

**No. 17306**

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**UNITED STATES OF AMERICA  
and  
GUATEMALA**

**Co-operative Agreement relating to the prevention of animal  
diseases. Signed at Guatemala City on 3 March 1977**

*Authentic texts: English and Spanish.*

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

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

**Accord de coopération pour la prévention des maladies  
animales. Signé à Guatemala le 3 mars 1977**

*Textes authentiques : anglais et espagnol.*

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

## COOPERATIVE AGREEMENT<sup>1</sup> BETWEEN MINISTRY OF AGRICULTURE OF THE REPUBLIC OF GUATEMALA, ANIMAL HEALTH DIVISION, AND UNITED STATES DEPARTMENT OF AGRICULTURE, ANIMAL AND PLANT HEALTH INSPECTION SERVICE

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At the present time there exists a General Agreement for Technical Cooperation between the Government of Guatemala and the Government of the United States of America.<sup>2</sup> This Agreement provides the means for the Ministry of Agriculture of the Republic of Guatemala and the Animal and Plant Health Inspection Service of the Department of Agriculture of the United States of America to establish a cooperative program in the Republic of Guatemala for the prevention of the entrance into Guatemala of Foot and Mouth disease, Rinderpest, and other exotic diseases, to quickly detect the diseases should they gain entrance, and to provide for their eradication should outbreaks occur.

The Ministry of Agriculture of Guatemala and the Animal and Plant Health Inspection Service of the Department of Agriculture of the United States of America shall accomplish this Agreement based on the General Agreement for Technical Cooperation and the laws of the Republic of Guatemala and Public Law 92-152 (21 U.S.C. 114b) of the United States of America. Under the authority of Public Law 92-152 the Animal and Plant Health Inspection Service will conduct its cooperative program with the Ministry of Agriculture of the Republic of Guatemala; the Government of the Republic of Guatemala will provide annual appropriations to enable the Ministry of Agriculture of the Republic of Guatemala to carry out its part of the Agreement and the United States Department of Agriculture shall, subject to the availability of appropriations obtained from the Congress of the United States and private contributions, annually provide funds to its Animal and Plant Health Inspection Service, to enable the United States Department of Agriculture to carry out its part of the Agreement.

This Agreement has as its final objective the prevention of Foot and Mouth disease, Rinderpest and other exotic diseases for the protection of the livestock industry of the country and consequently protect the social and economic benefits obtained from all programs whose objectives are the development and improvement of the livestock industry in the country.

### GENERAL ORGANIZATION AND FUNCTIONS

1. There is established a Cooperative Agreement between the Ministry of Agriculture of Guatemala and the Department of Agriculture of the United States of America for the prevention of Foot and Mouth disease, Rinderpest and other exotic diseases in the Republic of Guatemala.

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<sup>1</sup> Came into force on 3 March 1977 by signature, in accordance with section 12.

<sup>2</sup> United Nations, *Treaty Series*, vol. 199, p. 51.

2. The Ministry of Agriculture of Guatemala will provide the necessary office space for the Agreement and will provide technical equipment and the services of the personnel, including at least one Medical Veterinarian who will be assigned and expected to work exclusively for the development of the cooperative activities of the Agreement within the Republic of Guatemala. The Department of Agriculture of the United States will provide technical equipment and the services of personnel that will include at least one Medical Veterinarian for the cooperative agreement on the part of the United States. The selection of personnel and medical veterinarians assigned to the cooperative agreement within the Republic of Guatemala will be subject to mutual approval of the Animal Health Division of Guatemala and the Animal and Plant Health Inspection Service of the Department of Agriculture of the United States.

3. In the case of the appearance of an outbreak of an exotic disease in any other country of Central America or Panama, the personnel and equipment of the Agreement may, as mutually agreed, be loaned and transferred to that country for the duration of the emergency.

4. The Government of the Republic of Guatemala will facilitate the entry into, exit from, and travel within the Republic of Guatemala by United States personnel participating in the cooperative program when they are on missions related to this Agreement.

5. 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.<sup>1</sup>

6. All equipment, materials, and supplements that are acquired and assigned by both countries will be used exclusively for the cooperative program, it being understood that when this Agreement is terminated, all properties, materials, vehicles, and acquired equipment will be returned to the country furnishing it. Proceeds from the sale of jointly purchased equipment will be returned to each Government in accordance with the proportion contributed. During the existence of the Agreement, all vehicles, materials, and other equipment will be under the inventory and administration of the country that purchased it.

7. The Ministry of Agriculture of Guatemala, through their representative of the Animal Health Division will direct and coordinate the activities of the cooperative program that are developed in accordance with the work plans and other activities as jointly planned by the representative of the Animal Health Division of Guatemala and the representative of the Animal and Plant Health Inspection Service of the Department of Agriculture of the United States and all such activities will be executed in a joint manner by both parties.

<sup>1</sup> United Nations, *Treaty Series*, vol. 500, p. 95.

The cooperative activities will include the following aspects:

- (a) Continuing surveillance and epidemiologic studies for vesicular and other exotic diseases.
- (b) Investigate and attend reports of vesicular and other exotic diseases.
- (c) Collect diagnostic material for laboratory diagnosis (diagnostic material from animals suspicious of Foot and Mouth disease or other exotic disease shall be submitted for examination by a laboratory recognized by both countries).
- (d) Develop educational programs for training human resources in the methods of prevention, control and eradication of Foot and Mouth disease, Rinderpest, and other exotic diseases.
- (e) Assist in the development and improvement of prevention, control and eradication procedures for Foot and Mouth disease, Rinderpest, and other exotic diseases. Recommend and place into operation effective legislation to improve the present systems, and that will provide for immediate eradication should outbreaks occur.
- (f) Assist in developing or improving import procedures for the Republic of Guatemala; however, the representatives of the United States will limit their assistance in this area to formulating recommendations.
- (g) Conduct other activities related to the prevention of Foot and Mouth disease, Rinderpest and other exotic diseases in the Republic of Guatemala, such as advise, review and evaluate periodically any program to prevent these diseases carried out by the Ministry of Agriculture of the Republic of Guatemala.
- (h) Participate in the organization of vigilance groups among cattlemen to report any evidence of vesicular disease or other exotic diseases.
- (i) Report and notify both Governments of the appearance of any exotic disease, as well as of the activities developed in this cooperative program.

8. The Animal Health Division of Guatemala and the Animal and Plant Health Inspection Service of the Department of Agriculture of the United States will arrange for the appointment of an Advisory Committee for the cooperative program consisting of such persons as they may deem appropriate.

9. The veterinarian assigned by the United States Government, as provided for in Paragraph 2 of the General Organization and Functions of this Agreement, may assist the Ministry of Agriculture of Guatemala in providing information and technical assistance for the study, prevention, or eradication of diseases not specifically covered in this Agreement when such actions will lead to attaining the objective of preventing Foot and Mouth disease, Rinderpest, or other exotic diseases.

10. This Agreement can be amended by a simple exchange of correspondence between Ministers of Agriculture of both countries, and confirmed by an exchange of Diplomatic Notes.

11. This Agreement shall remain in force until 120 days after either Government shall have given written notice to the counterpart of a desire to terminate the Agreement.

12. This Agreement 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 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.

*[Signed — Signé]*<sup>1</sup>

Ministry of Agriculture  
of the Republic of Guatemala

*Date: 3/3/77*

*[Signed — Signé]*<sup>2</sup>

For the Government  
of the United States of America

*Date: March 3, 1977*

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<sup>1</sup> Signed by David Rubio C. — Signé par David Rubio C.

<sup>2</sup> Signed by Davis E. Boster — Signé par Davis E. Boster.