



**MEMORANDUM OF UNDERSTANDING BETWEEN _____ (1) AND
_____ (2) REGARDING THE FINANCIAL EDUCATION OF
MEXICAN NATIONALS**

This Memorandum of Understanding (MoU) is made and entered into by and between the Consulate (General) of Mexico in _____ (3), duly represented by the Consul of Mexico in _____ (4), hereinafter referred to as "THE REPRESENTATION" and by _____ (5), hereinafter referred to as "THE INSTITUTION", represented by _____ (6), in his/her capacity as legal representative, in consideration of the declarations and clauses that follow:

Considering:

- a) That "THE REPRESENTATION" is a consular office of the government of Mexico, whose attributions are established in the Consular Convention between the United Mexican States and the United States of America of 1942 and in the Vienna Convention on Consular Relations dated April 24, 1963 and, for this specific case, in Article 5 part e) of the same convention, as well as Articles 1 bis, 2, 12 y 44 of the Foreign Service Law, and 58, 65, 70 and 78 of its Rules and Regulations.
- b) That the Government of Mexico deems as a priority the protection and assistance to its nationals living abroad.
- c) That providing information on money remittances to Mexico, including the opening of bank accounts, is based upon the "THE REPRESENTATION"'s consular function of "helping and assisting nationals, both individuals and corporate bodies, of the sending State," as stated in Article 5 part e) of the Vienna Convention on Consular Relations, as well as Article 44 of the Mexican Foreign Service Law and Articles 70 and 78 of its Rules and Regulations.
- d) That "THE INSTITUTION" is a nationally chartered financial institution established under the laws of the United States of America, legally entitled to operate as such and to enter into this MoU by its duly authorized legal representative.

Now, therefore, the Parties agree to cooperate as follows:

**Article I
Objective**

The objective of this Memorandum of Understanding (MoU) is to create a framework for the collaboration between the Parties, with the goal of implementing an inclusion and financial education program (hereinafter "THE PROGRAM"), at the headquarters of "THE REPRESENTATION", that allows to inform continuously about secure methods of money transfer to Mexico, the advantages of bancarization,

workshops and financial education seminars which aim to benefit Mexican nationals who reside abroad.

Article II Scope of the Cooperation

“THE REPRESENTATION”, to the extent it deems possible, agrees to:

1. Provide and inform “THE INSTITUTION” about the specifications and safety features of the Consular ID card (*Matrícula Consular*) in a timely manner, for its recognition and acceptance as a valid form of identification used by the Mexican community for any financial instrument or mechanism. Likewise, “THE REPRESENTATION” will notify “THE INSTITUTION” of any changes or edits to the current Consular ID card.
2. Designate a physical space to place the fixture and/or stand provided by “THE INSTITUTION” (if any), in order to display printed information that “THE INSTITUTION” would provide for distribution.
3. Allow “THE INSTITUTION” to display brochures, flyers, and printed materials related to the paragraph above that “THE INSTITUTION” may periodically provide. These materials should contain information of interest to Mexican citizens regarding “THE PROGRAM”.
4. The materials containing the information described on previous paragraphs can only be displayed on the shelf and/or stand, or other location mutually agreed upon by the parties (the “LOCATION”). The “LOCATION” must be inside the consular premises; any promotion done outside of the indicated area or its environs is outside the scope of this MoU and, therefore, is not the responsibility of “THE REPRESENTATION”.
5. Offer a “Workshop on Banking Services” when “THE REPRESENTATION” considers it convenient in order to better inform and guide interested individuals. This may be done to provide information on opening bank accounts and other related banking services; which shall provide information on secure methods of money transfer and on fair price for this service, as well as issues of interest to the community regarding financial education. These workshops will be organized with the agreement and participation of “THE INSTITUTION”. During the workshops, banking operations of any type will not be conducted. For these operations, interested individuals must go to the offices of “THE INSTITUTION”.

“THE INSTITUTION”, to the extent it deems possible, agrees to:

1. Recognize and accept the Consular Identification as a valid form of identification to use any service or financial resource provided by "THE INSTITUTION" including the opening of debit, credit, savings accounts and financial assistance.
2. Install at "THE REPRESENTATION" a fixture and/or stand in which "THE INSTITUTION" can display information regarding "THE PROGRAM" in accordance with the above paragraphs.
3. Identify the fixture and/or stand with the following title: "information on financial education and money transfers to Mexico" or similar language mutually acceptable to "THE REPRESENTATION" and "THE INSTITUTION". The sign must be previously authorized by "THE REPRESENTATION" in order to ensure its suitability for the intended purposes.
4. Include a disclaimer in the material for distribution that must state or otherwise imply: "This information is provided by the institution to guide the public on certain financial and banking services. The Consulate of Mexico is not responsible for the services offered or rendered".
5. Provide material for distribution to "THE REPRESENTATION" upon request, provided that "THE INSTITUTION" is under no obligation to provide a greater number of printed materials at any given time than "THE INSTITUTION" deems commercially reasonable. If "THE REPRESENTATION" considers any of the printed material to be inadequate within the terms of this memorandum, it may refuse to distribute it and may request new material from "THE INSTITUTION". Such request must be in writing and directed to the Coordinator identified in this Agreement.
6. Provide "THE REPRESENTATION" with a list of people who are authorized by "THE INSTITUTION" to deliver the printed material to "THE REPRESENTATION". For delivery of the informational material, the hours and location assigned to "THE INSTITUTION" must be respected.
7. "THE INSTITUTION's" authorized personnel are not agents or employees of "THE REPRESENTATION"; therefore, such personnel will not act on behalf of "THE REPRESENTATION" under any circumstances. Nor will it be considered that a relation, tie or link of any kind - job-related, contractual, non-contractual or any other type- exists between the personnel mentioned in the above paragraph and "THE REPRESENTATION".
8. No commercial banking or financial transactions may take place inside of "THE REPRESENTATION"; except those in which "THE INSTITUTION" can request personal information and application information from any interested individuals as long as the information is given voluntarily with the sole purpose of inviting them to enter into a banking relationship with "THE INSTITUTION".

9. "THE INSTITUTION" will not open any bank accounts or provide any other financial product or service Inside "THE REPRESENTATION", All requests are subject to review and approval by "THE INSTITUTION" at its sole discretion; all authorized accounts belong to "THE INSTITUTION" and are subject to all terms and conditions imposed by "THE INSTITUTION". "THE INSTITUTION" is bound by state and federal law to maintain confidentiality of its customer relationships and customer data, and therefore, "THE INSTITUTION" shall not advise "THE REPRESENTATION" of the outcome of or reasoning behind the decision to open or close any account.
10. All information that "THE INSTITUTION" obtains from applications done on "THE REPRESENTATION's" premises is confidential and proprietary to "THE INSTITUTION". "THE INSTITUTION" may maintain separately all information that it obtains as a result of an account or an application for an account or any other financial product or service. This information becomes part of "THE INSTITUTION's" own files and shall not be subject to this MoU.
11. By signing this MoU, "THE INSTITUTION" agrees to hold "THE REPRESENTATION" free from liability for any damages to "THE INSTITUTION" caused as a result of the transactions and activities contemplated by this MoU. "THE REPRESENTATION" likewise agrees to hold "THE INSTITUTION" free from liability for any damages to "THE REPRESENTATION" causes by transactions and activities as contemplated by this Agreement.

Article III Domiciles

For the legal effects of this MoU, "THE REPRESENTATION" declares as its address: _____; for the same effects "THE INSTITUTION" declares as its address: _____.

Each party will notify the other, in writing, within five natural days, if such address, telephone number or mail is changed.

Article IV Mechanism of Coordination and Supervision

In order to ensure the compliance and progress of this Agreement, the parties designate the following individuals as "Coordinators:"

On behalf of "THE REPRESENTATION," _____ (9), who declares as its address _____ (10).

On behalf of "THE INSTITUTION", _____ (11), who declares as its address _____ (12).

The Coordinators or a representative previously designated will meet periodically at the request of either, within five (5) working days advance notification, to evaluate the results of “THE PROGRAM” and to discuss any related issue. It is also agreed that there will be circumstantiated minutes for all meetings signed by the Coordinators.

In addition, “THE INSTITUCION” and “THE REPRESENTATION” agree that the first meeting of the Coordinators should be held within thirty (30) natural days of the signing of this memorandum and should aim to:

- a) Coordinate a calendar of activities to initiate and develop “THE PROGRAM”;
- b) Establish the requirements of the physical space needed;
- c) Determine the quantity and content of the material that will be provided by “THE INSTITUTION”, the titles of the materials and delivery periods;
- d) Establish the characteristics of the flyers, posters, that will be published as part of “THE PROGRAM”;
- e) Any other that may be deemed necessary for effective implementation of “THE PROGRAM”.

If the result of the first meeting between Coordinators do not meet with either party’s satisfaction, such party may terminate this memorandum immediately with no further responsibilities or obligations to either party.

Article V Privileges and Immunities

Nothing in this MoU shall constitute or be interpreted as an implicit or explicit waiver or a surrender of the rights, privileges and/or immunities afforded to “THE REPRESENTATION” under the Vienna Convention on Consular Relations or on the Consular Convention between the United Mexican States and the United States of America, nor implies, under any circumstances, that there is or there could be an employment relationship between “THE REPRESENTATION” and/or its employees and the “THE INSTITUTION”, and/or its employees under this MoU.

Article VI Settlement of Disputes

The parties state that this document is a product of their good faith and that they will take all reasonable measures for its fulfillment, but should there be any discrepancy in its interpretation, it will be resolved jointly and in writing.

**Article VII
General Dispositions**

This memorandum is based on the principle of non-discriminatory treatment towards any banking institution that would like participate in similar activities to those outlined in "THE PROGRAM", as long as such institution signs a similar MoU.

This memorandum will be effective on the date of its signature and will remain in force until either party decides to terminate it. It may be terminated by either party by notifying the other party in writing at least thirty (30) working days prior to the termination date. If the MoU is terminated, "THE REPRESENTATION" should provide "THE INSTITUTION" reasonable time to pick up its materials and its fixture and/or stand during "THE REPRESENTATION'S" regular business hours.

This MoU may be modified by the Parties. The amendments should be done in writing, including the date when it will become effective. Any amendment or modification should be made within at least twenty (20) working days prior to the effective date.

The parties will not be responsible for any consequences arising from a delay in the implementation and development of "THE PROGRAM", deriving from lack of compliance due to causes of *force majeure* or unforeseen circumstances or for any reason related to the diplomatic or consular functions of "THE REPRESENTATION".

In witness whereof, the parties hereto have read and signed this document in two copies, in English and Spanish, both texts being equally valid and authentic.

_____ (13), on the ____ day of _____ (14) in the year 2016.

FOR "THE INSTITUTION"

FOR "THE REPRESENTATION"

_____ (15)

_____ (17)

_____ (16)

Consul (General) of Mexico in
_____ (18)