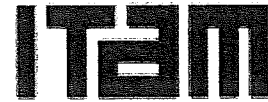




The University of New Mexico



AGREEMENT OF CULTURAL AND ACADEMIC COOPERATION BETWEEN THE INSTITUTO TECNOLÓGICO AUTÓNOMO DE MÉXICO, A PRIVATE INSTITUTION OF HIGHER EDUCATION IN MEXICO, HEREINAFTER DENOMINATED ITAM, REPRESENTED BY DR. ARTURO FERNÁNDEZ PÉREZ, RECTOR; AND THE UNIVERSITY OF NEW MEXICO, HEREINAFTER DESIGNATED AS UNM, REPRESENTED BY MR. LOUIS CALDERA, PRESIDENT, AND BY DR. REED DASENBROCK, INTERIM PROVOST AND VICE PRESIDENT FOR ACADEMIC AFFAIRS, IN ACCORDANCE WITH THE FOLLOWING STATEMENTS AND CLAUSES:

ITAM DECLARES:

1. **THAT** it was founded in 1946 by the *Asociación Mexicana de Cultura, A.C.*, with the name of Instituto Tecnológico de México. In 1962, by degree of the President at that time, Lic. Adolfo López Mateos, published in the Official Gazette of Mexico on January 19, 1963, it was declared an "*Escuela Libre Universitaria*" ("Free University"), granting it the power to become an independent legal entity. By virtue of this degree, the *Asociación Mexicana de Cultura* proceeded to establish a Board of Directors to govern the Institute. On February 25, 1985, the Mexican Secretariat of Education authorized the use of the name Instituto Tecnológico Autónomo de México, which remains in effect at this time.
2. **THAT** it is represented in this agreement by Dr. Arturo Fernández Pérez, Rector of ITAM, whose authority is duly registered in the Public Deed number 248,270, dated October 14, 1991, contained in Volume 9,470 of Notary Public number 10 of the Mexican Federal District, Lic. Francisco Lozano Noriega, and who may designate as his representatives the person or persons considered appropriate to carry out the task.
3. **THAT** its Mexican tax registration number is ITA630119 398 001
4. **THAT** ITAM designates the following address for the effects of the present agreement: .

NAME: Instituto Tecnológico Autónomo de México
Departamento de Intercambio Académico
ADDRESS: Río Hondo no. 1
Col. Tizapán San Ángel
México, D.F. 01000

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 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 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
The University of New Mexico
801 Yale NE, MSC02 1690
1 University of New Mexico
Albuquerque, NM 87131-0001. U.S.A.

WHEREAS the ITAM 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 Mexico and the United States of America; therefore the ITAM 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.
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 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, ITAM 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 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 in writing 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, respecting the right of anyone previously accepted in a collaborative project to finish it under the terms and clauses of this agreement.

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 cultural and academic knowledge.

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

INSTITUTO TECNOLÓGICO AUTÓNOMO DE MEXICO

Departamento de Intercambio Académico

(Department of Academic Exchange)

Río Hondo no. 1

Col. Tizapán San Angel

México, D.F. 01000 MEXICO

Mary Anne Leenheer, Head of Academic Exchange

Tel. (5255) 5628-4171 or 4159 Fax: (5255) 5628-4177 Email: leenheer@itam.mx

<http://www.itam.mx>; <http://intercambio.itam.mx>

THE UNIVERSITY OF NEW MEXICO

Latin American and Iberian Institute


MSC02 1690

Albuquerque, New Mexico 87131-0001 U.S.A

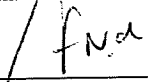
Dr. Cynthia Radding, Director, Latin American and Iberian Institute

Tel. 505-277-2961 Fax: 505-277-5989 E-mail: cradding@unm.edu

<http://laid.unm.edu>

 This Agreement is signed in duplicate, two (2) in English and two (2) in Spanish, all contents being identical and equally valid. Both parties shall retain one copy of each.

FOR THE INSTITUTO TECNOLÓGICO AUTÓNOMO DE MEXICO

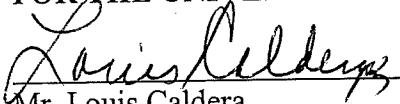


Dr. Arturo Fernández Pérez
Rector

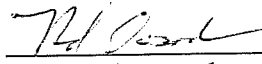
September 27, 2005

Date

FOR THE UNIVERSITY OF NEW MEXICO



Mr. Louis Caldera
President



Dr. Reed Dasenbrock
Interim Provost – Vice President for
Academic Affairs

Date: 9/13/05

Date: 8 SEP 2005