

AMENDMENT TO
THRESHOLD PROGRAM GRANT AGREEMENT

BETWEEN

**THE UNITED STATES OF AMERICA,
ACTING THROUGH THE MILLENNIUM CHALLENGE CORPORATION**

AND

**THE REPUBLIC OF GUATEMALA,
ACTING THROUGH ITS GOVERNMENT**

AMENDMENT TO THRESHOLD PROGRAM GRANT AGREEMENT

This AMENDMENT to the Threshold Program Grant Agreement between the United States of America, acting through the Millennium Challenge Corporation, and the Republic of Guatemala, acting through its Government, signed at Guatemala on April 8, 2015 (this “*Amendment*”) is made between the United States of America, acting through the Millennium Challenge Corporation, (“*MCC*”), and the Republic of Guatemala, acting through its Government (the “*Government*” and, collectively with MCC, the “*Parties*” and each, individually, a “*Party*”). All capitalized terms used in this Amendment that are not otherwise defined herein have the meanings given to such terms in the Agreement (as defined below).

RECITALS

WHEREAS, the Parties entered into the Threshold Program Grant Agreement between the United States of America, acting through the Millennium Challenge Corporation, and the Republic of Guatemala, acting through its Government, signed at Guatemala on April 8, 2015 (the “*Agreement*”);

WHEREAS, MCC and the Government desire to amend parts of the Agreement as more fully described herein;

NOW, THEREFORE, the Parties hereby agree as follows:

1. Amendment to Section 7.5.

Section 7.5 of the Agreement is hereby deleted and replaced with the following:

Section 7.5. MCC Status.

- (a) MCC is a United States government corporation acting on behalf of the United States government in the implementation of this Agreement and the Program. MCC and the United States government assume no liability for any claims or loss arising out of activities or omissions under this Agreement.
- (b) The Parties confirm their understanding that the activities of the United States government, including those of MCC, and those of their agents and advisors regarding this agreement are governmental and not commercial in nature and such agents and advisors will be accorded, at a minimum, privileges and immunities equivalent to those granted members of the administrative and technical staff under the Vienna Convention on Diplomatic Relations, and therefore protected by international law.
- (c) Nothing contained in this Agreement will be construed as waiving the immunity that the United States government, MCC or any officer or employee of the United States government or MCC may otherwise enjoy under international law, whether stemming from international agreements or customary international law.

2. Effect of This Amendment.

From the Amendment Effective Date (as defined below), the Agreement and this Amendment will be read together and construed as one document, and each reference in the Agreement to the “Agreement,” “hereunder,” “hereof” or words of like import referring to the Agreement, and each reference to the “Agreement,” “thereunder,” “thereof” or words of like import in any other document or instrument delivered pursuant to the Agreement, will mean and be construed as a reference to the Agreement, as amended by this Amendment.

3. Amendment Effective Date.

This Amendment will enter into force on the date of the entry into force of the Agreement (the “*Amendment Effective Date*”).

IN WITNESS WHEREOF, the undersigned, duly authorized by their respective governments, have signed this Amendment.

DONE at Guatemala City, on this 12th day of February, 2016, in the English and Spanish languages.

FOR THE UNITED STATES OF
AMERICA, ACTING THROUGH THE
MILLENNIUM CHALLENGE
CORPORATION

FOR THE REPUBLIC OF GUATEMALA,
ACTING THROUGH ITS GOVERNMENT

_____/s/
Name: Todd D. Robinson
Title: United States Ambassador to the
Republic of Guatemala

_____/s/
Name: Carlos Raúl Morales Moscoso
Title: Minister of Foreign Affairs