

**AGREEMENT BETWEEN BELIZE AND THE REPUBLIC OF GUATEMALA  
ON ELECTRIC POWER TRADE, TRANSMISSION INTERCONNECTION AND  
GRID CONNECTIVITY**

Belize and the Republic of Guatemala (hereinafter referred to as the 'Party' or as the 'Parties');

Bearing in mind the friendly relations and the mutual trust existing between the two Governments and their peoples;

Taking into account that on 15 June, 2001 the Plan Puebla Panama (PPP) – now the Mesoamerica Project (MP) -- was adopted with the purpose of improving the quality of life of the inhabitants of the region; and that the strategy includes various initiatives and projects, including electrical interconnectivity, as well as the following projects: 1) development of the electrical interconnectivity system of the countries of Central America (SIEPAC); 2) interconnection project between Guatemala and Mexico; 3) interconnection project between Belize and Guatemala;

Bearing in mind that the first two projects have been completed and that only the interconnection between Belize and Guatemala is pending, and that this project seeks to integrate the electrical system of Belize to the Regional Electrical Market of the Central American Isthmus by interconnecting the electrical transmission systems of Belize and Guatemala;

Recognizing that energy security and competitiveness are key to development and to improving the quality of life of their people;

Have agreed as follows:

**ARTICLE 1**

This Agreement aims to promote cooperation in the power sector, including developing transmission infrastructure to interconnect the electrical systems of both countries, as well as the necessary norms that will enable the trade of electrical energy between both countries on mutually acceptable terms and conditions.

**ARTICLE 2**

The Parties will facilitate mutual power trade agreements between them in a coordinated manner, subject to their respective local laws and regulations.

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### ARTICLE 3

- a. The Parties shall take necessary measures to speed up interconnection planning and construction by inviting and facilitating public and/or private sector enterprises including encouraging joint venture investments between the Parties.
- b. The terms and conditions for the development of interconnection transmission projects of the Parties' electrical systems shall be established in separate agreements on a project by project basis. These will be jointly determined by the relevant authorities designated by the Parties.

### ARTICLE 4

- a. The Parties will jointly define the way to develop the interconnection infrastructure and establish regulations for energy trade.
- b. Both parties will mutually work on resolving issues related to tariffs, duties, liens, quotas, taxes or other charges, if any of them should be a barrier to interconnectivity and trade between the Parties.
- c. The Parties will allow generators, traders, distributors, large users, operators and license holders to participate in power trade agreements and will facilitate access to interconnection between the Parties, in accordance with their respective laws.
- d. The Parties will facilitate the trade of electric power through such interconnection subject to their national demand supply needs.
- e. In order to exchange energy via interconnection, interested parties shall comply with all national requirements of each respective Party and with pertinent regulations under this agreement.
- f. The Parties will make their best effort to ensure the flow of energy through the interconnection line between them, subject to the safety, security, stability and reliability requirements of their electrical grids, complying with applicable standards according to the national regulations of each country.

### ARTICLE 5

The Parties through their respective designated authorities shall cooperate and reach agreements on the construction and operation of interconnection lines and on trade between their electrical systems.

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## ARTICLE 6

This Agreement shall not affect the rights and obligations under existing agreements with third countries.

## ARTICLE 7

1. The present Agreement is based on the "Framework Agreement for Negotiations and Confidence Building Measures between Belize and Guatemala," signed on 7th September 2005, that has as an objective the maintenance and deepening of friendly bilateral relations until the Territorial, Insular and Maritime Dispute is permanently resolved.

2. This Agreement is also based on the Road Map for the Strengthening of the Bilateral Relations signed in Washington, D.C. United States of America on 24th January 2014 by the Ministers of Foreign Affairs of the Parties, in which it was agreed to develop a programme of activities for the strengthening of the bilateral relations.

3. The present instrument shall not constitute a total or partial waiver of sovereignty over any territory (land, insular and maritime) claimed by either Party; nor shall any rights of either Party to such territory be prejudiced; nor shall any precedent be established for the strengthening or weakening of either Party's claims to any such territory. Each Party expressly reserves its rights with respect to its claims of sovereignty over any territory (land, insular or maritime).

4. The Parties agree that neither Party will use against the other, in any forum in which their territorial differendum may be addressed in the future, the fact that either of the Parties has accepted, agreed to, complied with or implemented any of the confidence building measures included herein.

5. Any dispute arising from the interpretation or application of this Agreement shall be resolved amicably through diplomatic channels.

6. This Agreement will enter into force on the date when both sides have received notification via diplomatic note that their respective legal requirements have been met.

7. The present Agreement will have a duration of ten (10) years and will be automatically extended for equal periods, unless any of the Parties, through written communication via diplomatic channels, revokes it, and the termination will be effective one (1) year after the respective notification.

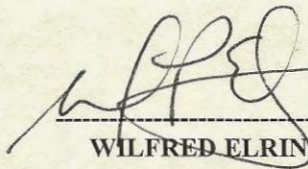


8. The termination of this Agreement shall not affect the rights or benefits already acquired by the individuals by virtue of this Agreement.

9. This Agreement may be amended by mutual agreement of the Parties through written communications via diplomatic channels. Its entry into force will be in accordance with paragraph 6 of this Article.

Done in Placencia, Belize, on December 17, 2014 in two original copies, in the Spanish and English language, both texts being equally authentic.

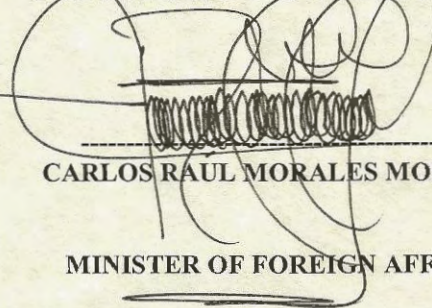
**FOR BELIZE**



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**WILFRED ELRINGTON**

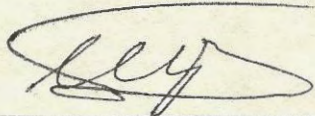
**ATTORNEY GENERAL  
AND MINISTER OF FOREIGN AFFAIRS**

**FOR THE REPUBLIC OF GUATEMALA**



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**CARLOS RAÚL MORALES MOSCOSO**

**MINISTER OF FOREIGN AFFAIRS**



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**JOSÉ MIGUEL INSULZA**

**SECRETARY GENERAL OF THE ORGANIZATION OF AMERICAN STATES**

**(WITNESS OF HONOUR)**