THE UNIVERSITY OF NEW MINES OF ALREAD AND MARKET STREET



AGREEMENT OF CULTURAL AND ACADEMIC COOPERATION BETWEEN THE UNIVERSIDAD PRIVADA BOLIVIANA, A PRIVATE INSTITUTION, HEREINAFTER DENOMINATED UPB, REPRESENTED BY DR. MANUEL G. OLAVE, RECTOR; AND THE UNIVERSITY OF NEW MEXICO, HEREINAFTER DESIGNATED AS UNM FOR THE PURPOSES OF THE PRESENT AGREEMENT, REPRESENTED BY DR. WILLIAM C. GORDON, PRESIDENT, AND BY DR. BRIAN L. FOSTER, PROVOST, IN ACCORDANCE WITH THE FOLLOWING STATEMENTS AND CLAUSES:

THE UNIVERSIDAD PRIVADA BOLIVIANA DECLARES:

- 1. THAT according to the Bolivian law issued by "Resoluciones Supremas 206306 / 19.07.1989 and 212348 / 02.04.1993", and "Resolución Prefectural 12.05.1996", the UPB is a non profit educational organization with full legal ability to enter contractual agreements; one of its main objectives is to provide opportunities for cultural development at a post-secondary level for the people on behalf of the State.
- 2. **THAT** in accordance with the statement above, the UPB is involved in higher education, training of professionals, scientific research, and the study of social problems at a national level.
- 3. **THAT** UPB is governed by bylaws and, in order to fulfill its goals, promotes social service above any personal interest.
- 4. THAT UPB 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, Dr. Manuel G. Olave, Rector de la UPB, could designate as his representatives the person or persons considered appropriate to carry out the task.

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 General Statute, the President is its legal representative.
- 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. 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, The University of New Mexico, 801 Yale NE, Albuquerque, NM 87131-1016. U.S.A.

WHEREAS the UPB 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 these two institutions wish to expand the bases for friendship and cooperative educational exchanges between Bolivia and the United States of America, therefore, the UPB and UNM set forth the following clauses of agreement: wish to initiate exchanges covering all academic areas of common interest and to increase friendship and educational cooperation between both universities; therefore they set forth the following clauses of agreement:

CLAUSE 1. The purposes of this general agreement 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 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 UPB 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.

The specific details for the proposed activities will be defined in an appendix that will become a part of this general agreement upon signing by the appropriate authorities at both institutions. 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 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:

UNIVERSIDAD PRIVADA BOLIVIANA

Km. 6.5 camino antiguo a Quillacollo

Cochabamba, Bolivia Tel: (591-4) 268287

Fax: (591-4) 268288

Email: molave@upb.edu

THE UNIVERSITY OF NEW MEXICO

Latin American and Iberian Institute

801 Yale, NE

Albuquerque, New Mexico 87131-1016 U.S.A

Dr. Gilbert W. Merkx, Director, Latin American and Iberian Institute

Tel. 505-277-2961

Fax: 505-277-5989

E-mail: Merkx@unm.edu

This Agreement is signed in duplicate and in both English and Spanish versions:

FOR LA UNIVERSIDAD PRIVADA BOLIVIANA

Dr. Manuel G. Olave

Date

Rector

Universidad Privada Boliviana

Cochabamba, Bolivia

FOR THE UNIVERSITY OF NEW MEXICO

Dr. William C. Gordon

Dr. Brian L. Foster

Date

President

The University of New Mexico

Albuquerque, NM

Di. Bilan L. Foster

Provost

The University of New Mexico

Albuquerque, NM