



## AGREEMENT OF CULTURAL AND ACADEMIC COOPERATION

**BETWEEN THE UNIVERSIDADE DE SÃO PAULO, BRAZIL, HEREINAFTER DENOMINATED "USP", REPRESENTED BY ITS RECTOR, *PROF. JOÃO GRANDINO RODAS*, AND BY ITS VICE RECTOR FOR INTERNATIONAL COOPERATION, *PROF. ADNEI MELGES DE ANDRADE*, AND THE REGENTS OF THE UNIVERSITY OF NEW MEXICO, ON BEHALF OF ITS LATIN AMERICAN AND IBERIAN INSTITUTE HEREINAFTER DENOMINATED "UNM", REPRESENTED BY *DR. DAVID J. SCHMIDLY*, PRESIDENT, AND BY *DR. CHAOUKI T. ABDALLAH*, INTERIM PROVOST AND EXECUTIVE VICE PRESIDENT FOR ACADEMIC AFFAIRS, IN ACCORDANCE WITH THE FOLLOWING STATEMENTS AND CLAUSES:**

### **THE UNIVERSIDAD DE SÃO PAULO DECLARES:**

1. **THAT** according to the decree nº6283, of 25 January, 1934, **USP** is a public institution 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 **USP** is involved in higher education, training of professionals, scientific research, and the study of social problems at a national level.
3. **THAT** the **USP** is governed by constitutional regulations and, in order to fulfill its goals, promotes social service above any personal interest.
4. **THAT** the **USP** wishes to enter into an agreement of academic and cultural cooperation with the University of New Mexico through its Latin American and Iberian Institute 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, **João Grandino RODAS**, Rector of the **USP**, may designate as his representatives the person or persons considered appropriate to carry out the task.
6. **THAT** the **USP** designates the following address for the effects of the present agreement:  
Universidade de São Paulo  
Comissão de Cooperação Internacional  
Rua do Anfiteatro, 197 (Cidade Universitária)  
05508-060 – São Paulo, SP  
Brazil

**THE REGENTS OF THE UNIVERSITY OF NEW MEXICO DECLARE:**

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  
USA

**WHEREAS** the USP 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 Brasil and the United States of America; therefore the USP 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 USP 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 and its conditions shall be executed following this Agreement and shall be considered as integral part of 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. Appendices shall be approved at each institution according to the normal procedures governing the types of events proposed herein.

**CLAUSE 3.** 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 4.** This agreement will become effective upon signing by both parties and shall be renewed for successive terms of five (5) years each, if it is the will of both parties, unless terminated in writing as provided for in this agreement.

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 six (6) months prior to the termination date.

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

**FOR UNIVERSIDADE DE SÃO PAULO**

Comissão de Cooperação Internacional  
Rua da Praça do Relógio, 109 – Cidade Universitária  
São Paulo, SP 05508-060  
Brazil

Prof. Adnei Melges de Andrade, Executive Vice Rector for International Cooperation  
Tel.(+55-11) 3091-8502 Fax: (+55-11) E-mail:  
<http://>

**FOR THE REGENTS OF 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  
USA

Dr. Susan B. Tiano, Director, Latin American and Iberian Institute  
Tel. 505-277-2961 Fax: 505-277-5989 E-mail: [stiano@unm.edu](mailto:stiano@unm.edu)  
<http://lail.unm.edu>

This Agreement is signed in duplicate in four (4) copies, two (2) in English and two (2) in Portuguese, all contents being identical and equally valid. Both parties shall retain one copy of each.

**FOR UNIVERSIDADE DE  
SÃO PAULO**

  
**Prof. Dr. João Grandino Rodas**  
Rector  
Por Delegação do M. Reitor  
Art. 42 do Estatuto da USP  
HELIO NOGUEIRA DA CRUZ  
Vice-Reitor


Date:

  
**Prof. Dr. Adnei Melges de Andrade**  
Vice Rector  
for International Cooperation


Date:

Por Delegação do M. Reitor  
Portaria GR 4790/10  
Adnei Melges de Andrade  
Vice-Reitor Executivo de Relações Internacionais

**FOR THE REGENTS OF THE  
UNIVERSITY OF NEW MEXICO**

  
**Dr. David J. Schmidly**  
President

Date:

  
**Dr. Chaouki T. Abdallah**  
Interim Provost and Executive  
Vice President for Academic Affairs

Date:

Feb 13/2012