



No. 213

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Republic of Guatemala and has the honor to refer to recent discussions between representatives of our two Governments regarding issues related to United States military and civilian personnel (defined as members of the United States Armed Forces and civilian employees of the United States Department of Defense, respectively, hereafter referred to collectively as United States personnel) and United States contractors (defined as non-Republic of Guatemala companies and firms, and their employees who are not nationals of the Republic of Guatemala, under contract to the United States Department of Defense) who may be temporarily present in the Republic of Guatemala in connection with Operation Martillo for a period of 120 days from the time the agreement enters into force. It is understood that the activities to be performed as part of Operation Martillo do not constitute a foreign army passing through Guatemalan territory, nor the temporary establishment of foreign military bases.

DIPLOMATIC NOTE

As a result of these discussions, and with specific references to the Agreement concerning the Free Transit of Military Aircraft between the Government of the United States of America and the Government of the Republic of Guatemala, signed at Guatemala City on December 20, 1949, to the General Agreement of Technical Cooperation between the Government of the United States of America and the Government of the Republic of Guatemala, signed at Guatemala City on September 1, 1954, and to the Military Assistance Agreement between the Government of the United States of America and the Government of the Republic of Guatemala, signed at Guatemala City on June 18, 1955, the Embassy proposes that United States personnel temporarily present in the Republic of Guatemala in connection with Operation Martillo be accorded the privileges, exemptions, and immunities equivalent to those accorded to the administrative and technical staff of a diplomatic mission under the Vienna Convention on Diplomatic Relations of April 18, 1961; that United States personnel may enter and exit the Republic of Guatemala with United States identification and with collective movement or individual travel orders; that the Republic of Guatemala shall accept as valid all professional licenses issued by the United States, States thereof or their political subdivisions to

United States personnel for the provision of services to authorized personnel; and that Republic of Guatemala authorities shall accept as valid, without a driving test or fee, driving licenses or permits issued by the appropriate United States authorities to United States personnel for the operation of vehicles. The Embassy further proposes that United States personnel be authorized to wear uniforms while performing official duties and to carry arms while on duty if authorized to do so by their orders.

The Government of the Republic of Guatemala recognizes the particular importance of disciplinary control by United States Armed Forces authorities over United States personnel and, therefore, authorizes the Government of the United States to exercise criminal jurisdiction over United States military personnel while in the Republic of Guatemala.

The Embassy further proposes that the United States Government (Department of Defense) and United States personnel shall not be liable to pay any tax or similar charge assessed within the Republic of Guatemala and that the United States Government (Department of Defense) and United States

personnel may import into, export out of, and use in the Republic of Guatemala any personal property, equipment, supplies, materiel, technology, training, or services in connection with activities under this Agreement. Such importation, exportation, and use shall be exempt from any inspection, license, other restrictions, customs duties, taxes, or any other charges assessed within the Republic of Guatemala. The Governments of the United States of America and the Republic of Guatemala shall cooperate to take such measures as may be necessary to ensure the security and protection of United States personnel, property, equipment, records, and official information in the Republic of Guatemala.

The Embassy proposes that vessels and vehicles operated by or, at the time, exclusively for the United States Government (Department of Defense) may enter, exit, and move freely within the territory of the Republic of Guatemala, and that such vehicles (whether self-propelled or towed) shall not be subject to the payment of overland transit tolls. Vessels and aircraft owned or operated by or, at the time, exclusively for the United States Government (Department of Defense) shall not be subject to the payment of landing,

parking, or port fees, pilotage charges, lighterage, and harbor dues at facilities owned and operated by the Government of the Republic of Guatemala. Aircraft owned and operated by or, at the time, exclusively for the United States Government (Department of Defense) shall not be subject to payment of navigation, overflight, terminal or similar charges when in the territory of the Republic of Guatemala. The United States Government (Department of Defense) shall pay reasonable charges for services requested and received at rates no less favorable than those paid by the Armed Forces of the Republic of Guatemala less taxes and similar charges. Aircraft and vessels of the United States Government shall be free from boarding and inspection.

The Embassy also proposes that the United States Government (Department of Defense) may contract for any materiel, supplies, equipment, and services (including construction) to be furnished or undertaken in the Republic of Guatemala without restriction as to choice of contractor, supplier, or person who provides such materiel, supplies, equipment or services. Such contracts shall be solicited, awarded and administered in accordance with the laws and regulations of the Government of the United States of America.

Acquisition of articles and services in the Republic of Guatemala by or on behalf of the United States Government (Department of Defense) in connection with activities under this Agreement shall not be subject to any taxes or similar charges in the Republic of Guatemala.

The Embassy further proposes that United States contractors shall not be liable to pay any tax or similar charge assessed within the Republic of Guatemala in connection with activities under this Agreement and that such contractors may import into, export out of, and use in the Republic of Guatemala any personal property, equipment, supplies, materiel, technology, training, or services in fulfillment of contracts with the United States Government (Department of Defense) in connection with activities under this Agreement. Such importation, exportation, and use shall be exempt from any license, other restrictions, customs duties, taxes, or any other charges assessed within the Republic of Guatemala.

The Embassy proposes that United States contractors shall be granted the same treatment as United States personnel with respect to professional and drivers' licenses.

The Embassy proposes that United States personnel shall have freedom of movement and access to and use of mutually agreed transportation, storage, training, and other facilities required in connection with activities under this Agreement.

The Government of the Republic of Guatemala recognizes that it may be necessary for the United States Armed Forces to use the radio spectrum. The United States Government (Department of Defense) shall be allowed to operate its own telecommunication systems (as telecommunication is defined in the 1992 Constitution and Convention of the International Telecommunication Union). This shall include the right to utilize such means and services as required to ensure full ability to operate telecommunication systems, and the right to use all necessary radio spectrum for this purpose. Use of the radio spectrum shall be free of cost to the United States Government.

Further, the Embassy proposes that the Parties waive any and all claims (other than contractual claims) against each other for damage to, loss, or destruction of the other's property or injury or death to personnel of either Party's armed forces or their civilian personnel arising out of the performance of their official duties in connection with activities under this Agreement. Claims by third parties for damages or loss caused by United States personnel shall be resolved by the United States Government in accordance with United States laws and regulations.

Finally, the Embassy proposes further that our two governments or their designated representatives may enter into implementing arrangements to carry out the provisions of this Agreement.

If the foregoing is acceptable to the Government of the Republic of Guatemala, the Embassy proposes that this note, together with the Ministry's reply to that effect, shall constitute an agreement between the two Governments, which shall enter into force on the date of the Ministry's note

informing the Embassy of the fulfillment of legal requirements by the Government of Guatemala for entry into force of the Agreement.

The Embassy of the United States avails itself of this opportunity to renew to the Ministry of Foreign Affairs of the Republic of Guatemala the assurances of its highest consideration.

Embassy of the United States of America,

Guatemala, July 16, 2012.

BW



TRANSLATION

**Republic of Guatemala
Ministry of Foreign Affairs**

Exp. 2947-2012
II-5/Am.10

Guatemala City, July 20, 2012

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Embassy of the United States of America
Guatemala City

The Ministry of Foreign Affairs of the Republic of Guatemala presents its compliments to the Embassy of the United States of America and has the honor to refer to the agreement reached through the exchange of notes dated July 16, and 17, 2012 between the Government of the Republic of Guatemala and the Government of the United States of America concerning Operation Martillo. The President of the Republic of Guatemala subsequently ratified this agreement by means of a legal instrument dated July 19, 2012.

In this regard, the Ministry of Foreign Affairs has the honor to inform the Embassy of the United States of America that the Government of Guatemala has fulfilled the legal requirements for the agreement to enter into force and pursuant thereto, the agreement shall enter into force as of the date of this note.

[Complimentary close.]

[Initialed]

[Ministry stamp]