



HARVARD FRAMEWORK AGREEMENT FOR COOPERATION AND RECIPROCAL ASSISTANCE BETWEEN THE HONDURAN INSTITUTE OF ANTHROPOLOGY AND HISTORY AND HARVARD UNIVERSITY

By and between, **ROLANDO DE JESÚS CANIZALES VIJIL**, acting in my capacity of Manager of the HONDURAN INSTITUTE OF ANTHROPOLOGY AND HISTORY (IHAH), as appointed by the Board of Directors in Minutes Number dated November 6, 2017, hereinafter referred to as **"THE INSTITUTE"** on the one hand, and on the other, **BRYAN O'KEEFE ERICKSON** of legal age, a U.S. citizen, Senior Grants and Contracts Officer, with HUID ID #20726601, and employer's address in Boston, Massachusetts, USA, acting in his capacity as Authorized Representative of **PRESIDENT AND FELLOWS OF HARVARD COLLEGE**, hereinafter referred to as **"THE UNIVERSITY"**, have agreed to enter into and do hereby enter into this Framework Agreement for Cooperation and Reciprocal Assistance, which shall be governed by the following clauses and conditions

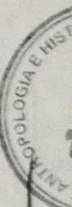
INTRODUCTION

"THE INSTITUTE" and **"THE UNIVERSITY"**, acknowledge the convenience of coordinating and jointly carrying out programs and projects related to the investigation and preservation, research and projection of the Cultural Heritage of Honduras, as well as collaborating in the protection of the same. Accordingly, and in consideration of the foregoing **"THE PARTIES"** hereby enter into this Cooperation and Reciprocal Assistance Agreement, in order to establish cooperation areas and conditions, as well as to establish the method to implement the programs and projects to be determined, through the formalization of "Letters of Execution of the Agreement or Specific Agreement".

JUSTIFICATIONS

"THE INSTITUTE" and **"THE UNIVERSITY"**, without detracting from the scope of their competencies, which are legally theirs, hereby agree to:

1. Coordinate and conduct activities to optimize the use of material and human resources available to them, promoting activities and projects in the areas of research, rescue, protection and promotion of Cultural Heritage as provided in the Law for the Protection of the Cultural Heritage of the Nation (Legislative Decree 220-97) and the Regulations for Archaeological Research in Honduras.



2. **"THE PARTIES"** agree to promote and develop proper coordination as the most effective means to accomplish the proposed goals.

BASIS OF THE AGREEMENT

CLAUSE ONE: The purpose of this Agreement is to establish the legal basis for **"THE PARTIES"** to jointly and harmoniously conduct activities related to the defense, research, preservation, restoration, protection, dissemination and promotion of the Cultural Heritage of Honduras

PURPOSES

CLAUSE TWO: The purposes of this Agreement are as follows:

1. To use the human resources available to both parties to perform the overlapping tasks that, in accordance with the laws and their regulations, are the responsibility of both institutions.
2. To stimulate and promote scientific and cultural activities to advance understanding and defend the Cultural Heritage of Honduras.
3. To coordinate actions for the preservation and promotion of the Cultural Heritage of Honduras.
4. To promote the identification and management of appropriate protection, enhancement and dissemination programs and projects, as well as other cooperation opportunities to protect the Cultural Heritage of Honduras.

RESPONSIBILITIES

CLAUSE THREE: **"THE INSTITUTE"** and **"THE UNIVERSITY"**, undertake to comply with the following statements:

1. **"THE INSTITUTE"** shall designate a supervisor and **"THE UNIVERSITY"** a Project Director, which shall be in line with the research, protection and conservation of the Cultural Heritage of Honduras.
2. The persons designated by both parties shall promote the identification of research, preservation, protection and promotion programs and projects, as well as other cooperation opportunities of mutual benefit.
3. Proposals for programs and projects to be carried out jointly shall be subject to the provisions of the Law for the Protection of the Cultural Heritage of the Nation (Decree 220-97) and the Regulations for Archaeological Research in Honduras.
4. The activities of **"THE INSTITUTE"** and **"THE UNIVERSITY"** in the region of their interest will be governed by the articles of the same Law for the Protection of the Cultural Heritage of the Nation and the Regulations for Archaeological Research.
5. Mechanisms should be established to implement the programs and projects; once the corresponding procedures are completed, implementation letters will be signed between **"THE INSTITUTE"** and the researchers and technicians previously accredited by **"THE UNIVERSITY"**

to implement the programs and projects. **"THE INSTITUTE"** and **"THE UNIVERSITY"** and as the case may be, will draft regulations governing the implementation and supervision of each program or project.

6. Joint programs and projects, approved by **"THE PARTIES"**, shall be executed by qualified personnel, duly certified by their professional credentials, under the supervision of **"THE INSTITUTE"** and **"THE UNIVERSITY"**.
7. Within the limits of each institution, **"THE INSTITUTE"** and **"THE UNIVERSITY"**, shall provide financial support, material and technical advice to develop protection, preservation, enhancement, promotion and dissemination activities in the areas of mutual interest mentioned in the preceding subsection.
8. All archaeological, ethnographic and other materials resulting from the activities performed jointly by **"THE INSTITUTE"** and **"THE UNIVERSITY"** in Honduras will be the property of **"THE INSTITUTE"**, which shall be the keeper of the materials.
9. **"THE PARTIES"** shall coordinate the export permit procedures for the samples according to the established protocols and shall report the results of the analyses to the competent authority within the established deadline. **"THE PARTIES"** agree to comply with all laws and regulations of export and import from the United States of America and Honduras and, expressly agree not to export, re-export, or import material or samples under this agreement or any legal instrument direct product thereof, in violation of said laws or regulations.
10. The documentation resulting from the research shall be owned by both institutions, each of which undertakes to provide the information to third parties subject to prior notice to **"THE INSTITUTE"**, unless the results can be published and shared as indicated in section 11 below and with the exception of those publications arising from one-sided interpretations of the archaeologists and/or technicians involved, and not from the results of the research as such.
11. **"THE INSTITUTE"** reserves the right to publish in Spanish any publication resulting from the research as stipulated in Publications Regulations of **"THE INSTITUTE"**. Except in cases of joint publications between the two institutions. In this as in any other publication resulting from the research programs executed under the terms of this agreement, the participation of **"THE INSTITUTE"** and **"THE UNIVERSITY"**, will be expressly acknowledged, except for those publications arising from one-sided interpretations of the archaeologists and/or technicians involved, and not from the results of the research as such.

11a. Each of **"THE PARTIES"** shall have the right to publish the results of the research. The publishing Party will draft and provide the other Party with a copy of the manuscript disclosing the results at least thirty (30) days prior to its submission for publication, to allow the other Party to comment on and review the manuscript. In the initial publication of the results, the authorship of the corresponding researchers of both **"THE UNIVERSITY"** and **"THE INSTITUTE"** will be acknowledged, according to the traditional system of



establishing authorship and order of authorship established by the lead researchers.

11b. THE PARTIES The Parties shall not use the name, badge, logo, trademark, trade name or any other term or identifying mark of the other Party in any advertising, promotion or sales literature, including without limitation, in any communication of press, without the prior written approval of the other Party. Notwithstanding the foregoing, it is understood and agreed that each Party may disclose the existence and nature of the collaboration, including in scientific publications.

11c. Following a publication of the Results of the research conducted pursuant to this Agreement that is made in accordance with this Section 11 and notwithstanding anything to the contrary set forth in this Agreement, each Party agrees to make data, software, and tangible research materials that are integral to the publication available to other academic and nonprofit scientists for research purposes on reasonable terms (supplies permitting); provided, however, that the obligations set forth in this sentence shall not apply with respect to: (i) data, software, or tangible research materials that can readily be generated without restriction on use for research purposes by other scientists from information provided in the publication or (ii) data, software, or tangible research materials that can be obtained from third parties on reasonable terms.

12. **"THE INSTITUTE"** and **"THE UNIVERSITY"** will sign minutes of commitment with the research and technical support personnel participating in joint activities, before undertaking responsibilities within the framework of the projects supported by this reciprocal assistance agreement.
13. Upon submission of an application with all the necessary documentation, **THE INSTITUTE** shall issue to the researchers of **THE UNIVERSITY** a credential that identifies them as an ad-honorem associate of the IHAH Heritage Sub-Directorate.
14. This Agreement may not be terminated as long as it covers a program contract or specific project that is under execution.
15. **"THE PARTIES"** shall exclusively and finally resolve any and all disputes between them arising out of or in connection with this agreement (each a "Dispute") through direct negotiations and then arbitration. If a Dispute arises, a Party seeking to initiate the dispute resolution process must give notice to the other Party setting out, in writing and in detail, the issues in Dispute and the total value of any and all claims being asserted. **"THE PARTIES"** shall attempt to resolve the Dispute through direct negotiations. If **"THE PARTIES"** fail for any reason to resolve the Dispute by direct negotiations within thirty (30) days of initiation of the dispute resolution process, or such other time period as mutually agreed upon by **"THE PARTIES"**, then the Dispute shall be finally resolved by binding arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce ("ICC") before an arbitral tribunal consisting of one arbitrator. The place of arbitration shall be Boston, Massachusetts and the language of the arbitration shall be English. The arbitral tribunal's award shall be final and binding and enforceable in any court of competent jurisdiction. The subject matter, proceedings and award in any arbitration shall be kept confidential by **"THE PARTIES"** and shall

not be publicly disclosed except as necessary in any judicial proceedings, including to enforce or challenge an award, or as otherwise required by law or by any governmental authority.

16. Todas 16. Any notices to be given hereunder shall be sufficient if signed by the Party giving same and delivered in one of the following manners: (a) hand delivery; (b) certified mail, return receipt requested; (c) expedited delivery via a nationally recognized courier service; or (d) fax if the sender retains evidence of successful transmission and if the sender promptly sends the original by ordinary mail, in any event to the following addresses.

"THE INSTITUTE":

ROLANDO DE JESÚS CANIZALES VIJIL

Manager Honduran Institute of Anthropology and History

Villa Roy

Tegucigalpa, Honduras

Office: _____

Fax: _____

E-mail: secretariageneralihahhn@gmail.com; rcanizalesvijil@gmail.com

"THE UNIVERSITY":

Bryan O'Keefe Erickson, Senior Grants and Contracts Officer

Harvard Medical School

Office of Research Administration (ORA)

1635 Tremont Street, Boston, MA 02120

Office: (617) 432-1632

Fax: (617) 432-2651

E-mail: SPAContracts@hms.harvard.edu

Any communication sent by certified mail shall be followed by an email to ensure receipt. By such notice, either Party may change its address for future notices. Notices mailed shall be deemed given on the date postmarked on the envelope. Notices sent by expedited delivery shall be deemed given on the date received by the courier, as indicated on the shipping manifest or waybill. Notices sent by fax shall be deemed given on the date faxed.

17. Modification or waiver of this Agreement or of any covenant, condition or limitation herein contained shall be valid unless in writing and executed by duly-authorized representatives of **"THE PARTIES"**. A failure by a Party to assert its rights under, including upon any breach or default of, this Agreement shall not be deemed a waiver of such rights. No such failure or waiver in writing by either Party with respect to any rights shall extend to or affect any subsequent breach or impair any right consequent thereon.
18. If any provision of this Agreement is or becomes invalid or is ruled invalid by any court of competent jurisdiction or is deemed unenforceable, it is the intention of **"THE PARTIES"** that the remainder of this Agreement shall not be affected.
19. This Agreement shall be binding upon and inure to the benefit of the respective successors and

assigns of "THE PARTIES" hereto; provided, however that neither Party may assign any of its rights or obligations under this Agreement to any other person or entity without the prior written consent of the other.

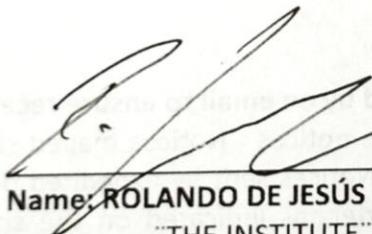
20. This Agreement is the sole agreement with respect to the subject matter hereof and supersedes all other agreements and understandings between "THE PARTIES" with respect to the same.

GENERAL PROVISIONS

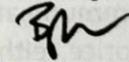
1. This Agreement shall have a term of five (5) years from the date of signature and may be extended or modified by mutual agreement of "THE PARTIES". This Agreement may be terminated for breach of any of the aforementioned clauses "THE PARTIES" before the expiration date, with, before the expiration date, with sixty (60) days' prior notice.
2. This Agreement embodies the entire and complete agreement between "THE PARTIES" with respect to the subjects covered hereunder. No amendment will be effective unless made in writing and signed by "THE PARTIES", in which case such amendments shall be binding upon them. Any and all amendments to this agreement will survive in English, with English copies serving as the official record(s).
3. In witness whereof and in agreement with all the clauses herein, two (2) counterparts in English are hereby signed as official copy.

In the city of Tegucigalpa, Central District
Municipality, on the 24 (th)
days of the month of February of the year
Two Thousand Twenty-Three (2023)

In the city of Boston, state of Massachusetts,
United States on the 23 (rd) days of the
month of February of the year
Two Thousand Twenty-Three (2023)


Name: **ROLANDO DE JESÚS CANIZALES VIJIL**
"THE INSTITUTE"


DocuSigned by:



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BRYAN O'KEEFE ERICKSON
"THE UNIVERSITY"

Certificate Of Completion

Envelope Id: A4D040E755004A5DBF1314B6A41E0C03	Status: Completed
Subject: Complete with DocuSign: IHAH_HMS_ConvenioMarco_FINAL English.pdf	
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Document Pages: 6	Signatures: 1
Certificate Pages: 1	Initials: 0
AutoNav: Disabled	
Envelope Stamping: Disabled	Envelope Originator:
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	Bryan O'Keefe Erickson
	25 Shattuck Street
	Gordon Hall, Suite 509
	Boston, MA 02115-6027
	bryan_erickson@hms.harvard.edu
	IP Address: 24.62.41.161

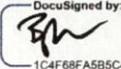
Record Tracking

Status: Original	Holder: Bryan O'Keefe Erickson	Location: DocuSign
2/23/2023 2:48:19 PM	bryan_erickson@hms.harvard.edu	

Signer Events

Bryan O'Keefe Erickson
 bryan_erickson@hms.harvard.edu
 Senior Grants and Contracts Officer
 President and Fellows of Harvard College o/b/o
 Harvard Medical School
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Signature

DocuSigned by:

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 Using IP Address: 24.62.41.161

Timestamp

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 Freeform Signing

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

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Agent Delivery Events

Status

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Intermediary Delivery Events

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Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

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Completed	Security Checked	2/23/2023 2:51:10 PM

Payment Events

Status

Timestamps