

TWIN CITIES AGREEMENT BETWEEN THE MUNICIPALITY OF X IN THE STATE OF X AND THE CITY OF X IN THE STATE OF X

The Municipality X and the City X, hereinafter referred to as “the parties”;

CONSIDERING their interests in deepening the ties of friendship and cooperation that unite them;

RECOGNIZING that international cooperation is one of the factors that favorably influences the solution of problems affecting their respective communities;

EXPRESSING their decision to deepen their collaborative relations through an appropriate legal framework;

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

Have agreed to the following:

ARTICLE I Objective

The objective of this Agreement is to formalize the twin cities agreement between the Parties in order to promote mutual understanding between them and the institutions of their respective territorial areas, intensify common efforts, promote the exchange of experiences and the implementation of joint activities.

ARTICLE II Areas of Cooperation

In order to achieve the objective of this Agreement, “the Parties” shall develop cooperation activities especially focused on, but not limited to, the following areas:

- a) Promoting common markets, fostering trade mission and participation in exhibitions, fairs, business forums and in all those events aimed at increasing the flow of goods and services between the parties;
- b) Promoting investments, with the exchange of business missions for the transfer of information on investment possibilities and business opportunities;
- c) Promoting culture, through exchanging of diverse artistic manifestations, as well as their respective traditions.
- d) Promoting tourism, through governmental instances, with the intention of highlighting the main attractions in this area of each of the parties;

- e) Promoting industry, through cooperation in the design and implementation of strategies to stimulate exports and the promotion of cooperation between industries of both parties;
- f) Forms and styles of government and administrative management, which will allow feedback between the parties; and
- g) Any other area of cooperation that “the parties” may agree upon;

ARTICLE III

Modalities of Cooperation

The cooperation activities referred to in this Agreement shall be carried out through the following modalities:

- a) Promotion and dissemination of tourism;
- b) Promotion of trade and business exchanges;
- c) Organization of fairs, seminars and congresses;
- d) Development of joint studies and research;
- e) Educational, cultural, sports and artistic exchanges; and
- f) Any other form of cooperation that “the parties” may agree upon.

The implementation of this Agreement shall not be conditioned for the parties to establish projects in all cooperation modalities, nor shall they be obliged to collaborate in areas where there is an internal prohibition derived from a law, institutional regulation or custom.

ARTICLE IV

Competence

The Parties hereby agree to carry out the cooperation modalities referred to in Article III of this Agreement, with full respect for their respective competencies, regulations and political and economic directives of their respective Governments.

ARTICLE V

Annual Operating Programs

In order to achieve the objective of this Agreement, “the parties” will formulate, after consultation, annual operating programs (AOP’s), which. Once formalized, will form an integral part of this Agreement.

The AOP’s will be integrated with the specific projects or activities, and should specify the following aspects of each project or activity:

- a) Objectives and activities to be developed;

- b) Work schedule;
- c) Profile, number and length of stay of the assigned personnel;
- d) Responsibility of each party;
- e) Allocation of human, material and financial resources;
- f) Evaluation mechanism; and
- g) Any other information considered necessary.

The Parties shall meet annually to evaluate the aspects derived from the application of this Agreement and to propose new guidelines for the development of projects of mutual interest.

The Parties shall prepare reports on the development and achievements reached on the basis of this Agreement and shall communicate them to their respective Foreign Ministries, as well as to the bilateral instances that they may determine by mutual agreement.

The Parties shall formulate the first AOP within sixty (60) days from the date of signature of this Agreement.

ARTICLE VI Additional Cooperation Proposals

Notwithstanding the formulation of the AOP referred to in Article V of this Agreement, each Party may submit additional cooperation proposals that may arise in the course of the implementation of the cooperation activities predetermined through the respective AOP.

ARTICLE VII Supervision and Coordination Mechanism

In order to establish a mechanism for the proper coordination, supervision, follow-up and evaluation of the cooperation activities conducted under this Agreement, as well as to ensure the best conditions for its execution, a Working Group shall be established, integrated by representatives of both Parties, with the following areas acting as executing areas:

- On behalf of the Municipality X, (NAME OF THE ADMINISTRATIVE AREA OF THE CITY THAT WILL BE RESPONSIBLE FOR THE LIAISON WITH THE FOREIGN CITY).
- On behalf of the city of X (NAME OF THE ADMINISTRATIVE AREA OF THE CITY THAT WILL BE RESPONSIBLE FOR THE LIAISON WITH THE FOREIGN CITY)

The Working Group shall meet in personal or virtually with the periodicity agreed upon by the parties, in order to evaluate the aspects derived from the implementation of this Agreement and shall be in charge of the following functions:

- a) Adopt the necessary decision in order to comply with the objective of this Agreement.
- b) Identify the areas of common interest to prepare and formulate the AOP's.
- c) Guide, organize and formulate the pertinent recommendations for the implementation of the cooperation activities established under this Agreement.
- d) Receive, review and approve, if necessary, the reports on the progress of the cooperation activities established under this Agreement; and
- e) Any other duties that the Parties may agree upon.

ARTICLE VIII

Financing

The Parties shall finance the cooperative or joint activities referred to in this Agreement with the resources allocated in their respective budgets, in accordance with the availability of such resources and the provisions of their legislation.

Each Party shall cover the expenses related to its participation, except in the case that alternative financing mechanisms may be used for specific activities, if deemed appropriate.

ARTICLE IX

Protected Information, Material and Equipment

The protected and classified information, material and equipment for reasons of national security or foreign relations of either party, in accordance with its national legislation, shall not be subjected to transfer under this Agreement.

In the event that during the course of cooperative activities undertaken on the basis of this Agreement, the information, material and equipment that requires or may require protection and classification, the Parties shall inform the competent authorities and shall establish, in writing, the appropriate measures.

The transfer of non-protected or classified information, material and equipment, but whose export is controlled by any of the Parties, shall be made in accordance with the relevant domestic legislation and shall be duly identified, as well as its subsequent use or transfer. If either Party considers it necessary, appropriate measures shall be implemented to prevent unauthorized transfer.

ARTICLE X
International Instruments

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

ARTICLE XI
Intellectual Property

In the event that products of commercial value and/or intellectual property rights are generated as a result of the cooperation activities conducted pursuant to this Agreement, they shall be governed by the relevant national legislation, as well as by the treaties that are binding on the State of X and the State of X.

ARTICLE XII
Designated Personnel

The personnel designated by each of the Parties for the implementation of the cooperation activities under this Agreement shall continue under the direction and dependence of the institution to which they belong, and therefore, no labor relation shall be created with the other Party, which under no circumstances may be considered as a substitute employer.

The Parties shall consult with their respective competent authorities to grant all the necessary facilities for the entry and exit of participants officially involved in cooperation activities established under this Agreement. Such participants shall be subject to the immigration, fiscal, customs, sanitary and national security provisions prevailing in the receiving country, and may not engage in any activity unrelated to their functions.

The Parties will promote that their personnel participating in the cooperation activities established under this Agreement, have medical and life insurance, so in the event of an accident resulting from the development of activities, which requires repair of damage or compensation, it will be covered by the corresponding insurance institution.

ARTICLE XIII
Settlement of Disputes

Any difference or disagreement derived from the interpretation or application of this instrument shall be resolved by the Parties by mutual agreement.

ARTICLE XIV
Final Provisions

This Agreement shall enter into force as of the date of its signature and shall remain in force for a period of 20 (Twenty) years, renewable for equal period of duration, upon evaluation of the Parties, through written communication.

The present Agreement may be modified by mutual consent of the Parties, through written communications, specifying the date in which such modifications will enter into force.

Either Party may, at any time, terminate this Agreement by providing 60 (sixty) days prior written notification to the other Party.

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

Signed in the city of _____, on _____ of 2022, in two original copies in Spanish and English, both texts being equally authentic.

FOR THE MUNICIPALITY OF X,

FOR THE CITY OF X,

MAYOR'S SIGNATURE

MAYOR'S SIGNATURE