

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

The National Park Service of the Department of the Interior of the United States of America (NPS), and the Secretariat of Environment and Natural Resources (SEMARNAT) of the United Mexican States, hereinafter referred to as "the Parties",

RECOGNIZING the advanced cooperation that exists between NPS and National Commission of Natural Protected Areas (CONANP) of SEMARNAT, in the sustainable management of natural resources and the establishment and conservation of protected natural areas that are their natural heritage;

NOTING the mutual interest in national parks and other 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 informal education activities for the management and operation of national parks and other natural protected areas;

RECOGNIZING that the national parks and natural protected areas of the Parties share numerous migratory wildlife species, similar ecosystems, and other resources that are best protected and enjoyed through communication, consultation and 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 force in Mexico 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 policy of NPS is to conserve the resources and values of units 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, and that such conservation is best achieved through communication, consultation and cooperation;

RECOGNIZING the need for the joint development of appropriate strategies that support the conservation and restoration of biodiversity in both countries, including strategies to restore shared native species in the national parks of the United States and the corresponding protected natural areas of Mexico;

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 protected natural 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 country.

ARTICLE 2

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

2. Each Party shall 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 the National Park Service, the Director of NPS or a designated representative; and for SEMARNAT, the President of CONANP or a designated representative.

3. The Coordinators will be responsible for receiving documentation, for 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 shall decide by mutual consent whether to approve proposed projects and to continue ongoing projects undertaken through this Agreement.

4. Cooperative technical projects and activities carried out under the terms of this Agreement may be outlined in a work program to be jointly negotiated and mutually approved by the Coordinators. Documentation and information in support of proposed projects and activities may be submitted by either Party and shall contain a project description, project objectives, procedures, a calendar of events and target conclusion date, a statement of required equipment and personnel, and estimated costs for each Party.

5. The Parties shall be considered principal collaborators on all projects and activities approved under the terms of this Agreement. Each project will 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 will 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 to 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 transmit an annual summary report on activities under this agreement to the Natural Resources Working Group of the U.S.-Mexico Binational Commission.

ARTICLE 3

1. The forms of cooperative activities under this Agreement may consist of exchanges of information for the management, enjoyment, and use of natural heritage; equal exchange of information regarding planning, management, and operations of national parks and other natural protected areas and planning and conduct of 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, 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;
- b. Specialized projects related to the management of protected natural areas, including, but not limited to, arid and semi-arid environments and marine coastal zones;
- c. Exchange of information regarding the objectives of this Agreement;
- d. Development of educational and public information focusing on the environment and in understanding protected natural areas;

- e. Completion of studies that will support, among other things, the identification and formulation of strategies for the rational and sustainable use of natural resources;
- f. Technical cooperation to protect, conserve, and maintain the flora and fauna protected by one or both countries.

2. For any actions or commitments requested by SEMARNAT that extend into subjects outside the scope of NPS, NPS may seek, 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. For any actions or commitments requested by NPS that extend into subjects outside the scope of SEMARNAT, SEMARNAT may seek, 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. The Parties shall consult regarding the identity and parameters for the involvement of any such other organizations or agencies.

ARTICLE 4

Cooperation under this agreement shall 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 shall 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 Party under this Agreement shall 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 shall be resolved solely by consultation of the Parties. Nothing in this Agreement shall be construed to prejudice other existing or future agreements concluded between the United States and Mexico, or affect the rights and obligations of the United States and Mexico under international agreements to which they are a party.

ARTICLE 7

1. This Agreement shall enter into force upon signature and shall remain in force for five (5) years.

2. This Agreement may be extended or amended by written agreement of the Parties.

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

DONE at Washington this 23rd of March, 2006, in duplicate in the English and Spanish languages, both texts being equally authentic.

**FOR THE DEPARTMENT OF THE
INTERIOR OF THE UNITED STATES
OF AMERICA**



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

