

CONTRACT REVIEW FORM

Last Revised: 07/01/11

The employee initiating the contract should complete the appropriate sections of this form, and send it with the contract to the appropriate contract review officer for processing (see bottom of form for the location of contract review officers). To the extent the initiating employee does not understand the proposed contract, or is uncomfortable with any of its provisions, he or she should note that information on the Contract Review Form or attach an explanatory memo.

Certificate of University Employee Initiating Contract

Parties to the Contract: The Regents of The University of New Mexico & Universidad Católica de El Salvador

Date: 11.4.20

Short Description: General MOU with CELAC

Contract Term 5 years; auto-renew

Amount: \$0

Contract Owner: Nicole Tami

Title: Executive Dir, Global Ed. Initiatives Phone: 7-1476

Except as indicated in any attached memorandum: I have read this contract entirely, understand all its provisions, believe that it meets programmatic and UNM mission requirements, believe that it represents a good deal for the University, defines measurable deliverables, and take responsibility for complying with the terms of the contract. The document is internally consistent and clear. I am also satisfied with the description of the University's obligations and with the description of any goods or services to be provided by or to the University. Any risk management concerns have been reasonably addressed. A memorandum_____is^x_____is not attached. To the extent the contract requires an outlay of funds, the funds are available. I either have the authority to obligate the funds or have attached approval from someone who does.

Compliance with this contract will require the cooperation of, or otherwise impact on, the following departments or positions.

Comments: The UNM Center for English Language & American Culture (CELAC)

Name: Paul Edmunds

Title: Director

Dept: CELAC

Nov 4, 2020



/Director

Date/Signature/Position

Dean (Academic) or Director (Staff) Certificate (if above party is not a Dean or Director)

I concur with the above certification.

Nov 4, 2020

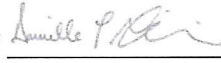


Date/Signature

Executive Director, Global Education Initiatives

Contract Review Officer Review

I have reviewed this contract and it does not contain any legally prohibited provisions, includes all legally or administratively required provisions, is basically consistent and clear, and is not otherwise objectionable on legal or administrative grounds, to the best of my knowledge and abilities. I have indicated below any other reviews necessary prior to the execution of this contract.

Nov 4, 2020,  / Dir, Int'l Collaboration & Innovation
 Date Signature (Danielle L. Gilliam)

Recommend additional review by:

- By University Counsel
- By Controller
- By other:

The contract is reviewed to ensure it complies with generally accepted accounting principles; will not result in unallowable expenditures under federal and state regulations or University policy; and is not otherwise unallowable with respect to fund group, account number, or other existing Controller's or Budget expenditure or receipt requirements.

Review Performed By:

_____/_____/_____
 Date/Signature/Position

Comments:

Other Reviews Recommended:

By: _____ For: _____

Review Performed By:

_____/_____/_____
 Date/Signature/Position

Other Reviews Recommended:

By: _____ For: _____

Review Performed By:

_____/_____/_____
 Date/Signature/Position

Location	Types of Contracts Reviewed
Purchasing	Contracts for the purchase of goods/services
Office of Research Services	Sponsored project contracts for main campus
Faculty Contracts Office	Faculty contracts
University Counsel's Office	All contracts
Health Sciences Center Counsel's Office/Risk Management Office	All Health Sciences Center contracts

**General Cooperation Agreement between
The Center for English Language & American Culture
at The University of New Mexico, Albuquerque, NM, USA and
Universidad Católica de El Salvador, El Salvador**

The parties to this Agreement are the Regents of the University of New Mexico specifically through its Center for English Language & American Culture (CELAC) and Universidad Católica de El Salvador.

Whereas, the parties believe that international understanding, educational opportunities for their students, and professional opportunities for their faculty and staff would be enhanced by this Agreement; and
Whereas, the parties are linked by common academic and cultural interests; and
Whereas, the purpose of this Agreement is to establish a framework for cooperation between the parties.

Now, therefore, the parties agree as follows:

1. Types of Cooperation

- 1.1 The parties are willing in principle to cooperate on various activities, such as:
 - a. Hosting of short-term English and non-degree study abroad/guest students;
 - b. Mentoring and support for non-degree guest students;
 - c. Collaborative research, courses, conferences, seminars, symposia, and lectures;
 - d. Non-degree certificate and/or joint certificate programs;
 - e. Exchange of publications, reports, and other academic information;
 - f. Reciprocal exchange of students, faculty, and staff;
 - g. Collaborative professional development;
 - h. Cultural projects;
 - i. Enrollment of degree-seeking students;
 - j. Language Instruction; and
 - k. Other activities as mutually agreed.

- 1.2 This Agreement shall be identified as the parent document of any specific program agreement between the parties. Each type of cooperation shall proceed according to the terms and conditions of a specific program agreement. Each specific program agreement shall memorialize all the commitments made by each party **and shall not become effective until it has been reduced to writing, approved, and signed by the parties' duly authorized representatives.**

- 1.3 The scope of activities under this Agreement shall be determined by the funds regularly available at both institutions for the collaboration described in each specific program agreement, and by the related funds obtained by either institution from external sources. Each institution shall be responsible for all expenses

incurred by its employees under this Agreement, except as may be stipulated in any specific program agreement.

2. Term, Renewal, Amendment, Termination, and Dispute Resolution

- 2.1 This Agreement shall become effective for an initial term of five years from the date of the last signature by the parties' duly authorized representatives and shall automatically renew for successive five-year terms unless terminated as provided below.
- 2.2 This Agreement may be amended and/or modified in a writing signed by the parties' duly authorized representatives.
- 2.3 Either party may terminate this Agreement by giving the other party at least 180 days' written notice, but any students who have been accepted at either university at the date of termination may complete their courses of study, and any collaborative project in progress at the date of termination may be completed as specified in the pertinent specific program agreement. Termination shall be without penalty.
- 2.4 This Agreement is signed in good faith and in accordance with the administrative rules and procedures governing each party. Therefore, any dispute that may arise concerning its interpretation and implementation will be resolved amicably through negotiations.
- 2.5 This document memorializes the parties' entire agreement.

3. Counterparts by Facsimile or Email. This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

4. Notices. All notices required hereunder shall be in writing and delivered by a duly authorized representative of the party giving the notice and sent by email transmission to the following addresses. Either party may change its email address for notice purposes by providing prior written notice to the other party. Any notice sent by email shall be deemed to have been delivered at the time of confirmation of receipt.



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 1-505-277-4032; e-mail: geo@unm.edu
<http://geo.unm.edu/>



Director, Internationalization Department
 Universidad Católica de El Salvador
 By Pass a Metapán y calle antigua a San Salvador,
 Santa Ana, El Salvador
 (503) 7678 6247; e-mail:
vilma.duke@catolica.edu.sv

The Regents of the University of New Mexico

Nicole Tami

Nicole Tami, Executive Director for Global
 Education Initiatives
 Date: Nov 4, 2020

Rector de la Universidad Católica de El Salvador

Miguel Ángel Morán Aquino

Miguel Ángel Morán Aquino, Rector
 Date: Nov 6, 2020



Paul Edmunds

Paul Edmunds (Nov 4, 2020 13:38 MST)

Paul Edmunds, Director
 Center for English Language & American Culture
 Date: Nov 4, 2020

Larissa Monterrosa

Larissa Monterrosa, Director
 Graduate School
 Date: Nov 6, 2020












General Cooperation MOU - UNM & UNICAES

Final Audit Report

2020-11-04

Created:	2020-11-04
By:	Danielle Gilliam (dgilliam@unm.edu)
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"General Cooperation MOU - UNM & UNICAES" History

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