

MEMORANDUM OF UNDERSTANDING

BETWEEN
UNIVERSIDAD NACIONAL DE CIENCIAS FORESTALES (UNACIFOR)
AND
UNIVERSIDAD TECNOLÓGICA INTERCONTINENTAL (UTIC)

1. WHEREAS

This *Memorandum of Understanding* (hereinafter referred to as “MOU”) is made and entered into by and between *Universidad Nacional de Ciencias Forestales* (hereinafter referred to as “UNACIFOR”), whose address is Colonia Las Américas, Blvd. Francisco Morazán, Siguatepeque, Comayagua, Honduras, and *Universidad Tecnológica Intercontinental* (hereinafter referred to as “UTIC”), whose address is Nuestra Señora de la Asuncion N° 1037. Asuncion, Paraguay.

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

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.

UTIC was created in January of 1996, in coherence with the lines of development of education, giving the opportunity to access education to a greater number of interested parties projecting venues to the interior of the country, developing its educational activity through the search, creation, transmission and application of knowledge.

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 College A - Contribution to Partnership

- i.) College A will have exchange programs for students and staff members with College B.
- ii.) College A will exchange or share academic material and other information with College B.
- iii.) College A will maintain a cooperative relationship with College B.
- iv.) College A will work together for collective development with College B

3.2 College B - Contribution to Partnership

- i.) College B will have exchange programs for students and staff members with College A.
- ii.) College B will exchange or share academic material and other information with College A.
- iii.) College B will maintain a cooperative relationship with College A.
- iv.) College B will work together for collective development with College A.

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.

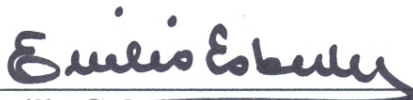
6. ADDITIONAL STATEMENT/AGREEMENT

- i.) _____

- ii.) _____

- iii.) _____

For and on behalf of
UNACIFOR:



~~Emilio Gabriel Esbein Castellanos~~
Rector

For and on behalf of
UTIC:



Simeón Hugo Ferreira González
Rector

Date 9/Julio/2019

Date 10/07/2019