



The University of New Mexico



UNIVERSIDAD
DEL PACIFICO

CHILE

AGREEMENT OF CULTURAL AND ACADEMIC COOPERATION BETWEEN UNIVERSIDAD DEL PACIFICO, HEREINAFTER DENOMINATED "UPA", REPRESENTED BY ITS RECTOR, MR. JULIO ORTUZAR PRADO; AND THE UNIVERSITY OF NEW MEXICO, HEREINAFTER DESIGNATED AS "UNM", REPRESENTED BY MR. DAVID W. HARRIS, ACTING PRESIDENT, AND BY DR. REED DASENBROCK, PROVOST – VICE PRESIDENT FOR ACADEMIC AFFAIRS, IN ACCORDANCE WITH THE FOLLOWING STATEMENTS AND CLAUSES:

THE UNIVERSIDAD DEL PACIFICO DECLARES:

1. THAT it is a private corporation that is recognized by the State of the Chilean Republic, and is registered in file C N° 51 of the 31st of January, 1990, with the Ministry of Education Registry of Universities, and that the statutes that regulate it are recorded in the Minutes of Constitution and Statutes of said University, recorded by Public Announcement, dated the 30th of January, 1990, in the presence of Notary Public of Santiago, Mr. Manuel Correa Valenzuela, and modified through Public Announcement, dated the 26th of December, 1995, in the presence of Notary Public, Mr. Kamel Saquel Zaror.
2. THAT in accordance with the statement above, the UPA is involved in higher education, training of professionals, scientific research, and the study of social problems at a national level.
3. THAT the UPA is governed by constitutional regulations and, in order to fulfill its goals, promotes social service above any personal interest.
4. THAT the UPA 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.
5. THAT in order to carry out and execute the present agreement, Mr. Julio Ortúzar Prado, Rector of the UPA, may designate as his representatives the person or persons considered appropriate to carry out the task.
6. THAT the UPA designates the following address for the effects of the present agreement:



Universidad del Pacífico
Avenida Las Condes 11.121
Las Condes
Santiago
Chile

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 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 convenios 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 the UPA 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 Chile and the United States of America; therefore the UPA 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 UPA 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.

CLAUSE 5. The present Agreement has the character of protocol of intention, and therefore, it does not imply legal, financial, commercial, tributary, administrative or any other kind of liabilities for the parties involved, as the activities described above shall be executed by means of specific agreements.

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

LA UNIVERSIDAD DEL PACIFICO

Office of International Relations

Avenida Las Condes 11.121, Las Condes, Santiago city, Chile

John Cowell Girardi, Director of International Relations

Tel.: (562) 366 5369 Fax: (562) 366 5217 E-mail: jcowell@upacifico.cl

<http://www.upacifico.cl>

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>



The University of New Mexico



UNIVERSIDAD DEL PACIFICO

CHILE

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

FOR LA UNIVERSIDAD DEL PACÍFICO:

Julio Ortúzar Prado
Rector

Date: _____

FOR THE UNIVERSITY OF NEW MEXICO:

Mr. David W. Harris
Acting President

Date: 8/9/06

Dr. Reed Dasenbrock
Provost - Vice President for
Academic Affairs

Date: 7 AUGUST 06