

**MEMORANDUM OF UNDERSTANDING BETWEEN THE SECRETARIAT OF
AGRICULTURE DEVELOPMENT OF THE STATE OF BAJA CALIFORNIA IN THE
UNITED MEXICAN STATES AND THE CALIFORNIA DEPARTMENT OF FOOD AND
AGRICULTURE OF THE UNITED STATES OF AMERICA**

The Secretariat of Agriculture Development of the State of Baja California in the United Mexican States and the California Department of Food and Agriculture of the United States of America, hereinafter "the Parties";

CONSIDERING the interest of deepening the ties of friendship and cooperation that join both Parties;

RECOGNIZING that international cooperation is one of the factors that impact positively in solving problems affecting their corresponding communities;

EXPRESSING a desire to strengthen cooperation and coordination actions between the Parties in the production of food and agricultural products;

INTERESTED in promoting the development of specific programs of cooperation in animal and plant health and food safety;

CONVINCED that bi-national cooperation is essential to prevent diseases, pest or diseases related to plants or animals because of food in the border area;

RECOGNIZING the importance of establishing mechanisms that contribute to the development and strengthening of bilateral cooperation, as well as the need to execute projects and actions that are effective in economic and social development of both Parties;

AWARE of the importance of sharing experiences that contribute to strengthening the above-mentioned activities for the continuation and strengthening of phytosanitary and food safety programs in both States;

Have agreed as follows:

**ARTICLE I
Objective**

The objective of this Memorandum of Understanding [MoU] is to establish a legal framework applicable, for the Parties to carry out cooperative activities in the areas of animal health, plant health, and food safety.

ARTICLE II Cooperation Areas

To achieve the objective of this MoU, the Parties shall carry out cooperative activities in the following areas:

- a) Share topics of interest in animal health, plant health and food safety associated with public health and other issues relevant to agricultural production.
- b) Exchange information on animal health, plant health, and food safety within their respective jurisdiction on issues of importance to both Parties.
- c) Exchange information on pest and plant diseases, animal health and food safety programs conducted within their respective jurisdictions.
- d) Promote the exchange of information, technology and innovation within the agricultural sector of both Parties and among their respective jurisdiction.
- e) Further encourage the development trade between the Parties in commercial agricultural products.
- f) Explore other areas of interest of mutual agreement to the Parties, and related specifically to issues within agricultural sector.

ARTICLE III Modalities of Cooperation

The Parties agree that cooperation activities in this MoU, be carried out through the following modalities:

- a) Inspection and monitoring activities related to animal diseases, plant pests and diseases that may impact production, agricultural marketing and public health.
- b) Develop and promote mechanisms and procedures to react expeditiously to any contingency that may affect agricultural and public health.
- c) Improve on existing notification procedures between Baja California and California to inform all relevant units of sanitary interest issues or food safety in and around the border area.
- d) Encourage scientific and technological exchanges between the Parties to improve the prevention, detection, control and eradication of animal diseases, and plant pests and diseases responsible for illness that may result from the consumption of fresh food.

- e) Coordinate the use of its resources and personnel to support the emergency caused by the outbreak of animal diseases, plant pests and diseases from the consumption of fresh food in and around the border area.
- f) Encourage the Secretariat of Agriculture, Livestock, Rural Development, Fisheries and Food (SAGARPA) and the United States Department of Agriculture (USDA) to work together in order to strengthen surveillance, detection and reporting procedures along the United States– Mexico border.
- g) Urge the USDA and SAGARPA to recognize areas and regions free of pests and/or diseases in Baja California and California to enhance agricultural trade.
- h) Encourage the development of an international certification program for the import/export of agricultural products based on transparency and the scientific basis of sanitary/phytosanitary restrictions related to agricultural trade.
- i) Promote the development and implementation of a certification program for voluntary quality assurance programs/protocols (such as good agricultural practices) that reduce the risk of chemical, physical and microbiological contamination on the food supply.
- j) Support agricultural trade, promotional events and strategic partnerships between producers and processors of both Parties, through the timely exchange of information and the development of commercial relations.
- k) Support efforts to promote the use of natural resources in the region by way of maintaining the ecological and economic sustainability of the two Parties.
- l) Other areas of interest, that is of mutual agreement to the Parties, and related specifically to issues within agricultural sector.

The development of this MoU shall not be conditional upon the Parties to establishing their own projects in all areas and modalities of cooperation under this Article.

The Parties are not required to cooperate in activities for which there is an internal prohibition by law, institutional policy or custom ban.

ARTICLE IV Competencies

The Parties agree to carry out modalities of cooperation expressed on Article III of this MoU, with all due respect on both competencies and political-economic policies of each Government.

ARTICLE V Work Programs

The Parties shall draft Work Plans containing the following information:

- a) Objectives
- b) Implementation schedule
- c) Allocation of human and material resources
- d) Funding
- e) Responsibility of each Party
- f) Dissemination of results
- g) Any other information that the Parties deem appropriate to meet the objectives above.

ARTICLE VI Monitoring and Supervision Mechanisms

Establish a mechanism for proper coordination, supervision, follow-up and assessment of cooperative activities under this MoU, for which are designated as representatives of the Parties to the following;

For the SEFOA all the communication will be directed to:

Contact: Dra. Belem Dolores Avendaño Ruiz, Directora de Inspección,
Sanidad e Inocuidad
Address: km. 22.5 de la carretera Mexicali – San Luis Rio Colorado, Ejido
Sinaloa, Mexicali, Baja California, C.P. 21350.
Phone number: (686) 551-73-15 and 16
E-mail: bavendano@baja.gob.mx

For the CDFA all the communication will be directed to:

Josh Eddy
Address: 1220 N Street, Room A 400, Sacramento, California, EUA
Phone number: 916-654-0433
E-mail: josh.eddy@cdfa.ca.gov

If one of the Parties decides to change the contact, this shall be informed and the new contact will be delivered.

ARTICLE VII Funding

The Parties will finance the activities covered by this MoU with the resources allocated in their budgets, according to their availability, budget affectation and the provisions of its national law concerns.

Each Party shall bear the costs of participation including labor expenses; so the application of this Instrument does not imply the allocation of resources by the Parties.

ARTICLE VIII International Instruments

The cooperation under this MoU shall not affect the rights and obligations which the Parties have acquired under other international instruments.

ARTICLE IX Participation of Other Institutions

The Parties shall, if considered appropriate, encourage the participation of other public and private institutions whose activities directly affect the areas of cooperation, with the aim of strengthening and expanding mechanisms to support effective implementation of this MoU.

ARTICLE X Information Protection

If during the implementation of cooperation activities referred to in this MoU information, material and/or equipment that requires protection and/or classification is identified, the Parties shall inform the competent authorities and established, in writing, the appropriate action.

ARTICLE XI Intellectual Property

If as a result of cooperative activities under this MoU, products of commercial value and/or intellectual property rights are generated, they are governed by the applicable national law.

ARTICLE XII Availability of Personnel

All activities undertaken pursuant to this MoU, and all personnel designated by the Parties for the execution of those activities undertaken pursuant to this MoU are subject to the applicable laws of the receiving country when in that country. Such

personnel, if visiting the other Party to participate in an activity pursuant to this MoU, shall not engage in any activity unrelated to their duties.

ARTICLE XIII
Interpretation and Dispute Resolution

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

ARTICLE XIV
Final Provisions

This MoU shall become effective upon its signature, and shall remain in effect for four (4) years subject to the provisions below.

This MoU may be modified at any time by mutual consent of the Parties. Any modification shall be made in writing and specify the date on which such modification is to become effective.

Any of the Parties may at any time, withdraw from this MoU by providing a written notice to the other Party thirty (30) days in advance.

The termination of this MoU shall not affect the conclusion of the cooperation activities that may have been formalized during the term of this MoU, unless the Parties mutually decide otherwise.

Signed in Mexicali, Baja California on June 14th, 2016 in two original copies in the Spanish and English languages, being both texts equally authentic.

**FOR THE SECRETARIAT OF
AGRICULTURE DEVELOPMENT OF
THE STATE OF BAJA CALIFORNIA IN
THE UNITED MEXICAN STATES**


Manuel Valladolid Seamanduras
Secretary

**FOR THE CALIFORNIA
DEPARTMENT OF FOOD AND
AGRICULTURE OF THE UNITED
STATES OF AMERICA**



Karen Ross
Secretary