

**MEMORANDUM OF UNDERSTANDING  
ON THE JOINT SECURITY PROGRAM  
BETWEEN  
THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY,  
U.S. CUSTOMS AND BORDER PROTECTION  
AND  
THE GUATEMALA MINISTRY OF THE INTERIOR**

The United States Department of Homeland Security (DHS), U.S. Customs and Border Protection (CBP) and the Republic of Guatemala Ministry of the Interior (MOI), hereinafter referred to as "the Participants",

RECOGNIZING the importance of cooperation and timely exchange of relevant information on security threats encountered at the borders of their respective countries;

TAKING INTO ACCOUNT the benefits of engaging in an initiative to identify possible terrorists, and other criminals and high-risk travelers, who may seek to harm persons and property in the Republic of Guatemala and the United States of America or otherwise compromise either country's national security;

BEARING IN MIND the benefits of participating in an initiative to identify travelers, illicit currency, and contraband entering or leaving the country in violation of Guatemala's laws and other border security regulations; and

DESIRING to share best practices and participate in mutual capacity building efforts to ensure effective identification of potential threats to border security posed by travelers seeking to enter Guatemala and the United States;

**HAVE COME TO THE FOLLOWING UNDERSTANDING:**

**I. PURPOSE**

1. The purpose of this Memorandum of Understanding (MOU) is to establish the Joint Security Program (JSP) in the Republic of Guatemala.
2. Through JSP, the Participants intend to expand bilateral cooperation on border security control issues for travelers, through the exchange of information and best practices to assist in the identification of persons wishing to travel through international airports, and other ports to the United States of America, as well as to enter or leave the Republic of Guatemala by air, sea, or land, who may be associated with terrorist or other criminal organizations and therefore threaten the national security of each of the Participants.

**II. PRINCIPLES AND CRITERIA**

1. For the purpose of implementing JSP, CBP, in coordination with the MOI, is expected to assign CBP JSP Officers to the La Aurora International Airport (GUA), consistent with separate operating procedures to be mutually determined by the Participants prior to commencing operations under this MOU. Cooperation may be extended to other international ports in the Republic of Guatemala, as jointly determined in writing by the Participants. Such ports, for the purposes of this MOU, are collectively referred to as "JSP Locations."

2. CBP JSP Officers are expected to work under the direction and coordination of the U.S. Chief of Mission in the Republic of Guatemala, and under the operational supervision of CBP's Immigration Advisory Program (IAP) Division, in coordination with the General Directorate of the National Civil Police through the agency designated by the Ministry of the Interior, consistent with the mutually established rules and operating procedures, and applicable laws and regulations of the United States of America and the Republic of Guatemala.
3. MOI is expected to request authorization from the appropriate Guatemalan authorities to secure airside access to the airport for CBP JSP Officers to fulfill their responsibilities under this MOU. The securing of such authorization is critical to the effective implementation of JSP.
4. All activities of each Participant under this MOU are expected to be carried out in accordance with and in respect for the laws and regulations of that Participant's Government, respecting human rights, and applicable international agreements to which that Participant's Government is a party.
5. Each Participant is expected to afford at least the same degree of confidentiality to information received pursuant to this MOU as it applies to similar information already in its custody. This MOU is not intended to preclude the use or disclosure of information to the extent that there is an obligation to do so under the laws of the receiving Participant. To the extent practicable, the receiving Participant is expected to notify the providing Participant prior to any use or disclosure that is otherwise inconsistent with the terms of the MOU to provide the providing Participant the opportunity, where appropriate, to seek the non-disclosure or other protection of the information to the extent permitted by the law of the receiving Participant.
6. CBP may share information obtained from MOI under this MOU with other offices and components within DHS, provided that such offices and components have an official need to know such information. Any information shared within DHS is expected to be used and treated in a manner that is consistent with this MOU.

### **III. CBP RESPONSIBILITIES**

1. CBP JSP Officers are expected to provide MOI with assistance and expertise with respect to the identification of travelers seeking to transit, enter, or leave Republic of Guatemala JSP locations who may be involved in terrorist or other unlawful activities, or who may otherwise be deemed inadmissible upon arrival in the United States of America.
2. To enhance the MOI's ability to identify and intercept high-risk air travelers attempting to transit, enter, or leave the Republic of Guatemala who pose a threat to its national security, including travelers attempting to smuggle currency and other contraband, CBP is expected to:
  - a. Provide information to support decision processes on high-risk travelers transiting, arriving at, or departing from JSP locations;
  - b. Provide training and demonstrate identification and interdiction mechanisms to MOI staff at JSP locations;
  - c. Carry out all necessary and appropriate measures in accordance with applicable U.S. law and departmental and agency policies for the effective implementation of JSP in the Republic of Guatemala;

- d. Work with MOI to jointly establish operating procedures for the implementation of JSP in the Republic of Guatemala; and
- e. Provide information regarding best practices and U.S. laws which facilitate the collection, disclosure and protection of information concerning travelers.

#### **IV. MOI RESPONSIBILITIES**

For the purpose of implementing JSP, MOI is expected to:

1. Request authorization from the appropriate Guatemalan authorities to secure access to operative areas at JSP locations, including airside access for JSP airport locations, for CBP JSP Officers deployed to that JSP location to fulfill their responsibilities under this MOU;
2. To the extent possible, provide a private workspace and parking spaces at the JSP locations for use by CBP JSP Officers, and designate staff to operate alongside CBP JSP Officers;
3. Consistently provide adequate personnel assigned to work daily with CBP JSP Officers, ideally for a minimum of two-year tours;
4. Work with CBP to jointly establish operating procedures for JSP implementation at JSP locations in the Republic of Guatemala;
5. Consistent with Guatemalan law, provide information to CBP within MOI's scope and responsibilities about Guatemalan legal authorities that govern the collection and disclosure of data related to travelers entering or leaving the Republic of Guatemala; and
6. Notify CBP prior to the disclosure outside of MOI, of any identifying information related to CBP JSP Officers or description of CBP JSP operational activities at the JSP locations, including in the course of any investigative, judicial, or administrative proceedings pertaining to official acts of a CBP JSP Officer as described in this MOU and any associated operating procedures.

#### **V. GENERAL PROVISIONS**

1. CBP may seek appropriate privileges and immunities for its JSP Officers through the appropriate diplomatic channels.
2. Each Participant is expected to ensure that CBP JSP Officers assigned to work in the Republic of Guatemala act consistently with the provisions of this MOU, and MOI may request that any officer who does not do so be removed from participation in JSP.
3. This MOU is not intended to affect existing or future agreements between CBP and other Guatemalan authorities.
4. Each Participant is expected to be responsible for its own costs associated with JSP. All activities under this MOU are subject to the availability of appropriated funds and other resources.
5. The Participants intend to consult closely on the implementation of this program to ensure the continued effectiveness and mutual benefits of bilateral cooperation within the scope of this MOU.
6. This MOU represents an understanding between the Participants and does not constitute a legally binding agreement. This MOU does not create or confer any right, privilege, or

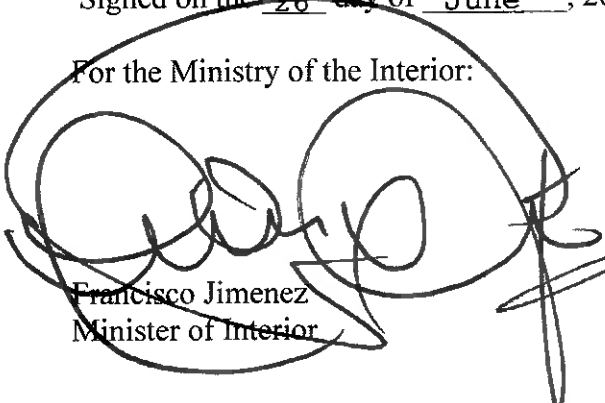
benefit to any person, party, or entity, private or public.

7. This MOU becomes operative upon the signature of both Participants and may be modified upon the mutual written decision of the Participants. Either Participant may discontinue cooperation under this MOU at any time but is expected to attempt to provide at least six months written notice.
8. If cooperation under this MOU is discontinued, in whole or in part, consistent with the paragraphs above, the Participants are expected to protect all information exchanged consistent with this MOU.

Signed on the 26 day of June, 2025, in the English and Spanish languages, in duplicate.

For the Ministry of the Interior:

For the United States Department of Homeland Security:



Francisco Jimenez  
Minister of Interior



Kristi Noem  
Secretary of Homeland Security