

General Cooperation Agreement between
The University of New Mexico, Albuquerque, NM, USA and
The Association of Central American Private Universities, Guatemala City, Guatemala

The parties to this Agreement are the Regents of the University of New Mexico (UNM) and the Association of Central American Private Universities (Spanish acronym AUPRICA).

Whereas, the parties believe that international understanding, educational opportunities for their students, and professional opportunities for their faculty and staff would be enhanced by this Agreement; and

Whereas, the parties are linked by common academic and cultural interests; and

Whereas, the purpose of this Agreement is to establish a framework for cooperation between the parties.

Now, therefore, the parties agree as follows:

1. Types of Cooperation

- 1.1 The parties are willing in principle to cooperate on various activities, such as:
 - a. Hosting of short-term study abroad students;
 - b. Collaborative research, courses, conferences, seminars, symposia, and lectures;
 - c. Reciprocal exchange of students, faculty, and staff;
 - d. Enrollment of degree-seeking students;
 - e. Language Instruction; and
 - f. Other activities as mutually agreed.
- 1.2 This Agreement shall be identified as the parent document of any specific program agreement between the parties. Each type of cooperation shall proceed according to the terms and conditions of a specific program agreement. Each specific program agreement shall memorialize all the commitments made by each party and shall not become effective until it has been reduced to writing, approved, and signed by the parties' duly authorized representatives.
- 1.3 The scope of activities under this Agreement shall be determined by the funds regularly available at both institutions for the collaboration described in each specific program agreement, and by the related funds obtained by either institution from external sources. Each institution shall be responsible for all expenses incurred by its employees under this Agreement, except as may be stipulated in any specific program agreement.

2. Term, Renewal, Amendment, Termination, and Dispute Resolution

- 2.1 This Agreement shall become effective for an initial term of five years from the date of the last signature by the parties' duly authorized representatives and shall automatically renew for successive five-year terms unless terminated as provided below.
- 2.2 This Agreement may be amended and/or modified in a writing signed by the parties' duly authorized representatives.
- 2.3 Either party may terminate this Agreement by giving the other party at least 180 days' written notice, but any students who have been accepted at either university at the date of termination may complete their courses of study, and any collaborative project in progress at the date of termination may be

- completed as specified in the pertinent specific program agreement. Termination shall be without penalty.
- 2.4 This Agreement is signed in good faith and in accordance with the administrative rules and procedures governing each party. Therefore, any dispute that may arise concerning its interpretation and implementation will be resolved amicably through negotiations.
- 2.5 This document memorializes the parties' entire agreement. The parties shall sign four (4) originals of this Agreement, two (2) in English and two (2) in Spanish. Each party shall retain one original in each language. Any conflict between the English and Spanish versions will be resolved in favor of the English version.
3. Counterparts by Facsimile or Email. This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
4. Notices. All notices required hereunder shall be in writing and delivered by a duly authorized representative of the party giving the notice and sent by email transmission to the following addresses. Either party may change its email address for notice purposes by providing prior written notice to the other party. Any notice sent by email shall be deemed to have been delivered at the time of confirmation of receipt.

Executive Director, Global Education Office
University of New Mexico
MSC06 3850
Albuquerque, NM 87131-0001 USA
+1-505-277-4032; e-mail: geo@unm.edu
<http://geo.unm.edu/>

Executive Secretary, AUPRICA
info@auprica.com
+506-6050-8616; e-mail: erodriguez@unibe.ac.cr
<http://www.auprica.com/wp/>

The Regents of the University of New Mexico

Asociación de Universidades Privadas de
Centroamérica



Dr. Garnett Stokes, President



Dr. Pedro Fausto Arieta Vega, Presidente

12/17/2018
Date

Date



Dr. Eliseo Torres, Vice President for Student Affairs



Elizabeth Rodríguez Vargas

Witness