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### MEMORANDUM OF UNDERSTANDING BETWEEN THE CONSULATE OF THE UNITED MEXICAN STATES IN SALT LAKE CITY, UTAH AND THE WCF INSURANCE OF THE STATE OF UTAH, UNITED STATES OF AMERICA ON ASSISTANCE TO MEXICAN NATIONALS WHO ARE VICTIMS OF LABOR ABUSE

The Consulate of the United Mexican States in Salt Lake City, Utah ("Consulate"), and the WCF Insurance of the State of Utah, United States of America ("WCFI"), hereinafter "the Participants";

**BEARING IN MIND** that the Governments of the United Mexican States and of the United States of America consider the protection of their nationals residing abroad a priority;

**RECOGNIZING** their common objective to protect and enforce human rights (labor rights & workplace safety), in accordance with the rights of all persons residing in Utah and, particularly, to protect and respect the rights of all persons who have been victims of abuse, regardless of their immigration status; and

**RECOGNIZING** the importance of promoting respect for human rights and, in particular, creating a culture of prevention and cooperation among the Mexican community residing in Utah, the Participants celebrate this Memorandum of Understanding (MoU) in accordance with the following:

### Section1 Purpose

The purpose of this Memorandum of Understanding is to establish a collaborative relationship between the Participants to carry out mutual efforts with the purpose of increasing the protection and promotion of the rights of Mexican nationals residing in Utah who are victims of abuse, as well as promoting a culture of trust between the Mexican community in Utah and the authorities responsible for the enforcement of labor justice in Utah.

## SectionII Scope

In order to comply with the purpose of this MOU, the Participants, in accordance with their respective resources, powers and obligations, intend to collaborate to:

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- Identify opportunities to assist Mexican nationals who are victims of labor abuse in Utah.
- 2. Organize and coordinate, when deemed necessary, community meetings and workshops addressed to the Mexican community, to provide information on the various resources available to support victims of labor abuse in Utah.

# Section III Activities of the Participants

- 1. The Consulate, consistent with its resources, legal authority and obligations, intends to:
  - a. Coordinate a preventive protection program that includes informational meetings, in order to generate a relationship of trust and cooperation between the Mexican community residing in Utah and the labor authorities.
  - b. Promote activities carried out jointly with labor authorities, to make them known to the Mexican community in Utah.
- 2. The WCFI, in accordance with its resources, powers and obligations, intends to:
  - a. Assist in the informative meetings organized by the Consulate to promote among the Mexican community residing in Utah, a culture of prevention, trust and collaboration with labor authorities.
  - b. Participate in the promotion of the activities carried out jointly with the Consulate, for the information of the Mexican community.

# Section IV Coordination and Monitoring

Each Participant designates a coordinator who is to be responsible for formulating actions for that Participant to collaborate as set forth in this MOU. Coordinators may assemble whenever they consider it appropriate.

93 V The Consulate appoints the Consul for Protection and Legal Affairs, the WCFI appoints the Community Relations Manager as their respective coordinators for this MOU.

#### Section V Addresses

For the purposes of this MoU, the Consulate designates its address located at: 660 S 200 E Suite 300, Salt Lake City, Utah 84111; the WCFI Office of Utah designates its address located at: 100 W Towne Ridge Pkwy, Sandy, UT 84070

Each Participant intends to notify the other in a timely way of any change of address, telephone number, or email.

#### Section VI Effect

This MOU, as a statement of intent and collaboration is subject to and does not alter any applicable laws or policies, particularly any laws or policies that may authorize or limit the activities of each of the Participants. This MOU does not create binding or enforceable legal obligations and/or rights of any kind with respect to the Participants, either to each other or to third parties, and does not create enforceable legal obligations and/or rights for any other person or entity.

## Section VII Interpretation and Application

The Participants may hold consultations at any time, in order to address any aspect regarding the interpretation or application of this MOU.

## Section VIII Final Provisions

The Participants intend this MOU to be effective from the date of its signature and to continue in effect until any Participant decides to discontinue it, by giving notice in writing. This MOU may be modified through mutual, written understanding of the Participants.

93 Y Signed at Salt Lake City, Utah, in duplicate, this <u>10<sup>th</sup></u> day of <u>December</u>, 2018 in the English and Spanish Languages.

FOR THE CONSULATE OF THE UNITED MEXICAN STATES IN SALT LAKE CITY, UTAH FOR THE WCF INSURANCE OF THE STATE OF UTAH, UNITED STATES OF AMERICA,

Jose Vicente Borjon Lopez-Coterilla Consul of Mexico

Community Relations Manager WCF Insurance

