

No. 23060

**MEXICO
and
GUATEMALA**

**Agreement on telecommunications. Signed at Guatemala on
12 June 1963**

Authentic text: Spanish.

Registered by Mexico on 31 August 1984.

**MEXIQUE
et
GUATEMALA**

**Accord relatif aux télécommunications. Signé à Guatemala
le 12 juin 1963**

Texte authentique : espagnol.

Enregistré par le Mexique le 31 août 1984.

[TRANSLATION — TRADUCTION]

AGREEMENT¹ ON TELECOMMUNICATIONS BETWEEN THE UNITED MEXICAN STATES AND THE REPUBLIC OF GUATEMALA

The United Mexican States and the Republic of Guatemala, motivated by the desire to strengthen still further the relations of friendship and good-neighbourliness between them and recognizing the importance, for that purpose, of continuing to improve the telecommunication services between the two countries, have agreed to conclude this Agreement on Telecommunications and, to that end, have appointed as their plenipotentiaries:

His Excellency the President of the United Mexican States: His Excellency Mr. Leobardo Reynoso, Ambassador Extraordinary and Plenipotentiary to the Government of Guatemala; and

His Excellency the Head of Government of the Republic of Guatemala: His Excellency Mr. Alberto Herrarte G., Minister for Foreign Affairs.

who, having exhibited their full powers, found in good and due form, have agreed on the following articles:

Article 1. The United Mexican States and the Republic of Guatemala agree that, through the competent administrations of their respective Governments, they will provide telecommunication services between the two countries in the conditions stipulated in this Agreement, which shall abrogate the previous Agreements of 26 April 1926 and 13 September 1939.

Article 2. All communications between the administrations of the Contracting Parties shall be included in the term "exchanged traffic", whether transmitted by physical lines or by any radio communication system.

The term "exchanged traffic" shall also include not only communications which originate in an office of one of the Contracting Parties and are destined for an office of the other Party through the network or part of the network of each, but also transit traffic to multiple destinations passing through the network of each Contracting Party. Transit traffic shall be construed as meaning traffic whose origin or destination is points outside the networks of the Contracting Parties.

Article 3. The telecommunication services may take the form of telegraphic, telephone, facsimile or telex services, the transmission of radio and television programmes and other similar services which may be established in the future. These services shall be subject to regulation as mutually agreed by the administrations of the Contracting Parties.

Article 4. The Contracting Parties reserve the right to provide the telecommunication services covered by this Agreement themselves or through one or more national enterprises authorized for the purpose.

Article 5. Exchanged traffic shall be transmitted from one administration to the other through circuits which directly link the corresponding liaison offices. For that purpose each administration shall install the necessary equipment between its liaison

¹ Came into force provisionally on 12 June 1963 by signature, and definitively on 1 August 1964 by the exchange of the instruments of ratification, which took place at Mexico City, in accordance with article 20.

office or offices and the points on the border between the two countries where the circuits of the two Contracting Parties are to be connected in order to establish direct communication between their respective networks. The border connection points shall be chosen by mutual agreement between the two Parties. Moreover, the establishment of liaison offices over and above those already established on the date when this Agreement enters into force, the elimination of a liaison office existing on the same date or its replacement by another shall be effected by either Party only with the prior agreement of the other.

In the case of interruption of the channels normally used for the transmission of exchanged traffic to a liaison office, other available media shall be used as substitute either in order to continue transmission to such liaison office or to reroute the exchanged traffic to another liaison office.

TELEGRAPHIC SERVICE

Article 6. The payment tariff for the telegraph service shall be fixed by mutual agreement between the two administrations, consistent with the provisions of this Agreement, and may be revised from time to time in the same conditions.

Article 7. For tariff purposes, the whole territory of the United Mexican States shall represent a single zone and the entire territory of Guatemala shall likewise be considered a single zone. The border zone between the two countries shall however be excluded and shall have a reduced tariff; it shall comprise the cities to be determined by the two administrations in accordance with the procedure established in the preceding article.

Article 8. The rates indicated in the tariff shall comprise the combined charges of the Mexican and Guatemalan administrations and shall be divided equally between them.

Article 9. The transit traffic referred to in the second paragraph of article 2 may be destined for points in the Americas and points overseas. The tariffs established by mutual agreement between the two administrations for this type of service shall apply to such traffic.

Article 10. The exchanged traffic to which this Agreement refers shall include remittances which shall comprise both the remittance itself and the supplementary message contained therein, transmitted between the remitting offices in Mexico on the one hand and the similar offices in Guatemala on the other hand in accordance with the rules agreed between the respective administrations. The cost of this service shall consist of the sum of two items, namely, the telegraph charges for the remittance and the commission on the remittance stipulated in the tariff referred to in article 6. Each of the two administrations shall receive 50 per cent (50%) of the telegraphic charges for the remittances and 50 per cent (50%) of the commissions on them.

Article 11. The two administrations shall keep appropriate records of all exchanged traffic and shall liquidate the sum of telegraph remittances at intervals of not less than 15 days on the fifteenth and last day of each calendar month and within five days following the end of each fortnightly period.

Pursuant to this Agreement all payments by the Mexican administration to the Guatemalan administration shall be made in Guatemala in the city or cities of that country which the two administrations shall determine by mutual agreement; and payments by the Guatemalan administration to the Mexican administration shall be made in Mexico, in the city or cities agreed by those administrations for that purpose.

Article 12. The official communications of both countries shall be transmitted free of charge.

Communications of public officials of either Government, including the diplomatic representatives of Mexico in Guatemala and of Guatemala in Mexico, dealing with purely official matters shall be considered official.

Article 13. Service messages referring to exchanged traffic covered by this Agreement and communications of either administration regarding matters covered by this Agreement shall be transmitted by the networks of the Contracting Parties free of charge in accordance with customary practice.

Article 14. The exchanged traffic to which this Agreement refers, including press communications between points in Mexico and points in Guatemala, shall be subject to the International Telegraph, Telephone and Radio Communications Regulations and to any other international regulations on telecommunications which have been duly approved by the Governments of Mexico and Guatemala or which shall be approved by them in the future.

Press communications shall be written in clear language, in Spanish, English or French.

Article 15. In connexion with exchanged traffic covered by this Agreement, the administrations shall be liable only for errors, alterations, delays or failure to deliver. Such liability shall be limited exclusively to the return of its respective share of the cost of the telegram, of the charges for telegraph remittances, of the commissions on remittances and of the total amount of such remittances as the case may be.

DIRECTIVES

Article 16. The administrations shall co-operate in the preparation and approval of directives for the operation and implementation of this Agreement; such directives may be modified or abrogated by mutual agreement unless they provide for other arrangements.

TELEPHONE SERVICE

Article 17. The administrations of the two Contracting Parties shall, whenever possible, give priority to international communications over similar national communications.

Article 18. The rates for the international telephone service between Mexico and Guatemala shall be established by agreement between the competent administrations of the two Contracting Parties.

RESERVATIONS

Article 19. Each of the Contracting Parties reserves the right, in the case of an international conflict affecting Mexico or Guatemala, or in other cases of fortuitous event or *force majeure*, to suspend the implementation of the obligations towards the other Party undertaken under this Agreement without liability except in regard to the liquidation of accounts which must be completed up to the date of such suspension.

Article 20. This Agreement shall take effect provisionally as from the date of its signature and shall enter into force definitively on the date of the exchange of the respective instruments of ratification in Mexico City, which shall be done as soon as possible once

the Contracting Parties have obtained the approval required by each in accordance with its respective constitutional procedures.

Article 21. This Agreement shall be valid for an indefinite period; but either Contracting Party may notify the other Contracting Party in writing at any time of its desire to terminate it. In the event of denunciation by either Contracting Party, this Agreement shall cease to have effect six months after the date on which the other Contracting Party received the relevant notification.

IN WITNESS WHEREOF, the respective plenipotentiaries have signed this Agreement in two originals in Guatemala City on 12 June 1963.

For the United Mexican States:

[LEOBARDO REYNOSO]

For the Republic of Guatemala:

[ALBERTO HERRARTE G.]
