



THE UNIVERSITY *of*  
NEW MEXICO



UNIVERSIDAD DEL  
CLAUSTRO DE SOR JUANA

**AGREEMENT OF CULTURAL AND ACADEMIC COOPERATION BETWEEN THE UNIVERSIDAD DEL CLAUSTRO DE SOR JUANA, A.C., HEREINAFTER DENOMINATED "UCSJ", REPRESENTED BY ITS PRESIDENT OF THE ASSEMBLY AND GENERAL DIRECTOR, LIC. CARMEN BEATRIZ LÓPEZ PORTILLO ROMANO; AND THE REGENTS OF THE UNIVERSITY OF NEW MEXICO, ON BEHALF OF ITS LATIN AMERICAN AND IBERIAN INSTITUTE, HEREINAFTER "UNM", REPRESENTED BY ITS PROVOST AND EXECUTIVE VICE PRESIDENT FOR ACADEMIC AFFAIRS, DR. CHAOUKI T. ABDALLAH, IN ACCORDANCE WITH THE FOLLOWING STATEMENTS AND CLAUSES:**

**I. THE "UCSJ" DECLARES:**

1. **THAT** it is a civil association, created in accordance with Mexican laws, and as is disposed in the public notary act 79,814, of October 19<sup>th</sup> 1994, attested by Notary Public Number 9 of México, D.F., Lic. José Ángel Villalobos Magaña.
2. **THAT** Lic. Carmen Beatriz López Portillo Romano is currently the President of the Assembly and General Director, in accordance with the notary act mentioned above.
3. **THAT** part of the UCSJ's mission is to foster, inform and promote knowledge, research, teaching, academic services, and in general, cultural activities with the objective of promoting knowledge and culture in Mexico. It is also authorized to enter into agreements and collaborative contracts to receive and give academic or cultural support to institutions and individuals that have aims in common with the Association.

4. **THAT** the UCSJ designates the following address for the effects of the present agreement:

UNIVERSIDAD DEL CLAUSTRO DE SOR JUANA, A.C.  
JOSÉ MARÍA IZAZAGA No. 92  
COLONIA CENTRO HISTÓRICO  
DELEGACIÓN CUAUHTÉMOC  
CÓDIGO POSTAL 06080  
MÉXICO, D.F.  
MÉXICO

## **II. THE REGENTS OF THE “UNM” DECLARE:**

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 Provost/Executive Vice President for Academic Affairs 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 the 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  
801 YALE NE, MSC02 1690  
1 UNIVERSITY OF NEW MEXICO  
ALBUQUERQUE, NEW MEXICO, 87131-0001  
USA

### **III. BOTH PARTIES DECLARE:**

**WHEREAS** both parties 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 México and the United States of America; therefore the UCSJ and UNM set forth the following clauses:

#### **CLAUSE 1: OBJECTIVES**

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, scientific and cultural resources and support services (libraries, laboratories, gymnasium), as those enjoyed by their counterparts at the home institution.

#### **CLAUSE 2: PURPOSES**

To fulfill the objectives of this agreement, the UCSJ 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. Appendices shall be approved at each institution according to the normal procedures governing the types of events proposed herein.

### **CLAUSE 3: RESULTS**

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 through research and joint creative activities.

### **CLAUSE 4: ADDRESSES**

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

#### **FOR THE "UCSJ"**

Universidad del Claustro de Sor Juana  
José María Izazaga 92, Col. Centro  
C.P. 06080 México, D.F.  
MEXICO

Dr. Guillermo Morones Díaz, Coordinator for Cooperation and Academic Exchange  
Tel (52) 5551303355 Fax (52) 5557093814 E-mail: [gmorones@elclauastro.edu.mx](mailto:gmorones@elclauastro.edu.mx)  
<http://www.ucsj.edu.mx/>

#### **FOR THE REGENTS OF THE "UNM"**

Latin American and Iberian Institute  
801 Yale NE, MSC02 1690  
1 University of New Mexico  
Albuquerque, New Mexico 87131-0001  
USA

Dr. Susan B. Tiano, Director, Latin American and Iberian Institute  
Tel. 505-277-2961 Fax: 505-277-5989 E-mail: [stiano@unm.edu](mailto:stiano@unm.edu)  
<http://lail.unm.edu>

## **CLAUSE 5: FINANCING**

The source of financing for each and every one of the actions which result from this agreement will be in accordance with the budget possibilities of each academic institution.

## **CLAUSE 6: TRAVEL EXPENSES**

Both parties agree that transportation and lodging expenses for the personnel involved in the creation of any seminars, round tables, conferences or any other activity derived from the present agreement, will be the responsibility of the individuals or the institution with which they are affiliated.

## **CLAUSE 7: INTELLECTUAL PROPERTY**

Any intellectual property created by both parties in activities pursued under this agreement shall be jointly owned by the parties. Each party shall separately own any intellectual property made solely by its respective faculty, researchers, employees, or students.

It will be stated in all published works related to this agreement that these rights originated within the framework of the current agreement.

Both parties agree to make their best effort to resolve any misunderstanding about intellectual property rights which may result from the fulfillment of this agreement. If it is not possible to resolve any disputes, the parties agree to call on the decision of an ad hoc committee of three (3) members designated by both parties to resolve the issue.

## **CLAUSE 8: PUBLICATIONS**

Should the parties decide to publish the results of any activities which derive from this agreement, they will decide together the conditions under which the publication should be produced. In such cases, the rights of authorship will belong to the party whose personnel carried out the actions which resulted in the publication, giving due recognition to the persons involved in the realization of this work. If the publications resulted from activities of personnel from both parties, both parties will have equal author's rights.

## **CLAUSE 9: CONFIDENTIALITY**

To the extent allowed by their respective state and federal laws, both parties agree to maintain absolute confidentiality with respect to the activities defined by this agreement and to the products derived from it, and of all information related to the development or activities derived from the present agreement while it is in force and after its termination, and to avoid any misuse of the information exchanged by both institutions.



**CLAUSE 10: CIVIL RESPONSIBILITY**

Neither party shall be responsible for any civil damages that could result from any labor-related interruption of academic or administrative activities, nor for any emergency situations resulting from natural disasters or acts of God, which could impede the completion of the current agreement or any of its expected results.

**CLAUSE 11: MODIFICATIONS**

The current agreement may be modified or expanded by agreement of both parties. Such modifications or additions will become effective as of the date the modifications are signed by both parties.

**CLAUSE 12: WORK RELATION**

Both parts agree that the personnel assigned to the execution of activities outlined in this agreement will remain as employees of their home university. In no way shall these individuals be considered personnel of the other party, either on their own or by substitution.

**CLAUSE 13: CESSION OR TRANSFERENCE OF RIGHTS AND OBLIGATIONS**

None of the parties involved may transfer or terminate any rights or obligations included in the present agreement or in any resulting products or publications.

**CLAUSE 14: INTERPRETATION AND CONTROVERSIES**

The present agreement is written in good faith, but in case of any doubt or discrepancy over its content or interpretation, the parties willingly and in common agreement, will name an outside arbitrator who will abide by the law in making any decisions about any controversy which arises.

**CLAUSE 15: TERMINATON**

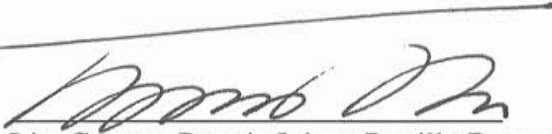
This agreement will become effective upon signing by both parties and shall automatically renew for successive terms of five (5) years each, unless terminated in writing as provided for in this agreement.

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 six (6) months prior to the termination date.



Having read this agreement, both parties being aware of its intentions and contents, sign the agreement in duplicate, two (2) copies in English and two (2) copies in Spanish, all contents being identical and equally valid. Both parties shall retain one copy of each.

**FOR THE "UCSJ":**



Lic. Carmen Beatriz López Portillo Romano  
President of the Assembly and General Director

Date: 15 marzo 2014

**FOR THE REGENTS OF THE "UNM":**



Dr. Chaouki T. Abdallah  
Provost and Executive Vice President for Academic Affairs

Date: Feb 25/2014