MEMORANDUM OF UNDERSTANDING
BETWEEN THE BRITISH COUNCIL AND PEMEX

This Memorandum of Understanding is entered into by and between:

The British Council ("the Council"); which is registered as a charity under the Charities Acts in England and Wales (Charity number 209131) and under the Charity and Trustee Investment (Scotland) Act 2005 in Scotland (Charity number SC037733), represented by the British Ambassador in Mexico, Mr. Duncan Taylor, who has all necessary legal faculties to subscribe this instrument, and PETRÓLEOS MEXICANOS ("PEMEX") a decentralized entity of the Federal Government of Mexico, having its head office at Marina Nacional No. 329 C3, Col. Petróleos Mexicanos, Delegación Miguel Hidalgo, C.P. 11311, México, D.F., represented by Mr. [REDACTED] who has all necessary legal faculties to subscribe this instrument.

The British Council and PEMEX shall be individually referred to as "the Party" and together as "the Parties";

DESIRING to establish a cooperation agreement between the Parties in order to collaborate and undertake independent research and educational programs aimed at strengthening institutional and professional links between both Parties;

CONSIDERING the interest of PEMEX in training its staff in the different educational and cultural areas and research projects (the "Educational and Cultural Programs") offered by the British Council, or through the British Council and other UK Institutions;

TAKING INTO ACCOUNT the provisions of the Basic Agreement of Scientific and Technological Cooperation between the Government of the United Mexican States and the Government of the United Kingdom of Great Britain and Northern Ireland, signed in Mexico City on the 25th of February, 1975;

RECOGNIZING the sound reputation and highly-renowned prestige of the British Council in the aforementioned areas;

NOW, THEREFORE, the Parties have agreed as follows:

ARTICLE 1
BASIC PRINCIPLES

1.1 This Memorandum of Understanding (hereinafter referred to as "MoU") is aimed at defining the basis for cooperation among the Parties related to the Educational and Cultural Programs to be mutually agreed upon the Parties.

1.2 The Parties recognize that nothing in this MoU represents any financial or other type of commitment between them.
1.3 Nothing in this MoU shall be construed as creating a partnership of any kind, an
association, joint venture, trust, corporation or any other form of legally binding
association.

1.3.1 The matters set forth in this MoU constitute an expression of the Parties’
mutual intent only, and do not constitute a binding agreement between the Parties
with respect to its scope. Any such binding agreement would only arise as a result
of the negotiation, execution and delivery of a written definitive specific agreement
and the satisfaction of any conditions set forth therein. This Agreement is not a bid
or an offer that can be accepted, as it is intended to be for discussion purposes
only between the Parties. Unless and until there is a definitive written specific
agreement covering proposed transactions, that has been executed by an
authorized representative of each Party, having the express authority to bind the
Parties to a transaction of the nature and conditions referenced therein, neither
Party will be under any obligation whatsoever (legal or otherwise) to conclude a
transaction whether by virtue of this MoU or otherwise. Any written or oral
communications, including this document, not ultimately included in a definitive
written specific agreement, may not be relied on by either Party as the basis for
taking any action, foregoing any opportunity or incurring in any costs, and will not
create any obligations whatsoever for the Parties. Neither Party accepts any
responsibility for any actions or inactions which may be taken by the other Party
relying on this MoU or on any discussions arising from it.

1.3.2 Any piece of work or activity resulting from this MoU will be subject to a
specific contract or agreement that specifies, but is not limited to, the objectives,
responsibilities and liabilities (if any) of the Parties.

ARTICLE 2
SCOPE OF COOPERATION

2.1 The Parties agree that this MoU shall be the basis for further discussions around,
including, but not limited to Educational and Cultural Programs that best suit the
needs of PEMEX and therefore the scope of cooperation regarding:

2.1.1 Educational and Cultural Programs:
   a) Organizing events, seminars, symposia, workshops and conferences to be
developed jointly.
   b) Customized training programs aimed at improving English skills for the
energy sector, English for Specific Purposes, English for Technical
Purposes, English for Business Purposes, such as meetings, negotiations,
business writing, exam preparation skills or any other teaching or training
areas agreed upon the Parties.
   c) English language benchmarking and internationally recognized certifications
and qualifications in English language proficiency.
   d) Promoting the participation of PEMEX’s staff in postgraduate programs,
diplomas and courses, which shall be devoted to independent and critical
studies of public policies, technological, scientific, legal, political and economic aspects related to the ongoing activities of the energy sector.

e) Promoting PEMEX's relationship with other UK energy companies, institutions or universities through visits and other relevant mechanisms.

f) Jointly promoting and working on creating awareness of the importance of the English language as a global competency and soft skill.

g) As well as any other actions agreed by the Parties

2.1.2 Other tasks and services to which the Parties may mutually agree on can include:

a) Exchanging of information, publications, videos, bibliography and teaching material.

b) Organizing working missions with the participation of professors, students, experts and professionals that work in areas of mutual interest.

c) Training by recognized technical experts in the fields of science, or technology or other fields as appropriate.

d) As well as any other actions agreed by the Parties.

ARTICLE 3
COSTS

Unless otherwise specified by contract or agreement (as provided in 1.3.2), each Party shall be solely responsible for its own costs incurred in connection with all activities to be performed under this MoU. Neither Party shall have the authority to incur in any monetary or other obligations or liabilities on behalf of the other Party unless otherwise expressly agreed in writing and in advance by such other Party.

Where a contract or agreement is established under this MoU, as per section 1.3.2, each Party may charge the other for costs incurred in the delivery of services, as defined within the aforementioned contract or agreement.

ARTICLE 4
CONFIDENTIALITY

The Parties agree that the terms and conditions of this MoU and all legal, technical, commercial and other data and information properly identified as "confidential" that is exchanged, acquired, or disclosed pursuant to and in connection with this MoU (hereinafter referred to as the "Confidential Information") shall be held confidential and shall not be disclosed by any Party to third parties without the prior written approval of the other Party. Such approval shall not be required if such information is known to a Party prior to the receipt of such information from or on behalf of the other Party or if such information becomes publicly available, other than as a result of a breach of this MoU, or becomes lawfully available to the receiving Party from a third party free from any confidentiality restriction. If such information is required to be disclosed under applicable law, stock exchange regulations or by a regulatory authority or by governmental order, decree, regulation or rule, or as may be
required for tax or accounting purposes, the disclosing Party shall make all reasonable efforts to give prompt written notice to the other Party prior to such disclosure.

ARTICLE 5
NON-BINDING EFFECT AND LIABILITY LIMITATION

This MoU constitutes an expression of non-binding intent and sets forth the principles and mechanisms by which the Parties intend to discuss potential projects and monitor progress. This MoU is not intended to create, nor shall it be deemed to create, any legally binding obligations enforceable against either Party to this MoU, except as provided in Article 4 (Confidentiality).

ARTICLE 6
PARTICIPATION OF OTHER INSTITUTIONS

The Parties, if they so agree upon, will allow the participation of other public or private institutions, whose activities directly impact the areas of cooperation, with the aim of strengthening and expanding the mechanisms that support an effective implementation of this MoU.

ARTICLE 7
DURATION AND TERMINATION

This MoU shall enter into force on the date of its signature and shall remain in force indefinitely; however any Party may, at any time, terminate this MoU by providing ninety (90) days prior written notice to the other Party. Any such termination of this MoU shall not affect any right or obligation that may have accrued to either Party at or prior to such termination. Notwithstanding the expiration or termination of this MoU, Article 4 (Confidentiality) shall continue in full force and effect for a period of two (2) years following the expiration or termination date thereof.

ARTICLE 8
ASSIGNMENT

The Parties agree that neither Party shall assign this MoU to any third party, unless assigned to any of their subsidiaries or affiliates, without prior written consent of the other Party, such consent not to be unreasonably withheld.

ARTICLE 9
NOTICES

Any notices or communications as contemplated by this MoU, shall be given by electronic communication or registered courier (return receipt requested) or hand delivered to the following addresses:
To: The Country Director, British Council Mexico

Telephone: 52 63 19 00
E-mail: contacto@britishcouncil.org.mx
Address: Lope de Vega 316 Col. Chapultepec Morales 11570
Ciudad de México, Distrito Federal.
Attention: Lena Milosevic, The Country Director British Council

To: Pemex Headquarters

Telephone: 52 63 19 00
E-mail: contact@pemex.com
Address: Pemex Headquarters
Attention: Emilio Lozoya Austin, CEO

ARTICLE 10
MISCELLANEOUS

10.1 None of the Parties shall incur in any obligations or liabilities on behalf of the other Party or the Parties without entering into specific agreements, as the case may be. None of the Parties shall act as an agent, employee, partner or joint venture of the other Party or the Parties. Any obligations and liabilities of the Parties shall be individual and not joint or collective.

10.2. Any amendment to this MoU shall be effective only if it is in writing and signed by the duly authorized representatives of both Parties, and shall constitute an integral part of this MoU.

10.3. Under no circumstances shall any employee, consultant or agent of any of the Parties participating in the MoU be considered an employee, consultant or agent of the other Party.

IN WITNESS WHEREOF, the undersigned, have signed this MoU in the English language on the 7th day of July, 2014, in two (2) original counterparts.

THE BRITISH COUNCIL

Mr. Duncan Taylor
British Ambassador in Mexico

PEMEX

Mr. Emilio Lozoya Austin
CEO