



**MEMORANDUM OF UNDERSTANDING BETWEEN THE GOVERNMENT OF CANADA  
AND THE GOVERNMENT OF THE UNITED MEXICAN STATES  
CONCERNING YOUTH MOBILITY**

**THE GOVERNMENT OF CANADA and THE GOVERNMENT OF THE UNITED MEXICAN STATES, hereinafter referred to as the “Participants”,**

**IN THE SPIRIT** of promoting close cooperative relations between them;

**INTENDING** to facilitate access to cultural exchanges that enable youth to gain a better understanding of the other Participant’s language(s), culture and society, through travel, work and life experience abroad;

**INTENDING** to encourage youth mobility to enhance the personal and professional development of participating youth;

**CONVINCED** of the value of youth exchanges in strengthening the quality of human capital;

**HAVE COME** to the following understanding:

**1. PURPOSE**

The purpose of this Memorandum of Understanding (MOU) is to simplify and facilitate administrative procedures that apply when young citizens of one country intend to enter and temporarily stay in the other country to improve their knowledge of the host country’s language(s), culture and society, through travel, work and life experience.

**2. CATEGORIES OF ELIGIBLE YOUNG CITIZENS**

(a) The Participants will consider the following Mexican and Canadian young citizens to be eligible to benefit from the application of this MOU:

- (i) Registered students of a post-secondary education institution in their country of origin who intend to fulfil part of their academic curriculum in the host country by completing a pre-arranged work placement related to their field of study;
- (ii) Registered students of a post-secondary education institution in their country of origin who intend to obtain temporary employment in the host country during their academic holidays;

- (iii) Young citizens, including graduates of a post-secondary education institution in their country of origin, who intend to obtain employment experience or practical workplace experience related to their professional field in the host country through a pre-arranged contract of employment to support their career development;
- (b) Nothing in this MOU will be construed to mean that an eligible citizen in subparagraphs (i), (ii) or (iii) of this Paragraph is a business person as defined in the North American Free Trade Agreement Chapter 16 (Temporary Entry of Business Persons).

### **3. QUALIFYING REQUIREMENTS**

- (a) The Participants will consider the following young citizens as qualified to benefit from the application of this MOU:
  - (i) For Mexico: young Canadian citizens who present an individual application to the Mexican consular office or diplomatic mission in Canada or in the country in which they have been lawfully admitted and fulfil the requirements to obtain the authorization granting the migratory status of “No Inmigrante”;
  - (ii) For Canada: young Mexican citizens who submit an individual application to the Canadian consular office or diplomatic mission in Mexico or in the country in which they have been lawfully admitted;

Provided they satisfy the following requirements:

- (iii) They have satisfied other relevant requirements of Mexican or Canadian immigration legislation and regulations, including admissibility requirements, beyond those requirements set out in subparagraphs (v) to (xi);
- (iv) They are between 18 and 29 years of age on the date the application is received by the consular office or diplomatic mission;
- (v) They hold a Mexican or Canadian passport valid until a date beyond the expected period of stay under this MOU;
- (vi) They have, prior to departure, a round-trip ticket or sufficient financial resources to purchase such a ticket;
- (vii) They have proof of sufficient financial resources to support themselves at the beginning of their stay.
- (viii) They pay the applicable fee(s) to benefit from the application of this MOU;
- (ix) They take out comprehensive medical insurance, including hospitalization and repatriation, prior to arriving in the host country for the entire duration of their stay;

- (x) They not be accompanied by dependant(s) under their application to benefit from the application of this MOU.
- (xi) They provide, as the case may be:
  - (A) Documentation proving that they are registered students at a post-secondary education institution in their country of origin and that they have obtained a pre-arranged work placement related to their field of study in the host country to fulfil part of their academic curriculum; or
  - (B) Documentation providing that they are registered students at a post-secondary education institution in their country of origin and confirm that their intention is to obtain temporary employment in the host country during their academic holidays; or
  - (C) Documentation proving that they have obtained a pre-arranged contract of employment or practical workplace experience related to their professional field in the host country to support their career development;
- (b) The Participants will permit qualified Mexican and Canadian young citizens to benefit from the application of this MOU on a maximum of two (2) occasions. The Participants understand that each stay will have a maximum duration of twelve (12) months. The stays will be discontinuous. The Participants understand that Mexican and Canadian young citizens will not be permitted to remain in the host country under this MOU after their authorized period of stay. Eligible Mexican and Canadian young citizens may submit a new application after three (3) years from the expiration date of their work authorization document for the period of stay authorized under this MOU.
- (c) The Participants will permit Mexican and Canadian young citizens qualified under this MOU to enter and leave the host country, as long as they satisfy the relevant requirements of immigration or other relevant legislation and regulations of the host country, including when they re-enter the host country. These periods will not constitute an extension of their stay in the host country.

#### **4. DOCUMENTS FOR ENTRY AUTHORIZATION**

Subject to public interest, public order, national security, public health and immigration legislation and regulations:

- (i) Mexico will issue an authorization granting the status of “No Inmigrante” to Canadian young citizens qualified under this MOU through the Mexican diplomatic mission or consular office where the application has been submitted. The Participants understand that, at their entry into Mexico, the Canadian young citizens qualified under this MOU will obtain a migratory form entitled “Forma Migratoria del No Inmigrante” indicating, in addition to their personal data, the issue and expiration dates.
- (ii) Canada will issue to Mexican young citizens qualified under this MOU a letter of introduction and, if applicable, a visa facilitating entry to Canada for a predetermined period. The Participants understand that this letter will be valid for twelve (12) months and will specify the reason for the stay as defined in paragraph 2 of this MOU. The Participants understand that the letter of introduction will be issued through the Canadian mission or consular office where the application is submitted pursuant to paragraph 3(a).

#### **5. DOCUMENTS FOR WORK AUTHORIZATION**

Subject to public interest, public order, national security, public health and immigration legislation and regulations:

- (i) Mexico will issue to qualified Canadian young citizens a migratory form entitled, “Forma Migratoria del No Inmigrante” in the modality of “Visitor with Lucrative Activities” that will allow them to work, upon their arrival to Mexico. The Participants understand that this migratory form will be valid throughout Mexico and for the entire authorized period of the stay of the Canadian young citizens qualified under this MOU, provided that they satisfy the requirements of all relevant Mexican laws and regulations.
- (ii) Canada will issue to qualified Mexican young citizens who hold a valid letter of introduction, upon their arrival in Canada and without reference to the Canadian labour market situation, a work permit. The Participants understand that this permit will be valid throughout Canada and for the entire authorized period of the stay of the Mexican young citizens qualified under this MOU, provided that they satisfy the requirements of all relevant Canadian immigration legislation and regulations and without restricting the officers’ discretionary authority to impose conditions.

## **6. GENERAL PROVISIONS**

- (a) The Participants understand that qualified young citizens of either country who are benefiting from the application of this MOU will be subject to the laws and regulations in force in the host country, including Mexican migration laws and Canadian immigration laws, including admissibility, labour, tax, customs, sanitation and national security. The Participants will not permit the qualified young citizens to carry out any activities contrary to the spirit of this MOU without authorization from the competent authority.
- (b) The Participants understand that the laws and regulations of the host country relating to working conditions and wages, occupational health and safety and all other relevant labour and social security legislation will apply for the benefit of qualified young citizens under this MOU. In the case of Canada, the laws and regulations relating to employment standards fall primarily within the jurisdiction of the provinces and territories.

## **7. IMPLEMENTATION AND CONSULTATIONS**

- (a) The Participants designate, for Canada, Foreign Affairs and International Trade Canada, and for Mexico, the Secretariat of Governance and the Secretariat of External Relations, in order to coordinate the implementation of this MOU through the appropriate mechanisms.
- (b) The Participants will encourage relevant organizations in their respective countries to lend their support to the application of this MOU, notably by giving advice to qualified young citizens of the other country so that they can obtain information to facilitate their travel and work experience in the host country.
- (c) The Participants will set out, on an annual basis, the maximum number of young citizens who will be permitted to benefit from the application of this MOU by mutual consent through exchanges in writing.
- (d) The Participants will determine the minimum amount of financial resources required under paragraph 3(a)(vii) by mutual consent through exchanges in writing.
- (e) The Participants will record the number of young citizens of the other country who benefit from the application of this MOU from the date of the entry into effect of this MOU to the end of the current year, and then annually from January 1 to December 31.
- (f) The Participants will notify each other of all administrative procedures and conditions related to the implementation of this MOU. This will be accomplished through exchanges in writing.
- (g) The Participants may, at any time, consult each other on the interpretation, implementation or application of this MOU.

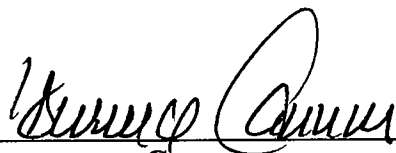
**8. AMENDMENTS, TERMINATION AND SUSPENSION**

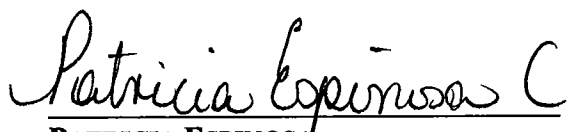
- (a) This MOU will take effect upon its signature by the Participants.
- (b) The Participants may amend this MOU at any time, by mutual consent in writing, stipulating the date on which the amendments will take effect.
- (c) Either Participant may, at any time, terminate this MOU or temporarily suspend all or part of its application by giving the other Participant a 90-day notice in writing to that effect through diplomatic channels. Termination or suspension of this MOU will not affect persons who hold a valid entry document pursuant to paragraphs 4(i) and 4(ii) or persons already admitted under the provisions of this MOU.

SIGNED in duplicate at Ottawa, this 27<sup>th</sup> day of May in two thousand and ten (2010), in the English, French and Spanish languages, each version being equally valid.

**FOR THE GOVERNMENT  
OF CANADA**

**FOR THE GOVERNMENT  
OF THE UNITED MEXICAN STATES**

  
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**LAWRENCE CANNON,  
MINISTER OF FOREIGN AFFAIRS**

  
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**PATRICIA ESPINOSA,  
SECRETARIAT OF EXTERNAL RELATIONS**