The 13 Agreements between



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Belize and Guatemala

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AGREEMENT BETWEEN BELIZE AND THE REPUBLIC OF GUATEMALA FOR THE PROTECTION, CONSERVATION, RECOVERY AND RETURN OF ITEMS OF CULTURAL AND NATURAL PATRIMONY WHICH HAVE BEEN STOLEN, PILFERED, LOOTED, EXPORTED, IMPORTED OR TRAFFICKED UNLAWFULLY

Belize and the Republic of Guatemala, hereinafter called "the Parties,"

CONSIDERING

That both Parties are signatories to the Convention Concerning the Protection of the World, Cultural and Natural Heritage of United Nations Educational, Scientific, and Cultural Organization (UNESCO) and to the Convention on the Means of Prohibiting and Preventing the Illicit Import, Export and Transfer of Ownership of Cultural Property;

That the archaeological, artistic, historic, religious and cultural patrimony and those belonging to the natural heritage are the expressions of the wealth of the people; that their protection, conservation, recovery and return and the fight against theft, pilferage, looting and the unlawful exports, imports or trafficking are priority tasks for the Parties;

That cooperation between the Parties to return the cultural and natural assets which have been stolen, pilfered, looted, exported, imported or trafficked unlawfully constitutes an effective manner of protecting and recognizing the right of each country as the original owner of said assets, as well as an important contribution to the protection and preservation of its cultural and natural heritage;

That it is necessary to establish procedures for the recovery and return of the said items of cultural and natural heritage;

That the unique and distinctive character of the cultural and natural heritage of the respective Parties must be protected and preserved;

RECOGNIZING

That the archaeological, artistic, historic, religious and cultural patrimony of each Party is unique and should not be the object of theft, pilferage, looting and the unlawful export, import or trafficking;

CONSCIOUS

Of the serious damage that the theft, pilferage, looting and the unlawful export, import or trafficking presents to the Parties in relation to assets belonging to its patrimony, both the loss of these assets and the damage which is caused to archaeological sites and monuments and other archaeological materials; the flora, fauna and palaeontological heritage and other historic, cultural and natural interests;

ENCOURAGED

By the mutual desire to stimulate the protection, research and appreciation of the archaeological, artistic, historic, religious and cultural heritage assets and those belonging to the natural patrimony.

CONFIDENT

That cooperation between the Parties for the recovery of the archaeological, artistic, historic, religious and cultural heritage assets and those belonging to the natural patrimony which have been the object of theft, pilferage, looting and unlawful export, import or trafficking constitutes an efficient means to protect and acknowledge the right of the original owner of each Party.

Agree as follows:

ARTICLE 1 OBJECTIVE

The current Agreement aims to establish the basis and procedures on which the Parties shall cooperate on matters of protection, conservation, recovery and return of the archaeological, artistic, historic, religious and cultural assets and those matters comprising the natural and cultural patrimony which have been the subject of theft, looting, pilferage, the unlawful export, import or trafficking in their territories, as well as to enhance legal assistance in regards to investigation, prosecution and sanction of those responsible for these crimes.

ARTICLE 2 DEFINITIONS

For the purposes of this Agreement the term cultural patrimony shall be interpreted with the same effect as the term "cultural property" as stipulated in Article 1 of the Convention on the Means of Prohibiting and Preventing the Illicit Import, Export and Transfer of Ownership of Cultural Property.

ARTICLE 3 IMPLEMENTATION

The current Agreement applies to all categories of the cultural and natural heritage recognized by the national regulations of each Party, as well as by the pertinent international regulations.

ARTICLE 4 COMMITMENTS OF THE PARTIES

The Parties jointly commit to:

- a) Prohibit or impede the entry into their respective territory of cultural, archaelogical, artistic, historic, religious and cultural assets from the other Party, that have been the subject of theft, looting, export, import and unlawful trafficking from the Party of origin.
- b) To take all legal measures at their disposal to prevent the export, import and unlawful trafficking of cultural patrimony and natural heritage.
- c) To utilize all means at their disposal for the seizure, recovery and return by petition of the State of origin, all those cultural assets that have been unlawfully removed, traded, exported or trafficked.
- d) To immediately inform the other Party, through theft reports, ideally via the format of the Object ID of cultural assets that have been the subject of theft, looting, export, import and unlawful trafficking when there is reason to believe that such items will be traded internationally.
- e) To carry out inter-institutional cooperation in each Party via administrative bodies that contribute to protect, prevent, and control those assets which are cultural heritage, for the purpose of preventing crimes committed in respect thereof and for criminal prosecution and sanctions where necessary.
- f) To promote the exchange of technical and professional knowledge on best practices through courses and/or workshops for recording and cataloguing cultural assets, as well as the prevention and control of their unlawful trafficking;
- g) The Parties will plan and fund activities for these purposes as jointly agreed and will seek national and/or international funding.



ARTICLE 5 RETURN OF ASSETS

When one of the Parties knows of the entry of assets which are part of the cultural patrimony of the other Party into its territory, which have been the subject of theft, looting, export, import and unlawful trafficking, that Party will proceed to take measures for their immediate return.

The following procedure will be followed by the Parties for recovery and return:

- a) Promptly notify of the finding of cultural assets of unknown or doubtful origin and provide the other Party with all documentation of each cultural asset so located;
- b) The Party in possession of such cultural assets will ensure the safeguarding of such items under ideal conditions to ensure their proper conservation and security, being responsive to suggestions by the requesting Party as much as possible;
- c) The requesting Party will analyze and verify the cultural assets, based on documentation received using technical-professional procedures. If a physical examination is necessary at the safeguarding site, the other Party will provide administrative and technical assistance for such examination.
- d) Based on the results of the technical examination, the requesting Party may present a request for return through diplomatic channels, which shall be governed by this Agreement and in accordance with international conventions of which both are parties.
- e) The Parties, through their respective Central Authorities, will process the necessary documents and authorizations to facilitate the return of cultural assets to the Party of origin.

ARTICLE 6 CENTRAL AUTHORITIES

The Parties will designate, through diplomatic channels, the respective Central Authorities that will be charged with implementing this Agreement.

ARTICLE 7 INFORMATION EXCHANGE

The Parties will exchange information on all matters related to this Agreement, pursuant to their respective laws;

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ARTICLE 8 TAX EXEMPTIONS

In accordance with the provisions of their respective national laws, as well as with the international treaties to which both are party, the return of the assets will be exempt from taxes and other customs duties, whether fiscal, monetary or of any other nature;

ARTICLE 9 FINAL PROVISIONS

- 1. The present Agreement is based on the "Framework Agreement for Negotiations and Confidence Building Measures between Belize and Guatemala," signed on 7th September 2005, that has as an objective the maintenance and deepening of friendly bilateral relations until the Territorial, Insular and Maritime Dispute is permanently resolved.
- 2. This Agreement is also based on the Road Map for the Strengthening of the Bilateral Relations signed in Washington, D.C. United States of America on 24th January 2014 by the Ministers of Foreign Affairs of the Parties, in which it was agreed to develop a programme of activities for the strengthening of the bilateral relations.
- 3. The present instrument shall not constitute a total or partial waiver of sovereignty over any territory (land, insular and maritime) claimed by either Party; nor shall any rights of either Party to such territory be prejudiced; nor shall any precedent be established for the strengthening or weakening of either Party's claims to any such territory. Each Party expressly reserves its rights with respect to its claims of sovereignty over any territory (land, insular or maritime).
- 4. The Parties agree that neither Party will use against the other, in any forum in which their territorial differendum may be addressed in the future, the fact that either of the Parties has accepted, agreed to, complied with or implemented any of the confidence building measures included herein.
- 5. Any dispute arising from the interpretation or application of this Agreement shall be resolved amicably through diplomatic channels.
- 6. This Agreement will enter into force on the date when both sides have received notification via diplomatic note that their respective legal requirements have been met.
- 7. The present Agreement will have a duration of ten (10) years and will be automatically extended for equal periods, unless any of the Parties, through written

communication via diplomatic channels, revokes it, and the termination will be effective one (1) year after the respective notification.

8. The termination of this Agreement shall not affect the rights or benefits already acquired by the individuals by virtue of this Agreement.

9. This Agreement may be amended by mutual agreement of the Parties through written communications via diplomatic channels. Its entry into force will be in accordance with paragraph 6 of this Article.

Done in Placencia, Belize, on December 17, 2014 in two original copies, in the Spanish and English language, both texts being equally authentic.

FOR BELIZE

FOR THE REPUBLIC OF GUATEMALA

WILFRED ELRINGTON

CARLOS RAUL MORALES MOSCOSO

ATTORNEY GENERAL AND MINISTER OF FOREIGN AFFAIRS MINISTER OF FOREIGN AFFAIRS

JOSÉ MIGUEL INSULZA

SECRETARY GENERAL OF THE ORGANIZATION OF AMERICAN STATES

(WITNESS OF HONOUR)

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AGREEMENT BETWEEN BELIZE AND THE REPUBLIC OF GUATEMALA ON THE MUTUAL RECOGNITION OF DRIVER'S LICENSES

Belize and the Republic of Guatemala, hereinafter referred to as the "Parties",

Desirous of strengthening the friendly relations between the two countries, on the basis of the principle of reciprocity, with the intention of ensuring the mutual recognition of driver's licenses issued in Belize and the Republic of Guatemala,

Have agreed as follows:

ARTICLE 1

The Parties shall mutually recognize, in conformity with their national legislation, the driver's licenses issued by the competent authority of the other Party, without any further requirements on the part of the holder of the driver's license. Driver's licenses shall be recognized in accordance with the table of equivalence set out via the diplomatic channels.

This recognition shall not contravene the national legislation of either country relating to driving restrictions based on the age, health or mental condition of an applicant for a driver's license.

ARTICLE 2

Any competent authority may request the competent authority of the other Party to verify the validity and authenticity of a driver's license by the most expeditious means.

ARTICLE 3

- (1) The Parties shall provide to each other the following information:
- a) Full names, addresses, phone and fax numbers and e-mail addresses of their competent authorities and
- b) Samples of their valid drivers' licenses covered by the Annex to this Agreement.
- (2) The Parties shall promptly inform each other of any changes to their drivers' licenses or any changes or amendments to their national legislation, which may affect the implementation of this Agreement, as well as of any changes in the contact information of their competent authorities.

ARTICLE 4

- 1. The present Agreement is based on the "Framework Agreement for Negotiations and Confidence Building Measures between Belize and Guatemala," signed on 7th September 2005, that has as an objective the maintenance and deepening of friendly bilateral relations until the Territorial, Insular and Maritime Dispute is permanently resolved.
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- 3. The present instrument shall not constitute a total or partial waiver of sovereignty over any territory (land, insular and maritime) claimed by either Party; nor shall any rights of either Party to such territory be prejudiced; nor shall any precedent be established for the strengthening or weakening of either Party's claims to any such territory. Each Party expressly reserves its rights with respect to its claims of sovereignty over any territory (land, insular or maritime).
- 4. The Parties agree that neither Party will use against the other, in any forum in which their territorial differendum may be addressed in the future, the fact that either of the Parties has accepted, agreed to, complied with or implemented any of the confidence building measures included herein.
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FOR BELIZE

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MINISTER OF FOREIGN AFFAIRS

JOSÉ MIGUEL INSULZA

SECRETARY GENERAL OF THE ORGANIZATION OF AMERICAN STATES

(WITNESS OF HONOUR)

AGREEMENT BETWEEN BELIZE AND THE REPUBLIC OF GUATEMALA ON THE EQUIVALENCY OF STUDIES AND THE RECOGNITION OF EDUCATIONAL DOCUMENTS

Belize and the Republic of Guatemala, hereinafter referred to as "The Parties",

CONSCIOUS that education is a key factor for the integral development of the individual person, knowledge and national and universal culture;

CONSIDERING that the promotion of educational integration processes will foster higher learning and reciprocal benefits through the equivalency of studies and recognition of educational documents.

DESIROUS of enhancing cooperation in education between the Parties;

Agree as follows:

ARTICLE 1

- 1. The Parties, through their respective Ministries of Education, shall grant equivalency of studies at the levels of preschool, primary, secondary and technical and vocational training in recognized institutions and in accordance with the current legislation in each of the Parties
- 2. The respective Ministries of Education shall, on the basis of equivalency, recognize certificates, titles, degrees, diplomas or other documents issued (hereinafter referred to as "educational documents") by recognized educational institutions.
- 3. The purpose of the recognition of documents and the equivalency of studies aforementioned is to enable the continuation of studies in any of the Parties.

ARTICLE 2

- 1. For the application of the present Agreement, the Parties shall exchange:
 - a) The laws, regulations or other documents that govern teaching at the levels of preschool, primary and secondary in their country,
 - b) The current curricula at the level of preschool, primary and secondary.
- 2. Each Party will inform the other of any changes that occur in its national legislation that affect the granting of educational documents.

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ARTICLE 3

- 1. The request for recognition of educational documents and equivalency of studies shall be submitted to the respective Ministries of Education.
- 2. The processing of such requests will be carried out in accordance with the current national legislation of the respective Party.

ARTICLE 4

- 1. The present Agreement is based on the "Framework Agreement for Negotiations and Confidence Building Measures between Belize and Guatemala," signed on 7th September 2005, that has as an objective the maintenance and deepening of friendly bilateral relations until the Territorial, Insular and Maritime Dispute is permanently resolved.
- 2. This Agreement is also based on the Road Map for the Strengthening of the Bilateral Relations signed in Washington, D.C. United States of America on 24th January 2014 by the Ministers of Foreign Affairs of the Parties, in which it was agreed to develop a programme of activities for the strengthening of the bilateral relations.
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(WITNESS OF HONOUR)

AGREEMENT BETWEEN BELIZE AND THE REPUBLIC OF GUATEMALA ON ELECTRIC POWER TRADE, TRANSMISSION INTERCONNECTION AND GRID CONNECTIVITY

Belize and the Republic of Guatemala (hereinafter referred to as the 'Party' or as the 'Parties');

Bearing in mind the friendly relations and the mutual trust existing between the two Governments and their peoples;

Taking into account that on 15 June, 2001 the Plan Puebla Panama (PPP) – now the Mesoamerica Project (MP) – was adopted with the purpose of improving the quality of life of the inhabitants of the region; and that the strategy includes various initiatives and projects, including electrical interconnectivity, as well as the following projects: 1) development of the electrical interconnectivity system of the countries of Central America (SIEPAC); 2) interconnection project between Guatemala and Mexico; 3) interconnection project between Belize and Guatemala;

Bearing in mind that the first two projects have been completed and that only the interconnection between Belize and Guatemala is pending, and that this project seeks to integrate the electrical system of Belize to the Regional Electrical Market of the Central American Isthmus by interconnecting the electrical transmission systems of Belize and Guatemala;

Recognizing that energy security and competitiveness are key to development and to improving the quality of life of their people;

Have agreed as follows:

ARTICLE 1

This Agreement aims to promote cooperation in the power sector, including developing transmission infrastructure to interconnect the electrical systems of both countries, as well as the necessary norms that will enable the trade of electrical energy between both countries on mutually acceptable terms and conditions.

ARTICLE 2

The Parties will facilitate mutual power trade agreements between them in a coordinated manner, subject to their respective local laws and regulations.

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ARTICLE 3

- a. The Parties shall take necessary measures to speed up interconnection planning and construction by inviting and facilitating public and/or private sector enterprises including encouraging joint venture investments between the Parties.
- b. The terms and conditions for the development of interconnection transmission projects of the Parties' electrical systems shall be established in separate agreements on a project by project basis. These will be jointly determined by the relevant authorities designated by the Parties.

ARTICLE 4

- a. The Parties will jointly define the way to develop the interconnection infrastructure and establish regulations for energy trade.
- b. Both parties will mutually work on resolving issues related to tariffs, duties, liens, quotas, taxes or other charges, if any of them should be a barrier to interconnectivity and trade between the Parties.
- c. The Parties will allow generators, traders, distributors, large users, operators and license holders to participate in power trade agreements and will facilitate access to interconnection between the Parties, in accordance with their respective laws.
- d. The Parties will facilitate the trade of electric power through such interconnection subject to their national demand supply needs.
- e. In order to exchange energy via interconnection, interested parties shall comply with all national requirements of each respective Party and with pertinent regulations under this agreement.
- f. The Parties will make their best effort to ensure the flow of energy through the interconnection line between them, subject to the safety, security, stability and reliability requirements of their electrical grids, complying with applicable standards according to the national regulations of each country.

ARTICLE 5

The Parties through their respective designated authorities shall cooperate and reach agreements on the construction and operation of interconnection lines and on trade between their electrical systems.

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ARTICLE 6

This Agreement shall not affect the rights and obligations under existing agreements with third countries.

ARTICLE 7

- 1. The present Agreement is based on the "Framework Agreement for Negotiations and Confidence Building Measures between Belize and Guatemala," signed on 7th September 2005, that has as an objective the maintenance and deepening of friendly bilateral relations until the Territorial, Insular and Maritime Dispute is permanently resolved.
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- 3. The present instrument shall not constitute a total or partial waiver of sovereignty over any territory (land, insular and maritime) claimed by either Party; nor shall any rights of either Party to such territory be prejudiced; nor shall any precedent be established for the strengthening or weakening of either Party's claims to any such territory. Each Party expressly reserves its rights with respect to its claims of sovereignty over any territory (land, insular or maritime).
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FOR BELIZE

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SECRETARY GENERAL OF THE ORGANIZATION OF AMERICAN STATES
(WITNESS OF HONOUR)

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AGREEMENT BETWEEN BELIZE AND THE REPUBLIC OF GUATEMALA FOR THE PROTECTION OF THE ENVIRONMENT AND THE SUSTAINABLE USE OF RESOURCES

Belize and the Republic of Guatemala, herein after "the Parties"

CONSIDERING that Belize and Guatemala are countries rich in natural resources and are confronted with similar environmental challenges;

COMMITTED to the objective of maintaining and deepening the bilateral ties of friendship and cooperation;

RECOGNIZING the importance of promoting and enhancing cooperation between the Parties on matters relating to forests, ecosystems and protected areas, enhancing protection, conservation and sustainable management of their natural resources, focusing on sustainable development and implementation of preventative measures bearing in mind security and the respect for human rights.

CONVINCED that the impact of environmental degradation of these areas negatively affects the peoples of the Parties

Agree as follows:

ARTICLE 1 OBJECTIVE

The objective of the current Agreement is to design a framework for cooperation and strategic collaboration between the Parties, with the aim of improving the protection and conservation of the environment and of protected areas, through joint efforts which include:

- a) the participation of their peoples in the conservation and promotion of biodiversity;
- b) the maintenance of vital functions of the natural ecosystems;
- c) the management and sustainable use of natural resources.

ARTICLE 2 JOINT COORDINATING MECHANISM

- 1. The Parties shall establish a joint coordinating mechanism in order to obtain the desired success of this Agreement;
- 2. The participants in the joint coordinating mechanism will be designated by the Parties through the respective Ministries of Foreign Affairs;

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- 3. The Joint Coordinating Mechanism may form working groups comprised of institutions relevant to the subject area and may include the participation of representatives of civil society;
- 4. The Joint Coordinating Mechanism shall meet as often as necessary but not less than semi-annually, at a time and place mutually agreed.

ARTICLE 3 PLAN OF ACTION

The Joint Coordinating Mechanism will define a Plan of Action for the development of specific programs under this Agreement, with a defined implementation timeframe.

The Action Plan shall focus, in the first instance, on the following:

- a) Environmental Safety (protection, monitoring and enforcement of respective laws relating to protected areas).
- b) Protection and management of watersheds.
- c) Protection of archaeological sites and cultural and natural heritage.
- d) Community development through the sustainable management of natural resources.
- e) Environmental education aimed at populations in the vicinity of protected areas.
- f) Information and awareness campaigns for the prevention of illegal activities in protected areas.
- g) Protection and monitoring of threatened and endangered species.
- h) Capacity building and information exchange for the integrated administration and management of protected areas in conformity with their respective national laws.
- i) Promote the respect for and enforcement of environmental laws and regulations of the Parties.
- j) Identify critical areas, threats and impacts, and the strategies to reduce them
- k) Promote best practices for conservation and alternatives for sustainability.

ARTICLE 4 FUNDING

The activities carried out under the framework of this Agreement will be funded by the Parties and through alternative sources.

The funding available for the implementation of the activities under the framework of this Agreement, shall be invested directly and efficiently to ensure rapid impacts in respect of the protection of the environment and the peoples adjacent to protected areas.

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ARTICLE 5 FINAL PROVISIONS

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JOSE MIGUEL INSULZA

SECRETARY GENERAL OF THE ORGANIZATION OF AMERICAN STATES

(WITNESS OF HONOUR)

AGREEMENT BETWEEN BELIZE AND THE REPUBLIC OF GUATEMALA ON EXPEDITED DEPORTATION

The Republic of Guatemala and Belize, hereinafter "the Parties",

CONSCIOUS of the objective of maintaining and deepening friendly bilateral relations;

CONVINCED that the way to ensure an expedited procedure for the safe deportation of their nationals, with irregular migration status is through a formal agreement between the parties.

Agree as follows:

ARTICLE 1 OBJECTIVE

The objective of this Agreement is to establish an expedited procedure for the safe deportation of those nationals of either Party whose immigration status is irregular.

ARTICLE 2 DEPORTATION

- 1. Nationals of either party who enter or remain in the territory of the other party, without complying with the requirements of domestic law or who make false statements to immigration authorities will be deported to their country of origin.
- 2. In cases where nationals of the other Party with an irregular immigration status have completed a penal sentence, the respective authority may make that person available to immigration authorities for immediate deportation.
- 3. Immediate deportation without any other sanctions shall be considered for those first-time offenders whose only offense is illegal entry. This will not apply to repeat offenders or to persons who have committed other offenses, apart from the illegal entry.

ARTICLE 3 COSTS OF DEPORTATION

All expenses incurred by the deportation of nationals of the Parties, will be borne by the Party carrying out the deportation.

ARTICLE 4 FINAL PROVISIONS

- 1. The present Agreement is based on the "Framework Agreement for Negotiations and Confidence Building Measures between Belize and Guatemala," signed on 7th September 2005, that has as an objective the maintenance and deepening of friendly bilateral relations until the Territorial, Insular and Maritime Dispute is permanently resolved.
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- 8. The termination of this Agreement shall not affect the rights or benefits already acquired by the individuals by virtue of this Agreement.

9. This Agreement may be amended by mutual agreement of the Parties through written communications via diplomatic channels. Its entry into force will be in accordance with paragraph 6 of this Article.

Done in Placencia, Belize, on December 17, 2014 in two original copies, in the Spanish and English language, both texts being equally authentic.

FOR BELIZE

WILFRED ELRINGTON

ATTORNEY GENERAL
AND MINISTER OF FOREIGN AFFAIRS

FOR THE REPUBLIC OF GUATEMALA

CARLOS RAUL MORALES MOSCOSO

MINISTER OF FOREIGN AFFAIRS

JOSÉ MIGUEL INSULZA

SECRETARY GENERAL OF THE ORGANIZATION OF AMERICAN STATES

(WITNESS OF HONOUR)

AGREEMENT BETWEEN BELIZE AND THE REPUBLIC OF GUATEMALA ON THE MOVEMENT OF STUDENTS THROUGH TERRESTRIAL PORTS OF ENTRY

Belize and the Republic of Guatemala, hereinafter "the Parties",

COMMITTED to the objective of maintaining and deepening bilateral friendly relations;

CONVINCED that the education of their peoples contributes to the betterment of their quality of life and to the economic development of their countries;

CONSIDERING that the most effective manner of achieving swift and safe transit of students, who move daily from one country to the other, is through a formal Agreement between the Parties.

DESIROUS of facilitating passage through terrestrial ports between Belize and Guatemala to preschool, primary, and secondary students who travel daily from one Party to the other for the purposes of receiving an education in the territory of the other Party and same day return to their country of origin.

Agree as follows:

ARTICLE 1 OBJECTIVE

The objective of this Agreement is to facilitate swift and safe passage of students of preschool, primary and secondary level, who move daily from one country to another for academic studies and the same day return to their country of origin.

ARTICLE 2 PROCEDURE FOR ACCREDITATION AS A STUDENT

Preschool, primary, and secondary students who have been accepted into a recognized school of the other Party, must complete the legal immigration requirements for entry.

Immigration authorities of the Parties must verify that the student provide relevant documentation required by immigration and education authorities.

Immigration authorities shall keep a register of all accredited students, and recognize or issue a valid identification card to the student, which shall allow the student to enter through existing legal terrestrial entry points.

The Parties should take actions in a coordinated manner to ensure a swift and safe passage of students through legal terrestrial entry points. For this purpose the Parties will:

- 1. Ensure the transfer of information electronically and in real time for students who exit from each of their respective countries, to perform a single immigration procedure.
- 2. Establish procedures or guidelines for the implementation for the swift and safe passage of students through legal terrestrial entry points.
- 3. Designate the relevant officials to monitor and maintain student databases and immigration records as well as monitor the implementation of this Agreement.
- 4. Share information and alerts about missing or kidnapped children or teenagers.
- 5. Establish the necessary mechanisms to ensure the confidentiality, integrity and availability of information through secure transmission, processing and storage.
- 6. Enhance human resource capabilities and procedures for the sharing of best practices and provide updated information on immigration law.
- 7. Those who transport the students between the territories of the Parties shall be responsible for their safety and protection in accordance with the respective national legislation of the Parties.

ARTICLE 3 CREDENTIAL

- 1. The granting or recognition of the student identification as stipulated in the previous article does not entitle any immigration status to the student, and only allows for the swift and safe passage for same day entry and return through the legal terrestrial entry points.
- 2. Students from each Party must meet the migration and educational requirements of either Party.

ARTICLE 4 FINAL PROVISIONS

1. The present Agreement is based on the "Framework Agreement for Negotiations and Confidence Building Measures between Belize and Guatemala," signed on 7th September 2005, that has as an objective the maintenance and deepening of friendly

bilateral relations until the Territorial, Insular and Maritime Dispute is permanently resolved.

- 2. This Agreement is also based on the Road Map for the Strengthening of the Bilateral Relations signed in Washington, D.C. United States of America on 24th January 2014 by the Ministers of Foreign Affairs of the Parties, in which it was agreed to develop a programme of activities for the strengthening of the bilateral relations.
- 3. The present instrument shall not constitute a total or partial waiver of sovereignty over any territory (land, insular and maritime) claimed by either Party; nor shall any rights of either Party to such territory be prejudiced; nor shall any precedent be established for the strengthening or weakening of either Party's claims to any such territory. Each Party expressly reserves its rights with respect to its claims of sovereignty over any territory (land, insular or maritime).
- 4. The Parties agree that neither Party will use against the other, in any forum in which their territorial differendum may be addressed in the future, the fact that either of the Parties has accepted, agreed to, complied with or implemented any of the confidence building measures included herein.
- 5. Any dispute arising from the interpretation or application of this Agreement shall be resolved amicably through diplomatic channels.
- 6. This Agreement will enter into force on the date when both sides have received notification via diplomatic note that their respective legal requirements have been met.
- 7. The present Agreement will have a duration of ten (10) years and will be automatically extended for equal periods, unless any of the Parties, through written communication via diplomatic channels, revokes it, and the termination will be effective one (1) year after the respective notification.
- 8. The termination of this Agreement shall not affect the rights or benefits already acquired by the individuals by virtue of this Agreement.
- 9. This Agreement may be amended by mutual agreement of the Parties through written communications via diplomatic channels. Its entry into force will be in accordance with paragraph 6 of this Article.

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Done in Placencia, Belize, on December 17, 2014 in two original copies, in the Spanish and English language, both texts being equally authentic.

FOR BELIZE

FOR THE REPUBLIC OF GUATEMALA

WILFRED ELRINGTON

CARLOS RAÚL MORALES MOSCOSO

ATTORNEY GENERAL
AND MINISTER OF FOREIGN AFFAIRS

MINISTER OF FOREIGN AFFAIRS

JOSÉ MIGUEL INSULZA

SECRETARY GENERAL OF THE ORGANIZATION OF AMERICAN STATES
(WITNESS OF HONOUR)

AGREEMENT BETWEEN BELIZE AND THE REPUBLIC OF GUATEMALA FOR THE SERVING OF PENAL SENTENCES

Belize and the Republic of Guatemala, hereinafter "The Parties",

CONCIOUS of the objective of maintaining and deepening the friendly bilateral relations;

ENCOURAGED by the will to contribute to facilitate the rehabilitation of persons sentenced for crimes, which deprive them of their liberty, by allowing them to serve their sentences in the country of which they are nationals;

CONVINCED that a way of contributing to the objective of obtaining social rehabilitation in a more effective manner, of the sentenced person, is by transferring them to the country of which they are nationals.

Agree as follows:

ARTICLE 1 OBJECTIVE

The Parties commit, under the terms of this Agreement, to cooperate in the broadest way possible in the area of the serving of penal sentences of persons deprived of their liberty in their respective country.

ARTICLE 2 DEFINITIONS

For the purpose of the present Agreement:

- 1. Sentencing State: the Party from which the sentenced person would be transferred.
- 2. Receiving State: The Party to which the sentenced person would be transferred.
- 3. Sentence: means the final judicial decision imposing, as a penalty, for the commission of a criminal offense, imprisonment or a term of parole, provision or other form of supervision without imprisonment. A sentence is understood to be final when no ordinary legal appeal against the conviction or sentence is pending in the sentencing State and the period for its appeal has expired.
- 4. Sentenced person: the person who is to serve or is serving a sentence in the territory of the other Party.

ARTICLE 3 GENERAL PRINCIPLES

- 1. A sentence imposed on a Belizean national in the Republic of Guatemala may be served in Belize.
- 2. A sentence imposed on a Guatemalan national in Belize may be served in Guatemala.

ARTICLE 4 REQUESTS FOR TRANSFER

- 1. The transfer can be requested by the Sentencing State or by the Receiving State.
- 2. The request for transfer and the response will be done in writing through diplomatic channels.
- 3. To ensure the compliance of the penal sentences the Parties will designate through diplomatic channels Central Authorities that will be charged with implementing this Agreement.
- 4. Once the transfer file is complete, the Sentencing State will inform the Receiving State, in the shortest possible time, of the decision to accept or deny the transfer request.

ARTICLE 5 CONDITIONS FOR THE APPLICATION OF THIS AGREEMENT

The present Agreement will only be applied under the following conditions:

- 1. The sentence must be final, as defined in Article 2.4 of this Agreement.
- 2. The sentenced person must consent to the transfer in writing, having been previously informed of the legal consequences thereof.
- 3. The sentenced person must be a national of the receiving state.
- 4. The sentence to be served must not be the death penalty.
- 5. The administration of the sentence must not be contrary to domestic law in the receiving state.

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- 6. That the sentenced person does not have any pending legal matters including criminal proceedings against him in the Sentencing State.
- 7. That, in case of incapacity, the legal representative of the sentenced person gives consent on his behalf for the transfer.
- 8. That no extradition request exists by one of the State Parties or by a third State that is pending to be resolved.
- 9. That the duration of the sentence that is being served, at the time of the request is at least for six months. In exceptional cases, the Parties may agree to permit the transfer of a sentenced person when the duration of the sentence is less than six months.
- 10. Where the Central Authorities of the Parties agree that the transfer of the sentenced person will contribute to his social rehabilitation or general welfare.
- 11. That the sentenced person has paid fines imposed, if any, or that such fines have been converted in prison time by the judicial authority in accordance with the penal sentence; or that the payment is guaranteed to the satisfaction of the Sentencing State, including the payment or guarantee for reparations of damages, where applicable. It is the right of the Sentencing State to forego or cancel in favour of the sentenced person the payment of the reparations of damages in accordance with its national legislation.

ARTICLE 6 PROVISION OF INFORMATION

- 1. Each Party shall inform any sentenced person covered by the provisions of this Agreement as to its content.
- 2. The Parties shall keep the sentenced person informed as to the processing of the transfer, through the competent authorities.

ARTICLE 7 PRESENTATION OF REQUESTS

The transfer of a sentenced person from one state to another shall be subject to the following procedure:

1. The request for application of this agreement may be made by the Sentencing State, the Receiving State, or the Sentenced Person. The procedures for the transfer may be

- initiated by the Sentencing State or by the Receiving State. In these cases, it is required that the Sentenced Person has expressed consent to the transfer.
- 2. The request for transfer shall be processed through the central authorities indicated pursuant to Article 4.3 of this Agreement, or, in the absence thereof, through consular or diplomatic channels. In conformity with its domestic law, each Party shall inform those authorities it considers necessary as to the content of this Agreement. It shall also endeavor to establish mechanisms for cooperation among the central authority and the other authorities that are to participate in the transfer of the sentenced person.
- 3. The request for transfer shall furnish pertinent information establishing that the conditions of Article 5 have been met.
- 4. Before the transfer is made, the Sentencing State shall permit the Receiving State to verify, if it wishes, through an official designated by the latter, that the sentenced person has given consent to the transfer in full knowledge of the legal consequences thereof.
- 5. In taking a decision on the transfer of a Sentenced Person, the States Parties may consider, among other factors, the possibility of contributing to the person's social rehabilitation; the gravity of the offense; the criminal record of the Sentenced Person, if any; the state of health of the Sentenced Person; and the family, social, or other ties the Sentenced Person may have in the Sentencing State and the Receiving State.
- 6. The Sentencing State shall provide the Receiving State with a certified copy of the sentence, including information on the amount of time already served by the Sentenced Person and on the time off that could be credited for reasons such as work, good behavior, or pretrial detention. The Receiving State may request such other information, as it deems necessary.
- 7. Surrender of the Sentenced Person by the Sentencing State to the Receiving State shall be effected at the place agreed upon by the central authorities.
- 8. The Receiving State shall be responsible for custody of the Sentenced Person from the moment of delivery.
- All expenses that arise in connection with the transfer of the sentenced person until that
 person is placed in the custody of the Receiving State shall be borne by the Sentencing
 State.

10. The Receiving State shall be responsible for all expenses arising from the transfer of the sentenced person as of the moment that person is placed in the Receiving State's custody.

ARTICLE 8 DOCUMENTATION

- 1. The request for transfer shall include documentation that proves the following:
 - a) The name, date of birth and place of birth of the Sentenced Person;
 - b) A document, which proves the nationality or legal residency of the Sentenced Person.
- 2. The request for transfer should also include documentation that proves the following:
 - a) A certified copy of the sentence, indicating that it is final;
 - b) The time served and any time that has to be credited such as, amongst others, good conduct or preventative prison, reduction of the sentence, and any other circumstances concerning the execution of the sentence.
 - c) After the transfer has been approved, medical and social reports of the sentenced person, all the information on his treatment in the Sentencing State and all recommendations about his treatment in the Receiving State; and
 - d) Any additional information that can be useful to the authorities of the Receiving State to determine the treatment of the Sentenced Person with a view to his social rehabilitation.
- 3. The documents that are delivered from one Party to another in the application of this Agreement, shall comply with the formalities of the relevant domestic legislation. All pertinent documents shall be sent with the proper translation.

ARTICLE 9 CONTINUATION OF SENTENCE

Sentences will continue to be served in the Receiving State in accordance with the laws of that State, subject to the following conditions:

- a) Must be governed by the juridical nature and the duration of the sentence imposed in the Sentencing State;
- b) It will credit the full period of remand prison time; and
- c) The sentence cannot be modified by the Receiving State.

ARTICLE 10 REVIEW OF SENTENCES

- 1. Only the judicial authority of the Sentencing State may review the sentence as it relates to the sentenced person that has been transferred to the Receiving State.
- 2. The Sentencing State may pardon or give amnesty, reduction or commutation of the sentence, or any other measure that may benefit the sentenced person, in accordance with the applicable domestic law in that State.
- 3. In the event that any of the aforementioned benefits are given, the Sentencing State shall inform the Receiving State so that the pertinent measures are taken.

ARTICLE 11 JURISDICTION OVER SENTENCED PERSON

- 1. The Sentencing State will maintain exclusive jurisdiction in respect of all the procedures of any nature regarding the duration or modification of sentences issued by its judicial authorities.
- 2. The Receiving State after being advised by the Sentencing State of any of its decisions that affect the sentence, will adopt the corresponding measure in accordance with what was advised.

ARTICLE 12 PROHIBITION ON RETRIAL

A sentenced person transferred for the completion of his sentence in accordance with this Agreement, shall not be detained, processed or sentenced in the Receiving State for the same crimes for which he was convicted and sentenced.

ARTICLE 13 CIVIL OBLIGATIONS

- 1. Before the transfer is effective, the Sentenced Person shall comply with all civil orders in relation to his conviction and sentence or demonstrate that the same has been complied with.
- 2. The transfer of the Sentenced Person by the authorities of the Sentencing State to the Receiving State will take effect in a place and time mutually agreed to by the Parties.

ARTICLE 14 DUTY TO INFORM

The Receiving State will inform the Sentencing State:

- a) When the sentence has been completed;
- b) In case of escape or death of the Sentenced Person during the period of service of his sentence; and
- c) Any information in relation to the Sentenced Person as requested by the Sentencing State.

ARTICLE 15 MINORS

The present Agreement will also be applicable to minor offenders subject to supervision orders and other measures in accordance with domestic law. The Parties shall act with respect to such minors in accordance with their respective laws related to the type of treatment that will be applied to such minors once they have been transferred. For the transfer, consent shall be required from a person legally competent to consent on behalf of the minor.

ARTICLE 16 RETURN IN THE EVENT OF FALSE DOCUMENTS

In case any sentenced person has used false documents to prove nationality or legal residency in the Receiving State and through those means was granted transfer, the Central Authorities shall carry out the necessary procedures for the Sentenced Person to be returned

to the Sentencing State to complete his sentence and be subject to any legal consequences as a result of the fraudulent act.

ARTICLE 17 RETROACTIVE EFFECT

This Agreement is applicable to sentences handed down prior to this Agreement coming into force.

ARTICLE 18 FINAL PROVISIONS

- 1. The present Agreement is based on the "Framework Agreement for Negotiations and Confidence Building Measures between Belize and Guatemala," signed on 7th September 2005, that has as an objective the maintenance and deepening of friendly bilateral relations until the Territorial, Insular and Maritime Dispute is permanently resolved.
- 2. This Agreement is also based on the Road Map for the Strengthening of the Bilateral Relations signed in Washington, D.C. United States of America on 24th January 2014 by the Ministers of Foreign Affairs of the Parties, in which it was agreed to develop a programme of activities for the strengthening of the bilateral relations.
- 3. The present instrument shall not constitute a total or partial waiver of sovereignty over any territory (land, insular and maritime) claimed by either Party; nor shall any rights of either Party to such territory be prejudiced; nor shall any precedent be established for the strengthening or weakening of either Party's claims to any such territory. Each Party expressly reserves its rights with respect to its claims of sovereignty over any territory (land, insular or maritime).
- 4. The Parties agree that neither Party will use against the other, in any forum in which their territorial differendum may be addressed in the future, the fact that either of the Parties has accepted, agreed to, complied with or implemented any of the confidence building measures included herein.
- 5. Any dispute arising from the interpretation or application of this Agreement shall be resolved amicably through diplomatic channels.
- 6. This Agreement will enter into force on the date when both sides have received notification via diplomatic note that their respective legal requirements have been met.

- 7. The present Agreement will have a duration of ten (10) years and will be automatically extended for equal periods, unless any of the Parties, through written communication via diplomatic channels, revokes it, and the termination will be effective one (1) year after the respective notification.
- 8. The termination of this Agreement shall not affect the rights or benefits already acquired by the individuals by virtue of this Agreement.
- 9. This Agreement may be amended by mutual agreement of the Parties through written communications via diplomatic channels. Its entry into force will be in accordance with paragraph 6 of this Article.

FOR BELIZE

FOR THE REPUBLIC OF GUATEMALA

WILFRED ELRINGTON

ATTORNEY GENERAL AND MINISTER OF FOREIGN AFFAIRS CARLOS RAÚL MORALES MOSCOSO

MINISTER OF FOREIGN AFFAIRS

JOSÉ MIGUEL INSULZA

SECRETARY GENERAL OF THE ORGANIZATION OF AMERICAN STATES

(WITNESS OF HONOUR)

AGREEMENT BETWEEN BELIZE AND THE REPUBLIC OF GUATEMALA ON A PROGRAMME FOR SEASONAL WORKERS

Belize and the Republic of Guatemala (hereinafter referred to as "the Parties");

CONSCIOUS of the objective of maintaining and deepening the bilateral ties of friendship and cooperation;

DESIROUS of regulating in a coordinated, orderly, secure and dignified manner, the flow of workers that exists between Belize and Guatemala;

INSPIRED by the objective that Belizean and Guatemalan workers in the territory of either party enjoy the rights recognized under the international instruments to which both countries are Parties, in particular the International Convention on the Protection of the Rights of all Migrant Workers and Members of their Families of 1990.

CONVINCED that migration is a social phenomenon that contributes to economic and social development, fosters cultural diversity and promotes transfer of technology;

RESPECTFUL of the legal norms, obligations and guarantees enshrined in their respective domestic laws and in international Agreements to which both countries are Parties;

Agree the following:

ARTICLE 1

The objective of this Agreement is to establish a general framework for the development of a seasonal workers program.

ARTICLE 2

The competent authorities for the implementation of this Agreement shall be designated via diplomatic channels.

ARTICLE 3

For the purposes of this Agreement, the term "seasonal worker" refers to a migrant worker whose work by its character is dependent on seasonal conditions and is performed only during part of the year.

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ARTICLE 4

- 1. The competent authorities of the Parties shall agree and confirm in writing the number and characteristics of the seasonal workers in demand and available according to the circumstances.
- 2. The Office of the General Secretariat of the Organization of American States in the Belize-Guatemala Adjacency Zone (OAS-AZ) shall support the Parties in the implementation of this agreement.

ARTICLE 5

- 1. Each worker and his/her employer shall agree in writing on the terms and the conditions of employment in accordance with the respective national legislation and applicable international law.
- 2. The contract shall include a commitment by the worker to return to his/her country of origin by the end of the work permit, as well as all information relating to the conditions and hours of work, their stay, accommodations, return, salaries, employment benefits, rights, duties and labour rights.
- 3. The competent authorities shall monitor the program and shall facilitate the seasonal workers with the relevant permits in accordance with their respective national laws.

ARTICLE 6

- 1. The present Agreement is based on the "Framework Agreement for Negotiations and Confidence Building Measures between Belize and Guatemala," signed on 7th September 2005, that has as an objective the maintenance and deepening of friendly bilateral relations until the Territorial, Insular and Maritime Dispute is permanently resolved.
- 2. This Agreement is also based on the Road Map for the Strengthening of the Bilateral Relations signed in Washington, D.C. United States of America on 24th January 2014 by the Ministers of Foreign Affairs of the Parties, in which it was agreed to develop a programme of activities for the strengthening of the bilateral relations.
- 3. The present instrument shall not constitute a total or partial waiver of sovereignty over any territory (land, insular and maritime) claimed by either Party; nor shall any rights of either Party to such territory be prejudiced; nor shall any precedent be established for the strengthening or weakening of either Party's claims to any such

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territory. Each Party expressly reserves its rights with respect to its claims of sovereignty over any territory (land, insular or maritime).

- 4. The Parties agree that neither Party will use against the other, in any forum in which their territorial differendum may be addressed in the future, the fact that either of the Parties has accepted, agreed to, complied with or implemented any of the confidence building measures included herein.
- 5. Any dispute arising from the interpretation or application of this Agreement shall be resolved amicably through diplomatic channels.
- 6. This Agreement will enter into force on the date when both sides have received notification via diplomatic note that their respective legal requirements have been met.
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Done in Placencia, Belize, on December 17, 2014 in two original copies, in the Spanish and English language, both texts being equally authentic.

FOR BELIZE

WILFRED ELRINGTON

ATTORNEY GENERAL
AND MINISTER OF FOREIGN AFFAIRS

FOR THE REPUBLIC OF GHATEMALA

CARLOS RAUL MORALES MOSCOSO

MINISTER OF FOREIGN AFFAIRS

JOSÉ MIGUEL INSULZA

SECRETARY GENERAL OF THE ORGANIZATION OF AMERICAN STATES
(WITNESS OF HONOUR)

AGREEMENT BETWEEN BELIZE AND THE REPUBLIC OF GUATEMALA ON THE RECOVERY AND RETURN OF VEHICLES STOLEN, CONFISCATED OR IMPOUNDED ILLEGALLY OR INAPPROPRIATELY

Belize and the Republic of Guatemala, hereinafter referred to as "the Parties",

CONCERNED about the commission of the crimes of theft, illegal or inappropriate retention of vehicles;

DESIROUS of strengthening and facilitating the close cooperation for the detection, recovery and return of such vehicles;

CONSCIOUS of the difficulties that confronts the legitimate owners of said vehicles when trying to recover them in the territory of one of the Parties;

CONVINCED that norms can be applied that allow and accelerate the recovery and return of vehicles, in order to eliminate such difficulties;

RECOGNIZING the gravity and increase over the last years of the aforementioned acts, that affect the Parties;

Agree as follows:

ARTICLE 1

Definitions:

- a. "Vehicle" means any automobile, truck, bus, motorcycle, mobile home, trailer or any other motor vehicle.
- b. A vehicle is stolen or illegally taken when the possession or retention of the same has been done without the consent of the owner, legal representative, or any other legally authorized person.
- c. "Seize" is an act by which a competent authority, in the exercise of its functions, takes possession or custody of a vehicle in accordance with the law.
- d. "Days" means working days.
- e. "Requesting Party" refers the Party that requests the return of the vehicle.



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f. "Requested Party" refers to the Party that receives a request for the return of a vehicle.

ARTICLE 2

The Parties undertake, in accordance with their respective national legislation and this Agreement, to the prompt return of vehicles found in their respective territory, which have been stolen or retained illegally.

ARTICLE 3

- 1. The Parties will designate through diplomatic channels the Central Authorities that will be responsible for the processing of requests for the return of stolen vehicles.
- 2. Any change in the designation of the Central Authorities will be communicated to the other party in writing through diplomatic channels
- 3. For the fulfilment of the objectives of this Agreement, the Central Authorities will conduct periodic meetings at a place and time as mutually agreed between them.

ARTICLE 4

For the effective implementation of this Agreement, the Parties shall:

- 1. Strengthen, or establish in each Party as soon as possible, a Search and Recovery Unit for stolen or illegally retained vehicles, which will have its own database and will work with its Central Authority.
- 2. The Central Authorities will establish the necessary procedures for their return.
- 3. Strengthen or establish a stolen vehicle registry with all relevant information, with the aim of harmonizing it with the other Party's registry.

ARTICLE 5

1. Whenever the police, customs or other authorized entity of the Parties seizes a vehicle of the type referred to in Article 1(b) of this Agreement, the same shall be consigned to the relevant authority, which without delay will impound and secure the vehicle in accordance with the domestic legislation of each country.

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- 2. The entity that consigns the vehicle shall, within three (3) days after the confiscation, notify the Central Authority of that Party of its actions and include copies of the relevant documentation.
- 3. If a stolen or illegally retained vehicle is in the possession of a person who purchased it in good faith and/or is registered in the official vehicle registry of the other Party and/or seized, the Central Authority will notify the other Central Authority of the legal position.

ARTICLE 6

- 1. When a vehicle is seized in accordance with Article 5, the Central Authority of the Party shall, within 8 days, notify the Central Authority of the other Party, in writing, that the same is in the custody of the relevant authority.
- 2. The Central Authority of the Party where the vehicle is licensed and registered will share information on the licence and registration of the vehicle with the Central Authority of the Party that confiscated the same and within ten (10) days after the communication of the seizure, will notify the legitimate owner or legal representative of said act.
- 3. The Central Authority can request the competent authority to cancel all fraudulent records for such stolen or illegally retained vehicles. This will not prevent the immediate return of the said vehicle.

ARTICLE 7

- 1. The Requesting Party, in accordance with its national legislation, will present a request for the return of the vehicle to the Central Authority of the Requested Party.
- 2. The request for the return shall be submitted in accordance with the respective national legislations of the Parties, and shall be done in accordance with the agreed procedures as stipulated in Article 4.2 of this Agreement, which may include the following:
- a) The Title of the ownership of the vehicle, or if unavailable, a certification by the Competent Authority specifying the person or entity to whom it is issued.
- b) The certificate of registration of the vehicle, if the same is subject to registration, or if unavailable, a certification by the Competent Authority, specifying the person or entity to whom it is issued.



- c) The title, or proof of sale or any other document that demonstrates ownership of the vehicle, in case the same does not have a title of ownership and is not registered.
- d) The transfer document to a third party or assignment of rights of the owner of the vehicle at the time of its theft, illegal or inappropriate retention.
- e) Copies of the certification and report presented by the owner or legal representative, which states that the vehicle was stolen, appropriated or retained illegally or inappropriately, which shall be issued by the competent authority of the Requesting party.
- f) The document issued by the competent authority to the owner of the vehicle or his legal representative, which authorizes him to recover the vehicle.

The copies and documents sealed by the Central Authorities shall be recognized as valid. These documents shall be duly translated.

ARTICLE 8

Any expense shown to be incurred for the return of the vehicle shall be borne by the person that requested its return.

ARTICLE 9

- 1. The present Agreement is based on the "Framework Agreement for Negotiations and Confidence Building Measures between Belize and Guatemala," signed on 7th September 2005, that has as an objective the maintenance and deepening of friendly bilateral relations until the Territorial, Insular and Maritime Dispute is permanently resolved.
- 2. This Agreement is also based on the Road Map for the Strengthening of the Bilateral Relations signed in Washington, D.C. United States of America on 24th January 2014 by the Ministers of Foreign Affairs of the Parties, in which it was agreed to develop a programme of activities for the strengthening of the bilateral relations.
- 3. The present instrument shall not constitute a total or partial waiver of sovereignty over any territory (land, insular and maritime) claimed by either Party; nor shall any rights of either Party to such territory be prejudiced; nor shall any precedent be established for the strengthening or weakening of either Party's claims to any such territory. Each Party expressly reserves its rights with respect to its claims of sovereignty over any territory (land, insular or maritime).

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- 4. The Parties agree that neither Party will use against the other, in any forum in which their territorial differendum may be addressed in the future, the fact that either of the Parties has accepted, agreed to, complied with or implemented any of the confidence building measures included herein.
- 5. Any dispute arising from the interpretation or application of this Agreement shall be resolved amicably through diplomatic channels.
- 6. This Agreement will enter into force on the date when both sides have received notification via diplomatic note that their respective legal requirements have been met.
- 7. The present Agreement will have a duration of ten (10) years and will be automatically extended for equal periods, unless any of the Parties, through written communication via diplomatic channels, revokes it, and the termination will be effective one (1) year after the respective notification.
- 8. The termination of this Agreement shall not affect the rights or benefits already acquired by the individuals by virtue of this Agreement.
- 9. This Agreement may be amended by mutual agreement of the Parties through written communications via diplomatic channels. Its entry into force will be in accordance with paragraph 6 of this Article.

FOR BELIZE

WILEDER EL DINCTON

ATTORNEY GENERAL AND MINISTER OF FOREIGN AFFAIRS FOR THE REPUBLIC OF GUATEMALA

CARLOS RAUL MORALES MOSCOSO

MINISTER OF FOREIGN AFFAIRS

JOSÉ MIGUEL INSULZA

SECRETARY GENERAL OF THE ORGANIZATION OF AMERICAN STATES (WITNESS OF HONOUR)

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AGREEMENT BETWEEN BELIZE AND THE REPUBLIC OF GUATEMALA TO FACILITATE THE ISSUANCE OF STUDENT VISAS

Belize and the Republic of Guatemala, hereinafter referred to as "The Parties",

CONSCIOUS that education is a key factor for the integral development of the individual person, knowledge of reality and national and universal culture;

CONSIDERING that the promotion of education development through educational and cultural integration processes will facilitate the exchange of students to achieve a greater learning and reciprocal benefits;

DESIRING to enhance cooperation in education between the Parties;

Agree as follows:

ARTICLE 1

Nationals of the Parties who present proof of having registered in an educational institution of the other Party will be exempt from the student visa requirement. Persons who are no longer students cannot avail themselves of this exemption.

ARTICLE 2

- 1. The exempted nationals under Article 1 must enter the territory of the other Party through legal points of entry.
- 2. This Agreement does not affect the right of either Party to deny, revoke or restrict the entry and stay of nationals of the other Party in accordance with their respective national laws.

ARTICLE 3 FINAL PROVISIONS

1. The present Agreement is based on the "Framework Agreement for Negotiations and Confidence Building Measures between Belize and Guatemala," signed on 7th September 2005, that has as an objective the maintenance and deepening of friendly



bilateral relations until the Territorial, Insular and Maritime Dispute is permanently resolved.

- 2. This Agreement is also based on the Road Map for the Strengthening of the Bilateral Relations signed in Washington, D.C. United States of America on 24th January 2014 by the Ministers of Foreign Affairs of the Parties, in which it was agreed to develop a programme of activities for the strengthening of the bilateral relations.
- 3. The present instrument shall not constitute a total or partial waiver of sovereignty over any territory (land, insular and maritime) claimed by either Party; nor shall any rights of either Party to such territory be prejudiced; nor shall any precedent be established for the strengthening or weakening of either Party's claims to any such territory. Each Party expressly reserves its rights with respect to its claims of sovereignty over any territory (land, insular or maritime).
- 4. The Parties agree that neither Party will use against the other, in any forum in which their territorial differendum may be addressed in the future, the fact that either of the Parties has accepted, agreed to, complied with or implemented any of the confidence building measures included herein.
- 5. Any dispute arising from the interpretation or application of this Agreement shall be resolved amicably through diplomatic channels.
- 6. This Agreement will enter into force on the date when both sides have received notification via diplomatic note that their respective legal requirements have been met.
- 7. The present Agreement will have a duration of ten (10) years and will be automatically extended for equal periods, unless any of the Parties, through written communication via diplomatic channels, revokes it, and the termination will be effective one (1) year after the respective notification.
- 8. The termination of this Agreement shall not affect the rights or benefits already acquired by the individuals by virtue of this Agreement.
- 9. This Agreement may be amended by mutual agreement of the Parties through written communications via diplomatic channels. Its entry into force will be in accordance with paragraph 6 of this Article.

FOR BELIZE

FOR THE REPUBLIC OF GUATEMALA

WILFREDELRINGTON

CARLOS RAUL MORALES MOSCOSO

ATTORNEY GENERAL
AND MINISTER OF FOREIGN AFFAIRS

MINISTER OF FOREIGN AFFAIRS

JOSÉ MIGUEL INSULZA

SECRETARY GENERAL OF THE ORGANIZATION OF AMERICAN STATES

(WITNESS OF HONOUR)

AGREEMENT BETWEEN BELIZE AND THE REPUBLIC OF GUATEMALA FOR SUSTAINABLE TOURISM

Belize and the Republic of Guatemala, hereinafter referred to as "The Parties"

CONSCIOUS that sustainable tourism is a key factor in the development of the Parties;

CONSIDERING that the promotion of sustainable tourism in Belize and Guatemala attracts large numbers of tourists and is important to share successful experiences in sustainable tourism;

DESIROUS of enhancing cooperation in sustainable tourism between the Parties and creating reciprocal advantages beneficial to tourism development in both countries;

RECOGNISING the importance of tourism for the promotion of economic and cultural development between the Parties;

TAKING INTO ACCOUNT regional initiatives including the Mundo Maya Organization, the Central American Tourism Council and specific initiatives and cooperation projects for sustainable tourism development in the Maya region and other regional projects;

Agree as follows:

ARTICLE 1 OBJECTIVE

The objective of the current Agreement is to enhance cooperation and collaboration in the tourism sectors based on equal rights and mutual benefits in compliance with the respective national laws and international commitments, to which the Parties are a part of and to establish working mechanisms in order to strengthen the implementation of action plans and strategies of the Parties.

ARTICLE 2 AREAS OF COOPERATION

The current agreement will include the following areas of cooperation:

a) Encourage the development of initiatives that promote tourism to increase flows with emphasis on meetings, incentives, conventions, and expositions; medical tourism, gastronomic tourism, luxury tourism, adventure tourism, nature

tourism, sports tourism, sun and beach tourism, cultural tourism and tourism organized for groups, among others.

- b) Promote the image of the Parties by participating in seminars, conferences, exhibitions and symposia related to tourism and related issues, and any other action that provides potential for tourism development in both Parties.
- c) Encourage and support the exchange of experiences, best practices, statistics, information materials on tourist destinations and other information of mutual interest to their tourism sectors, including but not limited to the following information:
 - tourism resources and studies related to the sector;
 - tourism policies and plans;
 - volume and characteristics of their potential tourism markets;
 - experiences on cultural, medical, rural and sustainable tourism;
 - experiences in the managing of tourism infrastructure and development
 - routes and packages promoting multi-destination travel;
 - experiences in investment mechanisms for tourism development
 - research and development of tourism products and services;
 - systems for tourism access to both Parties, tourist facilitation and tourism security management;
- d) Promoting the implementation of exchange programs to train students and industry professionals of both Parties in the tourism sector, including language training;
- e) Encourage tourism through the dissemination of information materials on cultural events taking place in any of the Parties;
- f) Promoting actions for valuing indigenous identity, customs, values, culture and environment;
- g) Collaborate in any other areas related to the tourism sector as mutually agreed by the Parties.

ARTICLE 3 CENTRAL AUTHORITIES

The Parties shall work together to enhance cooperation through their competent authorities in the fulfillment of this agreement.

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- 2. This Agreement is also based on the Road Map for the Strengthening of the Bilateral Relations signed in Washington, D.C. United States of America on 24th January 2014 by the Ministers of Foreign Affairs of the Parties, in which it was agreed to develop a programme of activities for the strengthening of the bilateral relations.
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SECRETARY GENERAL OF THE ORGANIZATION OF AMERICAN STATES

(WITNESS OF HONOUR)

AGREEMENT BETWEEN BELIZE AND THE REPUBLIC OF GUATEMALA ON THE HARMONIZATION OF OPERATING HOURS AT LEGAL TERRESTRIAL ENTRY POINTS

Belize and the Republic of Guatemala, hereinafter "the Parties",

COMMITTED to the objective of maintaining and deepening friendly bilateral relations;

CONVINCED that the steady movement of people and goods is conducive to the economic development of the respective Parties;

DESIROUS of facilitating the movement of people and of trade through legal terrestrial entry points of both Parties;

Agree as follows:

ARTICLE:1 OBJECTIVE

The objective of this Agreement is for both Parties to maintain twenty-four (24) hour operations at their legal terrestrial entry points.

ARTICLE: 2 IMMIGRATION OPERATIONS

Upon entry into force of this Agreement, the Parties will maintain twenty-four (24) hour immigration operations in legal terrestrial entry points.

ARTICLE: 3 CUSTOMS OPERATIONS

Upon entry into force of this Agreement, the Parties will maintain twenty-four (24) hour customs operations as are deemed necessary at legal terrestrial entry points.

ARTICLE: 4 OTHER OPERATIONS

Upon entry into force of this Agreement, the Parties will maintain twenty-four (24) hour operations of all other national and regional operations in all legal terrestrial entry points.

- 8. The termination of this Agreement shall not affect the rights or benefits already acquired by the individuals by virtue of this Agreement.
- 9. This Agreement may be amended by mutual agreement of the Parties through written communications via diplomatic channels. Its entry into force will be in accordance with paragraph 6 of this Article.

FOR BELIZE

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SECRETARY GENERAL OF THE ORGANIZATION OF AMERICAN STATES

(WITNESS OF HONOUR)

ARTICLE 5 FINAL PROVISIONS

- 1. The present Agreement is based on the "Framework Agreement for Negotiations and Confidence Building Measures between Belize and Guatemala," signed on 7th September 2005, that has as an objective the maintenance and deepening of friendly bilateral relations until the Territorial, Insular and Maritime Dispute is permanently resolved.
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