

DEFENSE

Status of Forces

Agreement Between the UNITED STATES OF AMERICA and GUATEMALA

Effectuated by Exchange of Notes at Guatemala November 25
and December 1, 2020

Entered into force December 1, 2020



NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89—497, approved July 8, 1966
(80 Stat. 271; 1 U.S.C. 113)—

“ . . .the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof.”

No. 363

The Embassy of the United States of America ("Embassy") presents its compliments to the Ministry of Foreign Affairs of the Republic of Guatemala ("Ministry") and has the honor to refer to recent discussions between representatives of our two Governments regarding issues related to United States ("U.S.") military and civilian personnel (defined as members of the U.S. Armed Forces and civilian employees of the U.S. Department of Defense, respectively, hereafter referred to collectively as U.S. personnel) and U.S. contractors (defined as non-Republic of Guatemala companies and firms, and their employees who are not nationals of the Republic of Guatemala, under contract with the U.S. Department of Defense) who may be temporarily present in the territory of the Republic of Guatemala in connection with ship visits, training, exercises, humanitarian activities, and other activities as mutually agreed.

As a result of these discussions, and noting the longstanding military and technical cooperation between the two governments, including under the General Agreement for Technical Cooperation between the Government of the United States of America and the Government of Guatemala, signed at Guatemala City September 1, 1954, as well as the Bilateral Military Assistance Agreement between the Government of the United States of America and the Government of Guatemala, signed at Guatemala City June 18, 1955, the Embassy proposes that U.S. personnel be accorded the privileges, exemptions, and immunities equivalent to those accorded to the administrative and technical staff of a diplomatic mission under the Vienna Convention on Diplomatic Relations of April 18, 1961; that U.S. personnel may enter and exit the territory of the Republic of Guatemala with U.S. identification and with collective movement or individual travel orders; that the Republic of Guatemala shall accept as valid all professional licenses issued by the United States, States thereof, or their political subdivisions to U.S. personnel for the provision of services to authorized personnel; and that the Republic of Guatemala authorities shall accept as valid, without a driving test or fee, driving licenses or permits issued by the appropriate U.S. authorities to U.S. personnel for the operation of vehicles. The Embassy further proposes that U.S. personnel be authorized to wear uniforms while

performing official duties and to carry arms while on duty if authorized to do so by their orders.

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

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

Republic of Guatemala shall cooperate to take such measures as may be necessary to ensure the security and protection of U.S. personnel, property, equipment, records, and official information in the territory of the Republic of Guatemala.

The Embassy proposes that aircraft, vessels, and vehicles operated by or, at the time, exclusively for the U.S. Department of Defense may enter, exit, and move freely within the territory of the Republic of Guatemala, and that such vehicles (whether self-propelled or towed) shall not be subject to the payment of overland transit tolls. Vessels and aircraft owned or operated by or, at the time, exclusively for the U.S. Department of Defense shall not be subject to the payment of landing, parking, or port fees, pilotage charges, lighterage, and harbor dues at facilities owned and operated by the Government of the Republic of Guatemala. Aircraft owned and operated by or, at the time, exclusively for the U.S. Department of Defense shall not be subject to payment of navigation, overflight, terminal, or similar charges when in the territory of the Republic of Guatemala. The U.S. Department of Defense shall pay reasonable charges for services requested and received at rates no less favorable than those paid by the Armed Forces of the Republic of

Guatemala. Aircraft, vessels, and vehicles of the U.S. Government shall be free from boarding and inspection.

The Embassy also proposes that the U.S. Department of Defense may contract for any materiel, supplies, equipment, and services (including construction) to be furnished or undertaken in the territory of the Republic of Guatemala without restriction as to choice of contractor, supplier, or person who provides such materiel, supplies, equipment, or services. Such contracts shall be solicited, awarded, and administered in accordance with the laws and regulations of the Government of the United States of America. Acquisition of articles and services in the territory of the Republic of Guatemala by or on behalf of the U.S. Department of Defense in connection with activities under this Agreement shall not be subject to any taxes or similar charges in the territory of the Republic of Guatemala.

The Embassy further proposes that U.S. contractors shall not be liable to pay any tax or similar charge assessed within the territory of the Republic of Guatemala in connection with activities under this Agreement and that such contractors may import into, export out of, and use in the territory of the

Republic of Guatemala any personal property, equipment, supplies, materiel, technology, training, or services in fulfillment of contracts with the U.S.

Department of Defense in connection with activities under this Agreement. Such importation, exportation, and use shall be exempt from any inspection, license, other restrictions, customs duties, taxes, or any other charges assessed within the territory of the Republic of Guatemala.

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

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

The Government of the Republic of Guatemala recognizes that it may be necessary for the U.S. Armed Forces to use the radio spectrum. The U.S. Department of Defense shall be allowed to operate its own telecommunication systems (as telecommunication is defined in the 1992 Constitution and

Convention of the International Telecommunication Union). This shall include the right to utilize such means and services as required to ensure full ability to operate telecommunication systems, and the right to use all necessary radio spectrum for this purpose. Use of the radio spectrum shall be free of cost to the U.S. Government.

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

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

This Agreement, upon its entry into force, shall supersede, 1) the Agreement regarding the status of U.S. personnel who may be temporarily present in Guatemala in connection with Special Operations Training, effected by exchange of notes at Guatemala City December 21 and 27, 2010, and subsequently extended by exchanges of notes dated December 26 and 28, 2012, November 26, 2014, November 2 and December 16, 2016, and November 30 and December 17, 2018; and 2) the Agreement regarding the status of U.S. personnel who may be temporarily present in Guatemala in connection with projects under the U.S. Southern Command Humanitarian Assistance Program (HAP), effected by exchange of notes at Guatemala City December 17 and 27, 2010, and subsequently extended by exchange of notes dated December 26 and 28, 2012, November 26 and December 14, 2014, November 2 and December 22, 2016, and November 30 and December 17, 2018.

It is understood that the activities under this Agreement do not constitute the free entering of a foreign army into the territory of the Republic of Guatemala, or the establishment of foreign bases in it.

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

Embassy of the United States of America,

Guatemala, November 25, 2020.



**MINISTERIO DE RELACIONES EXTERIORES
REPÚBLICA DE GUATEMALA, C.A.**

II-5/Am. 10
3686-2018
EB/CL

DITRAI-960-2020

El Ministerio de Relaciones Exteriores de la República de Guatemala tiene el honor de saludar a la Honorable Embajada de los Estados Unidos de América y acusa recibo de la Nota Verbal número 363 de fecha 25 de noviembre de 2020, que literalmente dice lo siguiente:

"La Embajada de los Estados Unidos de América ("Embajada") presenta sus saludos al Ministerio de Relaciones Exteriores de la República de Guatemala ("Ministerio") y tiene el honor de referirse a las recientes discusiones entre representantes de nuestros dos gobiernos sobre los asuntos relativos al personal militar y civil de los Estados Unidos (definido como miembros de las Fuerzas Armadas de los Estados Unidos y empleados civiles del Departamento de Defensa de los Estados Unidos, respectivamente, en adelante referidos colectivamente como personal de los Estados Unidos) y de los contratistas estadounidenses (definidos como compañías y firmas no radicadas en la República de Guatemala, y sus empleados que no sean nacionales de la República de Guatemala, bajo contrato con el Departamento de Defensa de los Estados Unidos) que puedan estar presentes temporalmente en el territorio de la República de Guatemala con relación a visitas de buques, entrenamiento, ejercicios, actividades humanitarias y otras actividades mutuamente acordadas.

**HONORABLE EMBAJADA
DE LOS ESTADOS UNIDOS DE AMÉRICA
CIUDAD DE GUATEMALA**



**MINISTERIO DE RELACIONES EXTERIORES
REPÚBLICA DE GUATEMALA, C.A.**

Como resultado de estas discusiones y considerando la histórica cooperación militar y técnica entre ambos gobiernos, incluyendo la prestada al amparo del Convenio General de Cooperación Técnica entre el Gobierno de Guatemala y el Gobierno de los Estados Unidos de América, firmado en la Ciudad de Guatemala el 1 de septiembre de 1954, y del Convenio Bilateral de Asistencia Militar entre el Gobierno de Guatemala y el Gobierno de los Estados Unidos de América, firmado en la Ciudad de Guatemala el 18 de junio de 1955, la Embajada propone que al personal de los Estados Unidos le sean otorgados privilegios, exenciones e inmunidades equivalentes a los otorgados al personal administrativo y técnico de las misiones diplomáticas bajo la Convención de Viena sobre Relaciones Diplomáticas del 18 de abril de 1961; que el personal de los Estados Unidos pueda entrar y salir del territorio de la República de Guatemala con identificación de los Estados Unidos y con órdenes de movimiento colectivo o de viaje individual; que la República de Guatemala aceptará como válidas todas las licencias profesionales emitidas por los Estados Unidos, sus estados o sus subdivisiones políticas para dicho personal de los Estados Unidos con vistas al suministro de servicios a personal autorizado; y que las autoridades de la República de Guatemala aceptarán como válidas, sin prueba de conducir o cuota, las licencias o permisos de conducir emitidos por las autoridades correspondientes de los Estados Unidos al personal de los Estados Unidos para la operación de vehículos. La Embajada además propone que el personal de los Estados Unidos esté autorizado a vestir uniforme mientras esté cumpliendo obligaciones oficiales y portar armas mientras se encuentre en servicio, si así le fuese autorizado por sus órdenes.

El Gobierno de la República de Guatemala reconoce la importancia particular de que las autoridades de las Fuerzas Armadas de los Estados Unidos tengan control disciplinario sobre el personal de los Estados Unidos y, por lo tanto, autoriza al Gobierno de los Estados Unidos de América a ejercer jurisdicción penal sobre dicho personal mientras este se encuentre en el territorio de la República de Guatemala.



**MINISTERIO DE RELACIONES EXTERIORES
REPÚBLICA DE GUATEMALA, C.A.**

La Embajada además propone que el personal del Departamento de Defensa de los Estados Unidos y de los Estados Unidos no será responsable de pagar ningún impuesto o cargo similar aplicado dentro del territorio de la República de Guatemala y que dicho personal pueda importar a, exportar desde, y usar en el territorio de la República de Guatemala cualquier bien personal, equipo, suministros, pertrechos, tecnología, entrenamiento o servicios en relación con actividades al amparo del presente Acuerdo. Dicha importación, exportación y uso estarán exentos de cualquier inspección, licencia, otras restricciones, tasas de aduanas, impuestos o cualquier otro cargo aplicado dentro del territorio de la República de Guatemala. Los Gobiernos de los Estados Unidos de América y de la República de Guatemala deberán cooperar para tomar las medidas que puedan ser necesarias para garantizar la seguridad y la protección del personal de los Estados Unidos, sus bienes, equipos, registros e información oficial en el territorio de la República de Guatemala.

La Embajada propone que las aeronaves, los buques y los vehículos operados por el Departamento de Defensa de los Estados Unidos, o que en ese momento estén operados exclusivamente para dicho departamento, puedan entrar al territorio de la República de Guatemala, salir de él y desplazarse libremente por el mismo, y que dichos vehículos (sea que se desplacen por sí mismos o tirados con grúa) no estarán sujetos al pago de peajes por tránsito terrestre. Los buques y aeronaves de propiedad de dicho departamento, operados por este, o que en ese momento estén operados exclusivamente para él, no estarán sujetos al pago de cuotas de aterrizaje, parqueo, puerto, cargos de practicaaje, gabarraje u otros derechos portuarios en instalaciones de propiedad del Gobierno de la República de Guatemala y operadas por este. Las aeronaves de propiedad del Departamento de Defensa de los Estados Unidos y operadas por este, o que en ese momento estén operadas exclusivamente para dicho departamento, no estarán sujetas al pago de cargos de navegación, sobrevuelo, terminales o cargos similares mientras estén en el territorio de la República de Guatemala. El Departamento de Defensa de los Estados Unidos deberá pagar cargos razonables por los servicios que



**MINISTERIO DE RELACIONES EXTERIORES
REPÚBLICA DE GUATEMALA, C.A.**

solicite y reciba, a tasas no menos favorables que las pagadas por las Fuerzas Armadas de Guatemala. Las aeronaves, los buques y los vehículos del Gobierno de los Estados Unidos de América estarán exonerados de abordajes e inspecciones.

La Embajada además propone que el Departamento de Defensa de los Estados Unidos pueda contratar cualesquiera pertrechos, suministros, equipos y servicios (incluidos los de construcción) que se suministren o lleven a cabo en el territorio de la República de Guatemala sin restricciones en cuanto a la elección del contratista, proveedor o persona que suministre esos pertrechos, suministros, equipos o servicios. Esos contratos se deberán solicitar, adjudicar y administrar de conformidad con las leyes y regulaciones del Gobierno de los Estados Unidos de América. La adquisición de artículos y servicios en el territorio de la República de Guatemala por el Departamento de Defensa de los Estados Unidos o en su nombre en relación con actividades al amparo del presente Acuerdo no estará sujeta a ningún impuesto ni cargo similar en el territorio de la República de Guatemala.

La Embajada además propone que los contratistas estadounidenses no estarán sujetos al pago de ningún impuesto o cargo similar aplicado dentro del territorio de la República de Guatemala en relación con actividades al amparo del presente Acuerdo y que esos contratistas puedan importar a dicho territorio, exportar de él y usar dentro del mismo cualesquiera bienes personales, equipos, suministros, pertrechos, tecnologías, entrenamiento o servicios en cumplimiento de contratos con el Departamento de Defensa de los Estados Unidos relacionados con actividades al amparo del presente Acuerdo. Esa importación, exportación y uso estará exonerada de cualquier inspección, licencia, otras restricciones, tasas de aduanas, impuestos o cualquier otro cargo aplicado dentro del territorio de la República de Guatemala.

La Embajada propone que a los contratistas estadounidenses se les otorgará el mismo tratamiento que el otorgado al personal de los Estados Unidos en cuanto a las licencias profesionales y de conducir.



**MINISTERIO DE RELACIONES EXTERIORES
REPÚBLICA DE GUATEMALA, C.A.**

La Embajada propone que el personal de los Estados Unidos tendrá libertad de movimiento y acceso a, y uso de, medios de transporte, almacenamiento, entrenamiento y otras instalaciones, mutuamente acordados, que se requieran en relación con actividades al amparo del presente Acuerdo.

El Gobierno de la República de Guatemala reconoce que las Fuerzas Armadas de los Estados Unidos pueden tener que usar el espectro radioeléctrico. Al Departamento de Defensa de los Estados Unidos se le deberá permitir operar sus propios sistemas de telecomunicaciones (el término "telecomunicaciones" según se lo define en la Constitución y Convenio de la Unión Internacional de Telecomunicaciones, de 1992). Esto deberá incluir el derecho de utilizar los medios y servicios que se requieran para asegurar plena capacidad para operar los sistemas de telecomunicaciones y el derecho de usar todas las frecuencias del espectro radioeléctrico que sean necesarias para este propósito. El uso del espectro radioeléctrico deberá ser sin costo alguno para el Gobierno de los Estados Unidos.

Además, la Embajada propone que las Partes obvien cualquier reclamo (excepto los reclamos contractuales) entre sí por daño, pérdida o destrucción de bienes de la otra Parte o por la lesión o muerte de miembros del personal de las fuerzas armadas de cualquiera de las Partes o su personal civil, que surja del cumplimiento de sus deberes oficiales en relación con actividades al amparo del presente Acuerdo. Los reclamos de terceros por daños o pérdidas causados por personal de los Estados Unidos serán resueltos por el Gobierno de los Estados Unidos de acuerdo con las leyes y regulaciones de dicho país.

La Embajada además propone que ambos gobiernos, o sus representantes designados, puedan celebrar arreglos de implementación para dar cumplimiento a las disposiciones del presente Acuerdo.



**MINISTERIO DE RELACIONES EXTERIORES
REPÚBLICA DE GUATEMALA, C.A.**

En el momento de entrar en vigencia, el presente Acuerdo reemplazará 1) al Acuerdo sobre el estatus del personal de los Estados Unidos que pueda estar presente temporalmente en la República de Guatemala con relación a las Operaciones de Entrenamiento Especial, celebrado por canje de notas en la Ciudad de Guatemala los días 21 y 27 de diciembre de 2010, y posteriormente prorrogado por canje de notas con fechas 26 y 28 de diciembre de 2012, 26 de noviembre de 2014, 2 de noviembre y 16 de diciembre de 2016 y 30 de noviembre y 17 de diciembre de 2018; y 2) al Acuerdo sobre el estatus del personal de los Estados Unidos que pueda estar presente temporalmente en la República de Guatemala con relación a proyectos bajo el Programa de Asistencia Humanitaria del Comando Sur (HAP, por sus siglas en inglés), celebrado por canje de notas en la Ciudad de Guatemala los días 17 y 27 de diciembre de 2010, y posteriormente prorrogado por canje de notas con fechas 26 y 28 de diciembre de 2012, 26 de noviembre y 14 de diciembre de 2014, 2 de noviembre y 22 de diciembre de 2016 y 30 de noviembre y 17 de diciembre de 2018.

Queda entendido que las actividades que se lleven a cabo al amparo del presente Acuerdo no constituyen la entrada libre de un ejército extranjero al territorio de la República de Guatemala, ni el establecimiento de bases extranjeras en dicho territorio.

Si lo anterior es aceptable para el Gobierno de la República de Guatemala, la Embajada propone que esta nota, junto con la respectiva respuesta del Ministerio, deberán constituir un acuerdo entre ambos gobiernos, que entrará en vigor en la fecha de la respuesta del Ministerio.

*Embajada de los Estados Unidos de América,
Guatemala, 25 de noviembre de 2020."*

El Ministerio de Relaciones Exteriores del Gobierno de la República de Guatemala tiene el honor de confirmar que las propuestas expresadas en la Nota de la Embajada son aceptables para el Gobierno de la República de Guatemala y que la Nota de la Embajada y

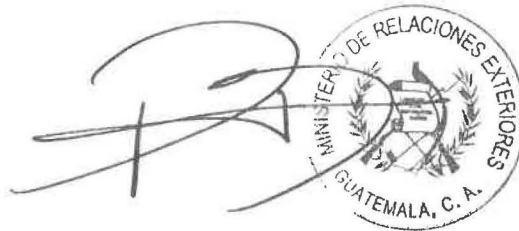


**MINISTERIO DE RELACIONES EXTERIORES
REPÚBLICA DE GUATEMALA, C.A.**

la presente Nota constituyen un Acuerdo entre los dos Gobiernos que entrará en vigor en la presente fecha.

El Ministerio de Relaciones Exteriores de la República de Guatemala aprovecha la oportunidad para renovar a la Honorable Embajada de los Estados Unidos de América el testimonio de su más alta y distinguida consideración.

Guatemala, 1 de diciembre de 2020

The image shows a handwritten signature in dark ink, which appears to be 'R. R.', written over a circular official seal. The seal is for the 'MINISTERIO DE RELACIONES EXTERIORES' (Ministry of Foreign Relations) of the 'REPÚBLICA DE GUATEMALA, C.A.'. The seal features a central emblem with a shield and a quetzal, surrounded by a wreath. The text 'MINISTERIO DE RELACIONES EXTERIORES' is written in a circle around the emblem, and 'REPÚBLICA DE GUATEMALA, C.A.' is written at the bottom.

Courtesy translation

DITRAI-960-2020

The Ministry of Foreign Affairs of the Republic of Guatemala has the honor to present its compliments to the Honorable Embassy of the United States of America and acknowledges receipt of Note No. 363 dated on November 25, 2020 which literally states the following:

"The Embassy of the United States of America ("Embassy") presents its compliments to the Ministry of Foreign Affairs of the Republic of Guatemala ("Ministry") and has the honor to refer to recent discussions between representatives of our two Governments regarding issues related to United States ("U.S.") military and civilian personnel (defined as members of the U.S. Armed Forces and civilian employees of the U.S. Department of Defense, respectively, hereafter referred to collectively as U.S. personnel) and U.S. contractors (defined as non-Republic of Guatemala companies and firms, and their employees who are not nationals of the Republic of Guatemala, under contract with the U.S. Department of Defense) who may be temporarily present in the territory of the Republic of Guatemala in connection with ship visits, training, exercises, humanitarian activities, and other activities as mutually agreed.

**HONORABLE
EMBASSY OF THE UNITED STATES OF AMERICA
GUATEMALA CITY**

As a result of these discussions, and noting the longstanding military and technical cooperation between the two governments, including under the General Agreement for Technical Cooperation between the Government of the United States of America and the Government of Guatemala, signed at Guatemala City September 1, 1954, as well as the Bilateral Military Assistance Agreement between the Government of the United States of America and the Government of Guatemala, signed at Guatemala City June 18, 1955, the Embassy proposes that U.S. personnel be accorded the privileges, exemptions, and immunities equivalent to those accorded to the administrative and technical staff of a diplomatic mission under the Vienna Convention on Diplomatic Relations of April 18, 1961; that U.S. personnel may enter and exit the territory of the Republic of Guatemala with U.S. identification and with collective movement or individual travel orders; that the Republic of Guatemala shall accept as valid all professional licenses issued by the United States, States thereof, or their political subdivisions to U.S. personnel for the provision of services to authorized personnel; and that the Republic of Guatemala authorities shall accept as valid, without a driving test or fee, driving licenses or permits issued by the appropriate U.S. authorities to U.S. personnel for the operation of vehicles. The Embassy further proposes that U.S. personnel be authorized to wear uniforms while performing official duties and to carry arms while on duty if authorized to do so by their orders.

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

The Embassy further proposes that the U.S. Department of Defense and U.S. personnel shall not be liable to pay any tax or similar charge assessed within the territory of the Republic of Guatemala and that the U.S. Department of Defense and U.S. personnel may import into, export out of, and use in the territory of the Republic of Guatemala any personal property, equipment, supplies, materiel, technology, training, or

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The Embassy proposes that aircraft, vessels, and vehicles operated by or, at the time, exclusively for the U.S. Department of Defense may enter, exit, and move freely within the territory of the Republic of Guatemala, and that such vehicles (whether self-propelled or towed) shall not be subject to the payment of overland transit tolls. Vessels and aircraft owned or operated by or, at the time, exclusively for the U.S. Department of Defense shall not be subject to the payment of landing, parking, or port fees, pilotage charges, lighterage, and harbor dues at facilities owned and operated by the Government of the Republic of Guatemala. Aircraft owned and operated by or, at the time, exclusively for the U.S. Department of Defense shall not be subject to payment of navigation, overflight, terminal, or similar charges when in the territory of the Republic of Guatemala. The U.S. Department of Defense shall pay reasonable charges for services requested and received at rates no less favorable than those paid by the Armed Forces of the Republic of Guatemala. Aircraft, vessels, and vehicles of the U.S. Government shall be free from boarding and inspection.

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

U.S. Department of Defense in connection with activities under this Agreement shall not be subject to any taxes or similar charges in the territory of the Republic of Guatemala.

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

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

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

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

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

This Agreement, upon its entry into force, shall supersede, 1) the Agreement regarding the status of U.S. personnel who may be temporarily present in Guatemala in connection with Special Operations Training, effected by exchange of notes at Guatemala City December 21 and 27, 2010, and subsequently extended by exchanges of notes dated December 26 and 28, 2012, November 26, 2014, November 2 and December 16, 2016, and November 30 and December 17, 2018; and 2) the Agreement regarding the status of U.S. personnel who may be temporarily present in Guatemala in connection with projects under the U.S. Southern Command Humanitarian Assistance Program (HAP), effected by exchange of notes at Guatemala City December 17 and 27, 2010, and subsequently extended by exchange of notes dated December 26 and 28, 2012, November 26 and December 14, 2014, November 2 and December 22, 2016, and November 30 and December 17, 2018.

It is understood that the activities under this Agreement do not constitute the free entering of a foreign army into the territory of the Republic of Guatemala, or the establishment of foreign bases in it.

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

*Embassy of the United States of America,
Guatemala, November 25, 2020.”*

The Ministry of Foreign Affairs of the Government of the Republic of Guatemala has the honor to confirm that the proposals set forth in the Embassy's Note are acceptable to the Government of the Republic of Guatemala and that the Embassy's Note and this Note in reply shall constitute an Agreement between the two Governments which shall enter into force on this date.

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

Guatemala, December 1, 2020