



**Memorandum of Understanding Between  
The Board of Trustees of the University of Alabama for  
The University of Alabama at Birmingham  
And  
The National Autonomous University of Honduras (UNAH)**

On one part, Julieta Castellanos, as Chancellor of the National Autonomous University of Honduras (hereafter UNAH), an entity located in Ciudad Universitaria "Jose Trinidad Reyes," Boulevard Suyapa, Tegucigalpa, M.D.C. of the Republic of Honduras acting as representative of the same, according to the record JDU-013/2013, dated September 20<sup>th</sup>, 2013.

The other part, the Board of Trustees of the University of Alabama for the University of Alabama at Birmingham represented by Linda C. Lucas, PhD as Provost of the University of Alabama at Birmingham (UAB), located at 701 20th Street South, Birmingham, Alabama 35294-0111 USA.

This Agreement was developed between the Board of Trustees of the University of Alabama for UAB through the UAB School of Nursing and UNAH through the School of Nursing at Tegucigalpa, to be responsible for the management and monitoring. The UAB and UNAH constitute the "Parties".

**ARTICLE 1: PURPOSE**

The Parties hereby establish a formal affiliation with the purpose of improving the relationship between them through the promotion and development of collaborative research and academic programs, cultural exchanges and other cooperation and assistance in areas of benefit and mutual interest. The Parties anticipate that such activities may include any or all of the following:

1. Exchange of academic staff and researchers,
2. Exchange of students,
3. Investigations in common and joint academic meetings,
4. Exchange of documents, research materials, publications and information in fields of mutual interest,
5. Jointly develop, organize and host cultural and academic symposiums,
6. Exchange of information, advice and assistance related to areas of mutual interest, including but not limited to, research, obtaining grants and funding, technology transfer and commercialization of research, development of educational and training programs, retention personnel, planning and institutional development and long-range development of the nursing career of both universities,
7. Other academic activities of mutual benefit to the parties, and
8. Joint search for financial support for the development of projects of common interest.

**ARTICLE 2: TERMS AND CONDITIONS OF PROGRAMS AND ACTIVITIES**

**TO BE EVIDENCED IN FUTURE WRITTEN AGREEMENTS**

All programs and future activities shall be subject to the approval of both parties, the availability of appropriate administrative and financial support in accordance with all laws and regulations of each Party's policies. Each program and activity that meets these criteria must be evidenced by written agreement separately executed by each party through a duly authorized representative and shall describe all the terms and conditions related to the program or activity and its implementation, including all financial obligations.



### **ARTICLE 3: EFFECTS OF THIS MAIN AGREEMENT**

This Agreement describes the scope of projects and future relations between the Parties. It is not designed to contain any specific information about the terms and conditions of any program activities and anticipated or intended by the parties and specifically excludes the granting of any benefit, or imposing any obligation, by either Party.

### **ARTICLE 4: EARLY MATURITY AND REPEAL**

This Agreement shall be effective from the date of approval and shall continue for a period of five (5) years. From there, it can be renewed for additional periods prior written consent of both Parties and under terms and conditions agreed by the Parties at the time of renewal.

Either Party may terminate this Agreement at any time, having given at least ninety (90) days prior written notice to the other Party. There shall be no payment of penalty for early repeal of this Agreement.

### **ARTICLE 5: EFFECT OF REPEAL OR EARLY MATURITY**

If the expiration of the initial term or any subsequent renewal, the parties do not agree to renew this Agreement, or if early abrogation, all running programs and activities must be finalized as soon as practicably possible under the terms agreed between the Parties. All separate agreements demonstrating such programs and activities will continue in full effect until the execution and completion of the program or activity in accordance with the terms and conditions agreed between the Parties.

### **ARTICLE 6: TERMS OF FUTURE AGREEMENTS**

Each agreement subsequently submitted by the parties to demonstrate a program and future activity, shall contain sufficient information to fully describe the specific relationship between the Parties in connection with the program or activity information and should fully describe the benefits and obligations of each party. In particular, each of these agreements shall contain at least the following:

1. Each agreement shall specify the term of the program or activity, but must also be related to that program or activity or be cease activities as soon as practically reasonable and as agreed between the Parties in the event that this Agreement expires or ended earlier.
2. Each agreement shall contain provisions substantially similar to those contained in Article 7 of this Agreement. In addition, each agreement must contain an appropriate force majeure clause.
3. Each Party must select its own representative for each program or activity who shall be directly responsible for overseeing the implementation and operation of the program or activity and who shall act as the primary contact regarding the program or activity.
4. The Parties shall review the activities proposed to be made and shall include appropriate provisions concerning the following issues: risk of loss, liability for acts and omissions of its employees, officers, directors, faculty, and students determining the necessary amount of insurance coverage, notifying any events or related activities proposed to be made that could cause a claim against the other Party, and provisions that are dedicated to applicable law, jurisdiction and venue in case any claim is made related to the proposed activities.
5. Parties should recognize that UAB and UNAH are state institutions and cannot waive sovereign immunity conferred by Article 1, Section 14 of the Constitution of Alabama and Chapter 3, Article 15 and 19 of the Constitution of the Republic of Honduras. Consequently, UAB and UNAH cannot agree to be subject to the laws and legal processes of other jurisdiction that isn't from



the State of Alabama and the Republic of Honduras, as appropriate. The exclusive jurisdiction to enforce a claim against UAB is the State Board of Adjustments of Alabama and in the case of Honduras to the respective entities.

**ARTICLE 7: MISCELLANEOUS**

1. This Agreement constitutes the entire understanding between the Parties in relation to this matter and supersedes any prior agreements.
2. This Agreement does not restrict either Party to engage in the same or similar activities with any other party.
3. This Agreement only benefits the Parties and their permitted locations.
4. This Agreement may be amended only by written consent of both Parties.
5. This Agreement may not be assigned (by law enforcement or otherwise) or otherwise transferred by either Party in any form or part without the prior written consent of the other Party.
6. Neither Party shall use the name of the other or any of its officers, employees or agents in connection with any press release, advertising, promotional literature or any other advertising media, without the prior written consent of the other Party. Despite this restriction, each party may use the name of the other Party in general and informative listings unless required by applicable law.
7. Any notice required or permitted under this Agreement shall be delivered in person or by express delivery service, or by the national postal service of each Party and should be sent to the address set forth below the signature each Party, this address may be amended, when required, in accordance with this Agreement. Delivery shall be deemed effective upon receipt, if delivered in person or by an express delivery service or fifteen (15) days when mailed through national post.
8. The Specific Agreements resulting from this Agreement shall be executed according to their nature by the School of Nursing at UNAH, but must be signed by UAB. UAB cannot delegate the authority to execute agreements to its School of Nursing. The Parties have executed this Agreement by their duly authorized respective representatives and signed in duplicate to the 22 day of September, two thousand fourteen.

**UAB:**

The Board of Trustees of the University of Alabama for the University of Alabama at Birmingham

Name: Linda C. Lucas

Linda C. Lucas, PhD

Title: Provost, University of Alabama at Birmingham

Date: 22 September 2014

**ADDRESS FOR NOTIFICATIONS:**

University of Alabama at Birmingham  
Office of Sponsored Programs  
Attention to: Lynn Stedman  
Mail: 1530 3rd Avenue South, AB 1170  
Packages: 701 20th Street South,  
AB 1170 Birmingham, AL 35294-0111 USA  
Tel. (205) 934-5266, Fax. (205) 975-5977

**UNAH:**

Universidad Nacional Autónoma de Honduras

Name: Julieta Castellanos Ruiz  
MSc. Julieta Castellanos Ruiz

Title: Chancellor - UNAH

Date: 26 de Agosto 2014



**ADDRESS FOR NOTIFICATIONS:**

Universidad Nacional Autónoma de Honduras  
Vicerrectoría de Relaciones Internacionales  
Attention to: Julio Raudales  
Vice-Chancellor of International Affairs  
Ciudad Universitaria "José Trinidad Reyes"  
Tegucigalpa MDC Honduras, C.A.  
Tel No. (504) 2232-5517