



INSTITUTO HONDUREÑO  
DE ANTHROPOLOGIA E HISTORIA



## AGREEMENT OF COOPERATION AND RECIPROCAL ASSISTANCE BETWEEN THE HONDURAN INSTITUTE OF ANTHROPOLOGY AND HISTORY AND THE REGENTS OF THE UNIVERSITY OF NEW MEXICO

We: **HÉCTOR MANRIQUE PORTILLO MACHUCA**, Adult, Married, Lawyer, Honduran, ID Card Number 0301-1974-01545, who resides in the city of Tegucigalpa, Department of Francisco Morazán, acting in my capacity as Director of the Honduran Institute of Anthropology and History (IHAH), in accordance with my appointment by the Board of Directors as stipulated in Act Number 01-2017, on the day of November 6 of 2017, who will henceforth be known as **“THE INSTITUTE”**, and on the other hand, **CHAOUKI ABDALLAH**, Adult, Engineer, U.S. citizen, Provost and Executive Vice President for Academic Affairs of the University of New Mexico, Albuquerque, New Mexico, USA, acting on behalf of said institution, who will henceforth be known as **“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 clauses and conditions:

### INTRODUCTION

**“THE INSTITUTE”** and **“THE UNIVERSITY”** recognize the desirability of jointly coordinating and implementing programs and projects related to the study, research, conservation, enhancement and promotion of the Cultural Heritage of Honduras in general. In consequence and aware of what was previously expressed, both parties agree to sign the present Agreement of Cooperation and Reciprocal Assistance, with the goal of establishing the areas and conditions of assistance, as well as the manner in which subsequently determined programs and projects will be completed, through the formalization of notes and processes for the execution of this agreement, through what will be referred to as **“Letters of Implementation”**.

### JUSTIFICATIONS

**“THE INSTITUTE”** and **“THE UNIVERSITY”**, without detriment to and acting within the legal limits of their capacities, agree:

1. To coordinate and carry out activities to achieve the optimum utilization of material and human resources at their disposal, promoting the activities and projects in the areas of research, rescue, protection, and promotion of Cultural Heritage in accordance with the provisions of 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. Both parties recognize the need for adequate coordination, as an effective means of reaching the best achievement of the proposed goals.

### **BASIS OF THE AGREEMENT**

**FIRST CLAUSE:** This agreement is intended to establish the legal basis for the contracting parties to jointly and harmoniously carry out activities related to the defense, research, conservation, restoration, protection, dissemination and promotion of the Cultural Heritage of Honduras.

### **OBJECTIVES**

**SECOND CLAUSE:** The objectives of this agreement are the following:

1. To utilize the human resources at the disposal of both parties to carry out the coincident tasks that, in accordance with the laws and regulations, are the responsibility of both institutions.
2. To stimulate and advance the scientific and cultural activities for the sake of knowledge and defense of the Cultural Heritage of Honduras.
3. Coordinate actions for the conservation and promotion of the Cultural Heritage of Honduras.
4. Promote the identification and management of appropriate programs and projects for protection, enhancement, dissemination, as well as other opportunities for cooperation for the protection of the Cultural Heritage of Honduras.

### **RESPONSABILITIES**

**THIRD CLAUSE: "THE INSTITUTE" and "THE UNIVERSITY"** assume responsibility for the following:

1. **"THE INSTITUTE"** will designate a supervisor and **"THE UNIVERSITY"** will designate a Project Director, subject to the research, protection and conservation of the Cultural Heritage of Honduras.
2. The coordinators designated by both parties will promote the identification of programs and research projects, conservation, protection and promotion, as well as other opportunities for mutually beneficial collaboration.
3. Proposals for programs and projects that will be carried out jointly will be subject to the provisions of the Law for the Protection of the Cultural Heritage 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 the region of their interests will be governed by the provisions of the same Law for the Protection of the Cultural Heritage of the Nation and the Regulations for Archaeological Research in Honduras.



5. Mechanisms for the implementation of programs and projects should be established; once the relevant steps are taken, Letters of Implementation shall be signed between **"THE INSTITUTE"** and the researchers and technicians previously accredited by **"THE UNIVERSITY"** for the implementation of programs and projects **"THE INSTITUTE"** and **"THE UNIVERSITY"** will develop in each case, implementing regulations for their completion and supervision.
6. The joint programs and projects, approved by both institutions, will be conducted 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 both **"THE INSTITUTE"** and **"THE UNIVERSITY"** will provide financial support, material and technical assistance in the preparation of activities in the protection, conservation, enhancement, promotion, and dissemination in the areas of mutual interest set forth in the preceding paragraph.
8. All the archaeological and ethnographic materials resulting from the activities carried out jointly by **"THE INSTITUTE"** and **"THE UNIVERSITY"** in Honduras will be the property of **"THE INSTITUTE"**, which shall be the custodian of the materials.
9. The documentation resulting from the research will be the property of both institutions which undertake to provide the information to third parties only with the consent of the IHAH, except for those publications that are generated by unilateral interpretations made by the archaeologists and/or technicians in reference and not properly the results of the research.
10. **"THE INSTITUTE"** reserves the right to the Spanish edition of any publication resulting from the research as is stipulated in the Regulations of Publications of **"THE INSTITUTE"** except in cases where joint publications are carried out between the two institutions. In these 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"** shall be expressly acknowledged, except for those publications that are generated by unilateral interpretations made by the archaeologists and/or technicians in reference and not properly the results of the research.
11. **"THE INSTITUTE"** and **"THE UNIVERSITY"** will sign contracts/letters of agreement with the support staff, researchers and technicians who participate in joint activities before they assume responsibilities within the framework of the projects endorsed by this agreement of reciprocal assistance.
12. Upon presentation of a request and the necessary documentation, **"THE INSTITUTE"** will issue the researchers from **"THE UNIVERSITY"** a credential that identifies them as ad-honorem associates of the *Subgerencia de Patrimonio* of the IHAH.

### GENERAL PROVISIONS

1. The present agreement will have a duration of five (5) years, from the date of its signing, and may be extended by mutual written agreement of the parties. This agreement may be terminated prior to the expiration date for breach of one of the parties of any of the aforementioned clauses, following written notification of sixty (60) days.



2. This agreement may not be terminated as long as it covers a specific program or project contract that is currently in execution.
3. Both institutions declare the following addresses and contact persons for the purposes of the present agreement:

**FOR THE INSTITUTO HONDUREÑO DE ANTROPOLOGIA E HISTORIA:**

Abg. Héctor Manrique Portillo Machuca, Director  
Instituto Hondureño de Antropología e Historia  
Barrio Buenos Aires, Apartado Postal 1518  
Tegucigalpa  
HONDURAS  
E-mail: [hportillomachuca@gmail.com](mailto:hportillomachuca@gmail.com) Tel. 504.222-1468  
<http://www.ihah.hn>

**FOR THE REGENTS OF THE UNIVERSITY OF NEW MEXICO:**

Dr. David A. Philips, Director  
Maxwell Museum of Anthropology  
MSC01 1050 Maxwell Museum  
1 University of New Mexico  
Albuquerque, NM 87131-0001  
U.S.A.  
E-mail: [dap@unm.edu](mailto:dap@unm.edu) Tel. 505-277-9229  
<http://www.unm.edu/~maxwell/>

4. In witness whereof the undersigned have signed this agreement

In the city of Tegucigalpa, Municipality of the Central District on the 24 day of the month of 4 in the year two thousand eighteen (2018).

  
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Abg. HÉCTOR MANRIQUE PORTILLO  
"THE INSTITUTE"



In the city of Albuquerque, State of New Mexico, on the 24 day of the month of 4 in the year two thousand eighteen (2018).

  
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Dr. CHAOUKI ABDALLAH  
"THE UNIVERSITY"