

No. 17305

**UNITED STATES OF AMERICA
and
GUATEMALA**

Memorandum of Understanding relating to co-operative efforts to protect crops from plant pest damage and plant diseases. Signed at Guatemala City on 21 February 1977

Authentic texts: English and Spanish.

Registered by the United States of America on 24 November 1978.

**ÉTATS-UNIS D'AMÉRIQUE
et
GUATEMALA**

Mémorandum d'accord relatif à la coopération en matière de protection des récoltes contre les dommages causés par les parasites des plantes et contre les maladies des plantes. Signé à Guatemala le 21 février 1977

Textes authentiques : anglais et espagnol.

Enregistré par les États-Unis d'Amérique le 24 novembre 1978.

MEMORANDUM OF UNDERSTANDING¹ BETWEEN MINISTERIO DE AGRICULTURA DE GUATEMALA AND UNITED STATES DEPARTMENT OF AGRICULTURE, ANIMAL AND PLANT HEALTH INSPECTION SERVICE, PLANT PROTECTION AND QUARANTINE, RELATIVE TO COOPERATIVE EFFORTS TO PROTECT CROPS FROM PLANT PEST DAMAGE AND PLANT DISEASES IN THE REPUBLIC OF GUATEMALA AND THE UNITED STATES OF AMERICA THROUGH THE EXECUTION OF COOPERATIVE PROGRAMS

The purpose of this Memorandum of Understanding is to plan and execute measures directed toward detecting, preventing, controlling, and/or eradicating plant pests and diseases of economic importance which affect or threaten crops and harvests in Guatemala and the United States of America as well as to prevent their dissemination by all possible means.

The United States Department of Agriculture, Animal and Plant Health Inspection Service, Plant Protection and Quarantine, hereinafter called the Service, and the Ministerio de Agricultura de Guatemala, hereinafter called the Ministerio, shall apply and accomplish this agreement in accordance with the laws of each country and for the general benefit of the people of Guatemala and the United States of America.

A. The Ministerio agrees:

1. To act in detecting, preventing, controlling, and/or eradicating plant pests and diseases in Guatemala in accordance with the powers which all the legal regulations in effect grant. It shall meet with representatives of the Service in the development of cooperative programs of mutual interest discussed and approved by the authorized representatives of both countries.
2. For the development of the approved cooperative programs, the Ministerio will, when deemed necessary, authorize the personnel of the Service to collaborate in the planning and execution of quarantines.
3. To develop the necessary technical activities to assure the success of detecting, controlling, and/or eradicating plant pests and diseases included in the cooperative programs, utilizing available funds.
4. The United States personnel and members of their families forming their respective household, assigned under this agreement, will enjoy all the privileges and immunities accorded to the technical staff of the Mission as provided for in Article 37 and other applicable Articles of the Vienna Convention on Diplomatic Relations.²
5. To permit the joint payment of salaries and/or other compensation to its personnel by the Service only in exceptional cases as mutually agreed upon.

¹ Came into force on 21 February 1977 by signature, in accordance with section C (11).

² United Nations, *Treaty Series*, vol. 500, p. 95.

B. The Service agrees:

1. To cooperate in detecting, preventing, controlling, and/or eradicating plant pests and diseases in accordance with work plans mutually agreed upon based on the authority included in the statute establishing the United States Department of Agriculture and 7 U.S.C. 147a, as amended by Public Law 94-231, approved March 15, 1976, and relevant regulations, and annual appropriations statutes providing funds for the activities of the Service.
2. To provide collaboration in the quarantine works in Guatemala in accordance with the work plans mutually agreed upon.
3. To provide employees as mutually agreed upon to cooperate with the Ministerio in detecting, preventing, controlling, and/or eradicating plant pests and diseases in the cooperative programs or in case of emergency when a harmful biological agent threatens the crops of both countries, in accordance with authority granted by the United States Congress and the United States Department of Agriculture.
4. To initiate and/or continue, in mutual agreement with the Ministerio, studies regarding new and improved techniques and procedures which might be used for detecting, preventing, controlling, and/or eradicating plant pests and diseases.
5. To request from the Ministerio the necessary permits for the temporary use or assignment in Guatemala of private company contractors, personnel, equipment, materials, substances, etc., that may be necessary for the execution of the cooperative programs.
6. To make joint payment of salaries or other compensations to the personnel of the Ministerio only in exceptional cases as mutually agreed upon.

C. It is mutually understood and agreed that:

1. The joint planning of the cooperative programs developed on the basis of this agreement, and the approved work plans and procedures will be subject to revision, as mutually agreed upon, as work progresses and experience justifies modification.

2. Each of the cooperating parties will prepare periodic reports, as mutually agreed upon, on the accomplishments of the cooperative programs, as requested but not less than annually and will send a copy of such report to the other party.

3. Either party shall be free to use any results obtained in the cooperative programs with the prior approval of the other party. Publications will require prior approval and may be jointly or separately published; in either case, credit will be given to the [cooperative programs] and to the persons who performed the work.

4. The results and experience derived from the cooperative programs may be used by either party in making recommendations to the proper authorities of either respective country in revising or modifying existing laws and regulations or to promulgate new laws and regulations to detect, prevent, control, and/or eradicate plant pests and diseases.

5. The responsibilities assumed by each of the cooperating parties are contingent upon funds being available from which the expenditures legally may be met.

6. This Memorandum of Understanding is to define in general terms the basis on which the parties concerned will cooperate, and does not constitute a financial obligation to serve as a basis for expenditures. Each party will handle and expend its own funds. Any and all expenditures from Federal funds by the United States Department of Agriculture made in conformity with the plans outlined in this Memorandum of Understanding must be in accord with Department Rules and Regulations in each instance based upon appropriate financial papers. Expenditures made by the Ministerio will be in accord with its rules and regulations. Funds of the Ministerio shall not be expended by a Service employee, even though the cooperating party has no representatives stationed in the locality. In such instances the Service employee may handle the accounts but shall forward the vouchers to the disbursing agent of the Ministerio for payments. The Ministerio should not send checks payable to Service employees or send them checks payable to "Cash" or "Bearer" for payment of local expenses.

7. The personnel of the Service shall remain under the administrative direction of the Service and will work cooperatively with the personnel of the Ministerio in the development of the cooperative programs. Personnel of the Ministerio shall remain under the administrative direction of the Ministerio.

8. Guatemalan citizens employed by the Service will be paid by the Service and will be subject to its rules, regulations, and policies.

- a. Guatemalan citizen employees will be appointed under the authority of the U. S. Civil Service Commission, Rule VIII, Section 8.3 and shall be paid in accordance with the Guatemala Pay Plan approved by the Service and established under Memorandum of Agreement, among the Departments of State, Defense, and Agriculture, USIA and AID, concerning joint compensation plans for local employees overseas. Said employees are subject to the Guatemalan Labor Laws, in accord with the United States Department of State Regulations applicable to the employment of Guatemalan Nationals.
- b. The number of hours per day and days per week to be worked by such employees and any annual or sick leave with pay granted shall be based on regulations of the Service and the approved Pay Plan. The Ministerio shall be kept informed.
- c. The selection of such personnel to be hired by the Service within the Republic of Guatemala to work on detecting, preventing, controlling, and/or eradicating programs of plant pests and diseases will be by mutual agreement with the Ministerio.

9. No member of or delegate to the United States Congress or resident commissioner, and no officer, agent, or employee of the United States Government, shall be admitted to any share or part of this agreement or to any benefit to arise therefrom.

10. An annual meeting will be held in which progress reports will be presented on the detecting, preventing, controlling, and/or eradicating of plant pests and diseases included in the cooperative programs.

11. This Memorandum of Understanding shall become effective upon date of final signature and shall continue indefinitely but may be modified by mutual agreement between the parties in writing and may be discontinued at the request of either party. Requests for termination or any major change shall be submitted to the

other party for consideration not less than ninety days in advance of the effective date requested for modification or termination.

Ministerio de Agricultura
de Guatemala:

*[Signed — Signé]*¹

Date: 21/2/77

United States Department
of Agriculture,
Animal and Plant Health
Inspection Service:

*[Signed — Signé]*²

Date: Feb. 21, 1977

¹ Signed by David Rubio C. — Signé par David Rubio C.

² Signed by Francis H. Jack III — Signé par Francis H. Jack III.

10. Se celebrará una junta anual en la cual se presentarán reportes del progreso efectuado en la identificación, prevención, control y/o erradicación de las plagas y enfermedades de las plantas incluídas en los programas cooperativos.

11. Este Memorándum de Entendimiento entrará en vigor en la fecha de la firma final y continuará indefinidamente, pero puede ser modificado por mutuo acuerdo entre las partes por escrito y asimismo puede ser discontinuado a solicitud de cualquiera de las partes. Las solicitudes para su terminación o cualquier cambio significativo deberán ser presentadas a la contraparte para su consideración con no menos de 90 días antes de la fecha efectiva solicitada para su modificación o terminación.

Ministerio de Agricultura
de Guatemala:

[Signed — Signé]¹

Fecha: 21/2/77

United States Department
of Agriculture:

[Signed — Signé]²

Fecha: Feb. 21, 1977

¹ Signed by David Rubio C. — Signé par David Rubio C.

² Signed by Francis H. Jack III — Signé par Francis H. Jack III.