

**AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED
STATES OF AMERICA AND THE GOVERNMENT OF
EL SALVADOR FOR THE ENFORCEMENT OF MAINTENANCE
OBLIGATIONS**

The Government of the United States of America and the Government of El Salvador, hereinafter referred to as the Parties,

Resolved to establish a uniform and effective framework for the determination of parentage, the enforcement of maintenance obligations and the recognition of maintenance decisions, reimbursement orders and settlements made or recognized within the jurisdiction of any of the Parties,

In accordance with section 459A of the Social Security Act, Title 42, United States Code, section 659A, and legislation in force in El Salvador, respectively,

Have agreed as follows:

**ARTICLE 1
OBJECTIVE**

Subject to the provisions of this Agreement, the Parties hereby seek to provide for:

1. The recognition and enforcement of maintenance orders, reimbursement orders and settlements, hereinafter referred to as maintenance decisions, made or recognized within the jurisdiction of either Party, and
2. A the recovery of maintenance or the reimbursement of maintenance to which a maintenance creditor or, as applicable, a public body having provided benefits for a maintenance creditor subject to the jurisdiction of one Party, hereinafter referred to as the claimant, is entitled from a maintenance debtor who is subject to the jurisdiction of the other Party, hereinafter referred to as the respondent.

**ARTICLE 2
SCOPE**

1. This Agreement shall apply to maintenance obligations arising from a family relationship or parentage. However, where there are no minor children, a maintenance obligation towards a spouse, former spouse or other relative will be enforced in the United States under this Agreement only in those states and other jurisdictions of the United States that elect to do so and have communicated such election to the United States Central Authority, which will in turn inform the Salvadoran Central Authority.
2. This Agreement also applies to the collection of payment arrears on a maintenance decision and to the modification in amounts due under an existing maintenance decision.
3. The remedies provided for in this Agreement for the enforcement of a maintenance

obligation are not exclusive and do not affect the availability of any other remedies.

4. This Agreement shall not apply if the Requested Party makes or recognizes a judicial finding that the person seeking the recovery of maintenance has wrongfully removed or retained the child for whom maintenance is sought in the territory of the Requesting Party.
5. This Agreement shall not apply if application would be manifestly incompatible with the public policy, "ordre public", of the Requested Party.

ARTICLE 3 CENTRAL AUTHORITIES

1. The Parties shall each designate a body as Central Authority which shall facilitate compliance with the provisions of this Agreement.
2. The Central Authority for El Salvador shall be the Procuraduría General de la República, through its offices in the country.
3. The Central Authority for the United States of America shall be the Office of Child Support Enforcement in the Department of Health and Human Services, as authorized by Title IV-D of the Social Security Act.
4. The Parties may designate other public bodies to carry out any of the provisions of this Agreement under co-ordination with the Central Authority.
5. Any changes in the designation of the Central Authority or other public bodies by one Party shall be communicated promptly to the Central Authority of the other Party.
6. The Central Authority or other public body of one Party shall address communications directly to the appropriate Central Authority or to the body designated by the other Party.

ARTICLE 4 APPLICATIONS AND TRANSMISSION OF DOCUMENTS

1. An application for the recovery or reimbursement of maintenance from a respondent subject to the jurisdiction of the Requested Party shall be made by the Central Authority or other designated public body of the Requesting Party, in accordance with the applicable procedures of the Requesting Party.
2. The application shall be made on a standard form in English and Spanish to be agreed upon by the Central Authorities of both Parties, and shall be accompanied by all relevant documents. All documents shall be translated into the language of the Requested Party.
3. The Central Authority or other designated public body of the Requesting Party shall transmit the documents referred to in paragraphs 2 and 5 of this Article to the Central Authority or other designated public body of the Requested Party.
4. Before transmitting the documents to the Requested Party, the Central Authority or

other designated public body of the Requesting Party shall satisfy itself that they comply with the law of the Requesting Party and the requirements of this Agreement.

5. When the application is based on or the documents include a decision issued by a competent court or agency establishing parentage or for the payment of maintenance:
 - a. The Central Authority or other designated public body of the Requesting Party shall transmit a copy of the decision certified in accordance with the requirements of the Requested Party;
 - b. The decision shall be accompanied by a statement of finality or, if not final, a statement of enforceability, and by evidence that the respondent has appeared in the proceedings or has been given notice and an opportunity to appear.
 - c. The Central Authority or other designated body of the Requesting Party shall notify the Central Authority or other designated body of the Requested Party of any subsequent change by operation of law in the amount to be enforced under the decision.
6. In carrying out their tasks under this Agreement, the Parties shall provide each other cooperation, assistance and information within the limits of their respective laws, and consistent with any treaties related to judicial assistance in force between the Parties.
7. All documents transmitted under this Agreement shall be exempt from legalization.

ARTICLE 5

FUNCTIONS OF THE CENTRAL AUTHORITY OF THE REQUESTED PARTY

The Central Authority or other designated public body of the Requested Party shall take on behalf of the claimant all appropriate steps for the recovery or reimbursement of maintenance, including the institution and prosecution of proceedings for maintenance, the determination of parentage where necessary, the execution of any judicial or administrative decision and the collection and timely distribution of payments collected.

ARTICLE 6

COST OF SERVICES

All procedures described in this Agreement, including services of the Central Authority, and necessary legal and administrative assistance, shall be provided by the Central Authority or other designated public body of the Requested Party without cost to the claimant. The costs of blood and tissue testing for parentage determinations shall be borne by the Central Authority or other designated public body of the Requested Party. The Central Authority or other designated public body of the Requested Party may assess costs against the respondent appearing in its jurisdiction.

ARTICLE 7

RECOGNITION AND ENFORCEMENT OF MAINTENANCE DECISIONS

1. Maintenance decisions, including maintenance decisions arising from a determination of parentage, from the Requesting Party, shall be recognized and enforced in the Requested Party to the extent that the facts in the case support

recognition and enforcement under the applicable laws and procedures of the Requested Party.

2. Maintenance decisions made after the failure of the respondent to appear shall be considered as decisions under paragraph 1 if it is demonstrated that notice had been duly given and the opportunity to be heard had been satisfied in accordance with the standards of the Requested Party.
3. The Requested Party shall take appropriate steps to establish a maintenance decision if it is unable, under paragraphs 1 and 2, to recognize a maintenance decision of the Requesting Party.

ARTICLE 8 APPLICABLE LAW

1. All actions and proceedings under this Agreement by either Party shall be carried out pursuant to the law of that Party, including its relevant choice of law provisions.
2. The physical presence of the child, spouse, former spouse or other relative entitled to maintenance, or of the custodial parent or guardian shall not be required in proceedings under this Agreement within the jurisdiction of the Requested Party.

ARTICLE 9 TERRITORIAL APPLICATION

1. For El Salvador, this Agreement shall apply to all the territory of the Republic, and shall constitute a special, public policy law.
2. For the United States of America, this Agreement shall apply to the fifty states, the District of Columbia, Guam, Puerto Rico, the United States Virgin Islands, and any other jurisdiction of the United States participating in Title IV-D of the Social Security Act.

ARTICLE 10 FEDERAL STATE CLAUSE

With respect to the United States, any reference to the law or requirements or procedures or standards of the Requesting or Requested Party shall be construed as a reference to the law, requirements, procedures or standards of the relevant State or other jurisdiction of the United States.

ARTICLE 11 ENTRY INTO FORCE

1. This Agreement shall enter into force on the later of the dates on which each Party has been notified in writing through the diplomatic channel that the legal requirements under domestic law for the entry into force have been fulfilled.

2. This Agreement shall apply to any outstanding maintenance decision, or payment accrued under such decision, regardless of the date of that decision.

**ARTICLE 12
TERMINATION**

1. Either Party may terminate this Agreement by notification in writing addressed to the other Party through the diplomatic channel.
2. The termination shall take effect on the first day of the third month following the receipt of the notification.
3. In the event that either Party's domestic legal authority to carry out its obligations under this Agreement ceases, in whole or in part, either Party may suspend application of this Agreement, or with the agreement of the other Party, any part of this Agreement. In that event, the Parties will seek, to the fullest extent practicable in accordance with domestic law, to minimize unfavorable effects on the continuing recognition and enforcement of maintenance obligations covered by this Agreement.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto, have signed this Agreement.

Done in duplicate, in the English and Spanish languages both of which are equally authentic, on this 30th day of may, 2006.

**For the Government of the United States
of American**

For the Government of El Salvador


**Douglas Barclay
Embassador**


**Francisco Esteban Láinez Rivas
Minister of Foreign Affairs**