



The University of New Mexico



**AGREEMENT OF ACADEMIC AND CULTURAL COOPERATION
BETWEEN THE UNIVERSIDAD CENTROAMERICANA
AND THE UNIVERSITY OF NEW MEXICO**

The Universidad Centroamericana, hereinafter denominated UCA, represented by its Rector, P. Eduardo Valdés Barría, S.J. and its Academic Vicerrector, Dra. Roser Solá Montserrat, and the University of New Mexico, hereinafter designated as UNM, represented by Dr. F. Chris Garcia, President, and by Dr. Brian L. Foster, Provost, are in accordance with this Agreement of Academic and Cultural Cooperation, based on the following considerations:

THE UNIVERSIDAD CENTROAMERICANA DECLARES:

1. **THAT** according to the Organic law issued by Legislative Decree No. 518 of July 23, 1960 ("La Gaceta" No. 184 of August 13, 1960) and Decree No. 503 of July 27, 1961 ("La Gaceta" No. 185 of August 15, 1961), modified through Ministerial Agreement (Statute Reform), published in "La Gaceta" No. 88 of May 14, 1998, it is a public institution with full legal ability to enter contractual agreements; whose main objectives are to promote social development and equality, equalize the distribution of revenues, reduce poverty, and guarantee the protection of the environment for future generations through education, research, and community programs.
2. **THAT** in accordance with the statement above, it is involved in higher education, training of professionals, scientific research, and the study of social problems at a national level.
3. **THAT** it is governed by constitutional regulations and, in order to fulfill its goals, promotes social service above any personal interest.
4. **THAT** it wishes to enter into an agreement of academic and cultural cooperation with the University of New Mexico 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, P. Eduardo Valdés Barría, S.J., Rector of the Universidad Centroamericana, could designate as his representatives the person or persons considered appropriate to carry out the task.

6. **THAT** UCA designates the following address for the effects of the present agreement: Universidad Centroamericana, De la Rotonda Rubén Darío 150 mts. al oeste, Apartado Postal No. 69, Managua, Nicaragua.

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 General Statute, the President is its legal representative.
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 convenios and agreements between academic and administrative units at UNM with 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, NM, 87131-0001, U.S.A.

WHEREAS UCA 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 Nicaragua and the United States of America; therefore UCA 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, or 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, UCA 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 provide notice in writing of its intention at least three months prior to the termination date.

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 academic and cultural knowledge.

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

LA UNIVERSIDAD CENTROAMERICANA

Dirección de Relaciones Internacionales y Proyectos

De la Rotonda Rubén Darío 150 mts. al oeste

Apartado postal no. 69

Managua, Nicaragua

Lic. Kathe Welles Avilés, Directora de Relaciones Internacionales y Proyectos

Tel. 505 - 2786505 Fax: 505 - 2670106 E-mail: riuca@ns.uca.edu.ni

THE UNIVERSITY OF NEW MEXICO

Latin American and Iberian Institute

MSC02 1690

1 University of New Mexico

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 la Universidad Centroamericana

For the University of New Mexico

Eduardo Valdés Barría, S.J.
Rector

Managua, Nicaragua

Date 21 julio 2003

Dr. F. Chris Garcia
Presidente

Albuquerque, NM

Date F. Chris Garcia

Dra. Roser Solá Montserrat
Vicerrectora Académica

Managua, Nicaragua

Date 21 julio 2003

Dr. Brian L. Foster
Provost

Albuquerque, NM

Date 2 July 2003