

MEMORANDUM OF UNDERSTANDING

BETWEEN
INTERNATIONAL YOUTH FELLOWSHIP (IYF)
AND
UNIVERSIDAD NACIONAL DE CIENCIAS FORESTALES (UNACIFOR)

1. WHEREAS

This *Memorandum of Understanding* (hereinafter referred to as “MOU”) is made and entered into by and between *International Youth Fellowship* (hereinafter referred to as “IYF”), whose address is 100-15, Nambusunhwan-ro 342-gil, Seocho-gu, Seoul, Republic of Korea, and *Universidad Nacional de Ciencias Forestales* (hereinafter referred to as “UNACIFOR”), whose address is Colonia Las Américas, Blvd. Francisco Morazán, Siguatepeque, Comayagua, Honduras.

IYF and *UNACIFOR* shall be referred to collectively as the “Parties” as the case may be.

IYF is a Christian-based global youth initiative, an international non-profit youth organization. IYF is dedicated to the spiritual, intellectual, and emotional growth of young people around the world.

UNACIFOR is an institution of Higher Education of the Honduran State, specialized on training professionals in the following careers: University Technician in Dasonomy; Engineering in Forestry Sciences, Engineering in Renewable Energy and Engineering in Industry and Business of Wood; Master’s Degree in Environmental Structures and Master’s Degree in Renewable Energies.

That in compliance with articles No. 12 and No. 17 literal (ch) of the Higher Education Law, Article No. 14 of the General Regulations of the Higher Education Law, article No. 56 of the Academic Standards of Higher Education and Agreement No. 3219-300-2016 of Act No. 30. 3016 of Act No. 30. 0 of the Council of Higher Education of March 18, 2016, the change of institutional status of the National School of Forestry Sciences ESNACIFOR to National University of Forestry Sciences UNACIFOR is approved.

That UNACIFOR has legal personality and its own heritage, is governed by the Higher Education Act and its regulations, the Statute, internal regulations and other laws governing education at the higher level.

That UNACIFOR is a higher education institution of the Honduran State, specialized, autonomous and non-profit, for the public service, dedicated to the training of professionals from the forestry, environmental and related sciences in its broadest conception, at the highest level of academic, scientific and research, linked to society, forming leaders in the sustainable management of forest, environmental and renewable energy resources, with the ethical and moral values demanded by society.

Ms C. Gabriela Alejandra Morales Cartagena, External Cooperation Director, Vicerectory of International Relations, Cellphone: +504 9702-8143, Office: +504 2720 2300 Ext. 105, g.morales@unacifor.edu.hn.

2. PURPOSE

The purpose of this MOU is to establish a mutual cooperation between both parties. Furthermore, this MOU is aimed to facilitate professional training and education to foster and nurture the youth who are the leaders of next generation.

3. OBJECTIVES

3.1 Both Party - Contribution to Partnership

- i.) Both party should nominate a responsible officer who will be in charge of all communication, collaboration and relevant action concerning contribution under this MOU.
- ii.) Both party will have student exchange, internship and training.
- iii.) Both party will have faculty and staff exchange program.
- iv.) Both party will exchange or share academic material and other information.

3.2 The College - Contribution to Partnership

- i.) The college will mobilize the youth for IYF activities.
- ii.) The college will partake in promoting IYF and its activities.
- iii.) The college will provide IYF with desired platform and facilities that will accommodate the activities of IYF.
- iv.) The college will allow IYF to give mind-set education or lecture at the college gatherings such as freshmen orientation and graduation ceremony.

3.3 IYF - Contribution to Partnership

- i.) IYF will assist the activities that are hosted by *The College*.
- ii.) IYF will mobilize cultural performance teams, teachers for educational programs and volunteers to assist the activities.
- iii.) IYF will educate the youth through educational programs under the name of academies, such as Korean class, Taekwondo class, dance class, mind lecture and etc.
- iv.) IYF will host major youth events in the college with diverse youth programs, special guest lecture and mind lecture, such as World Cultural Camp, Culture, Volunteer Workshop and more.

4. NON-LEGAL BINDING CLAUSE

This MOU is not a contract. This MOU serves only to state the general intention of the parties and is not intended to be legally binding nor to cause any legal dispute regarding the MOU.

5. GENERAL PROVISIONS

5.1 Implementation of MOU

- i.) The college will assign a university representative to implement the MOU.
- ii.) IYF will assign the Chairman of IYF to implement the MOU.

5.2 Settling Disputes or Disagreements

- i.) Any dispute arising out of the interpretation, application and/or implementation of this MOU shall be settled amicably through consultations and negotiations between parties.
- ii.) With this aim each party will appoint one arbitrator and selected members shall appoint a third arbitrator immediately after they are themselves appointed.
- iii.) The parties agree to consider the board's decision as binding and final, so that it cannot be contested, and they also agree to consider this dispute resolution as a condition for any eventual judicial procedure.
- iv.) The arbitrators will act without receiving fees. In case the appointed arbitrators should ask for payment, each party will assume the cost of its own arbitrator, while any additional cost for the process, as well as any fees owing to the Chairman arbitrator, will be equally shared among the parties.

5.3 Amendment to the Agreement

- i.) This Memorandum of Understanding may be amended by both parties in writing.
- ii.) Once approved by both parties, amendment will become part of this MOU.

5.4 Termination

- i.) This agreement can be terminated for the following reasons:
 - a) Attainment of the expiry date.
 - b) Serious breach of MOU by one of the parties.
 - c) Serious and demonstrated external factors leading to termination of this agreement.
- ii.) In cases b) and c) above each party will send a written communication addressed to the other party with at least (30) days' notice.
- iii.) In any case, before the expiry of the agreement, each party will continue its own activities until their completion as established by the present agreement.

5.5 Entry into force

This agreement shall enter into force on the date of its signature and shall remain in force for a period of five (5) years. It shall be automatically renewed for similar period unless either party notifies the other with consent in writing within six (6) months prior to the expiry date.

5.6 Signatures

In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

6. ADDITIONAL STATEMENT/AGREEMENT

- i.) _____

- ii.) _____

- iii.) _____

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For and on behalf of
IYF:

M. T. Park
Moon Taek Park
Chairman

Date July 10th 2019

For and on behalf of
UNACIFOR:

Emilio Esbeih
Emilio Gabriel Esbeih Castellanos
Rector

Date 9/ Julio /2019