



General Cooperation Agreement between The University of New Mexico, Albuquerque, NM, USA and El Centro de Investigación en Materiales Avanzados (CIMAV), Mexico

The parties to this Agreement are the Regents of The University of New Mexico through its Center for High Technology Materials and El Centro de Investigación en Materiales Avanzados S. C.

Whereas, the parties believe that international understanding, academic and scientific 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, scientific, economic, 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 visits and access to select research facilities;
 - b. Collaborative research, conferences, seminars, symposia, and lectures;
 - c. Exchange of publications, reports, and other academic information;
 - d. exchange of students, faculty, and staff;
 - e. Collaborative professional development and trainings;
 - f. Cultural projects;
 - g. 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 three years from the date of the last signature by the parties' duly authorized representatives and shall automatically renew for successive three-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/

Centro de Investigación en Materiales Avanzados S. C.

Miguel de Cervantes 120

Complejo Industrial Chihuahua

Centro de Investigación

C. P. 31136 Chihuahua, Chihuahua, México, +052 614

439 1172, e-mail: juan.mendez@cimav.edu.mx

The Regents of the University of New Mexico

Garnett S. Stokes, President

Date

Melie

Juan Méndez Nonell, Director General

JUN 2 4 2019

Avanzados S. C.

Date

Materiales





WITNESSED BY:

Timothy M. Keller, Mayor

City of Albuquerque Date: JUN 2 6 2019

María Eugenia Campos Galván, Mayor

City of Chihuahua

Date: JUN 2 6 2019

Gabriel V. López Vice President for Research

The University of New Mexico Date: JUN 2 6 2019

Arash Mafi, Director

The University of New Mexico, Center for High Technology Materials Date: JUN 2 6 2019