



**AGREEMENT OF CULTURAL AND ACADEMIC COOPERATION BETWEEN THE UNIVERSIDAD DE UNIVERDIDAD DE CADIZ, A PUBLIC INSTITUTION, HEREINAFTER DENOMINATED UCA, REPRESENTED BY Dr. Guillermo Martínez Massanet, RECTOR, AND BY D. Miguel Checa Martínez, GENERAL SECRETARY; AND THE UNIVERSITY OF NEW MEXICO, HEREINAFTER DESIGNATED AS UNM FOR THE PURPOSES OF THE PRESENT AGREEMENT, REPRESENTED BY DR. WILLIAM C. GORDON, PRESIDENT, AND BY DR. BRIAN L. FOSTER, PROVOST, IN ACCORDANCE WITH THE FOLLOWING STATEMENTS AND CLAUSES:**

**THE UNIVERSIDAD DE CADIZ DECLARES:**

1. **THAT** according to the Organic Law 11/1983 on University Reform of 25<sup>th</sup> August 1983 (B.O.E. 1<sup>ST</sup> September 1983) the University Of Cádiz is a public institution with full legal standing, and that its objectives include teaching, research and the cultural development of the people.
2. **THAT** in accordance with the statement above, the UCA is involved in higher education, training of professionals, scientific research, and the study of social problems at a national level.
3. **THAT** the UCA is governed by constitutional regulations and, in order to fulfill its goals, promotes social service above any personal interest.
4. **THAT** the UCA wishes to enter into an agreement of academic and cultural cooperation with the University of New Mexico under the terms and conditions established in the clauses of the present agreement.
5. **THAT** in order to carry out and execute the present agreement, **Dr. Guillermo Martínez Massanet**, Rector de la UCA could designate as his representatives the person or persons considered appropriate to carry out the task.
6. **THAT** UCA designates the following address for the effects of the present agreement: Universidad de Cádiz. C/Ancha, 16. 11002 Cádiz, España.

**THE UNIVERSITY OF NEW MEXICO DECLARES:**

1. **THAT** it is an institution of higher education established by decree by the Territorial Legislature in 1889 with full legal standing. UNM's main responsibility is to serve the citizens of the State of New Mexico by providing educational opportunities at post-secondary and graduate level,



to foster and conduct scientific and humanistic research; to give adequate knowledge and understanding to the highest possible number of citizens to become responsible members of a democratic society and to provide other services that increase the general culture and well being of the people.

2. **THAT** according to UNM's General Statute, the President is its legal representative.
3. **THAT** UNM's organic structure includes the Latin American and Iberian Institute, which has the following functions: to foster, develop and supervise fulfillment of convenios and agreements between academic and administrative units at UNM with Latin American and Iberian counterparts. To jointly integrate appropriate work programs and to supervise their development.
4. **THAT** UNM designates the following address for the effects of the present agreement: Latin American and Iberian Institute, The University of New Mexico, 801 Yale NE, Albuquerque, NM 87131-1016. U.S.A.

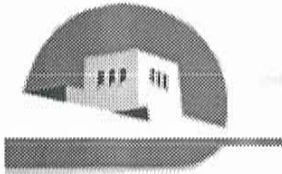
WHEREAS the UCA and UNM are linked by common academic and cultural interests and,

WHEREAS these two institutions wish to encourage cooperation and exchange in all academic areas of mutual interest and,

WHEREAS these two institutions wish to expand the bases for friendship and cooperative educational exchanges between the Spain and the United States of America, therefore, the UCA and UNM set forth the following clauses of agreement: wish to initiate exchanges covering all academic areas of common interest and to increase friendship and educational cooperation between both universities; therefore they set forth the following clauses of agreement:

**CLAUSE 1.** The purposes of this general agreement include, but are not limited to the following:

1. Development of joint research projects.
2. Organization of joint academic and scientific activities such as courses, conferences, seminars, symposia and lectures.
3. Exchange of teaching and research personnel.
4. Exchange of students.
5. Exchange of publications and other materials of common interest.



#### 6. Exchange of and cooperation in cultural projects.

Cooperative projects under this general agreement may include any of the academic disciplines represented at either of the two institutions.

Both institutions agree to make available to individuals visiting from the other institution the same academic resources and support services (libraries, laboratories, gymnasium) as those enjoyed by their counterparts at the home institution.

**CLAUSE 2.** To fulfill the objectives of this agreement, the UCA and UNM will designate an appropriate person at each institution to coordinate the development and supervision of joint activities. Either institution may, through these coordinators, present proposals for activities covered by the present agreement.

The specific details for the proposed activities will be defined in an appendix that will become a part of this general agreement upon signing by the appropriate authorities at both institutions. Items to be included in the appendix are:

1. Scope of each institution's responsibilities regarding agreed upon activities.
2. Schedules for specific activities.
3. Preparation of budgets and external financing sources for each activity which will be applied in the framework of National, European and International programs.
4. Any other items necessary to conduct events in a smooth and efficient manner.

The coordinators will be responsible for evaluating activities covered by this agreement in accordance with the practices of their respective institutions. Letters of agreement will be approved at each institution according to the normal procedures governing the types of events proposed herein.

**CLAUSE 3.** This agreement has no termination date and will start on the date of its signing by both parties. This agreement may be amended by mutual accord of both institutions.

This agreement may be also terminated by either institution, at any time, provided that the institution wishing to terminate the agreement provide notice in writing of its intention at least three months prior to the termination date.

**CLAUSE 4.** The final results of collaborative projects will be published jointly; unless there is a prior written agreement that indicates otherwise. The objective of publication is to promote academic and cultural knowledge.



Both institutions declare the following addresses and contact persons for the purposes of the present agreement:

**LA UNIVERSIDAD DE CADIZ**

Vicerrectorado de Relaciones Internacionales

C/Ancha, 16

11002-Cádiz. España

Tel. +34 956 015068 Fax: +34 956 015086 E-mail: [internacional@uca.es](mailto:internacional@uca.es)

**THE UNIVERSITY OF NEW MEXICO**

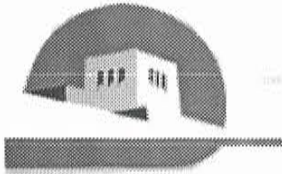
Latin American and Iberian Institute

801 Yale, NE

Albuquerque, New Mexico 87131-1016 U.S.A

Dr. Gilbert W. Merkx, Director, Latin American and Iberian Institute

Tel. 505-277-2961 Fax: 505-277-5989 E-mail: [Merkx@unm.edu](mailto:Merkx@unm.edu)



This Agreement is signed in duplicate and in both English and Spanish versions:

**FOR LA UNIVERSIDAD DE CADIZ**

Dr. Guillermo Martínez Massanet  
Rector  
La Universidad de Cadiz

12 7 SEP 2001

Date

D. Miguel Checa Martínez  
General Secretary  
La Universidad de Cadiz

12 7 SEP 2001

Date

**FOR THE UNIVERSITY OF NEW MEXICO**

William C. Gordon

Dr. William C. Gordon  
President  
The University of New Mexico  
Albuquerque, NM

Date

Brian L. Foster

Dr. Brian L. Foster  
Provost  
The University of New Mexico  
Albuquerque, NM

19 Dec 2001

Date