



pacific basin economic council  
*The Independent Voice of Business across the Pacific*



20 November 2020

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**MEMORANDUM OF UNDERSTANDING (MOU)**  
**between**  
**THE MEXICAN CHAMBER OF COMMERCE IN HONG KONG**  
**and**  
**PACIFIC BASIN ECONOMIC COUNCIL**

This document constitutes an agreement between The Mexican Chamber of Commerce in Hong Kong (“**MexCham HK**”), the voice of the Mexican business community, representing the interests of its members and dedicated to facilitating the exchange of information and business and investment opportunities between the business communities of Mexico and Hong Kong, with offices at Unit B, 19/F, Golden Star Building, 20-24 Lockhart Road, Wan Chai, and the Pacific Basin Economic Council (“**PBEC**”), a not-for-profit, international quasi-think tank, strictly by invitation members-only organisation, with its head office at 735, 7/F Wing Cheng Industrial Building, 109 How Ming Street, Kwun Tong, Kowloon, Hong Kong SAR.

**Objective**

The objective of this MOU is to express the willingness of both parties to promote the attractiveness and competitiveness of Mexico as a gateway to Latin America and North American markets for foreign investors from the Asia-Pacific region to consider. Likewise, to jointly encourage and support those Mexican companies that seek to access Asia-Pacific markets.

For the objectives stated above, both parties agree to jointly collaborate on promotion and activities to develop and expand relationships with both MexCham HK and PBEC members and their combined networks of influence. These include publicly listed corporation chairpersons, founders, senior executives, entrepreneurs, family offices, influencers, and investors.

Specific activities under this MOU will be identified through further consultation between the two parties.

MexCham HK agrees to provide technical assistance, qualified experts, and suitable material to assist PBEC to arrange and carry out promotional activities that will educate, inform, and expand the pipeline of interest in Mexico as a realistic and preferred destination of choice for Asian businesses seeking to diversify their portfolios.

As a preliminary activity, PBEC is happy to organise a virtual webinar with MexCham HK to introduce and share the latest benefits of Mexico’s industrial parks and to provide a macroeconomic picture of



Latin America to PBEC members. PBEC also offers MexCham HK the opportunity to place banner advertising and editorial content in the members' monthly e-digest magazine and on its website.

MexCham HK agrees to work and coordinate with PBEC in the development of their initiatives to improve and expand support for Mexico within China and Southeast Asian member states of APEC, in particular. They also agree to jointly evaluate these activities to assess the impact on participation throughout 2021.

## 1. General Terms of MOU

- 1.1 Duration of MOU: This MOU shall be operational upon signing and will have an initial duration of one year. All activities conducted before this date within the vision of the joint collaboration will be deemed to fall under this MOU.
- 1.2 Coordination: In order to carry out and fulfil the aims of this agreement, each party will appoint the appropriate person(s) to represent its organisation and to coordinate the implementation of said activities. MexCham HK and PBEC staff will communicate when required to discuss progress and to plan any of the said activities.
- 1.3 Confidentiality: Each party agrees that it shall not, at any time, after executing the activities of this MOU, disclose any information concerning these activities or the affairs of a business or each other's method of carrying out a business without consent from both parties.
- 1.4 Termination of MOU: The partnership covered by this MOU shall terminate upon completion of the agreed-upon period. The agreement may also be terminated with a written one-month notice from either side. In the event of non-compliance or breach by one of the parties of its binding obligations, the other party may terminate the agreement with immediate effect.
- 1.5 Extension of Agreement: The MOU may be extended, provided the parties agree and can provide the necessary resources.
- 1.6 Communications: All notices, demands, and other communication under this agreement and in connection herewith, shall be written in English and shall be sent to the last known address, email, or fax of the concerned party. A notice shall be effective from the date it reaches the other party.
- 1.7 Addendum: Any Addendum to this MOU shall be in writing and signed by both parties.
- 1.8 Insurance: It is the responsibility of MexCham HK to insure itself against any harm. PBEC will not bear any responsibility for costs of reputational damage, harm, financial loss, accidents or any other liability.

## 2. Other Provisions

- 2.1 PBEC shall immediately inform MexCham HK of any event which could negatively influence or endanger the successful accomplishment of the tasks described in the agreement.
- 2.2 MexCham HK shall not use PBEC's name in any promotional literature or information without the prior written approval of PBEC and vice versa.
- 2.3 PBEC shall pay the costs of its own staff and any fees associated with activity organisation.
- 2.4 MexCham HK has no other legal and financial obligations.
- 2.5 Both parties assume that this agreement does not go against the rules and regulations of the Government of Hong Kong.

The terms and provisions in this MOU also apply to any subsequent Addendum to this agreement.



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IN WITNESS WHEREOF, the parties hereto have executed this MOU on the 20th day of November 2020.

**Company Name**  
**The Mexican Chamber of Commerce in Hong Kong**  
**President**  
**Signature and date:**

A handwritten signature in blue ink, appearing to read 'Susana', written over a horizontal line.

**Susana Munoz**

**Company Name**  
**Pacific Basin Economic Council**  
**Chief Executive Officer**  
**Signature and date:**

A handwritten signature in blue ink, appearing to read 'Michael Walsh', written over a horizontal line.

**Michael Walsh**

