AGREEMENT OF CULTURAL, SCIENTIFIC AND ACADEMIC COOPERATION BETWEEN, THE UNIVERSIDAD REGIONAL DEL SURESTE, HEREINAFTER DENOMINATED "URSE", REPRESENTED BY DR. ALFREDO JIMÉNEZ OROZCO, RECTOR AND THE UNIVERSITY OF NEW MEXICO, HEREINAFTER DESIGNATED AS "UNM" REPRESENTED BY DR. WILLIAM C. GORDON, PRESIDENT, AND BY DR. BRIAN L. FOSTER, PROVOST, IN ACCORDANCE WITH THE FOLLOWING STATEMENTS AND CLAUSES:

THE UNIVERSIDAD REGIONAL DEL SURESTE DECLARES:

- 1. **THAT** it is a legally established private institution, in accordance with Mexican laws, in accordance with its organizational act No.17596 of August 17, 1977 and notarial endorsement No.3883 of July 9, 1980, whose purpose is to provide higher education at a secondary and post-secondary level.
- 2. THAT its mission is to offer educational services to the vanguard who generate scientific and humanistic knowledge at the post-secondary and graduate level, with competitive degree offerings and an administrative team and professors devoted to contributing the development of our state and our country.
- 3. THAT its legal representative is Dr. Alfredo Jiménez Orozco, who is the president of the Board of Directors and President of the university, in accordance with Act 16,201 of the general ordinary assembly of the associated members, which was signed September 24, 1999, and certified by notary public No.31, which gives him the right to sign this agreement
- 4. THAT the university wishes to enter into an Agreement of Academic and Cultural Cooperation with the University of New Mexico by means of the Latin American and Iberian Institute under the terms and conditions established in the clauses of the present agreement.
- THAT in order to carry out and execute the present agreement, Dr. Alfredo Jiménez Orozco, Rector of the Universidad Regional del Sureste, may designate as his representatives the person or persons considered appropriate to carry out the task.
- 6. The URSE designates the following address for the effects of the present agreement: Campus Alemán, Prolongación 20 de Noviembre SIN, Colonia Miguel Alemán, Oaxaca de Juárez, Oax; C.P. 68 120, México.

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 URSE 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 Mexico and the United States of America; therefore the URSE and UNM set forth the following clauses:

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 "URSE" 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:

- Scope of each institution's responsibilities regarding agreed upon activities.
 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. In case of the termination of this agreement, both parties shall take measures necessary to avoid harming their own, as well as third party interests with the understanding that any actions already initiated shall be followed through to their conclusion.

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. It is expressly agreed that neither party shall be held legally responsible for damage or harm caused by unforeseeable events or acts of nature.

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

LA UNIVERSIDAD REGIONAL DEL SURESTE

Prolongación 20 de Noviembre s/n

Colonia Miguel Alemán

C.P. 68 120

Oaxaca, Oax., México

Lic. Claudia Patricia Reyes Sanchez, Directora General de Asuntos Estudiantiles

Tel. (52) 51 4-63-18 Fax: (52) 51 4-14-10 E-mail: urse@ozu.es

THE UNIVERSITY OF NEW MEXICO

Latin American and Iberian Institute

801 Yale, NE

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

FOR LA UNIVERSIDAD DEL SURESTE

Dr. William D. Stanley, Interim Director, Latin American and Iberian Institute

Tel. 505-277-2961

Fax: 505-277-5989

E-mail: wstanley@unm.edu

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

Dr. Affredo Jiménez Orozco
Rector

Arq. Thelma Neri Caballero
Directora General de Asuntos
Académicos.

FOR THE UNIVERSITY OF NEW MEXICO

Dr. William C. Gordon
Date

Prevident

Dr. Brian L. Foster

Provost

Lic. Claudia Patricia Reyes
Fecha
Sanchez
Directora General de Asuntos
Estudiantiles

Directora General de Asuntos

Estudiantiles

Dr. Brian L. Foster
Date
Provost