" may compel the other to perform any activity without the prior consent of such party.

Indemnification: "The organization" will exempt from liability, defend and hold harmless "The Consulate" with respect to legal proceedings, claims, costs and commitments arising from disputes concerning intellectual property, damages to the patrimony of the participants in the program or otherwise arising under this Memorandum and resulting from the acts or omissions of the organization, its agents or employees.

## **ARTICLE 5 FINANCIAL RESOURCES**

1. Financial contribution: For the execution of the "Specific Program", "the Consulate" will provide "the Organization" with a seed fund for the total amount of \$5,000.00 USD (Five thousand 00/100 American dollars) to fulfill the goals set by "the Consulate" in "the Specific Program"; insofar as "the Organization" commits to carry out the activities described in the "Specific Program", as well as to provide the original supporting documentation and explanation of the expenditure under the "Specific Program", not later than the first ten days after the month in which the resources were delivered. In case that the resources were delivered in one payment, supporting documentation would be delivered according to the best convenience for both parts.
2. The resources mentioned in the preceding paragraph shall be delivered by "the Consulate" to "the Organization" in monthly payments corresponding to the activities carried out by "the Organization" in that particular month, up to the total amount established in paragraph 1.
3. It shall be direct responsibility of "the Consulate" to ensure that the exercise of all the resources allocated for the implementation of the "Specific Program", subject to this memorandum and its respective goals, is carried out in strict compliance with the Policies and Budgetary Rules for the Offices of Mexico Abroad.

## **ARTICLE 6 VERIFICATION**

The Parties agree that "the Organization" will submit to the "Consulate" on a monthly basis the documents to verify the development of the specific activities and actions carried out under the

“Specific Program”, considering that it must be submitted in writing within the first 10 calendar days of each month.

"The Organization" must also present an overall report of the expenses incurred in the execution of each developed activity, lists of monthly evidence of the Mexican community attended, and include the original supporting documentation and justification of the expenditure.

In case that non-justified money is perceived within the global report of expenses, said sums must be sent to “the Consulate” within 10 days of the detection of this irregularity.

"The information sent by "the Organization" to comply with the verification referred to in this article shall omit personal data of the participants in the "Specific Program” in order to comply with the provisions of the Mexican Federal Law on Transparency and Access to Public Information.

## **ARTICLE 7 CONFIDENTIALITY**

The existence, nature, terms and conditions of this memorandum are strictly confidential and will not be disclosed by any of the "Parties" in any way, directly or indirectly, to any person or entity.

## **ARTICLE 8 INTELLECTUAL PROPERTY**

Intellectual property of any material and software prepared by its own account, and data resulting from the program will belong to "the organization”. Nonetheless, “The Consulate” can reproduce and distribute the materials with previous authorization of “The Organization”.

## **ARTICLE 9 PUBLICITY AND MEDIA COVERAGE**

1. “The Parties” will review all printed and electronic materials related to all activities and programs governed by the rules of this Memorandum prior to their publication and distribution. “The Parties” must grant approval in writing before any communication to the press, television, radio, or any other media, as well as any publication in any social media, or web page concerning any programs or obligations governed by this memorandum.
2. “The Parties” will make comments to the documents submitted by the other party without undue delay. Should this review indicate the need for modifications, the party who submitted the document will edit it and resubmit the draft to the objecting party for final approval.
3. “The Organization” and “the Consulate” may decide whether to be included as authors on any document submitted for publication as a result of this Memorandum; and which individual(s) within its organization will be cited as authors.

4. Neither party may be released from the binding effect and the obligations acquired under this memorandum without prior written consent by both parties.

## **ARTICLE 10 PRIVILEGES AND IMMUNITIES**

Nothing in this Memorandum shall constitute or be interpreted as an implicit or explicit waiver or a surrender of the rights, privileges and/or immunities afforded to “the Consulate” and consular staff under the Vienna Convention on Consular Relations, bilateral treaties between the United Mexican States and the United States of America, or domestic legislation.

## **ARTICLE 11 AMENDMENTS AND DISPUTE SETTLEMENT**

1. This memorandum can only be amended totally or partially, in writing and by mutual agreement between “the Parties”.
2. This memorandum is governed by the laws of the state of California and will be interpreted in conformity with the legislation of the above mentioned state.
3. In case a controversy, difference or claim derived from the present memorandum arises, "the Parties" will try to solve it promptly by means of direct negotiations based on good faith.
4. Any controversy that is not resolved in a period of sixty (60) calendar days from the date in which one of the parties has notified the other of the nature of the difference and of the measures to be taken to remedy it, the dispute shall be referred to the federal courts in the state of California.
5. Were a provision of the present memorandum found to be void, illegal or not feasible, the intention of "the Parties " is that the rest of the provisions do not turn out to be affected by the nullity; as long as no right of “the Parties” has been reduced in a substantial way.

## **ARTICLE 12 TERMINATION**

1. In case any Party decides to terminate this memorandum, it shall notify the other party giving no less than thirty (30) days notice in writing. If both parties agree in writing, upon the expiration date of such notice, this memorandum and everything contained therein shall automatically terminate.
2. After the expiration or earlier termination of this Memorandum, “the Organization” will provide to the Consulate any final report required in addition to a compilation of data from all previous

reports.

**ARTICLE 13  
NOTICES**

All notices, requests, authorizations, and other communications between “the Parties” under this Memorandum shall be made in writing and shall be deemed to have been given to the appropriate contacts and addresses provided below when: (i) delivered personally; (ii) sent by certified mail, return receipt requested; (iii) delivered by overnight or same day courier service in a properly addressed envelope with confirmation; or (iv) sent by fax or email and, unless receipt of the fax or e-mail is acknowledged by the recipient by fax or e-mail, deposited in a post office box regularly maintained by the United States Postal Service in a properly addressed, postage pre-paid envelope:

To “the Consulate”: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Attention: \_\_\_\_\_

To Calexico Unified School District:  
Address: 901 Andrade Ave., Calexico, CA 92231  
Phone: 760-768-3888  
Email: [bhuerta@cusdk12.org](mailto:bhuerta@cusdk12.org)  
Attention: Brisa Huerta-Price

**IN WITNESS THEREOF, the undersigned, duly authorized, sign this Memorandum on date stated above.**

Signed in \_\_\_\_\_, \_\_\_\_\_, United States of America, in three (3) originals in English and in Spanish.

**BY THE CONSULATE**

**BY THE INSTITUTION**

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\_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_  
**Consul General of México**

\_\_\_\_\_  
**Legal Representative**

**Dated:** \_\_\_\_\_

**Dated:** \_\_\_\_\_