

CULTURAL AND ACADEMIC COOPERATION AGREEMENT BETWEEN THE PONTIFICIA UNIVERSIDAD JAVERIANA. HEREINAFTER **CALLED PONTIFICIA** UNIVERSIDAD JAVERIANA , REPRESENTED BY P. JOAQUIN EMILIO SANCHEZ GARCIA S.J., RECTOR, AND BY JULIAN ALBERTO GARCÉS, GENERAL SECRETARY; AND THE UNIVERSITY OF NEW MEXICO, HEREINAFTER CALLED UNM, REPRESENTED LOUIS CALDERA, PRESIDENT, AND BY DR. BRIAN L. FOSTER. PROVOST, IN ACCORDANCE WITH THE FOLLOWING STATEMENTS AND CLAUSES:



The University of New Mexico

THE PONTIFICIA UNIVERSIDAD JAVERIANA, declares:

- 1. THAT the **PONTIFICIA UNIVERSIDAD JAVERIANA** is a private organization, higher education institution legally recognized by Resolution #73 of 1933, issued by the Ministry of Education, and recognized as a University by decree #1297 of 30 May, 1964, under the supervision of the Ministry of Education with complete capacity to enter into legal commitments.
- 2. THAT in accordance with the general power #2016 of 3 September, 2003, in Notary #26 of Bogotá, is here by legally represented by P. Joaquín Emilio Sánchez García, S.J. One of its main objectives is to provide opportunities for cultural development at a post-secondary level for the people on behalf of the State.
- **3.** THAT in accordance with the above, the PONTIFICIA UNIVERSIDAD JAVERIANA is involved in higher education, training of professionals, scientific research, and the study of social problems at national level.
- **4.** THAT the PONTIFICIA UNIVERSIDAD JAVERIANA is governed by constitutional regulations and, to achieve its goals, promotes social service above any personal interest.
- 5. THAT the PONTIFICIA UNIVERSIDAD JAVERIANA wishes to enter into an academic and cultural cooperation agreement with the University of New Mexico under the terms and conditions established in the clauses of this agreement.
- **6.** THAT in the execution of and compliance with the terms of this agreement, P. Joaquín Emilio Sánchez García, Rector of the PONTIFICIA UNIVERSIDAD JAVERIANA, may designate as his representatives the person or persons considered appropriate to carry out the task.
- 7. THAT PONTIFICIA UNIVERSIDAD JAVERIANA designates the following address for the effects of the present agreement:

Name: PONTIFICIA UNIVERSIDAD JAVERIANA

Address: Calle 118 – 250 Vía Pance, Santiago de Cali, Colombia.





THE UNIVERSITY OF NEW MEXICO DECLARES:

- 1. THAT it is an institution of higher education established by a decree issued 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 enable 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 wellbeing of the people.
- 2. THAT according to UNM's General Statute, the President is its legal representative.
- 3. THAT UNM's organizational structure includes the Latin American and Iberian Institute, which has the following functions: to attend to and regularly follow-up agreements made between academic and administrative units at UNM with their 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, MSC02 1690, 1 University of New Mexico, Albuquerque, New Mexico, 87131-0001, U.S.A.

WHEREAS the PONTIFICIA UNIVERSIDAD JAVERIANA 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 Colombia and the United States of America; therefore the PONTIFICIA UNIVERSIDAD JAVERIANA and UNM set forth the following clauses:

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 PONTIFICIA UNIVERSIDAD JAVERIANA 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. 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 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 gives notice in writing of its intention at least three months prior to the termination date.

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

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

PONTIFICIA UNIVERSIDAD JAVERIANA, CALI

Calle 18 No. 118 – 250 Vía Pance. Santiago de Cali. Colombia Tel. (57)- (2)- 3218200 Fax: (57)-(2)-5552823 E-mail: www.puj.edu.co

THE UNIVERSITY OF NEW MEXICO

Latin American and Iberian Institute MSC02 1690 Albuquerque, New Mexico 87131-0001 U.S.A





Dr. William D. Stanley, Interim Director, Latin American and Iberian Institute Tel. 505-277-2961 Fax: 505-277-5989 E-mail: laiinfo@unm.edu

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

FOR THE PONTIFICIA UNIVERSIDAD JAVERIANA, CALI:

Date

P. Joaquín Sánchez García S.J.

Redtor

Pontificia Universidad Javeriana, Cali

Santiago de Cali, Colombia

Julián A. Garcés

General Secretary

Pontificia Universidad Javeriana, Cali

Santiago de Cali, Colombia

FOR THE UNIVERSITY OF NEW MEXICO

Louis Caldera

President

The University of New Mexico

Albuquerque, NM

Dr. Brian L. Foster

Provost

University of New Mexico

Albuquerque, NM