



Universidad Nacional de Ciencias Forestales

UNACIFOR

(ESNACIFOR desde 1969)

Apartado Postal # 2, Siguatepeque, Comayagua, Honduras

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MEMORANDO

DIRECCIÓN DE COOPERACIÓN EXTERNA

DCE-045/2023

PARA: ING. YOVANNY MELGAR
JEFE DE TRANSPARENCIA UNACIFOR

DE: MAE. GABRIELA MORALES
DIRECTORA DE COOPERACIÓN EXTERNA

ASUNTO: CONVENIOS FIRMADOS POR LA UNACIFOR

FECHA: 11 DE SEPTIEMBRE DE 2023



Por medio de la presente notifico que la UNACIFOR firmó UN (1) MEMORANDO DE ENTENDIMIENTO durante el mes de agosto de 2023:

- MEMORANDO DE ENTENDIMIENTO ENTRE LA UNIVERSIDAD DE CORNELL, ITHACA, ESTADOS UNIDOS DE NORTEAMÉRICA Y LA UNIVERSIDAD NACIONAL DE CIENCIAS FORESTALES, SIGUATEPEQUE, HONDURAS PARA EL ESTABLECIMIENTO DE UN LABORATORIO DE ORNITOLOGÍA EN EL JARDÍN BOTÁNICO LANCETILLA

OBJETIVO:

Servir como marco de trabajo para diferentes colaboraciones que serán acordadas por medio de proyectos específicos amparadas en este memorando y serán añadidas como Anexo.

Sin otro particular más que saludarle,

CC: Rectoría
Archivo



"Universidad especializada en la formación de profesionales en el manejo y utilización sostenible de los Recursos Naturales, Medio Ambiente, Agroforestería, Energía Renovables, Estructuras Ambientales y Negocios Forestales, bajo el lema "Aprender produciendo!"

MEMORANDUM OF AGREEMENT

between

Cornell University, for and on behalf of Lab of Ornithology

Ithaca, New York, USA

and

Universidad Nacional de Ciencias Forestales

Siguetepeque, Honduras GENERAL

In order to facilitate international academic exchange, to develop academic and scientific relationships, and in support of collaborative research activities, Cornell University, for and on behalf of Lab of Ornithology (hereinafter “Cornell”) and Universidad Nacional de Ciencias Forestales (hereinafter “UNACIFOR”) agree to establish this binding Memorandum of Agreement (including any appendices hereto, this “MOA”), dated as of the final date of signature by the parties hereto, as a framework for cooperative programs in accordance with the following general provisions. The terms of cooperation for each specific activity implemented under this MOA, including but not limited to financial aspects, shall be mutually discussed and agreed upon in a written agreement signed by both parties prior to the initiation of that activity (each such agreement, a “Project Agreement”). Each Project Agreement shall be subject to the terms of this MOA and shall be deemed to be attached hereto as an Appendix.

SECTION 1: ACADEMIC FREEDOM

Generally accepted principles of academic freedom will be applicable to all educational and research activities undertaken by, or under the direction of, faculty who participate in the projects contemplated by this MOA.

SECTION 2: NON-DISCRIMINATION

Cornell and UNACIFOR agree not to discriminate against any person because of race, ethnic or national origin, citizenship and immigration status, color, sex/gender, pregnancy or pregnancy-related conditions, age, creed, religion, actual or perceived disability (including persons associated with such a person), arrest and/or conviction record, military or veteran status, sexual orientation, gender expression and/or identity, an individual’s genetic information, domestic violence victim status, familial status, marital status, and any other legally protected status in the relevant jurisdiction(s). Cornell and UNACIFOR shall abide by these principles in the administration of this MOA, and neither institution shall impose criteria for the exchange of faculty or students which would violate the principles of non-discrimination. Breach of this covenant may be regarded as a material breach of this MOA and any related Project Agreement.

SECTION 3: INTELLECTUAL PROPERTY

Unless otherwise agreed in any Project Agreement, (a) Each party to this MOA shall own the intellectual property (IP) conceived or first reduced to practice solely by its employees or agents in furtherance of projects or activities contemplated by this MOA, and (b) IP conceived or first reduced to practice jointly by employees or agents of both parties shall be jointly owned by both parties.

SECTION 4: EXPORT-COMPLIANCE

Each Party acknowledges that Cornell University and its personnel and visitors are subject to U.S. export control laws and regulations which include, without limitation, the International Traffic in Arms Regulations (ITAR), the Export Administration Regulations (EAR), and regulations and orders administered by the Treasury Department's Office of Foreign Assets Control (i.e., OFAC Regulations). Each Party also acknowledges that and its personnel and visitors are subject to export control laws and regulations in its own jurisdiction (which, together with the aforementioned U.S. export control laws and regulations shall be collectively referred to as the "Export Control Laws"). Each Party agrees to comply with all applicable Export Control Laws. Neither Party shall disclose any technology or technical data that is subject to Export Control Laws unless and until a plan for the transfer, use, dissemination, and control of the information has been approved by each Party's Export Control Officer.

SECTION 5: ANTI-CORRUPTION; ANTI-BRIBERY; ANTI-BOYCOTT COMPLIANCE

Each party represents that it is, to the best of its knowledge, in compliance in all material respects with the Foreign Corrupt Practices Act of 1977, as amended, any applicable law or regulation implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the Bribery Act 2010 of the United Kingdom, and any other applicable anti-bribery, anti-corruption, and/or money laundering statutes or laws in all relevant jurisdictions. In addition, the parties agree that no provision of this MOA (or any Project Agreement) shall apply if application of such provision would result in a violation of the Anti-Boycott laws and regulations of the United States.

SECTION 6: INDEMNIFICATION

Cornell and UNACIFOR shall each indemnify and hold harmless the other, its officers, agents and employees, for any and all liability, damages and cost attributable to the breach of this MOA or any relevant Project Agreement by (or the negligent acts or omissions of) the indemnifying party, its officers, agents and employees while acting in the scope of their employment or agency, and in furtherance of activities described in this MOA. Students are not employees or agents of Cornell or UNACIFOR for purposes of this MOA.

SECTION 7: INSURANCE

Each party shall maintain its own liability insurance in amounts deemed appropriate for its operations. Such insurance shall provide coverage for negligent acts, errors, or omissions and provide protection against bodily injury or property damage claims. It is expressly understood that each party shall be solely responsible for its own actions and such insurance shall not extend to protect any other party.

Students and others participating in programs contemplated by this MOA will be required to provide proof of adequate health insurance valid in the host country and acceptable to the host institution.

SECTION 8: CONDUCT

Exchange faculty and students must abide by the laws of the host country affecting foreign nationals, and by the rules and regulations of the host university.

Neither party hereto shall disclose or use any confidential information relating to the other party to which it, its employees, or agents may be or have become privy as a result of any program or activity engaged in pursuant to this MOA, except to those individuals and who are directly participating in such program or activity and who need to know in order to carry out its terms or the terms of this MOA.

SECTION 9: USE OF NAME

Any use of the name Cornell University or UNACIFOR, including any of each’s constituent colleges, units, programs, or related logos in advertisements, publications or notices relating in any way to the activities described in this MOA shall be subject to prior written approval by the other party.

SECTION 10: NON-ASSIGNMENT

Neither party to this MOA shall have the right to assign any duty or responsibility arising hereunder without the written consent of the other party.

SECTION 11: RELATIONSHIP OF PARTIES

This MOA shall not be construed to create a relationship of partners, employer/employee, servants, fiduciaries, or agents as between parties. The parties to this MOA are acting as independent contractors with respect to one another.

SECTION 12: MEMORANDUM OF AGREEMENT COORDINATOR

The below named individuals are representatives of the respective parties responsible for the development and coordination of the specific activities contemplated by this MOA. All notices or communications hereunder should be directed to the below named persons unless another addressee is hereinafter designated by written notice.

For Cornell University

Name: Osvel Hinojosa Huerta
Title: Director, Coastal Solutions Fellows Program
Email: omh28@cornell.edu

For Universidad Nacional de Ciencias Forestales

Name: Dr. Emilio Esbeih-Castellanos
Title: President of UNACIFOR (Rector de la Universidad de Ciencias Forestales)
Email: e.esbeih@unacifor.edu.hn

SECTION 13: APPLICATION OF LAW

This MOA and any Project Agreement shall be governed and construed under the laws of the State of New York, United States of America, without regard to its principles of conflicts of law. The parties will consult with each other in good faith and attempt to resolve disputes or misunderstandings that arise in the administration of this MOA or any Project Agreement informally. In the event that informal attempts at resolution are not successful, the parties agree that all claims or actions, related to, or arising out of, activities described in this MOA or any Project Agreement shall be brought only in the courts of the State of New York or the United States having jurisdiction in Tompkins County, State of New York.

SECTION 14: ELEVATED-RISK TRAVEL

When collaborative activities pursuant to an MOA involve Cornell graduate or undergraduate students traveling to a country deemed to be “elevated risk” high-risk by Cornell’s International Travel Advisory and Response Team (“ITART”) and/or the U.S. Department of State and/or Cornell’s vendor for emergency services, such travel requires prior approval from ITART. Should the exchange not be approved, modifications to the originally proposed exchange schedule to address the concerns of ITART will be mutually agreed upon by the parties hereto in writing.

SECTION 15: TERMINATION

This MOA or any Project Agreement can be terminated at any time by either party (a) due to material breach of the other party upon provision of written notice to the breaching party and a reasonable opportunity to cure or (b) for any reason upon **six (6)** months' written notice; in either case all reasonable efforts shall be made to minimize disruption of work under existing Project Agreements.

SECTION 16: EFFECTIVE DATE/TERM

This MOA shall become effective upon signature of all parties and shall expire five (5) years after such date unless a Project Agreement is operating under this MOA, in which case the MOA will be automatically extended until the termination of such Project Agreement, so long as the termination of the Project Agreement is no more than three (3) months beyond the termination date of the MOA. No new Project Agreement shall be undertaken after the original MOA expiration date. This MOA shall be reviewed in its final year and may be extended by mutual written agreement of the parties, subject to any internal review and approval process required by either party.

SECTION 17: LANGUAGE OF EXECUTION

Although all languages are deemed equally authentic, should this MOA be executed in more than one language, the English version shall control in the event of inconsistency in meaning or interpretation of terms. All official notices, communications and proceedings under this MOA shall be delivered and conducted in English.

SECTION 18: DATA PRIVACY & SECURITY

Cornell and UNACIFOR agree that the personal data of participants in activities covered by this MOA and any Project Agreement thereunder must be protected by adequate administrative and technical safeguards. Cornell and UNACIFOR agree that they will comply with applicable data privacy and security laws and regulations and will execute an appropriate Personal Data Processing Agreement (PDPA) or other agreement as might be necessary or appropriate to effectuate those responsibilities.

SECTION 19: COUNTERPARTS; FACSIMILE OR ELECTRONIC SIGNATURES

This MOA may be executed in two or more counterparts. Each such counterpart shall be deemed to be an original, but all of which together shall constitute one and the same document. A signed copy (including any electronic symbol or process attached to) of this Agreement or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or other ancillary agreement for all purposes.

SECTION 20: ENTIRE AGREEMENT/MODIFICATION

This binding MOA constitutes the entire agreement between the parties and may be amended only in writing signed by all parties.

IN WITNESS WHEREOF, the parties hereto have executed this MOA by their duly authorized representatives as of the final date written below.

For Cornell University

Name: Ian Owens

Title: Executive Director, Laboratory of
Ornithology

Signature: _____
Date: _____

For Universidad Nacional de Ciencias Forestales

Name: Dr. Emilio Esbeih-Castellanos

Title: President of UNACIFOR (Rector de
la Universidad de Ciencias
Forestales)

Signature: _____
Date: _____

Signature: 

Email: e.esbeih@unacifor.edu.hn

Signature: 

Email: ipo4@cornell.edu