



Register Number: 39558-2748-21-X14

SPECIFIC AGREEMENT FOR STUDENT AND FACULTY EXCHANGE BETWEEN UNIVERSIDAD NACIONAL AUTÓNOMA DE MÉXICO (“UNAM”), REPRESENTED BY ITS GENERAL SECRETARY, DR. EDUARDO BÁRZANA GARCÍA, AND THE REGENTS OF THE UNIVERSITY OF NEW MEXICO (“UNM”), REPRESENTED BY ITS PROVOST AND EXECUTIVE VICE PRESIDENT FOR ACADEMIC AFFAIRS, DR. CHAOUKI T. ABDALLAH. (UNAM and UNM are collectively referred to hereinafter as the “Parties” or separately as the “Party”.) IN ACCORDANCE WITH THE FOLLOWING DECLARATIONS AND CLAUSES:

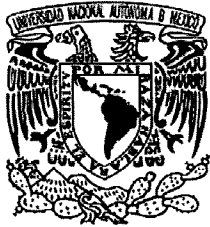
STATEMENTS

I. UNAM declares:

1. That it is a public corporation decentralized from the Mexican State, endowed with full juridical authority to govern itself. Its objectives are to provide higher education to train professionals, researchers, university professors and technicians useful to society; to organize and carry out research, mainly on national conditions and problems, and to extend as much as possible, the benefits of culture, as established by its Organic Law and Article 1st of its General Statute.
2. That the legal representation of this institution is the responsibility of its Rector, Dr. José Narro Robles, according to the provisions of Articles 9 of the Organic Law and 30 of the General Statute, having pursuant to Section I of Article 34 of the same Statute, the power to delegate it.
3. That Dr. Eduardo Bárzana García, with the attributes that proceed from his post as Secretary General and in agreement with the power that has been bestowed upon him by the *Regulation that delegates and distributes authority to subscribe agreements, contracts and other instruments signed by the UNAM*, published in *Gaceta UNAM* on September 5th 2011, is authorized to sign the present Agreement.
4. That for the purposes of the present Agreement it has the following legal address: 9° piso de la Torre de Rectoría, Ciudad Universitaria, Coyoacán, C.P. 04510, México, D. F.

II. UNM declares:

1. That it is a higher education institution created by Decree of the Territorial Legislature of 1889 that endowed it with full legal capacity, and whose principal responsibility is to serve the citizens of the State of New Mexico, USA, offering them educational opportunities at the undergraduate and graduate level; to promote and perform scientific and humanistic research; to provide suitable understanding and knowledge to the maximum number of citizens to be responsible members of a democratic society; and to provide other services that enhance the culture and well-being of the population.



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2. That in accordance with the internal policies and procedures of UNM, the Provost and Executive Vice President for Academic Affairs is authorized to enter into cooperation agreements with other institutions.
3. UNM's address for purposes of this Agreement is: Office of the Provost, University of New Mexico, MSC05 3400, Scholes Hall 240, Albuquerque, NM, 87131-0001 USA

III. Both Parties declare:

1. That the Parties signed a General Agreement of Academic, Scientific and Cultural Collaboration on June 24 2003, which is in force and that contemplates exchange of students, academics, professors and researchers.
2. That they acknowledge the significance of strengthening intercultural relationships and the benefits that result from academic opportunities for their faculty and students, so they agree to sign the present Agreement according to the following terms:

C L A U S E S

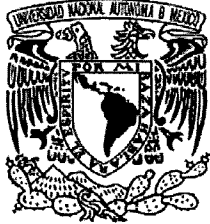
FIRST. PURPOSE

The primary objective of this Agreement is the development of cooperative efforts between UNAM and UNM, which will enhance academic exchange between the Parties. Recognizing the importance of mutual collaboration and the contributions to society made by institutions of higher education, the Parties desire to promote exchange between their faculty and students.

Therefore, UNAM and UNM hereby establish a Student and Faculty Exchange Program on the terms indicated below.

SECOND. UNDERGRADUATE AND GRADUATE STUDENT EXCHANGE TERMS.

- a. UNAM and UNM will exchange a maximum of ten (10) students from each University per semester. Student exchanges under this Agreement may last either one or two academic semesters.
- b. The Parties agree to annually review the number of students sent and received and to maintain a numerical balance, without the number of students necessarily being the same every year. In assessing balance, one student registering for two semesters is equivalent to two students registering for one semester.
- c. Students shall remain degree candidates at their home university and shall not be degree candidates at the host university. The syllabus followed by each participating student shall be approved by the home university.



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- d. The host university shall provide the home university with an official copy of the transcript issued to every exchange student. Any academic credits earned at the host university shall be transferred to the home university in accordance with the procedures established by the latter.
- e. Students will pay registration, tuition, and mandatory fees (as applicable) at their home university. The host university shall not charge tuition or mandatory fees. However, students shall pay any course fees, recreation fees, administrative fees, or laboratory fees charged to all students by the host university.
- f. Students must pay for their own round-trip travel costs including passport, visa, etc.; books, class materials, and supplies; living expenses (accommodation, food, transportation, personal expenses, tourism, etc.); and health and accident insurance that meets host university requirements. As applicable, incoming students may apply to live in the host university's on-campus housing, but room availability is not guaranteed. Therefore, the host university will make good faith efforts as needed to help students obtain off-campus accommodation within reasonable proximity. The host university will provide all necessary information about housing options and application procedures with each student's notice of admission.
- g. Applications must be received by UNM by April 1 for the fall semester and by October 1 for the spring semester. Each semester UNAM will notify UNM on a timely basis of UNAM's application receipt deadlines for the following semester.
- h. The home university shall select and nominate the students participating in the exchange. Nevertheless, the host university will decide whether to admit the students nominated by the home university.
- i. Students nominated by UNAM must fulfill the English proficiency requirement set by UNM. Students nominated by UNM must fulfill the Spanish proficiency requirement by submitting an Assessment of Spanish Language Proficiency.
- j. The host university shall provide admitted applicants with a letter indicating their admission to the exchange program and to the host university.
- k. Students shall be responsible for buying health and accident insurance and paying any medical expenses not covered by insurance during their stay at the host university. The host university shall inform incoming students of health and accident insurance requirements and availability prior to their departure. It is strongly recommended that this insurance also cover travel dates and any travel to or through other countries.
- l. Students shall comply with the immigration laws and regulations of the host country. Exchange students shall have the same rights and liabilities as other students enrolled at the host university, must abide by the rules and regulations of the host university, and



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are subject to disciplinary action resulting from their failure to comply with this provision, in which case, the home university shall be informed.

THIRD. FACULTY EXCHANGE TERMS.

- a. Faculty members from each institution may be invited to serve as visiting professors who shall engage in lecturing, teaching, and/or research related to the interests of the host university. The maximum allowable duration for a visit shall be one academic year.
- b. All expenses of the visiting faculty shall be covered by the people involved and the home university. The host university will help the visiting faculty locate suitable accommodations.
- c. Faculty members shall be responsible for buying health and accident insurance and paying any medical expenses not covered by insurance during their stay at the host university. The host university shall inform visiting faculty of health and accident insurance requirements and availability prior to their departure. It is strongly recommended that this insurance also cover travel dates and any travel to or through other countries.
- d. The Parties agree to make available to visiting faculty the same academic resources and support services as those enjoyed by their counterparts at the host university.

FOURTH. COORDINATORS.

Each University shall appoint a coordinator in charge of exchanges. For this purpose, the administration of this Agreement shall be the responsibility of the UNAM Director General for Cooperation and International Affairs and the Director of the UNM Global Education Office. The coordinators are:

AT THE NATIONAL AUTONOMOUS UNIVERSITY OF MEXICO

Director General for Cooperation and International Affairs

San Francisco No. 400 esq. Luz Saviñón, Col. del Valle
Del. Benito Juárez, México, D.F.

Student mobility:

Assistant Director for Student Mobility
General Direction for International Affairs
San Francisco No. 400 esq. Luz Saviñón, Col. del Valle
Del. Benito Juárez, México D.F.

Tel: 54 48 38 00, ext. 80903, 37420, 80877 y 80876 E-mail: bcastro@global.unam.mx;
info@global.unam.mx

Faculty mobility:

Assistant Director for Academic Mobility
General Direction for International Affairs



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San Francisco No. 400 esq. Luz Saviñón, Col. del Valle
Del. Benito Juárez, México D.F.
Tel: 54 48 38 00, ext. 80903, 80883

E-mail: rvelasco@global.unam.mx;
info@global.unam.mx

AT THE UNIVERSITY OF NEW MEXICO

Student and Faculty mobility:

Director
Global Education Office
MSC06 3850
1 University of New Mexico
Albuquerque, NM 87131-0001
Tel: 505-277-4032 Fax: 505-277-1867
<http://geo.unm.edu/exchange.html>

E-mail: geo@unm.edu

FIFTH. LABOR RELATIONS

Each Party's personnel shall remain under the management and supervision of their employer; therefore, each employing Party shall assume its own liability in this regard, and under no circumstances shall the non-employing Party be considered a substitute or liable employer. The relationship between UNM and UNAM, is and shall be construed to be that of independent parties.

SIXTH. CIVIL LIABILITY

It is expressly agreed that the Parties shall have no civil liability for damages and losses which may be caused as a result of an act of God, *force majeure*, or an academic or administrative work stoppage. The liability of UNM shall be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, *et seq.* NMSA 1978, as amended.

It is understood that once that the unforeseen event has ceased, the Parties will resume the activities in the manner they were established.

SEVENTH. COPYRIGHT

The copyright ownership in its proprietary sense shall inure to the benefit of the Party whose faculty shall have carried out the work to be published, giving due acknowledgment to those who contributed to the execution of said work.

Publications of various kinds (books, pamphlets, articles, research posters, web pages, databases, etc.) as well as co-productions and their distribution that could be produced as a result of this Agreement will be carried out by common consent.



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It is expressly understood that the Parties may use the results obtained from the activities authorized by the present instrument for academic purposes.

EIGHTH. TERM AND TERMINATION

This Agreement shall 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.

Either Party may terminate this Agreement by giving written notice thereof to the other Party; such notice shall be delivered six (6) months in advance. In such an event, exchange students already admitted shall not be affected and shall be allowed to finish their courses on the dates previously agreed, and in accordance with the terms of this Agreement.

NINTH. CONSTRUCTION

This Agreement in entered into in good faith; therefore, any conflicts that may arise with respect to its interpretation and implementation shall be settled amicably through negotiations. The Parties execute this Agreement in four (4) counterparts, two (2) in English and two (2) in Spanish. In the event of a conflict between the English version and any translation of this Agreement, the English version shall control.

NATIONAL AUTONOMOUS UNIVERSITY OF MEXICO

THE REGENTS OF THE UNIVERSITY OF NEW MEXICO

**DR. EDUARDO BARZANA GARCÍA
SECRETARY GENERAL**

**DR. CHAOUKI T. ABDALLAH
PROVOST AND EXECUTIVE VICE PRESIDENT
FOR ACADEMIC AFFAIRS**

**ING. ARMANDO LODIGIANI RODRÍGUEZ
DIRECTOR GENERAL FOR COOPERATION
AND INTERNATIONAL AFFAIRS**

Date and Place:

10 DIC 2014

Date and Place:

November 24/2014
Albuquerque, NM