

**AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN  
THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE  
GOVERNMENT OF THE UNITED MEXICAN STATES RELATING TO THE  
RECOGNITION AND VALIDITY OF COMMERCIAL DRIVER'S LICENSES AND  
LICENCIAS FEDERALES DE CONDUCTOR**

The Government of the United States of America and the Government of the United Mexican States (hereinafter, referred to as the "Parties");

Recalling discussions between delegations of the Parties on further cooperation and harmonization in order to expand the commercial opportunities of both countries through surface transportation; and noting that these discussions were conducted in the cordial and cooperative atmosphere that has continued to characterize the relationship between the transportation authorities of both Parties;

And with desire of both Parties to modernize and update the existing Memorandum of Understanding relating to the recognition and validity of Commercial Driver's Licenses and Licencias Federales de Conductor, done at Washington, D.C., November 21, 1991 (the Memorandum of Understanding or MOU);

The Parties have agreed to the following amendments to the MOU:

**ARTICLE 1**

1. The chapeau of Article 1 of the MOU shall be amended by adding "(MOU)" following the phrase "Memorandum of Understanding".
2. Article 1(A) of the MOU shall be deleted and replaced with the following:
  - (A) "Commercial Driver's License" means a license issued to an individual by a state or other jurisdiction of domicile in the United States of America, in accordance with the standards contained in the Code of Federal Regulations, authorizing the individual to operate a class of commercial motor vehicle;
3. The phrase "Non-Resident Commercial Driver's License" in Article 1(B) and anywhere else it appears in the MOU shall be deleted and replaced with "Non-Domiciled Commercial Driver's License";
4. Article 1(F) of the MOU shall be deleted and replaced with:
  - (F) "Working Group" means the U.S.-Mexico Commercial Driver's License and Licencias Federales de Conductor Working Group as established by this MOU.

## **ARTICLE 2**

Article 2 of the MOU shall be deleted and replaced with the following:

### **ARTICLE 2 MUTUAL RECOGNITION AND GRANT OF RIGHTS**

1. Each Party shall require drivers, licensed pursuant to its authority, to:
  - (A) Successfully complete a knowledge exam meeting the standards set forth in the Annex, which forms an integral part of this MOU;
  - (B) Successfully complete a skills exam meeting the standards set forth in the Annex; and
  - (C) Meet its established medical standards.
2. Drivers fulfilling these requirements shall be issued a Commercial Driver's License or Licencia Federal de Conductor, as appropriate, to operate the class of vehicle that corresponds to the motor carrier services for which the drivers are qualified.
3. Commercial Driver's Licenses and Licencias Federales de Conductor issued pursuant to paragraph 1 of this Article shall be given complete recognition and validity by federal, state, and local authorities in either country.
  - (A) A domiciled U.S. driver operating a motor vehicle who possesses a valid Commercial Driver's License shall not be required to obtain a Licencia Federal de Conductor to operate in the United Mexican States; and
  - (B) A domiciled Mexican driver operating a motor vehicle who possesses a valid Licencia Federal de Conductor shall not be required to obtain a Non-Domiciled Commercial Driver's License to operate in the United States of America.
4. Drivers possessing a Commercial Driver's License or Licencia Federal de Conductor may drive only those classes of motor vehicles for which they have been tested and licensed to drive.

## **ARTICLE 3**

Article 3 of the MOU shall be deleted and replaced with the following:

### **ARTICLE 3 MEDICAL QUALIFICATIONS**

The Parties recognize that the medical qualifications for drivers to operate commercial motor vehicles that require operators to hold either Commercial Driver's Licenses or Licencias Federales de Conductor are sufficiently similar to operate motor vehicles in both countries.

#### **ARTICLE 4**

Article 5 of the MOU shall be deleted and replaced with the following:

#### **ARTICLE 5 EXCHANGE OF INFORMATION**

1. The Parties shall on a regular basis exchange information about any changes to laws and regulations that affect Commercial Driver's Licenses and Licencias Federales de Conductor, as well as other relevant information, including information regarding convictions, suspensions, or revocations, either administrative or judicial, deriving from violations related to traffic offenses by holders of Commercial Driver's Licenses and Licencias Federales de Conductor. The scope of the information exchanged shall be determined by the Parties through the Working Group as set forth in the Annex.
2. The Parties shall use the exchanged information only for purposes related to implementation of the MOU and shall not disclose or transfer such information to anyone other than an authorized representative of the Party without the prior consent of the other Party, except to the extent required by the Parties' respective domestic laws and regulations. This obligation continues for as long as the exchanged information is in the possession of the receiving Party, even after the termination of the MOU.
3. Each Party shall protect information exchanged under the MOU at the same level as afforded by the originating Party, to the extent consistent with its respective laws and regulations. Each Party's obligation continues for as long as the exchanged information is in the possession of the Party, even after the termination of the MOU.

#### **ARTICLE 5**

Article 6 of the MOU shall be deleted and replaced with the following:

#### **ARTICLE 6 ESTABLISHMENT OF WORKING GROUP**

1. The Parties agree to create a Working Group to review and make recommendations to the Parties to further the implementation of this MOU, including identifying, addressing, and providing recommendations for resolving issues raised by either Party. Future activities and goals of the Working Group are set forth in the Annex.
2. The Working Group shall be composed of representatives from both Parties, as well as other stakeholders as may be jointly determined by the Parties. An invitation for a stakeholder to join the Working Group may be limited to a specific project and shall not grant permanent representation.

## ARTICLE 6

The Annex to the MOU shall be deleted and replaced with the following:

### ANNEX

- I. Standards for the licensing process of Commercial Driver's Licenses and Licencias Federales de Conductor.
  - A. Driver's Knowledge Exam
    1. In accordance with Article 2 of this MOU, each Party shall require an applicant for a Commercial Driver's License or a Licencia Federal de Conductor to successfully complete a driver's knowledge exam. An applicant shall only be tested on the portion of the knowledge content areas that are relevant to the type of vehicle the driver will be licensed to operate. The content of the driver's knowledge exam shall include questions on each of the knowledge content areas required to be tested pursuant to the Parties' respective laws and regulations. The driver's knowledge exam shall also conform to the format and design required by the Parties' respective laws and regulations.
    2. Each Party shall ensure that the knowledge content areas of its driver's knowledge exam are comparable to the knowledge content areas of the other Party's driver's knowledge exam. The format of the driver's knowledge exam given by either Party shall be comparable to the format of the driver's knowledge exam given by the other Party.
    3. The licenses shall be issued in accordance with the laws and regulations of the issuing Party.
  - B. Driver's Skills Exam
    1. In accordance with Article 2 of this MOU, each Party shall require an applicant for a Commercial Driver's License or a Licencia Federal de Conductor to successfully complete a driver's skills exam. The licenses shall be issued in accordance with the laws and regulations of the issuing Party. Each Party shall ensure that content areas of its driver's skills exam are comparable to the content area of the other Party's driver's skills exam. The driver's skills exam shall be:
      - a. Given in a commercial motor vehicle that is representative of the class of vehicles the driver will be licensed to operate; and
      - b. Conducted in on-street conditions or a combination of on-street and off-street conditions.

2. The Parties shall review the use of simulators in driver training and testing, but cannot substitute simulators for on-street skills testing.

## II. Exchange of Information

In accordance with Article 5 of the MOU, the Parties shall exchange information regarding Commercial Driver's Licenses and Licencias Federales de Conductor. The scope of the information exchanged shall be determined by the Parties through the Working Group, and shall include the following:

- A. Convictions or administrative action resulting from violations committed by drivers while driving in their home territory;
- B. Convictions or administrative action resulting from violations committed by a driver of one Party while driving in the territory of the other Party;
- C. Suspensions or revocations of Commercial Driver's Licenses and Licencias Federales de Conductor;
- D. Demonstration of valid medical fitness status; and
- E. Any other information as jointly deemed relevant or necessary by the Parties.

## III. Activities of the Working Group

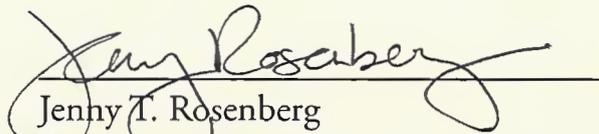
- A. In accordance with Article 6 of the MOU, the Working Group shall meet as necessary to discuss the effective implementation of the provisions of the MOU.
- B. The Working Group may meet on an annual basis to review the exchange of information and any issues that arose in the prior year concerning the ongoing implementation of the MOU. This may include:
  1. Local enforcement of laws and regulations when engaging with drivers of one Party driving in the territory of the other Party;
  2. New statutory or regulatory proposals that may affect Commercial Driver's Licenses or Licencias Federales de Conductor; and
  3. Any other matters that are of concern to either Party.

**ARTICLE 7**

This Amendment shall enter into force on the date of the last note in an exchange of diplomatic notes between the Parties confirming that the Parties have completed their required internal procedures for entry into force of this Amendment

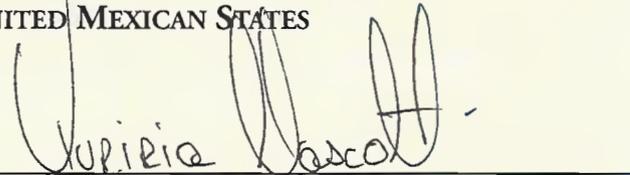
DONE in duplicate at Washington, on the 6<sup>th</sup> day of January, 2017, and at Mexico City, on the 9<sup>th</sup> day of January, 2017, in the English and Spanish languages, both texts being equally authentic.

**FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA**



Jenny T. Rosenberg  
Acting Assistant Secretary for Aviation  
and International Affairs  
U.S. Department of Transportation

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



Yuriria Mascott Pérez  
Subsecretaria de Transporte  
Secretaria de Comunicaciones y Transportes