

GENERAL COOPERATION AGREEMENT BETWEEN THE UNIVERSITY OF NEW MEXICO, ALBUQUERQUE, NM, USA, HEREAFTER "THE UNIVERSITY OF NEW MEXICO", REPRESENTED BY ITS PRESIDENT ROBERT G. FRANK, AND THE UNIVERSIDAD DE OCCIDENTE, HEREAFTER "THE U DE O", REPRESENTED BY ITS RECTOR *M.C. GUILLERMO AARON SANCHEZ*, HEREAFTER "THE PARTIES," IN ACCORDANCE WITH THE FOLLOWING STATEMENTS AND CLAUSES:

STATEMENTS

"THE U DE O" declares:

- I.1. That in accordance with its Charter, published in the Official Gazette of "The State of Sinaloa" on August 10, 2001, "THE U DE O" is a state agency with legal capacity and its own assets, which is located in Los Mochis, Ahome, Sinaloa. It may establish branch campuses in various parts of the State in accordance with the need for education services.
- I.2. That its purpose is the following:
 - a. To impart undergraduate higher education, with academic freedom; to undertake scientific research at the technician, bachelor, master, doctoral, and terminal levels, in various formal and informal modes; to offer continuing education courses and specialization courses in order to train outstanding technicians, associate professionals, practitioners, researchers, and highly qualified teachers.
 - b. To conduct high-level scientific, humanistic, and technological research tailored mainly to the problems and needs of the State of Sinaloa and the country.
- I.3. That for the required fulfillment of its purposes, it has the following functions:
 - a. To organize itself as it deems appropriate for the efficient operation of its activities, within the general guidelines established its Organic Law.
 - b. To plan, program, develop, monitor, and evaluate the results of its teaching, research, outreach, and dissemination of culture, and its administrative support.
- I.4. That pursuant to Article 21 of the Organic Law of the Universidad de Occidente, the Rector is the legal representative of the same, with the powers and obligations under Article 25 of that Law.
- I.5. M.C. Guillermo Aaron Sánchez was appointed Rector of the Universidad de Occidente by Dr. Francisco C. Frias Castro, Minister of Education and Culture of the State of Sinaloa and Chairman of the Board of the Universidad de Occidente.
- I.6. He voluntarily executes this instrument to carry out the purpose set forth in the first clause of this instrument; and,
- I.7. His legal and fiscal domicile is Avenida Gabriel Leyva No.169 Sur, Colonia Centro, C.P. 81200, Los Mochis, Sinaloa.

"THE UNIVERSITY OF NEW MEXICO" declares:

- II.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.
- II.2. **THAT** according to UNM's policy and procedures, the President is authorized to enter into agreements of cooperation with other institutions of higher education.

The "PARTIES" declare:

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

CLAUSES

1. Types of Cooperation

- 1.1 The parties are willing in principle to cooperate on various activities, such as:
 - a. Establishment of diploma partnerships (double diplomas or joint diplomas);
 - b. Hosting of short-term study abroad students;
 - c. Collaborative research, courses, conferences, seminars, symposia, and lectures;
 - d. Exchange of publications, reports, and other academic information;
 - e. Reciprocal exchange of students and faculty;
 - f. Collaborative professional development;
 - g. Cultural projects;
 - h. Enrollment of degree-seeking students; and
 - i. 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 alumni and faculty 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. The parties shall sign four (4) originals of this Agreement, two (2) in English and two (2) in Spanish. Each party shall retain one original in each language. Any conflict between the English and Spanish versions will be resolved through an interpreter fluent in both languages who shall be chosen by the Parties.

3. 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 by the addressee.

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Academic Vice Chancellor
Universidad de Occidente
Av. Gabriel Leyva 169 Sur
Colonia Centro, Los Mochis
Sinaloa, Mexico
668-816-10-50; ruben.felix@udo.mx
www.udo.mx

The Parties, having read and understood the content and scope of each clause of this agreement, and indicating that there is no malice, bad faith, or any other reason that would vitiate their consent, hereby sign this agreement in quadruplicate on the 18 day of February, 2015.

UNIVERSIDAD DE OCCIDENTE

M.C. GUILLERMO AARÓN SÁNCHEZ
RECTOR

UNIVERSITY OF NEW MEXICO

ROBERT G. FRANK
PRESIDENT

General Cooperation Agmt U Occidente