

**AGREEMENT BETWEEN BELIZE AND THE REPUBLIC OF GUATEMALA
ON A PROGRAMME FOR SEASONAL WORKERS**

Belize and the Republic of Guatemala (hereinafter referred to as “the Parties”);

CONSCIOUS of the objective of maintaining and deepening the bilateral ties of friendship and cooperation;

DESIROUS of regulating in a coordinated, orderly, secure and dignified manner, the flow of workers that exists between Belize and Guatemala;

INSPIRED by the objective that Belizean and Guatemalan workers in the territory of either party enjoy the rights recognized under the international instruments to which both countries are Parties, in particular the International Convention on the Protection of the Rights of all Migrant Workers and Members of their Families of 1990.

CONVINCED that migration is a social phenomenon that contributes to economic and social development, fosters cultural diversity and promotes transfer of technology;

RESPECTFUL of the legal norms, obligations and guarantees enshrined in their respective domestic laws and in international Agreements to which both countries are Parties;

Agree the following:

ARTICLE 1

The objective of this Agreement is to establish a general framework for the development of a seasonal workers program.

ARTICLE 2

The competent authorities for the implementation of this Agreement shall be designated via diplomatic channels.

ARTICLE 3

For the purposes of this Agreement, the term “seasonal worker” refers to a migrant worker whose work by its character is dependent on seasonal conditions and is performed only during part of the year.

ARTICLE 4

1. The competent authorities of the Parties shall agree and confirm in writing the number and characteristics of the seasonal workers in demand and available according to the circumstances.
2. The Office of the General Secretariat of the Organization of American States in the Belize-Guatemala Adjacency Zone (OAS-AZ) shall support the Parties in the implementation of this agreement.

ARTICLE 5

1. Each worker and his/her employer shall agree in writing on the terms and the conditions of employment in accordance with the respective national legislation and applicable international law.
2. The contract shall include a commitment by the worker to return to his/her country of origin by the end of the work permit, as well as all information relating to the conditions and hours of work, their stay, accommodations, return, salaries, employment benefits, rights, duties and labour rights.
3. The competent authorities shall monitor the program and shall facilitate the seasonal workers with the relevant permits in accordance with their respective national laws.

ARTICLE 6

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.

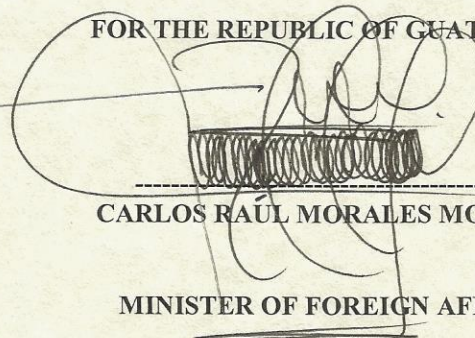
FOR BELIZE



WILFRED ELRINGTON

**ATTORNEY GENERAL
AND MINISTER OF FOREIGN AFFAIRS**

FOR THE REPUBLIC OF GUATEMALA



CARLOS RAUL MORALES MOSCOSO

MINISTER OF FOREIGN AFFAIRS

A handwritten signature in black ink, appearing to read 'JMI', is written over a horizontal dashed line.

JOSÉ MIGUEL INSULZA

SECRETARY GENERAL OF THE ORGANIZATION OF AMERICAN STATES

(WITNESS OF HONOUR)

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