



**AGREEMENT OF COOPERATION AND RECIPROCAL ASSISTANCE BETWEEN  
THE HONDURAN INSTITUTE OF ANTHROPOLOGY AND HISTORY (IHAI)  
AND THE REGENTS OF THE UNIVERSITY OF NEW MEXICO.**

We, **ROLANDO DE JESÚS CANIZALES VIJIL**, Adult, [REDACTED], Honduran, with Doctorate in History, with National ID Number [REDACTED] who resides in the city of Tegucigalpa, Central District, acting in my capacity as Director and Legal Representative of the Honduran Institute of Anthropology and History (IHAI), in accordance with my appointment by the Board of Directors as stipulated in Act Number 01-2022 on the day of April 7, 2022, who will henceforth be known as "**THE INSTITUTE**" and for the other part, **JAMES PAUL HOLLOWAY**, professor of Nuclear Engineering, a United States citizen, currently residing in Albuquerque, New Mexico, U.S.A., acting in my capacity as Provost and Executive Vice President for Academic Affairs for The University of New Mexico, through its Museum Studies Program, in Albuquerque, New Mexico, United States of America, who hereafter will be called "**THE UNIVERSITY**", have agreed to enter into and ratify the present **AGREEMENT OF COOPERATION AND RECIPROCAL ASSISTANCE BETWEEN "THE INSTITUTE" and "THE UNIVERSITY"** which shall be governed by the following conditions and clauses:

**WHEREAS (1):** That Articles 172 and 173 of the Constitution of the Republic of Honduras literally establish: "**Article 172.** All anthropological, archaeological, historical and artistic wealth of Honduras is part of the nation's cultural heritage. The Law will establish the rules that will serve as the basis for its conservation, restoration, maintenance and restitution, if applicable. It is the duty of all Hondurans to ensure its conservation and prevent its theft. Sites of cultural heritage, monuments and reserved areas will be under the protection of the State. **Article 173.** The State will preserve and promote native cultures, as well as genuine expressions of national folklore, artistic works, and handicrafts."

**WHEREAS (2):** That the Honduran Institute of Anthropology and History (IHAI) was created by Executive Agreement No. 245, dated July 22, 1952, as an institution with scientific purpose, created with the objective of guiding, planning, and executing the work required for the protection and study of the Nation's Cultural Treasure.

**WHEREAS (3):** That "**THE INSTITUTE**" is an autonomous institution, with legal status and its own assets, which will be of indefinite duration, with the purpose of protection, exploration, conservation, restoration, repair, recovery and enhancement and scientific research of the nation's archaeological, anthropological, historical, and artistic treasures, as well as places of traditional character and natural beauty.

**WHEREAS (4):** That through Legislative Decree 220-97, the National Congress issues the Law for the Protection of the Nation's Cultural Heritage, which in its Article 1, literally establishes: "**ARTICLE 1.** The purpose of this Law is the defense, conservation, vindication, rescue, restoration, protection, investigation, disclosure, enhancement and transmission to future generations of the assets that constitute the Cultural Heritage of the Nation throughout the national territory and in jurisdictional waters."

**WHEREAS (5):** That "**THE UNIVERSITY**" is confirmed as a state educational institution under Article XII, Section 11 of the New Mexico Constitution. II. That its representative is empowered



to enter into this type of contract, as established in NMSA 1978, Section 21-7-4, which states that the regents of the university and their successors in office shall constitute a body corporate with the right of contracting and being contracted with. IV. That designates as responsible for the execution of this agreement the holder of the Executive Director of Global Education Initiatives.

**WHEREAS (6):** That "THE UNIVERSITY" serves as the state's premier institution of higher learning and provider of health care by promoting discovery, generating intellectual and cultural contributions, honoring academic values, and serving our community by building an educated, healthy, and economically vigorous New Mexico.

**WHEREAS (7):** That "THE UNIVERSITY" be a global leader in realizing human potential, addressing critical community challenges, and demonstrating the power of inclusive diversity.

**WHEREAS (8):** That in the use of the legal powers to sign agreements that both institutions and their representatives have, we agree to sign this **Agreement for Cooperation and Mutual Assistance**, which will be governed in accordance with the following Clauses:

**FIRST CLAUSE. PURPOSE:** "THE INSTITUTE" and "THE UNIVERSITY" recognize the advisability of jointly coordinating and carrying out programs and projects related to research and conservation, research and projection of the Cultural Heritage of Honduras, as well as collaborating in its protection. Consequently and in acknowledgment of this, the aforementioned parties sign this **Agreement for Cooperation and Reciprocal Assistance**, in order to establish the areas and conditions of assistance, as well as the manner to carry out the programs and projects that they determine, through the formalization of "Associated Research Contracts" with the Director and/or Project Manager, which will follow all the processes in accordance with the Law addressing the commitments accepted by both parties.

**SECOND CLAUSE. JUSTIFICATION:** "THE INSTITUTE" and "THE UNIVERSITY", without prejudice to the sphere of competences that legally correspond to them, agree to coordinate and carry out activities to achieve the optimal use of material and human resources available to them, promoting the activities and projects that proceed in accordance with the Law for the Protection of the Cultural Heritage of the Nation, Decree 220-97 and the Regulations for Archaeological Research in Honduras, Agreement No. 001-2006, to the extent applicable. Likewise, they agree to promote and develop adequate coordination as an effective means of achieving the best outcomes for the proposed goals.

**THIRD CLAUSE. BASES OF THE AGREEMENT:** The purpose of this **Agreement** is to establish the legal bases for the parties to jointly and harmoniously carry out activities related to the defense, investigation, conservation, restoration, protection, dissemination and promotion of the Cultural Heritage of Honduras.

**FOURTH CLAUSE. OBJECTIVES:** The objectives of this **Agreement** are the following:

1. Leverage the human resources available to both parties to address work that, according to the respective laws and regulations, are the responsibility of both institutions.
2. Stimulate and promote scientific and cultural activities that increase knowledge and defense of the Cultural Heritage of Honduras.





3. Coordinate in actions for the conservation and promotion of the Cultural Heritage of Honduras.
4. Support the identification and management of appropriate programs and projects aiding the protection, enhancement, and dissemination for the protection of the Cultural Heritage of Honduras, as well as support other opportunities for cooperation in these efforts.

**FIFTH CLAUSE. RESPONSIBILITIES: "THE INSTITUTE" and "THE UNIVERSITY"**

Seeking to stimulate and promote scientific and cultural activities supporting knowledge and defense of the Cultural Heritage of Honduras, the parties agree with the following statements:

1. "THE INSTITUTE" will designate a supervisor and "THE UNIVERSITY" a Project Director, Dr. Loa Traxler, Director of Museum Studies and Associate Professor of Anthropology, in accordance with the investigation, protection and conservation of the Cultural Heritage of Honduras.
2. The coordinators designated by both parties will promote the identification of programs and projects for research, conservation, protection and promotion as well as other mutually beneficial cooperation opportunities.
3. The proposals for programs and projects that are carried out jointly will be subject to any applicable law of the United States or UNIVERSITY Policy, or the provisions of the Law for the Protection of the Cultural Patrimony of the Nation (Decree 220-97) and the Regulation for Archaeological Research in Honduras, Agreement No. 001- 2006.
4. The activities of "THE INSTITUTE" and "THE UNIVERSITY" in the region of interest will be governed, to the extent possible, by the articles of the same Law for the Protection of the Cultural Heritage of the Nation and the Regulation for Archaeological Research in Honduras, Agreement No. 001-2006.
5. Mechanisms will be established for the execution of the programs and projects; once these corresponding procedures have been established, an Associated Research Contract will be signed between "THE INSTITUTE" and the researchers and technicians previously accredited by "THE UNIVERSITY" for the execution of the programs and projects; "THE INSTITUTE" and "THE UNIVERSITY", as the case may be, will prepare regulations for execution and supervision of the program or project.
6. The joint programs and projects, approved by both institutions, will be carried out by qualified personnel, duly 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 academic and professional support in the preparation of activities related to the protection, conservation, enhancement, promotion and dissemination related to the areas of mutual interest stated in the previous numeral.
8. All archaeological, ethnographic and related material resulting from the 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 the materials.
9. The documentation resulting from the investigations will be the property of both institutions, which undertake to provide the information to third parties only with the consent of "THE INSTITUTE".
10. "THE INSTITUTE" reserves the right to publish in Spanish any publication resulting from the investigations, except in cases where joint publications are made between the two institutions. In this, as in any other publication resulting from the research programs carried out under the terms of this agreement, the participation of "THE INSTITUTE" and "THE UNIVERSITY" will be



expressly recognized. – Exception to this pertains to those publications that are generated by unilateral interpretations of the Archaeologists and/or Technicians in reference to and not presenting the results of the investigation.

11. **"THE INSTITUTE"** and **"THE UNIVERSITY"** will sign statements of commitment with the support staff of researchers and technicians who participate in joint activities, before assuming responsibilities within the framework of the projects endorsed by this **Cooperation and Reciprocal Assistance Agreement**.

12. Upon submitting a request with all the necessary documentation, **"THE INSTITUTE"** will issue to the researchers of **"THE UNIVERSITY"** a credential that identifies them as an associate of the Subdepartment of Patrimony for **"THE INSTITUTE"**.

**SIXTH CLAUSE. GENERAL DISPOSITION:**

1. This agreement will have a duration of five (5) years, and may be extended by mutual agreement of the parties. This agreement may be terminated before the expiration date for breach of any of the aforementioned clauses, following notice of sixty (60) days.
2. This Agreement may not be terminated while it covers an Associated Research Contract for a specific program or project that is being carried out or pending.

**SEVENTH CLAUSE. ACCEPTANCE:** The parties state that they accept the content of this **Agreement for Mutual Cooperation and Assistance** in each of the clauses and they undertake to comply with it in all its extent and faithful interpretation.

In witness whereof and for the record, we sign this Agreement, in two (2) original copies of identical content and value: One for the administrative file of **"THE INSTITUTE"** and the other for **"THE UNIVERSITY"** given at:

In the city of Tegucigalpa, Central  
District, on the \_\_\_\_ day of July,  
2023.

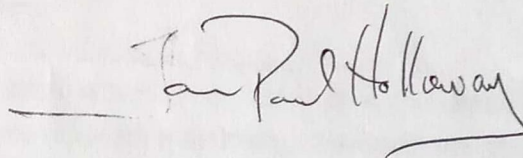
In the city of Albuquerque, New  
Mexico, USA, on the 14th day of July,  
2023.

FOR **"THE INSTITUTE"**

FOR **"THE UNIVERSITY"**



**ROLANDO DE JESÚS CANIZALES VILLAL**  
GERENTE DEL INSTITUTO  
HONDUREÑO DE ANTROPOLOGÍA E  
HISTORIA.



**JAMES PAUL HOLLOWAY**  
RECTOR Y VICEPRESIDENTE EJECUTIVO  
DE ASUNTOS ACADÉMICOS.