

I, Cristina Chocano Muñoz, Sworn Translator in English and Spanish, in the free exercise of my functions and duly authorized by the Ministry of Education of the Republic of Guatemala with registry number 697-02-2009 to whose official acts, credit, and faith are due, hereby CERTIFY: Having had before me a **MEMORANDUM OF UNDERSTANDING**, written in Spanish, which faithfully translated into English to the best of my knowledge and ability reads as follows: -----

-----**“MEMORANDUM OF UNDERSTANDING**-----
-----**BETWEEN**-----
-----**THE GOVERNMENT OF THE REPUBLIC OF GUATEMALA AND**-----
-----**THE GOVERNMENT OF MEXICO REGARDING ARCHAEOLOGICAL,**-----
-----**ANTHROPOLOGICAL, PROTECTION AND**-----
-----**PRESERVATION MATTERS OF THEIR CULTURAL PATRIMONY**-----

“The Government of the Republic of Guatemala, through the Ministry of Culture and Sports –Institute of Anthropology and History—and the Government of Mexico, through the National Board for the Culture and Arts – National Institute of Anthropology and History-, from now on called the Parties”-----

Inspired by the wish to strength the bonds of friendship and cooperation between both countries; -----

Being aware of the significance that the study of anthropology and history have for the development of the peoples;-----

Interested in carrying out the research that contributes to a better understanding of the historical past of their respective countries;-----

Have agreed as follows:-----

ARTICLE I-----

The purpose of this Memorandum of Understanding is to carry out programs and projects of interest for the Parties in the fields of archaeology and anthropology.-----

ARTICLE II-----

In order to accomplish what is laid out in Article I of this Memorandum of Understanding, both Parties shall carry out the following type of cooperation:-----

- a) Implementation of academic-exchange programs in archaeology and anthropology;-
- b) Development of projects of mutual interest in the archaeological and restoration environments;-----
- c) Exchange of experiences and joint development of comprehensive projects on the management and operation of archaeological sites;-----

- d) Exchange of information on the description, inventory, and registration of cultural property and historical monuments;-----
- e) Support for the return of archaeological patrimony;-----
- f) Exchange of information and experiences in the area of legal protection of historical settlements; and-----
- g) To advance the development planning and the organization of the historical centers.

ARTICLE III-----

The formalization of actions with the expectation of being accomplished shall be carried out by means of specific projects which, approved and signed, shall form part of this Memorandum of Understanding.-----

The previously mentioned projects must contain: the intended objectives, the activities and definition of responsibilities for each Party, the timetables, the resources that shall be used, the budget and financial resources. The concepts, amounts, methods of payment and engagements of each one of the Parties must be established.-----

ARTICLE IV-----

The Parties shall be submitted to the applicable legislation in their respective territory for the execution of exploration, research, and excavation projects of the archaeological sites.--

ARTICLE V-----

A committee made up of a representative of each one of the Parties must be established for the appropriate monitoring of the development of activities object of this Memorandum of Understanding.-----

The Committee shall meet every time it considers it convenient, be it part of its duties or not:-----

- a) It shall prepare and agree the specific work programs regarding the actions that shall be developed within the framework of this Memorandum of Understanding.-----
- b) It shall agree what the contribution of each one of the Parties shall be for every action planned, after the official request by the budgetary resources of each one of the Parties has been authorized;-----
- c) It shall supervise the appropriate development of specific work programs;-----
- d) It shall evaluate partly, and globally upon its conclusion, specific programs; and-----
- e) With regard to the administrative activities related with this Memorandum of Understanding it shall act as a delegate of the Parties before third Parties.-----

ARTICLE VI-----

The committee shall deliver quarterly to each one of the Parties, one copy of the reports obtained together with the results of activities completed under the protection of this Memorandum of Understanding.-----

The previously mentioned reports shall only be used for the Parties' knowledge. Nevertheless, if the Parties wish so they can publish a co-edition of the reports agreeing to respect the intellectual rights that might emerge from this publication.-----

ARTICLE VII-----

The Parties shall grant opportunities to the persons that participate in the organization and execution of courses, lectures, diffusion activities and research projects that are developed in the framework of this Memorandum of Understanding.-----

ARTICLE VIII-----

The staff designated by each one of the Parties shall go on under the direction and it shall depend on the institution to which it belongs; therefore, no labor ties shall be created with the Other one, and in no case shall the latter be considered a substitute employer.-----

The staff sent by one of the Parties to the Other shall be subject to the provisions of the national legislation of the other's country. This staff shall not dedicate itself to any activity alien to its duties, nor shall it receive remuneration aside from that stated beforehand, without the previous authorization of the competent authorities.-----

ARTICLE IX-----

Any difference derived from the interpretation and implementation of this Memorandum of Understanding shall be resolved in common agreement of both Parties. In the case a solution is not found, the controversy shall be submitted to an arbitrator's consideration.----

ARTICLE X-----

This Memorandum of Understanding shall come into effect the date on which the Government of the Republic of Guatemala notifies to the Embassy of Mexico the former has carried out the established requirements of the latter's national legislation, and it shall have the duration of three-year terms renewable after previous evaluation.-----

This Memorandum of Understanding shall be modified by mutual consent of the Parties, formalizing it through written communications specifying the date on which it shall come into effect.-----

Any of the Parties can end this Memorandum of Understanding by means of a three-month notice addressed to the other Party.-----

The advance termination of this Memorandum of Understanding shall not affect the development or completion of the activities that have been formalized when it was in effect.-----

Signed in Guatemala City on February 20, 1998, in two original copies, being both texts genuine and written in Spanish.-----

BY THE GOVERNMENT OF THE REPUBLIC OF GUATEMALA-----

Augusto Vela Mena. Minister of Culture and Sports.-----

BY THE GOVERNMENT OF MEXICO-----

Rafael Tovar y Teresa. President of the National Board for the Culture and the Arts.-----

THIS MEMORANDUM WAS APPROVED BY CONGRESS OF THE REPUBLIC BY DECREE NO. 43-2003 ON SEPTEMBER 10, 2003. THE RATIFICATION INSTRUMENT WAS ISSUED BY THE PRESIDENT OF THE REPUBLIC ON MARCH 31, 2004 AND COMES INTO EFFECT FOR BOTH PARTIES, PURSUANT TO ARTICLE X OF THE CITED MEMORANDUM, ON MAY 4, 2004. IT WAS PUBLISHED IN THE OFFICIAL NEWSPAPER *DIARIO DE CENTROAMÉRICA* ON JUNE 28, 2004.””-----

IN WITNESS WHEREOF for the legal purposes pertaining to the interested party and assuming no responsibility for the content of the translated document, I have hereunto set my hand and affixed my seal on this SWORN TRANSLATION, issued on four (4) sheets of official paper in the City of Guatemala on this third day of March of the year two thousand nine.