



SISTER CITY AGREEMENT BETWEEN THE MUNICIPALITY OF APODACA, OF THE STATE OF NUEVO LEON, OF THE UNITED MEXICAN STATES AND THE CITY OF McALLEN, OF THE STATE OF TEXAS, OF THE UNITED STATES OF AMERICA.

The Municipality of Apodaca, of the State of Nuevo Leon, of the United Mexican States and the City of McAllen, of the State of Texas, of the United States of America, hereinafter referred to as "The Parties";

CONSIDERING the interest in deepening the bonds of friendship and cooperation that unite both Parties;

RECOGNIZING that international cooperation is one of the factors that positively impacts the resolution of challenges and that cities intend to develop collaborative activities, in accordance with the legislation of the United Mexican States and the United States of America, with special attention to areas related to Business Exchange, Tourism Promotion, Educational and Cultural Exchanges, Technical Assistance and Exchange of Good Practices, Institutional Strengthening, Urban Development and Handicrafts.

MANIFESTING their decision to deepen their commitment to collaboration through an appropriate legal framework;

CONVINCED of the importance of establishing mechanisms that contribute to the development and strengthening of a bilateral cooperation framework, as well as the need to implement projects and activities that have an effective positive impact on the economic and social progress of the Parties;

They have agreed as follows:

ARTICLE I
Objective

The objective of this Agreement is to formalize the twinning of the Municipality of *Apodaca*, of the State of Nuevo Leon of the United Mexican States and the City of *McAllen*



of the State of Texas, of the United States of America, to *promote bilateral cooperation, constitute tools that contribute to generate greater local growth, intensify common efforts, promote the exchange of experiences and best practices; this from a comprehensive and inclusive context, which contribute to the development of both Parties.*

ARTICLE II

Areas of Cooperation.

In order to achieve the objective of this Agreement, the Parties undertake to develop cooperative actions specifically targeted, but not limited to, the following areas:

1. **Business, trade and investment promotion**, through the exchange of trade missions to explore investment and trade opportunities that may develop between sister cities. The Parties shall encourage participation in exhibitions, fairs, trade fairs and business forums, as well as business and governmental meetings to encourage economic and business exchange; in order to increase flows of goods and services between the Parties;
2. **Educational exchange** gives the opportunity to students from the communities of the Parties to access to workshops, symposia, conferences, and internships. The Parties shall promote educational exchanges with preferential treatment to the inhabitants of each of them.
3. **Cultural exchange**, promote and permanently disseminate the history and regional traditions of the Parties, for which, they undertake to establish promotion mechanisms and spaces in which the understanding between both cultures is encouraged.
4. **Tourism Promotion**, The Parties shall establish promotional campaigns to disseminate the tourist attractions of the other Party. Both Parties will exchange the information required for this purpose and promote the sister community through the tourist offices and particularly promoting the air and land connectivity



routes that help the movement of people and goods between Parties. Each Party shall provide the required assistance to tourists coming from each of them; and

5. **Institutional Strengthening.** Exchange of best practices and experiences in urban planning, waste management, public safety, among others; as well as its form of government.
6. **Any other agreed by the Parties.**

The operation of this Agreement shall not be conditional on the Parties establishing projects in all the modalities of cooperation referred to in this Article.

The Parties shall not be obliged to collaborate in those activities in respect of which there is an internal prohibition derived from a law, institutional regulation or custom.

ARTICLE III

Modalities of Cooperation

The Parties agree that the cooperative actions referred to in this Agreement shall be carried out in the following ways:

- a) **Promotion and dissemination:** The Parties agree to carry out promotional campaigns for each other, through the local tourist offices, in order to publicize their main business and tourism attractions and encourage business and tourist trips of the sister cities.
- b) **Promotion of business, investment, and trade:** through the promotion of business tours to explore the commercial and investment possibilities that can be developed in the sister town.
- c) **Promotion, organization and participation of fairs, seminars, symposia, workshops and conferences:** which help to increase the promotion of each sister city.



- d) **Promotion of cultural, sports and artistic exchanges:** that offer outstanding people in these fields the opportunity to participate in international competitions, exhibitions and conferences in which they can share their achievements and learn from the experiences of their colleagues in the sister city;
- e) **Mutual understanding and support:** based on the cultural resources of each city, tours, concerts, co-productions, and other artistic programs.
- f) Exchange of information and best practices derived from the form of Government.
- g) Any other modality that the Parties agree.

ARTICLE IV

Competence

The Parties undertake to carry out the modalities of cooperation referred to in Article III of this Agreement, with absolute respect for their respective competences, regulations and political-economic directives of their respective government.

ARTICLE V

Annual Operational Programs

In order to achieve the objectives of this Agreement, the Parties agree to formulate, after consultation, Annual Operational Programs (AOP's) which, once formalized, shall form an integral part of this Agreement.

The AOP's will be integrated with the specific projects or activities, and must specify for each one, the following aspects:

- a) Objectives and activities to develop;
- b) Working schedule;



- c) Contact information for assigned staff;
- d) Responsibilities for each Party;
- e) Allocation of human, material and financial resources;
- f) Evaluation mechanisms, and
- g) Any additional information deemed necessary.

The operation of this Agreement shall not be considered to the signatory Parties establishing projects in all forms of cooperation, if they will be obliged to collaborate in those activities in respect of which there is an internal prohibition or derived from a law, institutional regulation or custom.

The Parties shall meet annually in order to assess the aspects arising from the implementation of this Agreement and to propose new guidelines for the development of projects of mutual interest;

The Parties shall report on progress and achievements based on this Agreement and shall communicate thereon to their respective foreign ministries, as well as to the bilateral departments in charge, determined by mutual agreement.

Both parties agree to formulate the first AOP within sixty (60) after the signing of this Agreement.

ARTICLE VI

Additional Proposals for Collaboration

Notwithstanding the formulation of the AOP's referred to in Article V of this Agreement, each Party may make proposals for collaboration arising in the course of the implementation of cooperation activities.



ARTICLE VII

Monitoring and Coordination Mechanism

For the establishment of a mechanism and criteria for the coordination, supervision, monitoring and evaluation of the cooperation activities carried out under this Sister City Agreement, as well as to ensure the most favorable conditions for its execution, a working group composed of representatives of both Parties will be established, serving as executing areas the following:

For the Municipality of Apodaca of the State of Nuevo Leon, of the United Mexican States, Hector Morales Rivera, City Secretary for the Municipality of Apodaca.

For the City of McAllen, Texas, United States of America, Mr. Luis Eduardo Cantu, Vice President for International Business for the McAllen Chamber of Commerce.

The working group shall meet at intervals and at such place as may be agreed by the Parties to assess the aspects arising from the implementation of this Agreement and shall be responsible for the following functions:

- a) To take the necessary decisions in order to fulfill the objectives of this Agreement;
- b) Identify areas of common interest for developing and formulating specific collaborative projects;
- c) To guide, organize and formulate the relevant recommendations for the implementation of the activities of this Agreement;
- d) To compile, review and approve, where appropriate, progress reports in the areas of cooperation of this Agreement, and
- e) Any other function which the Parties agree.



ARTICLE VIII

Financing

The Parties shall finance the activities referred to in this Agreement from the resources allocated in their respective budgets, in accordance with their availability and the provisions of their legislation. Each Party shall bear the costs related to its participation, except where alternative financing mechanisms may be used for specific activities, as deemed appropriate.

ARTICLE IX

Protected Information, Material and Equipment

The Parties agree that protected information, material and equipment, classified by national legislation for security purposes or for the purpose of foreign relations of each Party, shall not be subject to transfer in this Agreement.

When carrying out the activities of this Agreement, it is considered that any information, material or equipment requires or may require protection, the Parties shall inform the relevant authorities and establish in writing the appropriate measures.

The transfer of information, material and equipment which is not protected or classified, but which export is regulated by one of the Parties, shall be carried out in accordance with the applicable national legislation and shall be identified together with its subsequent use or transfer. If either Party deems it necessary, measures shall be taken to prevent the unauthorized transfer or retransfer of such ownership.

ARTICLE X

International Instruments

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



ARTICLE XI

Intellectual property

If, because of the cooperation actions carried out in accordance with this Agreement, products of commercial value and/or intellectual property rights are generated, these shall be governed by the applicable national legislation on the matter, as well as by international conventions that are binding on both Parties.

ARTICLE XII

Designated Personnel

The personnel commissioned by each of the Parties for the execution of cooperation activities under this Agreement shall work under the direction and dependence of the institution to which they belong, so that no employment relations shall be created with the other Party, which in no case shall be considered as a substitute employer.

The Parties shall make the necessary arrangements with the competent authorities to ensure that all necessary facilities are granted for the entry and exit of participants involved in the Projects arising from this Agreement. These participants will be subject to the immigration, fiscal, customs, health, and national security provisions in force in the receiving country and may not engage in any activity outside their functions without the prior authorization of the competent authorities in the matter.

The Parties shall promote that their personnel participating in the cooperation actions have medical, personal injury and life insurance, in the case of a resulting accident, resulting from the development of the cooperation activities of this Agreement, which merits reparation of the damage or compensation, this is covered by the corresponding insurance institution.



ARTICLE XIII

Participation of other Institutions

The Parties, in accordance with Article IV shall include civil associations or members of society to pursue relations between the inhabitants of both communities, for which each Party shall inform the sister city of the designated non-governmental body within a period not exceeding sixty (60) days of the signing of this instrument, this can contribute to the development of AOP's.

ARTICLE XIV

Dispute Resolution

Any difference or divergence arising from the interpretation or application of this instrument shall be resolved by both Parties by mutual agreement.

ARTICLE XIV

Final Provisions

This Agreement shall enter into force from the date of its signature and shall continue in force unless either Party decides to terminate it, by written communication, addressed to the other Party, six (6) months in advance.

This Agreement may be modified by mutual consent of the Parties, formalized through written communications, specifying the date of its entry into force.

The early termination of this Agreement shall not affect the conclusion of cooperation activities that would have been formalized during its term.



Signed in the city of McAllen, Texas, United States of America, on the sixth day of May of two thousand twenty-two, in three original copies in English, all texts being equally authentic.

**FOR THE MUNICIPALITY OF
APODACA, IN THE STATE OF NUEVO
LEÓN, UNITED MEXICAN STATES.**



**Cesar Garza Villarreal
Presidente Municipal**

**BY THE CITY OF MCALLEN, TEXAS,
UNITED STATES OF AMERICA.**



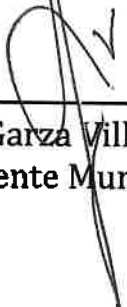
**Javier Villalobos
Mayor**



Signed in the city of McAllen, Texas, United States of America, on the twenty-second day of February of two thousand and nineteen, in three original copies in English, all texts being equally authentic.

**FOR THE MUNICIPALITY OF
APODACA, IN THE STATE OF NUEVO
LEON, UNITED MEXICAN STATES.**

**BY THE CITY OF MCALLEN, TEXAS,
UNITED STATES OF AMERICA.**




**Cesar Garza Villarreal
Presidente Municipal**



**Javier Villalobos
Mayor**

Honorary Witnesses



**Hugo René Oliva
Cónsul de México Adscrito
en McAllen**

**Yolanda Parra
U.S. Consul General
in Matamoros**