

MEMORANDUM OF COOPERATION
on Rail Safety between the
U.S. DEPARTMENT OF TRANSPORTATION,
FEDERAL RAILROAD ADMINISTRATION,
United States of America
and the
SECRETARIAT OF COMMUNICATIONS AND TRANSPORTATION,
United Mexican States

The Secretariat of Communications and Transportation of the United Mexican States and the Department of Transportation of the United States of America, through the Federal Railroad Administration (FRA), hereinafter referred to as “the Participants,”

Desiring to promote cooperation in finding solutions to problems of mutual interest, to improve transportation safety, systems, and technology; and

Aware of the interest in realizing the benefits of cooperation pursuant to this Memorandum of Cooperation, hereinafter referred to as “the MOC”, state as follows:

Article I
OBJECTIVES

The purpose of this MOC is to provide a mechanism for exchange of information and to identify areas of mutual rail-related interest, particularly with regard to safety, between the two organizations.

Article II
SCOPE

The scope of work to be accomplished by the Participants, individually or jointly, should be determined by the Participants within six months of the date of signing of this MOC.

For the purposes of this Memorandum of Cooperation, cooperative activities may include the following:

1. Improvement of safety in rail operations through the use of new technologies;
2. Identification of new fields of technology for rail applications and development of joint strategies in the field of organizational and operational system restructuring through information exchange.

Article III

DISTRIBUTION OF INFORMATION

Information derived from the application of this Memorandum of Cooperation may be distributed to the international scientific community, with the consent of each Participant, through the usual media and in accordance with the legal procedures applicable in their respective territories. In all cases, it should be specified that both the information and the respective products provided derive from the joint efforts of the Participants under this Memorandum of Cooperation.

The Participant receiving confidential information should not distribute it without the specific written consent of the sending Participant.

Each Participant should exercise its best efforts to ensure the accuracy and truthfulness of any data transmitted to the other Participant pursuant to this MOC, but the accuracy of such data is not guaranteed herein. Each Participant should use the other's data at its own risk, and may not hold the other Participant responsible for any damages arising from the use of such data.

Article IV

FUNDING

Each Participant should use its best efforts to fund its own activities under this MOC. No transfer of funds between the Participants is envisaged in connection with this MOC.

Article V

DIFFERENCES BETWEEN THE PARTICIPANTS

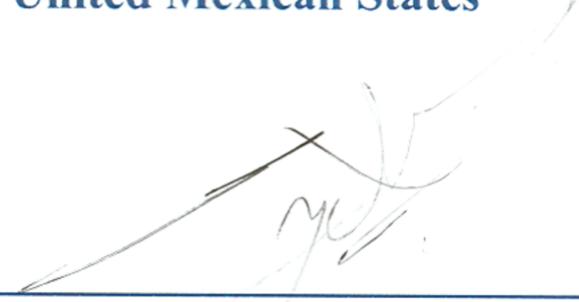
Should any differences arise in the interpretation or application of the provisions of this Memorandum of Cooperation or the activities deriving therefrom, the Participants intend to resolve them by mutual consent.

Article VI
GENERAL PROVISIONS

1. A Participant desiring to end cooperative activities under this MOC may give sixty (60) days prior written notice to the other Participant.
2. The Participants may change the framework of this MOC at any time in writing.
3. Without the consent of both Parties, the termination of this Memorandum should not affect the conclusion of any pending cooperative activities.

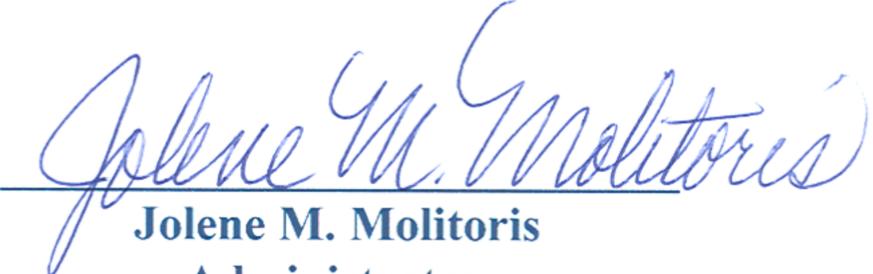
Signed at Washington, D.C., on the 24th day of March, 2000.

For the
Secretariat of Communications
and Transportation
of the
United Mexican States



Aarón Dychter Poltolarek
Undersecretary
of Transportation

For the
Department of Transportation
of the
United States of America



Jolene M. Molitoris
Administrator
Federal Railroad Administration