## CGAJ-CV-003-2020

## MEMORANDUM OF UNDERSTANDING BETWEEN THE NATIONAL INSTITUTE OF INDIGENOUS PEOPLES OF THE UNITED MEXICAN STATES AND THE AUSTRALIAN INSTITUTE OF ABORIGINAL AND TORRES STRAIT ISLANDER STUDIES OF THE COMMONWEALTH OF AUSTRALIA

The National Institute of Indigenous Peoples of the United Mexican States and the Australian Institute of Aboriginal and Torres Strait Islander Studies of the Commonwealth of Australia, hereinafter referred to as "The Participants";

**RECOGNIZING** the integral place of Indigenous Peoples historically and currently in both countries as well as their contributions to the diversity and richness of our respective cultures;

**WISHING** to strengthen cooperation on indigenous affairs by designing mechanisms to facilitate the Exchange of best practices, information, experience and knowledge in order to improve the quality of life of Indigenous Peoples of each country;

**CONVINCED** that social and economic development for Indigenous Peoples in both countries will contribute to harmonious and cooperative relationships to the benefit of our countries and societies;

**TAKING INTO ACCOUNT** that Indigenous Peoples and Communities of the two countries have different lifestyles, languages, political structures, customs and beliefs, and are located in rural, urban areas, and remote places;

Have reached the following understanding:

- The Participants intend to develop bilateral cooperation in specific areas through this Memorandum of Understanding (MOU), seeking to promote the social and economic development of Indigenous Peoples and Communities in the following areas:
  - (a) development and preservation cultural traditions;
  - (b) language and culture protection, preservation and promotion;
  - (c) indigenous traditional knowledge;



- (d) conservation, restoration, digital preservation, documentations, cataloging data, automation and development of collections
- (e) research to support improved outcomes in the following areas:
  - (i) socio-economic development;
  - (ii) sustainable development;
  - (iii) education, health and healthcare, and economies;
  - (iv) intercultural perspective in relation to rights of indigenous women;
  - (v) human rights and access to justice;
  - (vi) processes of consultation and participation;
  - (vii) prevention of violence against Indigenous Peoples;
  - (viii) protection and wellbeing of the indigenous population in urban settings; and
- (f) any other area of cooperation that the Participants may mutually decide upon.
- 2) The Participants intend to carry out cooperative activities through:
  - (a) exchanges and visits of officials and experts;
  - (b) meetings or video conferences
  - (c) projects and consultations, through existing and ongoing means;
  - (d) exchange of information, experiences and research documents;
  - (e) exchange of experiences and knowledge between Indigenous Peoples of both States;
  - (f) exchange programs for indigenous students;
  - (g) exchange of best practices among small indigenous entrepreneurs;





- (h) exchange of information on the collections of the indigenous cultural heritage of both States, as well as the tangible and intangible expressions;
- (i) exchange of experience of good practices in regards of conservation, restoration, digital preservation, documentations, cataloging data, automation and development of collections of indigenous cultural heritage of both institutions;
- (j) development of curatorial and exhibition projects, as well as the use, reproduction and dissemination of the indigenous cultural heritage of both States;
- (k) any other form of cooperation that the Participants may mutually decide upon.
- 3) For the purpose of this MOU, the Participants intend to encourage and facilitate direct contacts between the Indigenous Peoples and Communities of both States, as well as between Indigenous academics and academic institutions.
- 4) (a) The Participants understand that their cooperation activities are subject to the availability of respective funds.
- (b) Each Participant intends to bear the costs of its own participation in cooperation activities. The Participants may use other sources of funding.
- 5) The Participants understand that cooperation activities under this MOU are subject to their national laws and regulations.
- 6) The Participants intend to designate representatives to coordinate the cooperation activities carried out under this MOU, through the development of a joint work plan.
- 7) This MOU is an administrative understanding between the Participants. It is not intended to be legally binding. Does not create any internal or international legal obligations.





- 8) (a) This MOU is applicable from the date of its signature and will remain valid for three (3) years.
  - (b) The Participants may extend this MOU upon their mutual written consent.
  - (c) A Participant may terminate this MOU at any time by providing a written notice to the other Participant.
  - (d) The Participants may amend this MOU upon their mutual written consent, specifying the date in which the amendments will take effect.
  - (e) The Participants understand that the termination of this MOU will not affect the conclusion of cooperation activities that are ongoing at that time, unless they decide otherwise.

Signed in triplicate at Mexico City on this twenty-five day of February of two thousand twenty, in the Spanish and English Languages.

FOR THE NATIONAL INSTITUTE OF INDIGENOUS PEOPLES OF THE UNITED MEXICAN STATES

FOR THE AUSTRALIAN INSTITUTE OF ABORIGINAL AND TORRES STRAIT ISLANDER STUDIES OF THE COMMONWEALTH OF AUSTRALIA

ADELFO REGINO MONTES

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