Número de Registro: 13751-601-23-VI-03

GENERAL AGREEMENT FOR ACADEMIC, SCIENTIFIC AND CULTURAL COLLABORATION SIGNED BY THE UNIVERSIDAD NACIONAL AUTONOMA DE MEXICO, HEREINAFTER KNOWN AS UNAM, REPRESENTED BY THE RECTOR, JUAN RAMÓN DE LA FUENTE; AND BY THE UNIVERSITY OF NEW MEXICO, HEREINAFTER KNOWN AS UNM, REPRESENTED BY THE PRESIDENT-DESIGNATE, LOUIS CALDERA, ACCORDING TO THE FOLLOWING STATEMENTS AND CLAUSES.

STATEMENTS

UNAM DECLARES:

- I. THAT it is a public corporation decentralized from the Mexican State, with full juridical capacity. Its objectives are to provide higher education to produce professionals, researchers, university professors and technicians useful to society; to organize and carry out research, principally on national problems and conditions, and to extend as much as possible, the benefits of culture, as established by its Organic Law and Article 1st of its General Statute.
- II. THAT Dr. Juan Ramón de la Fuente, as its Rector, is empowered to sign the present Agreement as its representative, according to the provisions contained in Articles 9 of the Organic Law and 30 of the General Statute.
- III. THAT it has the following legal address for the purposes of the agreement: 6° piso de la Torre de Rectoría, Ciudad Universitaria, Coyoacán, C.P. 04510, México, D.F.

UNM DECLARES:

- THAT it is an institution of higher educational established by decree of the territorial legislature in 1889 which provided it with full juridical capacity. That its main responsibilities are to serve the citizens of the State of New Mexico, U.S.A, providing them with educational opportunities at postsecondary and graduate levels; to promote and carry out scientific and humanistic research; to endow, the highest possible number of citizens with adequate knowledge and understanding to become responsible members in a democratic society, and to supply other services which increase the general welfare of the people.
- II. THAT according to its General Statute, the President is its legal representative, who has delegating faculties, in accordance with the General Statute.

- III. THAT Mr. Louis Caldera, President-Designate has the full power and authority of the President of the UNM, Chris Garcia, Ph.D., to sign this instrument.
- IV. THAT it has the following legal address for the purposes of the present agreement: University of New Mexico, 801 Yale N.E., Albuquerque, New Mexico, 87131, U.S.A.

BOTH PARTIES DECLARE:

- I. THAT on October 15, 1990, both institutions signed an agreement with the purpose of extending the benefits of cultures of both countries to the general public, students and faculty of both universities as well as to bilingual and bicultural groups. Within the framework of the 1990 Agreement important academic exchanges, joint research projects, exchanges of audiovisual materials and publications, scientific reunions and advisement in several fields of study were carried out. All the above activities were satisfactory and achieved the intended objectives.
- II. THAT it is their intent to substitute this agreement, extending its objectives and defining the mechanisms for collaboration between the institutions.
- III. THAT according to the objectives and functions given them by society, both institutions consider international development, promotion and support of teaching, research and dissemination of culture to be fundamental objectives.
- IV. THAT having all the requirements above contained in their respective Organic Laws, statutes, applicable labor and academic regulations, the parties agree to sign the present agreement according to the following:

CLAUSES

FIRST: The objective of the present agreements is to establish mechanisms of cooperation between both institutions in teaching, research, and cultural exchanges.

SECOND: To fulfill the above clause, the parties agree to carry out the following actions:

- 1. To exchange academic personnel to strengthen study and research programs,
- 2. To develop and execute joint research projects,
- 3. To exchange scholarships for graduate and post-doctoral studies,
- 4. To exchange students in special programs,
- 5. To exchange bibliographical and audiovisual materials, to have access to data bases and general information related to joint projects.

THIRD: The responsibility to oversee the fulfillment of the present agreement on the part of UNAM is the Oficina de Colaboración Interinstitucional; and for UNM the Latin American Institute.

FOURTH: To develop the activities set forth in the previous clause, the parties shall prepare the specific agreement in each particular case, for the purpose of establishing the limits of obligation that each party will have.

The parties agree that specific agreement shall be developed within the framework of this Agreement.

FIFTH: To adequately develop the proposed activities, the responsible parties mentioned in clause THREE will have the following authority and duties:

- a) To coordinate the development of specific agreement for their respective institutions, and the present them to their counterpart.
- b) To study the agreement present by the counterpart bases on its own standards, academic arrangements and any budget possibilities and to communicate to the counterpart the approved and possible actions.
- c) To follow up actions, to evaluate results, and to write a report of activities to be sent to the institutions.

SIXTH: The number and amount of scholarships will be agreed upon annually according to any budget considerations of each of the parties on the following bases:

- a) Scholarships applications will be subject to the regulations and conditions in force at each university.
- b) The receiving institution will grant registration, scholarship, medical insurance and living expenses defined in the working plan, in accordance with budget possibilities, and to the regulations in force at each institutions.
- c) Payment for international travel for students participating in the exchange will be paid by them or by their institution.
- d) Renewable scholarships will be awarded annually, based on student's programs and performances.

SEVENTH: The exchanges of academic personnel will be put into effect on the following bases:

- a) The sending institution will grant moving expenses.
- b) The receiving institution will grant room and board.
- c) Both parties will grant leave academic personnel according to regulations in force at each university. Also, both parties will agree upon the financing of the necessary emoluments in each case.
- d) The length of the leave for academic personnel will be set by common agreement in accordance with the work plan.

EIGHT: The funding for joint research projects will be agreed on a case by case basis.

NINTH: The institutions agree to designate personnel in charge of the development of each of the projects resulting from this document.

TENTH: The institutions agree that publications generated from the work plan will be development by mutual agreement. Likewise, both institutions stipulate that the will jointly have publications rights under the laws of their respective countries, with the authors of the works.

ELEVENTH: The institutions agree that the person's own university assumes total contractual and labor responsibilities.

TWELVETH: It is clearly stated now that the parties will have no civil responsibility for any damage or injury that might occur as a result of unexpected, fortuitous instances, such as an academic or administrative strike.

THIRTEENT: Unresolved disagreements related to this document will be settled by mutual agreement.

FOURTEENTH: The agreement will be in force at the date signing, will as four years and be extended for periods of equal durations; unless one of their institutions communicates in writing to the other six months in advance of its intentions to terminate the agreement.

The termination of the agreement will no affect be the programs and projects in progress.

The final document is signed in duplicate in English and in Spanish, both original versions, equally valid in the Ciudad de México, Distrito Federal, June 24, 2003.

UNIVERSIDAD NACIONAL AUTONOMA
DE MÉXICO

UNIVERSITY OF NEW MEXICO

JUAN RAMÓN DE LA FUENTE RECTOR LOUIS CALDERA PRESIDENT

WITNESS

BILL RICHARDSON
GOVERNOR
NEW MEXICO STATE