



Pontificia Universidad
JAVERIANA
Bogotá



THE UNIVERSITY of
NEW MEXICO

**INTERNATIONAL MEMORANDUM OF AGREEMENT
BETWEEN THE PONTIFICIA UNIVERSIDAD JAVERIANA AND
THE UNIVERSITY OF NEW MEXICO**

I. GENERAL CLAUSES

The Pontificia Universidad Javeriana, Bogotá, Colombia, represented by the Vice-president of extension and inter-institutional relations, Luis Fernando Alvarez Londoño S.J., and The Regents of the University of New Mexico, Albuquerque, NM, USA, represented by its Provost and Executive Vice President for Academic Affairs, Chaouki Abdallah, hereby agree to cooperate under the terms described below.

A. Purpose of the Agreement

With the objective of promoting academic cooperation in education and research, and considering that the Parties to the agreement are united by common interests in academic, scientific and cultural affairs, the Parties agree to enter into this Memorandum of Agreement.

B. Modes of Collaboration

Subject to mutual consent, the areas of cooperation shall include any academic program offered at either institution considered of interest to the Parties, and that will contribute to the fostering and development of cooperation initiatives, which include but are not limited to:

1. Exchanges of faculty researchers and staff for short-term and, as funding and other circumstances permit, long-term visits.
2. Student exchange programs implemented with, or without, external funding at the graduate and undergraduate level.
3. Promoting scientific, academic and cultural activities such as short-term courses, seminars, workshops and conferences of mutual interest, and the exchange of publications and other academic material.
4. The design of collaborative research projects, development of formal proposals for funding of such research and participation in international calls for research proposals.
5. Development of joint academic programs.

6. Inter-institutional internship programs.

II. TERMS OF THE AGREEMENT

A. Faculty members and Researchers' Exchange

Exchanges of faculty members and researchers shall be conducted under the following guidelines:

1. The Parties shall — for a duration that should be determined on a case-to-case basis and after mutual agreement — invite faculty members for teaching and/or research visits. The visiting faculty members must have a sufficient command of the language of instruction, if they are invited to teach.
2. Faculty members or researchers are responsible for all visit-related expenses.
3. The Parties may undertake efforts to raise funds from outside sources for the exchange of lecturers and/or researchers.
4. Each faculty and research exchange participant must obtain medical insurance coverage during the exchange period. It is understood that the host institution accepts no responsibility or liability for providing health care services or health care insurance for visiting scholars.
5. Exchange faculty and researchers shall be responsible for obtaining any necessary visas and complying with all immigration laws and regulations of the country of the host institution. The host institution shall cooperate in such efforts, but will not be responsible to assure the granting of any visas, permits or approvals.
6. Any intellectual property that results from faculty visits belongs to the party that employs the faculty member who created the intellectual property.

B. Student Exchange

1. With the objective of granting students from both institutions the opportunity to learn about the culture and academic life of the counterpart, students that are enrolled full time in an academic program offered by either Party may participate in the Student Exchange Program.
2. The responsibility for the selection of participating students in the Exchange Program shall fall upon the home institution and will be carried out according to its norms and regulations concerning academic records and any other established criteria. The home institution will provide the host institution with the list of students that have qualified for the exchange.

3. It is the host institution's prerogative to accept the exchange students presented by the home institution, subject to the exchange seats available.
4. The exchange student must meet the host University's applicable language-proficiency requirement.
5. The student exchange program's duration is for one (1) or two (2) academic semesters, after which the exchange student must return to their home institution.
6. The Parties agree to foster student exchange through tuition and fees waiver at the host institution; said fees will be paid by the exchange student at the home institution.
7. All other costs associated with the exchange, such as traveling and living expenses, accommodation and health insurance will be the exchange student's responsibility. The host institution shall assist exchange students in finding suitable accommodation, but does not guarantee it.
8. Exchange students will be enrolled as full-time non-degree students at the host institution. Therefore, exchange students must take sufficient courses at the host institution to be considered full-time students.
9. The Parties shall make reasonable efforts to involve equal numbers of students from each institution over the term of this agreement. Typically, up to 5 students from each institution will participate in the exchange program each year for one or two academic sessions. The Parties will adjust this number as needed to reach an overall balance of incoming and outgoing students. In assessing balance, one student registering for two academic sessions is equivalent to two students registering for one academic session. Any imbalance in a given semester ideally should be corrected in the subsequent year. If an imbalance continues for more than three consecutive academic terms (including summers), the Party that has received the larger number of incoming students has the option to operate the exchange on a one-way basis until the imbalance is corrected, whereupon it will resume operating on a reciprocal basis as described above.
10. Exchange students will have the same rights and duties as students of the host institution. Therefore, exchange students must abide by all statutes, rules and regulations of the host institution for the duration of the exchange.
11. Students who wish to enroll in a degree program at the host university must have undergone the normal admission procedures of that institution.
12. The student exchange program shall be open to undergraduate and graduate students. This program shall be developed according to the following general guidelines:
 - a. Academic achievements at the host university shall be recognized by the home university according to its standards and procedures.

- b. At the end of the exchange program, the host university will provide each student's transcript to the home institution with the student's consent.
 - c. The undergraduate exchange students at Pontificia Universidad Javeriana should have completed at least two (2) years of study before participating in the program; the undergraduate exchange students at University of New Mexico should have completed at least one (1) year of study before participating in the program.
 - d. The graduate exchange students from both Universities should have completed at least one (1) year of study at the home institution before participating in the program.
13. Exchange students shall be responsible for obtaining any necessary visas and complying with all immigration laws and regulations of the country of the host institution. The host institution shall cooperate in such efforts, but will not be responsible to assure the granting of any visas, permits or approvals.
 14. Exchange students must purchase health and accident insurance and other insurance, as applicable, that meets host-university requirements.

III. ADMINISTRATIVE GUIDELINES

1. The terms of cooperation for each specific activity not contemplated by this Memorandum of Agreement shall be mutually discussed and agreed in a written document signed by both Parties, prior to the initiation of the activity. Such agreements will constitute appendixes to this Memorandum of Agreement and will state the objective, duration, budget, funding sources, activities to be carried out by each Party, conditions concerning intellectual property, and shall be approved by the corresponding authority of each institution.
2. The designated liaison officers for this Memorandum of Agreement are:

For Pontificia Universidad Javeriana

Name: MARIA MARGARITA LOMBANA
Position: Director of International Relations
Address: Cra. 7ª No. 40-62 Edificio Emilio Arango, Piso 6
Telephone: (57 1) 3208320 Ext. 2725
Fax: (57 1) 3208320 Ext. 3908
E-mail: lombana.m@javeriana.edu.co

For The University of New Mexico

Name: DR. PAUL EDMUNDS
Position: Interim Director, UNM Global Education Office
Address: MSC06 3850
Albuquerque, NM 87131-0001 USA
Telephone: 505-277-4032
Fax: 505-277-1867
E-mail: geo@unm.edu

Notification of any changes in liaison officers shall be made in a written document. No amendments to this Memorandum of Agreement are required for that purpose.

IV. MISCELLANEOUS

1. **Intellectual Property:** The Parties agree that the specific agreements of cooperation shall include the necessary provisions for the protection of property rights to inventions, copyright and other intellectual property that result from joint work or collaborative research activities.
2. **Civil Liability:** Neither Party shall be liable for any damage caused by force majeure or acts of God, and particularly by the suspension of academic or administrative activities at either institution. Once these difficulties have been surmounted, activities shall be resumed.
3. **Employment Relationship:** This Memorandum of Agreement is an academic agreement between the Parties. Therefore, this agreement does not create an employment relationship between the home institution and the faculty and researchers of the host institution, or vice versa, nor shall it bind the parties to provide welfare or social security benefits to visiting scholars.
4. **Duration and Amendment:** This Memorandum of Agreement shall remain in force for a period of five (5) years from the date of the last signature with the understanding that it may be terminated by either Party provided that a written notice is given ninety (90) days in advance, unless an earlier termination is mutually agreed upon. Any students who have been accepted at either institution at the date of termination may complete their courses of study in accordance with this agreement. This Memorandum of Agreement may be amended or extended by mutual written consent. In case of termination, the Parties shall take the necessary measures to ensure the conclusion of commenced activities.
5. **Conflict Resolution:** The Parties hereto shall carry out all the activities under this agreement in good faith. In case of disagreement, the Parties agree to make every reasonable effort, with common goals to resolve such dispute directly and willingly, through their designees.


6. **Entire Agreement:** This Memorandum of Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.
7. **Use of marks and emblems:** The parties hereto commit to use the logo for each of them in accordance with each institution's policies and only for the purpose of promoting activities related to this Memorandum of Agreement.
8. **Personal data protection:** In accordance with the laws of each country on protection of personal data, the parties manifest that the personal data provided, for cases in which this is a natural person, or in the case of representatives of a legal entity, will be incorporated to a file / and or database of ownership of each of the parties. The purpose of the processing of the data is for the activities of the present Memorandum of Agreement, as well as the maintenance of the contact on both sides.

In compliance with current regulations, the parties guarantee that they have adopted the technical and organizational measures necessary to maintain the required level of security, in view of the nature of the personal data. In addition, the parties shall not assign or communicate the personal data stored in their files and/or databases to third parties, except in the legally foreseen cases or when necessary for the provision of the service.

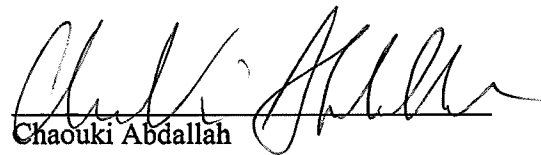
In witness hereof, the Parties hereby affix their signatures to this document in two counterparts.

For Pontificia Universidad Javeriana

For The Regents of the University of New Mexico

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 Luis Fernando Alvarez Londoño S.J.
 Vice-rector of Extension and
 Interinstitutional Relations



 Chaouki Abdallah
 Provost and Executive Vice President for
 Academic Affairs

Sept. 15 de 2014.
 Date

August 25/2014
 Date