



The University of New Mexico



AGREEMENT OF CULTURAL AND ACADEMIC COOPERATION BETWEEN THE UNIVERSIDAD TECNOLÓGICA EQUINOCCIAL, A PRIVATE INSTITUTION, HEREINAFTER DENOMINATED UTE, REPRESENTED BY DR. ALVARO TRUEBA BARAHONA, RECTOR, AND BY SEÑOR LICENCIADO RAMIRO ALVILA PAREDES, GENERAL SECRETARY; AND THE UNIVERSITY OF NEW MEXICO, HEREINAFTER DESIGNATED AS UNM, REPRESENTED BY LOUIS CALDERA, PRESIDENT, AND BY DR. BRIAN L. FOSTER, PROVOST, IN ACCORDANCE WITH THE FOLLOWING STATEMENTS AND CLAUSES:

THE UNIVERSIDAD TECNOLÓGICA EQUINOCCIAL DECLARES:

1. **THAT** according Law No. 19 published in the Official Registry No. 377, dated February 18, 1986, the UTE is a private institution with full legal ability to enter contractual agreements.
2. **THAT** in accordance with the statement above, the UTE is involved in higher education, training of professionals, scientific research, and the study of social problems at a national level.
3. **THAT** the UTE 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.
4. **THAT** in order to carry out and execute the present agreement, Dr. Alvaro Trueba Barahona, Rector of the UTE, may designate as his representatives the person or persons considered appropriate to carry out the task.
5. **THAT** the UTE designates the following address for the effects of the present agreement:

Universidad Tecnológica Equinoccial
Burgeois N34-102 y Rumipamba
Quito, Ecuador

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 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** it 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 UTE 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 Ecuador and the United States of America,

THEREFORE:

The UTE and UNM set forth the following clauses:

CLAUSE 1. The purposes of this general agreement include, but are not limited to the following:

1. Exchange of teaching and research personnel.

2. Exchange of students.
3. Development of joint research projects.
4. Organization of joint academic and scientific activities such as courses, conferences, seminars, symposia and lectures.
5. Exchange of publications and other materials of common interest.
6. Exchange in social, cultural and development 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 UTE 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 TECNOLÓGICA EQUINOCCIAL

Burgeois N34-102 y Rumipamba

Quito, Ecuador

Sr. Lic. Ramiro Avila Paredes, Secretaria General

Tel. 245-3010/245-3015/245-3016 x 121 and 122

Fax: 244-2288 Cell: 099-813-170 E-mail: reavila@ute.edu.ec

<http://ute.edu.ec/>

THE UNIVERSITY OF NEW MEXICO

Latin American and Iberian Institute

801 Yale NE, MSC02 1690

Albuquerque, New Mexico 87131-0001 U.S.A.

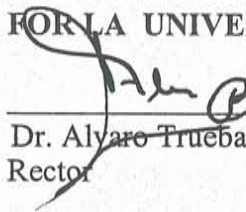
Dr. Cynthia Radding, Director, Latin American and Iberian Institute

Tel. 505-277-2961 Fax: 505-277-5989 E-mail: radding@laii.unm.edu

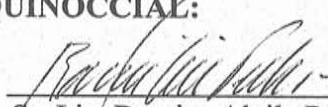
<http://laii.unm.edu>

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

FOR LA UNIVERSIDAD TECNOLÓGICA EQUINOCCIAL:


Dr. Alvaro Trueba Barahona
Rector




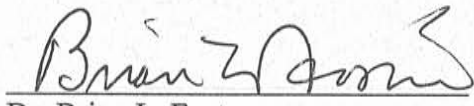

Sr. Lic. Ramiro Alvila Paredes
General Secretary

Date: 23-VIII-04

Date: 23-VIII-04

FOR THE UNIVERSITY OF NEW MEXICO:


Louis Caldera
President


Dr. Brian L. Foster
Provost

Date: Aug 6, 2004

Date: 20 July 2004