



MACRO AGREEMENT OF RECIPROCAL ASSISTANCE AND COOPERATION BETWEEN THE HONDURAN INSTITUTE OF ANTHROPOLOGY AND HISTORY (IHAH) AND THE CURATORS OF THE UNIVERSITY OF MISSOURI

We, Rolando de Jesús Canizales Vijil, adult, Doctor in History, Honduran, with ID card number 1807-1984-02375 and resident of the city of Tegucigalpa, Department of Francisco Morazan, acting in my capacity as Director and Legal Representative of the Honduran Institute of Anthropology and History (IHAH), in accordance with my appointment as stipulated in Act number 01-2022, dated April 7, 2022, henceforth known as "THE INSTITUTE" on the one hand, and on the other The Curators of the University of Missouri, a public corporation organized under the laws of the State of Missouri and acting through its university constituent, University of Missouri-Columbia, henceforth known as THE UNIVERSITY, have agreed, as in effect we agree to the present Macro Agreement of Reciprocal Assistance and Cooperation between THE INSTITUTE and THE UNIVERSITY, according to the following conditions:

INTRODUCTION

THE INSTITUTE and THE UNIVERSITY recognize the convenience of coordinating and carrying out joint programs and projects related to the study, research, conservation, research, and promotion of the Cultural Patrimony of Honduras in general. Therefore, mindful of the expressed above, both parties sign the present Macro Agreement of Reciprocal Assistance and Cooperation with the goal of establishing the areas and conditions of assistance, as well as the manner in which to execute programs and projects to be determined through the formalization of notes and passage of this agreement, denominated "Letters of Execution" or Associate Research Contracts.

JUSTIFICATIONS

THE INSTITUTE and THE UNIVERSITY, without detriment to their corresponding legal limits, agree to:

- Coordinate and carry out activities to achieve the optimal utilization of the material and human resources they have at their disposition, promoting activities and projects in the areas of research, rescue, protection, and promotion of Cultural Patrimonio following what is established in the Law for the Protection of the Cultural Patrimony of the Nation (Legislative Decree 220-97) and the Regulations for Archaeological Research in Honduras.
- 2. Both parties recognize the necessity of adequate coordination as an effective means by which to achieve the proposed goals.

BASIS OF THE AGREEMENT

FIRST CLAUSE: The present agreement has the finality of establishing the legal basis through which the contracting parties in collaborative and harmonious form carry out activities related to the defense, investigation, conservation, restoration, protection, and promotion of the Cultural Patrimony of Honduras.

OBJETIVES

SECOND CLAUSE: The objectives of this agreement are as follows:

- Take advantage of the human resources at the disposal of both parties to carry out the coincident tasks that, in accordance with laws and regulations, correspond to both institutions.
- Stimulate and promote scientific and cultural activities that favor the discovery and defense of the Cultural Patrimony of Honduras.
- 3. Coordinate actions for the conservation and promotion of the Cultural Patrimony of

Honduras.

4. Promote the identification and management of programs and projects appropriate for the protection, promotion, outreach, as well as other opportunities of cooperation for the protection of the Cultural Patrimony of Honduras.

RESPONSIBILITIES

THIRD CLAUSE: THE INSTITUTE and THE UNIVERSITY assume the fulfillment of the following statements:

- THE INSTITUTE will designate a supervisor and THE UNIVERSITY a Project Director, in accordance with the research, protection, and conservation of the Cultural Patrimony of Honduras.
- The persons designated by both parties will promote the identification of programs and projects for the research, conservation, protection and promotion, as well as other opportunities of mutually beneficial collaboration.
- Proposals for programs and projects that will be carried out jointly will be subject to the
 dispositions of the Law for the Protection of the Cultural Patrimony of the Nation (Legislative
 Decree 220-97) and the Regulations for Archaeological Research in Honduras.
- 4. The activities of **THE INSTITUTE** and **THE UNIVERSITY** in their region of interest will be governed by the clauses of the same Law for the Protection of the Cultural Patrimony of the Nation and the Regulations for Archaeological Research in Honduras.
- 5. Mechanisms will be established to carry out programs and projects; once the corresponding procedures have been completed, letters of execution between THE INSTITUTE and researchers and technicians previously accredited by THE UNIVERSITY will be signed to carry out programs and projects by THE INSTITUTE and THE UNIVERSITY and according to the circumstances, regulations for the execution and supervision of each program and project will be developed
- Joint programs and projects, approved by both parties, will be carried out by qualified
 personnel, properly endorsed 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, will provide financial and material support and technical assistance in the preparation of activities for protection, conservation, promotion, and dissemination in the areas of mutual interest enunciated in the preceding numbered line.
- 8. All of the archaeological, ethnographic and related materials resulting from activities carried out jointly by THE INSTITUTE and THE UNIVERSITY in Honduras will be the property of THE INSTITUTE, which will be the custodian of these materials.
- 9. Documentation resulting from this research will be the property of both institutions, which commit to make the information available to third parties only with the consent of THE INSTITUTE. This with the exception of publications generated by unilateral interpretations on behalf of Archaeologists and/or Technicians in reference to and not properly of the results of the research.
- 10. THE INSTITUTE reserves the right to the Spanish edition of any publication resulting from this research as is stipulated in the Publication Regulation of THE INSTITUTE. Except in the case of joint publication by both institutions. In these as in any publication resulting from the research programs completed under the terms of this agreement, the participation of THE INSTITUTE and THE UNIVERSITY will be explicitly recognized. This with the exception of publications generated by unilateral interpretations on behalf of Archaeologists and/or Technicians in reference to and not properly of the results of the research.
- 11. THE INSTITUTE and THE UNIVERSITY will sign contracts/letters of agreement with all support personnel and technicians who participate in joint activities before they take on responsibilities within the bounds of the projects endorsed by this Agreement of Reciprocal Assistance.
- 12. Upon presentation of a request and the necessary documentation, THE INSTITUTE will issue to researchers from THE UNIVERSITY a credential that identifies them as ad-honorem associates of the Sub-Directorate of Patrimony of THE INSTITUTE.

- The present agreement will have a duration of FIVE (5) years, starting on the date in which it
 is signed, which may be extended upon written agreement by both parties. This agreement can
 be rescinded due to the violation of any part of any of the aforementioned clauses, with prior
 notification of sixty (60) days.
- This agreement cannot be rescinded as long as it enshrines a contract for a specific program or project that is in progress.
- 3. In good faith of the above we subscribe the present Agreement of Reciprocal Assistance:

In the city of Tegucigalpa, Municipality of the Central District on the 24th day of the month of January in the year two thousand twenty three (2023). In the city of Columbia, State of Missouri, on the 8thth day of the month of February of the year two thousand twenty three (2023).

ROLANDO DE JESÚS CANIZALES VIJIL THE INSTITUTE

THE CURATORS OF THE UNIVERSITY OF MISSOURI

THE UNIVERSITY

Craig David Digitally signed by Craig David Date: 2022.11.01 17:07:01

Craig David, Director Sponsored Programs Administration Jeremiah Lotven Pre-Award Manager, SPA Authorized Signer - Grants and Contracts