

Honduras/El Salvador Water Management Project

MEMORANDUM OF UNDERSTANDING AMENDMENT 1

BETWEEN



**The National Autonomous University Of Honduras
TEGUCIGALPA, HONDURAS**

AND



**UNIVERSITY OF
CALGARY**

**The Governors Of The University Of Calgary
CALGARY, ALBERTA, CANADA**

December 2010

Amendment 1

The Memorandum of Understanding entered into on February 20, 2007

Between The National Autonomous University Of Honduras
(hereinafter referred to as UNAH)
Tegucigalpa, Honduras

And The Governors of the University of Calgary
(hereinafter referred to as UC)
Calgary, Alberta, Canada

For The Provision of the Project called Water Management in Honduras/El Salvador

This Amendment 1 provides for certain changes to Section II, Section 8.5, Section 11.1, Section 15.1 and Section XXII of the Memorandum of Understanding (MOU).

Therefore the Parties hereto agree on the following:

1. Section II: Contract Term is revised to read as follows:

~~This Memorandum of Understanding (hereafter called the MOU) shall be effective from the date of latest signature on this MOU until February 28, 2011.~~

2. Section 8.5, first paragraph only, is revised to read as follows:

The UNAH will be required to submit to the UC copies of all accounting receipts, reports, bank statements, bank reconciliations, etc. with the submission of UNAH's Project financial reports. All project expenses incurred by UNAH to February 2011 must be reported to UC by March 7, 2011. While implementing the Project and until March 14, 2014, UNAH will ensure that original receipts are retained and available for audit by AUCC or the Canadian International Development Agency.

3. Section 11.1 is revised to read as follows:

Notwithstanding anything contained in this MOU, if AUCC terminates its agreement with the UC before February 2010, the UC may, by notice in writing, terminate this MOU in which event UNAH shall have no claim against UC by reason of such termination other than payment of expenses actually committed under this MOU to the date of such termination, less any sums previously paid on account thereof.

4. Section 15.1 – The contact name, title and department for UC is revised to read as follows:

Professor Carol D. Stewart
Vice-Provost (International)
U of C International

5. Section XXII: General Provisions is revised to read as follows:

This MOU is in effect from the latest signature date of this MOU to February 28, 2011 as per Section II.

6. All other terms and conditions of the Memorandum of Understanding shall remain unchanged.
7. The Amendment shall become effective on the date that it is signed.

On Behalf of The Governors of the University of Calgary

2010-12-24

Date (YYYY-MM-DD)

Carol D. Stewart

Signature

CAROL D. STEWART

Name (print)

VICE-PROVOST (INTERNATIONAL)

Title (print)

On Behalf of The National Autonomous University Of Honduras

2011-31-01

Date (YYYY-MM-DD)

Juliete Castellanos

Signature

Juliete Castellanos

Name (print)

Rector - UNA.H.

Title (print)





UNIVERSITY OF
CALGARY

6.2

END OF PROJECT AGREEMENT FOR THE WATER MANAGEMENT IN HONDURAS/EL SALVADOR PROJECT

THIS END OF PROJECT OF AGREEMENT made on the 19 day of April, 2011

BETWEEN: THE GOVERNORS OF THE UNIVERSITY OF CALGARY

Represented by the University of Calgary International
2500 University Drive N.W.
Calgary, Alberta, Canada
T2N 1N4

(hereinafter referred to as UC)

AND: NATIONAL AUTONOMOUS UNIVERSITY OF HONDURAS

Ciudad Universitaria
Tegucigalpa, M.D.C.
Honduras

(hereinafter referred to as UNAH)

WITNESSETH THAT:

The Project known as the Water Management in Honduras/El Salvador Project (hereinafter referred to as the Project), funded by a Contribution Agreement, signed on March 30, 2005 between the Association of Universities and Colleges of Canada (hereafter referred to as AUCC) and the Governors of the University of Calgary, and outlined in a Memorandum of Understanding between the UC and UNAH has terminated on February 28, 2011. Both parties agree to the following conditions:

1.0 EXPENSES

- 1.1 Expenses incurred by UNAH for the Project are limited to those presented in the Workplan and associated budget for the 2010 - 2011 project year ending February 28, 2011. No expenses incurred by UNAH in Honduras beyond February 28, 2011 will be reimbursed. The last date at which

payments can be made for invoices or expenses incurred by February 28, 2011 will be April 15, 2011.

- 1.2 The financial expenditure report for the months January 1 to February 28, 2011 will be completed by UNAH and delivered to the UC by April 8, 2011.

2.0 RECORDS

- 2.1 UNAH will maintain and retain the Project's financial records per CIDA's requirement until August 31, 2014. Accurate records of disbursements and expenditures relating to the Project including receipts, cancelled cheques, payroll records, all shipping documents, and documentation relating to materials, goods and services received shall be retained. These shall be available for financial and operational audit at the request of UC to be made available to CIDA.
- 2.2 UNAH will maintain and retain the Project's narrative quarterly reports and the final report until August 31, 2014.

3.0 DISTRIBUTION OF ASSETS

- 3.1 All materials, office equipment, and other goods purchased under the Project for UNAH, residing in UNAH in Honduras become the property of UNAH. A list of these assets is found in Appendix 1.

4.0 FINAL REPORT

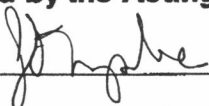
- 4.1 UNAH agrees to provide a Final Narrative Report to the UC by April 8, 2011 for inclusion in a Final Report to CIDA.

5.0 INDEMNIFICATION

- 5.1 Both parties, UNAH and the UC agree to hold one another harmless against all future claims, demands, losses, costs and expenses sustained and incurred by the Project.
- 5.2 UC and UNAH agree that after all conditions specified in this Agreement have been met, there will be no further obligations toward one another resulting from the Project.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written above.

**The Governors of the University of Calgary
Represented by the Acting Vice-Provost (International)**

Signature: 

Printed Name: J.S. MURPHREE

Title: ACTING VICE PROVOST (INTERNATIONAL)

Date: 19 APRIL 2011

National Autonomous University of Honduras

Signature: 

Printed Name: Julieta Castellanos

Title: Rectora

Date: 11 Abril 2011

