

MEMORANDUM OF AGREEMENT  
BETWEEN THE  
DEPARTMENT OF THE ARMY  
AND THE  
HONDURAN MINISTRY OF COMMUNICATION,  
PUBLIC WORKS AND TRANSPORTATION  
FOR TECHNICAL ASSISTANCE  
RELATING TO THE SAN PEDRO SULA VALLEY

**AUTHORITY**

Section 607 (a) of the Foreign Assistance Act of 1961, as amended.

**PURPOSE**

The Honduran Ministry of Communication, Public Works and Transportation (SECOPT) intends to undertake reclamation projects in the San Pedro Sula Valley in Honduras to remedy flood problems which are occurring along the north coast of Honduras. SECOPT envisions asking the Department of the Army (DA) to provide it with technical assistance in connection with these projects. This MOA sets forth the framework for furnishing the requested assistance which includes, but is not limited to, planning, engineering, design, and construction management services relating to the prosecution of these projects.

**PROVISION OF TECHNICAL SERVICES**

The Corps shall provide SECOPT with technical assistance as is requested by SECOPT to assist it in pursuing the San Pedro Sula Valley projects. Such technical assistance will be provided in accordance with the general terms and conditions of this MOA and the specific provisions of individual support agreements.

**PROCEDURE**

The DA and SECOPT shall each appoint a representative to coordinate on all requests for technical assistance under this MOA and to serve as the primary point of contact between the DA and SECOPT on all matters relating to this MOA.

SECOPT shall submit requests for technical assistance under this MOA to the DA representative. Such requests for technical assistance shall be in writing and shall describe the scope of the services desired and the proposed location of the project or facility to which the services relate; and shall designate for purposes of further communication relating to the request an individual or office authorized to represent SECOPT on all matters relating to the request, including the obligation of funds.

Upon receipt of such a request for technical assistance, the DA representative shall provide the individual or office authorized to represent SECOPT with an acknowledgment in writing of the request for technical assistance and shall designate for purposes of further communications relating to that request an individual or office designated to represent the DA on all matters relating to the request.

The DA and SECOPT representatives or their designees shall conclude individual support agreements pertaining to the requests. Technical assistance will be furnished in accordance with the terms and conditions of such individual support agreements. The support agreements shall describe in detail the scope of the assistance to be provided, necessary funding arrangements, and such other particulars as are necessary to describe clearly the obligations of the parties with respect to the requested assistance.

Any services provided shall be in accordance with a scope of work set forth in individual support agreements.

#### FUNDING

SECOPT shall fund all costs associated with the DA's provisions of technical assistance. Each support agreement shall specify a funding procedure. SECOPT may reimburse the DA for costs incurred or pay the DA in advance of the provision of technical assistance. In the event a support agreement specifies that technical assistance shall be paid for in advance, SECOPT shall provide such funding as is necessary to cover the anticipated costs of the requested assistance. If the actual cost to the DA is forecast to exceed the amount of funds so provided, the DA shall promptly notify SECOPT of the amount of additional funding necessary to pay for the assistance requested. SECOPT shall either provide additional funds for the assistance, require that the scope of the assistance be limited to that which can be financed by the available funds, or direct termination of the assistance. Upon furnishing the assistance contemplated by a support agreement, the DA shall conduct a final accounting to determine the actual costs of the assistance provided. The DA shall return any funds advanced by SECOPT in excess of the actual costs within 90 days of the final accounting.

#### APPLICABLE LAWS

The DA will furnish all technical assistance under this MOA and individual support agreements in accordance with applicable laws and regulations of the United States. SECOPT agrees to hold the DA, its officers and employees harmless from causes of action, suits at law and equity and from any liability or damages that may in any way arise from the provision of technical assistance by the DA under this MOA or individual support agreements.

**RECORDS AND REPORTS**

The DA shall establish and maintain records and receipts of the expenditure of all funds provided by SECOPT. Records shall be maintained in sufficient detail to permit identification of the nature of expenditures made by the DA and shall be made available for inspection by officials of SECOPT upon request.

The DA shall provide SECOPT with a report summarizing the expenditure of funds on a quarterly basis.

**CLAIMS**

All claims submitted by contractors arising under or relating to contracts awarded by the DA shall be resolved in accordance with the United States law and the terms of individual contracts. Any decision issued pursuant to such a claim may be appealed to the Corps of Engineers Board of Contract Appeals. In lieu of appealing to the Board of Contract Appeals, the contractor may bring an action directly to the United States Claims Court. The DA shall be responsible for litigating all such appeals or actions. The DA shall consult with SECOPT during any settlement negotiations.

The DA shall notify SECOPT of meritorious claims or appeals and shall submit requests to SECOPT for funds to cover such claims or appeals. SECOPT shall promptly provide the DA with such funds as are necessary to pay the costs of meritorious claims or appeals.

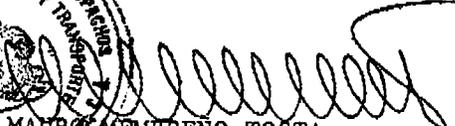
**EFFECTIVE DATE, AMENDMENT AND TERMINATION**

This MOA shall become effective when signed by SECOPT and the DA.

The MOA may be modified or amended only by written agreement.

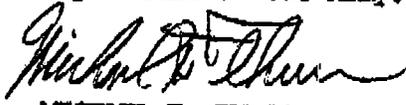
Either SECOPT or the DA may terminate this MOA by providing sixty calendar days written notice. The termination shall be effective upon the sixtieth calendar day following notice, unless a later date is set forth. In the event of termination, the Corps shall consult with SECOPT concerning all claims for termination costs; however, SECOPT shall continue to be responsible for all costs incurred by the United States under this MOA and for the costs of closing out or transferring any ongoing contracts.



SECOPT:  
  
 MAURO MEMBRENO TOSTA  
 MINISTRO - Secretaría de  
 Comunicaciones, Obras públicas  
 y Transporte.

Date: 22 agosto 1990

For the  
 Department of the Army:

  
 MICHAEL F. THUSS  
 Colonel, U.S. Army District  
 Engineer, Mobile District

Date: 22 August 1990