



AGREEMENT OF CULTURAL AND ACADEMIC COOPERATION BETWEEN **FUNDAÇÃO** ARMANDO **ALVARES** HEREINAFTER DENOMINATED "FAAP", REPRESENTED BY ITS PENTEADO. PRESIDENT DIRECTOR, ANTONIO BIAS BUENO GUILLON AND BY ITS TREASURER DIRECTOR, AMÉRICO FIALDINI JÚNIOR; AND THE REGENTS OF THE UNIVERSITY OF NEW MEXICO, ON BEHALF OF ITS LATIN AMERICAN AND IBERIAN INSTITUTE (HEREINAFTER "UNM"), REPRESENTED BY DR. DAVID J. SCHMIDLY, PRESIDENT, AND BY DR. CHAOUKI T. ABDALLAH, INTERIM PROVOST AND EXECUTIVE VICE PRESIDENT FOR ACADEMIC AFFAIRS, IN ACCORDANCE WITH THE FOLLOWING STATEMENTS AND CLAUSES:

### **FAAP DECLARES:**

- 1. **THAT** FAAP is a private foundation organized and existing according to the Brazilian laws with head offices at Rua Ceará 02, in the city of São Paulo, state of SP, Brazil, Zip Code 01243-010, enrolled with the Brazilin Taxpayers Registry under the CNPJ n° 61.451.431/0001-69.
- 2. **THAT** in accordance with the statement above, FAAP is involved in higher education, training of professionals, scientific research, and the study of social problems at a national level.
- THAT FAAP is governed by constitutional regulations and, in order to fulfill its goals, promotes social service above any personal interest.
- 4. THAT FAAP wishes to enter into an agreement of academic and cultural cooperation with the University of New Mexico through its Latin American and Iberian Institute 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, Antonio Bias Bueno Guillon, President Director of FAAP, may designate as his representatives the person or persons considered appropriate to carry out the task.

6. THAT FAAP designates the following address for the effects of the present agreement:

Rua Ceara pz, Zip Code 01243-010, São Paulo, Brazil.





# THE REGENTS OF THE UNIVERSITY OF NEW MEXICO DECLARE:

- 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 policy and procedures, the President is authorized to enter into agreements of cooperation with other institutions of higher education.
- 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 <u>convenios</u> and agreements between academic and administrative units at UNM with Latin American and Iberian counterparts; and 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 801 Yale NE, MSC02 1690 1 University of New Mexico Albuquerque, New Mexico, 87131-0001 USA

WHEREAS FAAP 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 both institutions wish to expand the bases for friendship and educational cooperation through exchanges between the country of Brazil and the United States of America; therefore FAAP and UNM set forth the following clauses:

CLAUSE 1. The purposes of this general agreement may 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.
- 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 under the terms of this agreement 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, FAAP 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.

If the parties agree to pursue a cooperative activity in any of the areas of mutual interest enumerated in Clause 1, a detailed agreement outlining the program to be undertaken shall be attached as an appendix to this Agreement of Cooperation.

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. Budgets and financing sources for each activity.
- 4. Any other tems necessary to conduct events in a smooth and efficient





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

CLAUSE 3. 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.

CLAUSE 4. This agreement will become effective upon signing by both parties and shall automatically renew for successive terms of five (5) years each, unless terminated in writing as provided for in this agreement.

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 six (6) months prior to the termination date.

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

### FOR FUNDAÇÃO ARMANDO ALVARES PENTEADO-FAAP **FAAP International Office**

Rua Alagoas 903 São Paulo, SP, 01242-902 Lourdes Zilberberg Tel. 55 11 3662 7159 Fax: 55 11 3662 7103 E-mail: rel.internacional@faap.br

http://www.faap.br

## FOR THE REGENTS OF THE UNIVERSITY OF NEW MEXICO

Latin American and Iberian Institute 801 Yale NE, MSC02 1690 1 University of New Mexico Albuquerque, New Mexico 87131-0001 USA

Dr. Susan B. Tiano, Director, Latin American and Iberian Institute Fax: 505-277-5989 Tel. 505-277-2961

http://laii.unm.edu

E-mail: stiano@unm.edu



Date: 1



In accordance we sign four (3) copies of this Specific Agreement, in English, all contents being identical and equally valid.

# Antonio Bias Bueno Guillon President Director Americo Fialdini Junior Treasurer Director Date: FOR THE REGENTS OF THE UNIVERSITY OF NEW MEXICO: Dr. David J. Schmidly President Dr. Chaouki T. Abdallah Interim Provost and Executive Vice President for Academic Affairs

(Fifth and last page of the Agreement of Cultural and Academic Cooperation between Fundação

Armando Alvares Penteado-FAAP and The Regents of the University of New Mexico).

Date: