



AGREEMENT OF CULTURAL AND ACADEMIC COOPERATION BETWEEN LA UNIVERSIDAD JOSE VASCONCELOS DE OAXACA, S.C., HEREINAFTER DENOMINATED "UNIVAS", REPRESENTED BY ITS RECTOR, MTRO. JOSÉ RAMÓN RAMÍREZ AND BY LIC. OSWALDO GARCIA CRIOLLO, PRESIDENT OF THE BOARD OF DIRECTORS; AND THE UNIVERSITY OF NEW MEXICO, HEREINAFTER DESIGNATED AS "UNM", REPRESENTED BY MR. DAVID W. HARRIS, ACTING PRESIDENT, AND BY DR. REED DASENBROCK, PROVOST — EXECUTIVE VICE PRESIDENT FOR ACADEMIC AFFAIRS, IN ACCORDANCE WITH THE FOLLOWING STATEMENTS AND CLAUSES:

UNIVAS DECLARES:

- 1. THAT UNIVAS is a private educative institution with full legal standing and autonomy to carry out the functions of teaching, research, and promotion and diffusion of culture, according to the regulations emanating from its constituent act registered under public deed number 5410, June 14, 1994, certified by Lic. Jorge Martínez Gracida y Bribiesca, notary number 51, in the city of Oaxaca de Juárez, Oaxaca.
- 2. THAT under UNIVAS's legal policies and procedures, the Rector, Mtro. José Ramón Ramirez Peña, is authorized to enter into agreements on behalf of UNIVAS and to act as its legal representative, according to public deed number 3295, December 30, 1999, certified by Lic. Aquilino López Mateos, notary number 63, in the city of Oaxaca de Juárez, Oaxaca.
- 3. THAT UNIVAS 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.
- 4. **THAT** in order to carry out and execute the present agreement, Mtro. José Ramón Ramirez, Rector of UNIVAS, may designate as his representatives the person or persons considered appropriate to carry out the task.

5. **THAT** UNIVAS designates the following address for the effects of the present agreement:

Crespo 601 Centro, Oaxaca de Juárez, Oaxaca, México, 68000. Tel. (01951) 514-7090 y 514-4910

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 policy and procedures, the President is authorized to enter into agreements of cooperation with other institutions and organisms 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 fulfillment of <u>convenios</u> and 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, U.S.A.

WHEREAS UNIVAS 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 México and the United States of America; therefore the UNIVAS and UNM set forth the following clauses:

CLAUSE 1. 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 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 UNIVAS 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. 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 in writing 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:

UNIVAS

Crespo 601 Centro, Oaxaca de Juárez,
Oaxaca, México, 68000.
Lic. Gabriela Díaz León, Coordinadora de Asuntos Estudiantiles
Tel. (01951) 514-7090 y 514-4910 E-mail: univas@univas.edu.mx
http://www.univas.edu.mx/

THE UNIVERSITY OF NEW MEXICO

Latin American and Iberian Institute
801 Yale NE, MSC02 1690
1 University of New Mexico
Albuquerque, New Mexico 87131-0001 U.S.A
Dr. Cynthia Radding, Director, Latin American and Iberian Institute
Tel. 505-277-2961 Fax: 505-277-5989 E-mail: cradding@unm.edu
http://laii.unm.edu

This Agreement is signed in duplicate, two (2) in English and two (2) in Spanish, all contents being identical and equally valid, in Toluca, August 4, 2006. Both parties shall retain one copy of each.

FOR UNIVERSITY OF NEW MEXICO

Sr. David W. Harris Acting President

Dr. Reed Dasenbrock
Provost – Executive Vice President
for Academic Affairs

FOR UNIVAS

Lic. José Ramén Ramírez

Lic. Oswaldo García Criollo President Board of Directors

WITNESSES

Dr. Eliseo Torres

Vice President for Student Affairs

Lic. Gabriela Díaz León
Coordinadora de Asuntos Estudiantiles