

MEMORANDUM OF UNDERSTANDING SUBSCRIBED BY WESTERN NEW MEXICO UNIVERSITY, SILVER CITY, NEW MEXICO, UNITED STATES, IN THE SUCCESSIVE CALL "WNMU", REPRESENTED BY DR. JOSEPH SHEPARD, IN HIS CAPACITY OF PRESIDENT AND LEGAL REPRESENTATIVE, AND UNIVERSIDAD TECNOLÓGICA DE CHIHUAHUA, CHIHUAHUA, MÉXICO, IN THE SUCCESSIVE CALL "UTCH" REPRESENTED BY M.A. HERIBERTO FLORES GUTIERREZ, IN HIS CAPACITY OF RECTOR AND LEGAL REPRESENTATIVE. THEREFORE, THE TERM "UNIVERSITIES" WILL BE USED WHEN BOTH PARTS ARE REFERENCED SIMULTANEOUSLY. THIS MEMORANDUM OF UNDERSTANDING SHALL BE IDENTIFIED AS THE "AGREEMENT", WHICH WILL BE CARRIED OUT UNDER THE FOLLOWING STATEMENTS AND CLAUSES:

### STATEMENTS

I.- **WESTERN NEW MEXICO UNIVERSITY**, hereinafter referred to as "**WNMU**" declares:

- A. That it is a public non-profit educational institution of higher education in the State of New Mexico, founded in February 11, 1893. Overall responsibility for the university resides in an autonomous Board of Regents appointed by the Governor of the State and confirmed by the State Senate. The Board delegates authority for the internal management of the institution to the President. The mission of WNMU is to serve the people of New Mexico through education, research and online education, and public service, with special emphasis on preserving the state's multi-cultural heritage, protecting its environment, and fostering its economic development in an interdependent world.
- B. That President **Dr. Joseph Shepard** or his designee, Vice President for External Affairs **Dr. Magdaleno Manzanárez**, is empowered to sign the present Agreement on behalf of the Board of Regents of Western New Mexico University
- C. That for the purpose of the present agreement the following address should be used: 1000 W College Ave, Silver City, NM 88062, Division of External Affairs, Western New Mexico University, Silver City, NM 88062, telephone number 575 538 6620 and fax number 575 538 6284; e-mail address [Imelda.Olague@wnmu.edu](mailto:Imelda.Olague@wnmu.edu) and website address <http://wnmu.edu/admin/extaff/>.

II. **UNIVERSIDAD TECNOLÓGICA DE CHIHUAHUA**, hereinafter referred to as "**UTCH**", declares:

- A. That it was created by decree number 496/00 II P.O. of the Honorable Congress of the State of Chihuahua, published in the Official Newspaper of the State No.43, on May 27, 2000, in accordance with article 64, section XLI of the Political Constitution

of the State of Chihuahua, decree by means of which the Law of the Technological University of Chihuahua was issued.

- B. Its main purpose is to provide Higher Technical Education, to train professionals who will be called Advanced University Technician, as well as Associate Professional, in continuing education programs for their graduates and for those of other institutions of Higher Education that impart the same educational type, which allows students to reach the academic level of degree, with skills and scientific and technological knowledge that contribute to the creative solution of problems, with a sense of innovation and the application of scientific and technological advances.
- C. That M.A. HERIBERTO FLORES GUTIÉRREZ, was appointed as RECTOR of the UNIVERSIDAD TECNOLÓGICA DE CHIHUAHUA by the Constitutional Governor of the State LIC. JAVIER CORRAL JURADO, by appointment granted on October 14, 2016, being duly registered in the Registry of Appointees of Public Servants of the Ministry of Finance, under Registration 15, Page 15, Book Five, and intervenes in the celebration of this instrument based on the provisions of section X of article 13 of the Law of the Universidad Tecnológica de Chihuahua.
- D. That for the purposes of this agreement it indicates as legal address, the one located in Ave. Montes Americanos # 9501, Sector 35 of the City of Chihuahua, Chihuahua.

### III. BOTH PARTIES DECLARE:

That according to their nature and objectives, "WNMU" and "UTCH" recognize that this "Agreement" allows their educational mission to be strengthened, so they subscribe to it under the following:

#### CLAUSES:

**FIRST:** The purpose of this "Agreement" is to promote collaboration between the two universities and promote the compromise and cooperation among the members of its departments, institutes, and research centers contemplated in this "Agreement". "THE PARTIES" undertake to carry out the following general forms of cooperation:

- a) Exchange of university professors and students for studies and research.
- b) Research and joint publications.
- c) Exchange of academics for participation in conferences, colloquia, symposia and exchange of experiences.



d) Exchange of information in areas of common interest by the two universities.

**SECOND:** For the development of the activities indicated in the previous one, "THE PARTIES" will jointly elaborate **Specific Collaboration Agreements** for each concrete case, in order to delimit the scope of the commitments that each of them will have.

**THIRD:** "THE PARTIES" agree that the **Specific Collaboration Agreements** will be adjusted to the points established in the following areas and under the following titles:

- **EXCHANGE OF STUDENTS AND ACADEMIC STAFF:** The exchange of students and academic staff will be carried out in accordance with the regulations of each institution, established for that purpose and in accordance with the agreements established between both parties.
- **RESPONSIBLE:** Each institution will designate a person responsible for carrying out the program agreed upon in this agreement.
- **FINANCING:** For the development of the work program each party will establish the financial resources with which each party will contribute, indicating the sources and the financial availability. The finances will be subject to the regulations of each institution and to the laws of each country.
- **LABOR RELATIONSHIP:** "THE PARTIES" agree that the personnel contributed by each one of them for the realization of this "Agreement", shall be understood to be exclusively related to the one that used it, each of them shall assume its responsibility for this concept, and in no case shall they be considered therefore, solidarity or substitute patterns.
- **INTELLECTUAL PROPERTY:** Publications of different types (articles, pamphlets, etc.) as well as the co-productions and dissemination of these that will be generated by virtue of this instrument, will be carried out by mutual agreement. Likewise, "THE PARTIES" stipulate that they will benefit from each other's copyrights in both Mexico and the US. It is expressly understood that "THE PARTIES" may use the results obtained in the activities covered by this instrument in their academic tasks.
- **COPYRIGHT:** The copyright, in the sense of ownership, will be transferred to the Party whose staff has done the work to publish, giving due recognition to those who have collaborated in the execution of said work.
- **CONFIDENTIALITY:** In cases where it is necessary both parties must maintain confidentiality with respect to the activities to which they are subject in this "Agreement".

- **CIVIL RESPONSIBILITY:** It is expressly agreed that "THE PARTIES" will not have civil liability for damages that may be caused as a result of unforeseeable circumstances or force majeure, particularly due to the stoppage of academic or administrative work, on the understanding that once these events have been overcome, the activities will be resumed in the form and terms determined by "THE PARTIES".

**FOURTH:** Likewise, for the implementation of this "Agreement" those responsible will be on behalf of the "UTCH", the Rector M.A. Heriberto Flores Gutiérrez, and for "WNMU", Dr. Magdaleno Manzanárez, Vice President of External Affairs.

For purposes of coordinating this "Agreement", "THE PARTIES" designate the following officers as liaisons:

**WESTERN NEW MEXICO UNIVERSITY**

**Name:** Dr. Magdaleno Manzanárez, Vicepresidente de Asuntos Externos

**Address:** 1000 W College Ave, Silver City, NM 88062,

**Phone:** 575-538-6620

**E-mail:** olaguei@wnmu.edu

**UNIVERSIDAD TECNOLÓGICA DE CHIHUAHUA**

**Name:** Lic. Arturo Chretin Castillo, Director de Vinculación

**Address:** Av. Montes Americanos 9501, sector 35 CP.31216, Chihuahua, Chih., México

**Phone:** 4322000 ext. 1132

**Email:** [achretin@utch.edu.mx](mailto:achretin@utch.edu.mx)

Any change of official contact information must be notified in writing without the need to modify this "Agreement"

**FIFTH: TERM OF CONVENTION AND MODIFICATIONS:** This "Agreement" will be valid for five (5) years, counted from the date of its signature, and may be renewed, after evaluation of the results, by written agreement of "THE PARTIES". This "Agreement" may be terminated in advance by any of the "Parties" by written notice to the other party 30 days prior to the date of early termination.

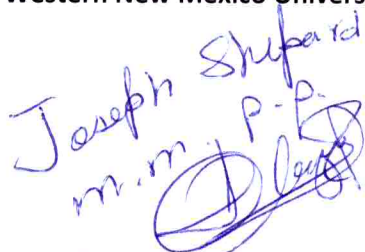
**SIXTH: INTERPRETATION AND DISPUTES:** This "Agreement" is the product of good faith, as a result of which the conflicts that will come to present in their interpretation, formalization and compliance, will be resolved by common agreement by "THE PARTIES".

IN WITNESS WHEREOF, the present instrument was read and understood by "THE PARTIES" and they agree in its content and scope, therefore, they sign it in duplicate in

Initials \_\_\_\_\_

English and Spanish, both versions being equally valid, on the eighth day of the month of August of 2018 in the City of Chihuahua, Chih., México.

For  
**Western New Mexico University**



**Dr. Joseph Shepard**

Presidente

Date August 8, 2018

For  
**Universidad Tecnológica de Chihuahua**

**M.A. Heriberto Flores Gutiérrez**

Rector

Date \_\_\_\_\_