


Annex I Draft of Record of Discussions  
Annex II Project Design Matrix  
Annex III Plan of Operation



DRAFT OF RECORD OF DISCUSSIONS  
 BETWEEN  
 JAPAN INTERNATIONAL COOPERATION AGENCY AND  
 AUTHORITIES CONCERNED OF THE GOVERNMENT OF  
 THE REPUBLIC OF GUATEMALA  
 ON JAPANESE TECHNICAL COOPERATION  
 FOR THE PROJECT FOR THE CAPACITY DEVELOPMENT FOR WATER ENVIRONMENT  
 CONSERVATION IN THE METROPOLITAN AREA

In response to the request of the Government of the Republic of Guatemala, the Government of Japan has decided to conduct the technical cooperation concerning "Capacity Development for Water Environment Conservation in the Metropolitan Area" (hereinafter referred to as "the Project").

Accordingly, Japan International Cooperation Agency (hereinafter referred to as "JICA"), the official agency responsible for the implementation of the technical cooperation scheme of the Government of Japan, will cooperate with the authorities concerned of the Government of the Republic of Guatemala for the Project.

JICA and the Guatemalan authorities concerned had a series of discussions on the framework of the Project. As a result of the discussions, and in accordance with the provisions of the Agreement on Technical Cooperation between the Government of Japan and the Government of the Republic of Guatemala, signed in Tokyo, Japan on March 28<sup>th</sup>, 1977 (hereinafter referred to as "the Agreement"), JICA and the Guatemalan authorities concerned agreed on the matters referred to in the document attached hereto.

Done in duplicate in Spanish and English languages, each text being equally authentic. In case of any divergence of interpretation, the English text shall prevail.

Guatemala City,                      , 2005

\_\_\_\_\_  
 Mr. Yoshitaka Misawa  
 Resident Representative  
 JICA Guatemala Office

\_\_\_\_\_  
 Mr. Juan Mario Dary Fuentes  
 Minister  
 Ministry of Environment and Natural Resources  
 (MARN),  
 The Republic of Guatemala

\_\_\_\_\_  
 Mr. Juan Antonio Flores  
 Deputy Director, International Bilateral Cooperation  
 Secretariat Planning and Programming (SEGEPLAN)  
 The Republic and Guatemala

THE ATTACHED DOCUMENT

I. COOPERATION BETWEEN JICA AND THE GOVERNMENT OF THE REPUBLIC OF GUATEMALA

1. The Government of the Republic of Guatemala will implement the "Capacity Development for Water Environment Conservation in the Metropolitan Area" (hereinafter referred to as "the Project") in cooperation with JICA.
2. The Project will be implemented in accordance with the Master Plan which is given in Appendix I.
3. The project will consist of Stage 1 (preparation period) and Stage 2 (implementation period). The Stage 1 will be implemented in the first six months of the project to determine Project Design Matrix (PDM) and Plan of Operation (PO).

II. MEASURES TO BE TAKEN BY JICA

In accordance with the laws and regulations in force in Japan and the provisions of Article III of the Agreement, JICA, as the executing agency for technical cooperation by the Government of JAPAN, will take, at its own expense, the following measures according to the normal procedures of its technical cooperation scheme.

1. DISPATCH OF JAPANESE EXPERTS

JICA will provide the services of the Japanese and/or third country experts as listed in Appendix II. The provision of Article II of the Agreement will be applied to the above-mentioned experts.

2. PROVISION OF MACHINERY AND EQUIPMENT

JICA will provide such machinery, equipment and other materials (hereinafter referred to as "the Equipment") necessary for the implementation of the Project as listed in Appendix III. The provision of Article III of the Agreement will be applied to the Equipment.

3. TRAINING OF GUATEMALAN PERSONNEL IN JAPAN

JICA will receive the Guatemalan personnel connected with the Project for technical training in Japan and/or third countries.

III. MEASURES TO BE TAKEN BY THE GOVERNMENT OF THE REPUBLIC OF GUATEMALA



1. The Government of the Republic of Guatemala will take necessary measures to ensure that the self-reliant



operation of the Project will be sustained during and after the period of Japanese technical cooperation, through full and active involvement in the Project by all related authorities, beneficiary groups and institutions.

2. The Government of the Republic of Guatemala will ensure that the technologies and knowledge acquired by the Guatemalan nationals as a result of the Japanese technical cooperation will contribute to the economic and social development of the Republic of Guatemala.
3. In accordance with the provisions of Article V of the Agreement, the Government of the Republic of Guatemala will grant in the Republic of Guatemala privileges, exemptions and benefits to the Japanese experts referred to in II-1 above and their families.
4. In accordance with the provisions of Article VI of the Agreement, the Government of the Republic of Guatemala will take the measures necessary to receive and use the Equipment provided by JICA under II-2 above and equipment, machinery and materials carried in by the Japanese experts referred to in II-1 above.
5. The Government of the Republic of Guatemala will take necessary measures to ensure that the knowledge and experience acquired by the Guatemalan personnel from technical training in Japan will be utilized effectively in the implementation of the Project.
6. In accordance with the provision of Article V-1(b) of the Agreement, the Government of the Republic of Guatemala will provide the services of Guatemalan counterpart personnel and administrative personnel as listed in Appendix IV.
7. In accordance with the provision of Article V-1(a) of the Agreement, the Government of the Republic of Guatemala will provide the buildings and facilities as listed in Appendix V.
8. In accordance with the laws and regulations in force in the Republic of Guatemala, the Government of the Republic of Guatemala will take necessary measures to supply or replace at its own expense machinery, equipment, instruments, vehicles, tools, spare parts and any other materials necessary for the implementation of the Project other than the Equipment provided by JICA under II-2 above.
9. In accordance with the laws and regulations in force in the Republic of Guatemala, the Government of the Republic of Guatemala will take necessary measures to meet the running expenses necessary for the implementation of the Project.

#### IV. ADMINISTRATION OF THE PROJECT



1. The Minister, Ministry of Environment and Natural Resources, as the Project Director, will bear overall responsibility for the administration and implementation of the Project.
2. The Vice Minister of Environment, Ministry of Environment and Natural Resources, as the Deputy Project Director, will bear responsibility for assisting the Project Director in fulfilling his duty.
3. The Manager of Watershed Management and Water Resources Unit, Ministry of Environment and Natural Resources, as the Project Manager, will be responsible for the managerial and technical matters of the Project.
4. The Japanese Team Leader will provide necessary recommendations and advice to the Project Director, the Deputy Project Director and the Project Manager on any matters pertaining to the implementation of the Project.
5. The Japanese experts will give necessary technical guidance and advice to Guatemalan counterpart personnel on technical matters pertaining to the implementation of the Project.
6. For the effective and successful implementation of technical cooperation for the Project, a Joint Coordinating Committee will be established whose functions and composition are described in Appendix VI.


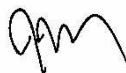
#### V. JOINT EVALUATION

Evaluation of the Project will be conducted jointly by JICA and the Guatemalan authorities concerned, at the end of Stage 1, the middle and during the last six months of Stage 2 of the cooperation term in order to examine the level of achievement.

#### VI. CLAIMS AGAINST JAPANESE EXPERTS

In accordance with the provision of Article VII of the Agreement, the Government of the Republic of Guatemala undertakes to bear claims, if any arises, against the Japanese experts engaged in technical cooperation for the Project resulting from, occurring in the course of, or otherwise connected with the discharge of their official functions in the Republic of Guatemala except for those arising from the willful misconduct or gross negligence of the Japanese experts.

#### VII. MUTUAL CONSULTATION



There will be mutual consultation between JICA and the Government of the Republic of Guatemala on any major issues arising from, or in connection with this Attached Document.

#### VIII. MEASURES TO PROMOTE UNDERSTANDING AND SUPPORT FOR THE PROJECT

For the purpose of promoting support for the Project among the people of the Republic of Guatemala, the Government of the Republic of Guatemala will take appropriate measures to make the Project widely known to the people of the Republic of Guatemala.

#### IX. TERM OF COOPERATION

The duration of the technical cooperation for the Project under this Attached Document will be forty two (42) months from the date of the first dispatch of Japanese expert.

- APPENDIX I MASTER PLAN
- APPENDIX II LIST OF JAPANESE EXPERTS
- APPENDIX III LIST OF MACHINERY AND EQUIPMENT
- APPENDIX IV LIST OF GUATEMALAN COUNTERPART AND ADMINISTRATIVE PERSONNEL
- APPENDIX V LIST OF BUILDINGS AND FACILITIES
- APPENDIX VI JOINT COORDINATING COMMITTEE

