MEMORANDUM OF UNDERSTANDING BETWEEN

THE CONSULATE OF MEXICO IN NEW BRUNSWICK, NEW JERSEY AND

THE NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT OF THE UNITED STATES OF AMERICA

This Memorandum of Understanding ("MoU"), entered into by the New Jersey Department of Labor and Workforce Development (hereinafter "NJDOL") of the United States of America and the Consulate of Mexico in New Brunswick, New Jersey (hereinafter "the Consulate"), collectively referred to as "the Participants," addresses the protection of the labor rights of Mexican workers within the jurisdiction of the Consulate in the State of New Jersey. This MoU establishes the terms under which the NJDOL and the Consulate will collaborate to protect Mexican workers from violations of labor standards and promote compliance with the labor laws of the State of New Jersey, as described below.

WHEREAS, the Participants share a commitment to protecting the labor rights of workers, and for the purposes of this MoU, the Consulate acknowledges that its mandate and commitment are directed solely to the protection and assistance of Mexican workers;

WHEREAS, the Participants reaffirm the ties of cooperation in labor matters between Mexico and the United States of America, particularly with the State of New Jersey;

WHEREAS, the Participants recognize the importance of strengthening collaborative mechanisms to improve the working conditions and labor rights of Mexican workers in New Jersey;

WHEREAS, the Participants recognize that such collaboration is framed within the spirit of the principles of consular protection established in the Vienna Convention on Consular Relations, the bilateral instruments between Mexico and the United States of America on labor matters, as well as the mission of the NJDOL to protect its workforce, strengthen its businesses, and promote the dignity of work;

WHEREAS, this MoU shall be limited to the jurisdiction of the Consulate of Mexico in New Brunswick, which includes the counties of Bergen, Essex, Hudson, Hunterdon, Mercer, Middlesex, Monmouth, Morris, Passaic, Somerset, Sussex, Union, and Warren in the State of New Jersey.

NOW, THEREFORE, the Participants propose to enter into this MoU to achieve the following:

General Objective

The Participants intend to establish a collaborative relationship to provide Mexican individuals within the jurisdiction of the Consulate of Mexico in New Brunswick with information, guidance, and access to training and educational resources aimed at promoting the labor rights of Mexican workers in the State.

Coordination and Operational Mechanism

To fulfill the objective of this MoU, a Working Group shall be established, composed of representatives designated by each Participant, which will be responsible for the operational implementation of this MoU.

Roles and Responsibilities of the Participants

The Consulate, to the extent of its capabilities:

- 1. Disseminate information among the Mexican community in its jurisdiction about labor rights and the services of the NJDOL.
- 2. Receive inquiries from Mexican workers and refer them to the NJDOL for attention if required.
- 3. Organize and assist in the logistics of training and outreach events specifically targeted at the Mexican community.
- 4. Provide space in its facilities for workshops or advisory sessions, specifically targeted at the Mexican community.

The NJDOL, to the extent of its capabilities:

- 1. Provide information and educational materials on New Jersey labor laws for dissemination at the Consulate.
- 2. Designate trained personnel to deliver talks, workshops, and provide advice at events organized by the Consulate, including "Mobile Consulate" and "Saturday Sessions," to the extent permitted by available resources.
- 3. Address inquiries channeled through the Consulate, in accordance with its legal procedures and authority.

Promotion of Joint Dialogue

The Participants shall endeavor to work in a coordinated manner to achieve the following objectives in promoting joint dialogue on labor rights:

- Identify strategic opportunities for high-level officials of the Participants to address
 the public and reaffirm their commitment to defending workers' rights, with the
 Consulate acknowledging that its mandate and commitment are directed solely to
 the protection and assistance of Mexican workers, as appropriate.
- Convene or participate in forums, roundtables, or meetings of key stakeholders on issues affecting Mexican workers in the Consulate's jurisdiction, subject to resource availability.
- Develop and disseminate informational materials on recognizing workplace hazards, preventing work-related accidents, and protecting labor rights.

An implementation group, composed of representatives from each Participant, shall meet to develop an action plan, determine working procedures, and establish the roles and responsibilities of the Participants.

General Provisions

Nothing in this MoU commits the Participants to the expenditure of resources, and they agree that each shall be solely responsible for its respective costs and expenses related to the implementation of the MoU.

This MoU may be amended only through a written amendment signed by the authorized officials of the NJDOL and the Consulate.

The Participants agree to act in compliance with the provisions of Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and the Age Discrimination Act of 1975. This commitment shall be carried out within the respective legal authority and mandates of each Participant.

All notifications, requirements, requests, consents, approvals, or other communications under this MoU shall be made by email to the following designated points of contact for the Participants:

For the NJDOL: Holly Low, Director of Strategic Outreach and Partnerships, holly.low@dol.nj.gov

For the Consulate: Laura Marisol González Colón, Consul for Protection and Legal Affairs, Igonzalezc@sre.gob.mx

This MoU shall enter into force once signed by the Participants and shall remain in

effect for two (2) years from the date of its signing. Either Participant wishing to terminate this MoU shall provide written notice thirty (30) calendar days in advance. This MoU may be amended at any time by mutual consent of the Participants through a written document. Signed in ______ day of , 2025, in the English and Spanish languages. FOR THE CONSULATE OF MEXICO IN FOR THE NEW JERSEY DEPARTMENT **NEW BRUNSWICK, NEW JERSEY** OF LABOR AND WORKFORCE **DEVELOPMENT** MARIANA A. DIAZ NAGORE **ROBERT ASARO-ANGELO HEAD CONSUL COMMISSIONER** FOR THE MINISTRY FOR THE GOVERNMENT OF OF FOREIGN AFFAIRS THE STATE OF NEW JERESEY

PHILIP D. MURPHY
GOVERNOR OF NEW JERSEY
WITNESS

WITNESS