

No. 26946

**UNITED STATES OF AMERICA
and
GUATEMALA**

**Cooperative Agreement concerning efforts to eradicate the
Mediterranean fruit fly (with patent provision). Signed
at Guatemala City on 22 October 1981**

Authentic texts of the Agreement: English and Spanish.

Authentic text of the patent provision: English.

Registered by the United States of America on 29 November 1989.

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

**Accord de coopération en vue d'exterminer la mouche cerati-
tis (avec clause de brevet). Signé à Guatemala le 22 octo-
bre 1981**

Textes authentiques de l'Accord : anglais et espagnol.

Texte authentique de la clause de brevet : anglais.

Enregistré par les États-Unis d'Amérique le 29 novembre 1989.

COOPERATIVE AGREEMENT¹ BETWEEN MINISTERIO DE AGRICULTURA DE GUATEMALA, DIRECCIÓN GENERAL DE SERVICIOS AGRÍCOLAS, LA DIRECCIÓN TÉCNICA DE SANIDAD VEGETAL, AND UNITED STATES DEPARTMENT OF AGRICULTURE, ANIMAL AND PLANT HEALTH INSPECTION SERVICE, PLANT PROTECTION AND QUARANTINE

No. 12-16-5-2481

This AGREEMENT, made and entered into by and between the MINISTERIO DE AGRICULTURA, DIRECCIÓN GENERAL DE SERVICIOS AGRÍCOLAS, DIRECCIÓN TÉCNICA DE SANIDAD VEGETAL, hereinafter called the Cooperator, and the UNITED STATES DEPARTMENT OF AGRICULTURE, ANIMAL AND PLANT HEALTH INSPECTION SERVICE, PLANT PROTECTION AND QUARANTINE, hereinafter called the Service.

Whereas, the Service is authorized pursuant to the Act of September 21, 1944, as amended ((7.U.S.C. 147a), to cooperate with Governments of Western Hemisphere countries or the local authorities thereof, in carrying out necessary surveys and control operations in those countries in connection with the detection, eradication, suppression, control and prevention or retardation of the spread of plant pests including the Mediterranean Fruit Fly; and

Whereas, a Memorandum of Understanding was entered into between the parties hereto, on February 21, 1977,² and the Resolution of the Ministry of Agriculture dated May 13, 1977, which authorized the participation of the Department of Vegetable Health in the direction, coordination, and execution of the joint battle against the Mediterranean Fruit Fly are still, in effect, covering cooperative efforts to protect crops from plant pest damage and plant diseases in the Republic of Guatemala and in the United States of America, through the execution of cooperative programs; and

Whereas, it is the intent of the parties that this Agreement shall supersede Agreement No. 12-16-5-2467 of July 10, 1981; and

Whereas, the objectives of this Cooperative Agreement are to further action that will provide for specific activities to and for the Service, Cooperator and interested parties with regard to Mediterranean Fruit Fly (*Ceratitis capitata* Wied), and provide services that will assist in the execution of the cooperative eradication program of the Mediterranean Fruit Fly; and

Whereas, it is necessary for the furtherance of the goals of the Program to assign the day-to-day management of Mediterranean Fruit Fly activities in Guatemala to the Officers of the Dirección Técnica de Sanidad Vegetal, of DIGESA, Ministry of Agriculture; and

Whereas, the Cooperator is equipped or has access to facilities and had and can secure personnel and equipment mutually satisfactory to both parties for this work; and

¹ Came into force on 22 October 1981 by signature, in accordance with paragraph 27.

² United Nations, *Treaty Series*, vol. 1118, p. 93.

Whereas, it is the intention of the parties hereto that such cooperation covered by this Agreement shall be for the mutual benefit of the people of Guatemala and the United States of America.

Now, therefore, for and in consideration of the promises and mutual covenants herein contained, the parties hereto do hereby mutually agree with each other as follows:

A. The Cooperator agrees:

1. To manage and operate the Mediterranean Fruit Fly laboratory located in Guatemala City (Aurora), Petapilla (Chiquimula), the Quality Control facility (Guatemala City), and the new rearing facility at Villa Nueva, in accordance with mutually agreed to plans for rearing, sterilizing, quality control, and emergence operations for field release of Mediterranean Fruit Flies produced in Guatemala or received from other external sources.

2. To provide for free access to the laboratory by Service personnel designated to work at these facilities, subject only to restrictions jointly agreed to in advance. To provide office space for all Service personnel at a location most advantageous for performance of their duties.

3. To furnish field operation personnel in Guatemala, for carrying out the Program activities which are stipulated in the work plan referenced in paragraph C.2 of this Agreement.

4. To provide funding for the laboratories and field operations in Guatemala amounting to the agreed upon sum as stipulated in the financial plan referenced in paragraph C.2 of this Agreement.

5. To establish and maintain in Guatemala City, Guatemala, a central administrative office which will be responsible for all the procurement, personnel, financial functions, and records for the operation of the laboratories and for the field operations in the Republic of Guatemala, as stipulated in this Agreement.

6. To submit to the Service narrative, statistical, financial and administrative reports concerning the laboratories and field operations in the Republic of Guatemala, in accordance with the work and financial plans as referenced in paragraph C.2 of this Agreement.

7. To establish a bank account in Guatemala City, Guatemala, into which the Service will deposit its share of the funds for the operation of the laboratories and for field operations in the Republic of Guatemala, as agreed upon in the financial plan referenced in paragraph C.2 of this Agreement.

8. To require the administrative office in Guatemala City, Guatemala, to monitor the use and need for funds and to request periodically that the Service deposit to the bank account in Guatemala City its share of the funds necessary to sustain operations for periods not to exceed 60 days from the date of request, and to maintain a record of deposits to substantiate the requests for deposits.

9. To provide all maintenance for Service-furnished non-expendable property and to permit free access to same at all times by personnel designated by the Service for the purpose of insuring prescribed usage.

10. To procure all supplies, equipment, and services (including construction services) to maintain operations, except for those items not readily available to the Cooperator in Guatemala or available at a prohibitive cost (plus 25 % above United

States cost). In such event, the Service, upon written request from the Cooperator will provide assistance in purchasing of those items with funds available under this Agreement.

11. To provide through the Government of Guatemala duty free entry of all supplies and equipment furnished by the Service or purchased for the Medfly Program under this Agreement.

12. To provide transportation of all supplies and equipment to Guatemala from source of origin if purchased by the Cooperator; if purchased by the Service, from a mutual agreeable location on the Guatemalan border.

13. All financial and other matters relating to the Villa Nueva rearing laboratory, because of unique funding arrangements, will be maintained, operated, and recorded separately from all other laboratory and/or field operations activities as outlined in this Agreement.

B. The Service agrees:

1. To provide funding for the laboratory and field operations in the Republic of Guatemala in the amount agreed upon as stipulated in the financial plan referenced in paragraph C.2 of this Agreement,

2. To deposit in a designated bank account in Guatemala City, funds as agreed upon in the financial plan referenced in paragraph C.2. Deposits will be made to cover the Mediterranean Fruit Fly operations in Guatemala, for periods not to exceed 60 days. Deposit of funds will be made subject to appropriation of funds by the U. S. Congress for the purpose of control and eradication of the Mediterranean Fruit Fly, and will not exceed the dollar amount specified in the work and financial plans referenced in paragraph C.2.

3. To use its facilities to procure supplies and/or equipment in the United States as may be deemed necessary, as stipulated in paragraph A.10 and in accordance with the work and financial plans as stated in C.2 of this Agreement.

4. To provide support personnel to serve as technical advisors who will be stationed in Guatemala City.

5. To provide at its own expense additional technical experts for on-site consultation involving mechanical or scientific advice, when it is mutually agreed that such experts could benefit the program.

6. To provide the necessary reporting format for the financial reports required by the Administrative Regional Office at Monterrey, Mexico, and to conduct a review of these records every three months.

C. It is mutually understood and agreed:

1. The parties to this cooperative agreement will cooperate to the best interest of the agricultural producers and the general public of the countries of Guatemala and the United States of America.

2. The cooperating parties will develop and furnish mutually satisfactory work plans and financial plans for conducting a Mediterranean Fruit Fly program, which will outline overall plans for carrying out and funding this program, in accordance with established standards and to the satisfaction of the Cooperator and the Service.