

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 un **AGREEMENT BETWEEN THE REPUBLIC OF GUATEMALA AND MEXICO**, written in Spanish, which faithfully translated into English to the best of my knowledge and ability reads as follows: -----

-----“**AGREEMENT BETWEEN THE REPUBLIC OF GUATEMALA AND-----  
-----MEXICO FOR THE PROTECTION AND RESTRICTION OF-----  
-----ARCHAEOLOGICAL, ARTISTIC, AND HISTORICAL MONUMENTS-----**

The Government of the Republic of Guatemala and the Government of Mexico, eager to stimulate the reciprocal research and knowledge of the archaeological, artistic, and historical values of both countries and to establish regulations for the protection, recovery, and return of cultural property of their respective national patrimony taken from anyone of the Parties or illicitly exported from their territory, agree as follows:-----

**ARTICLE I.** Both Parties decide to prohibit and prevent access to their respective territories of archaeological, artistic, and historical monuments taken from museums, monuments, archaeological collections or sites of the other Party and those whose export has not been expressly authorized by the government of the country of origin.-----

**ARTICLE II.** Both parties agree to use upon request of the other Party, all the legal resources in order to recover and return the archaeological, artistic, and historical monuments taken or illicitly exported from the territory of the requiring Party, which shall facilitate the necessary documentation and evidence to establish the origin of the claim. In case that gathering and presenting such documentation were impossible, the origin of the claim shall be determined by procedures decided by the Parties through diplomatic channels.-----

**ARTICLE III.** The inherent expenses with regard to the collection and return mentioned in Article II shall be defrayed by the requiring Party, and any person or institution shall claim compensation from the Party that returns the claimed property for damages it may have suffered. The Party requesting the restoration has no obligation to compensate the person who illegally exported this property or from whom it was acquired.-----

**ARTICLE IV.** Both Parties agree that the country requesting the restoration shall impose its current national legislation through the competent authorities on those who have participated in the illicit removal or exportation of the archaeological, artistic, and historical monuments from their territory.-----

**ARTICLE VI.** Both Parties agree that in order to accomplish the purposes of this Agreement, movable properties or real estate resulting from prior cultures up to the establishment of the Hispanic culture as well as the human, flora, and fauna remains related with these cultures are considered as archaeological monuments in both nations' territories; the national works of each one of the Parties that mark relevant aesthetic value are

considered as artistic monuments; and as historical monuments, the property linked with the history of each Nation as of the establishment of the Hispanic culture in each one of the countries. These definitions shall be applied in accordance with the respective current legislation that is in effect in each country. In case any doubts arise in this regard, they shall be clarified through diplomatic channels.-----

**ARTICLE VII.** This agreement shall come into effect the date on which the Parties are notified they have completed their respective constitutional procedures.-----

**ARTICLE VIII.** This Agreement can be modified by mutual agreement of the Parties, upon the request of any one of them. The changes shall come into effect the day on which the Parties have been notified that their respective constitutional procedures have been completed.-----

**ARTICLE IX.** This Agreement shall be indefinite, unless one of the Parties communicates to the Other, with one-year notice, its intention to terminate it.-----

On the thirty-first day of May of the year one thousand seventy-five a duplicate of this text was made in Rosario Izapa, Chiapas, Mexico, with both copies being genuine.-----

On behalf of the Government of the Republic of Guatemala, Lic. Adolfo Molina Orantes, Minister of Foreign Affairs.-----

On behalf of the Government of Mexico, Lic. Emilio O. Rabasa, Secretary of Foreign Affairs.-----

**REMARK:** This Agreement was approved through Legislative Decree No. 5-76, issued by Congress of the Republic on April 7, 1976, published in the official newspaper *Diario de Centroamérica* No. 87, Volume CCIII on May 27, 1976, coming into effect for both Contracting Parties on January 18, 1977, date on which the Mexican Government communicated to the Government of Guatemala that the constitutional formalities of its internal legislation had been completed. The President of the Republic ratified it on April 22, 1976 and the official newspaper *Diario de Centro América* published this ratification on February 15, 1977.”-----

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 two (2) sheets of official paper in the City of Guatemala on this third day of March of the year two thousand nine.