

MEMORANDUM OF UNDERSTANDING  
Between The University and the UNM Retiree Association

This Memorandum of Understanding ("Memorandum") is entered into by and between the Regents of the University of New Mexico ("University") through the Provost and Executive Vice President for Academic Affairs ("Provost") and the UNM Retiree Association ("Association"), an affiliated organization of the University of New Mexico created to serve the interests of retirees from UNM and provide experience and counsel to the University.

WHEREAS:

- A. The Association is recognized by the University of New Mexico Board of Regents;
- B. The Association's function of communicating with and on behalf of persons who have retired from UNM is one that UNM desires to support and encourage;
- C. The Association desires to periodically assemble groups of its members and to effectively communicate with them in a timely and professional manner;
- D. The Provost is able and willing to provide office and meeting space as well as staff support to the Association;
- E. As the Association wishes to represent all UNM Retirees and their ideas to the UNM Board of Regents and the UNM Administration, the Association acknowledges that it is subject to, and accountable for, all Federal and State laws and for compliance with all University policies and procedures as stated in the Board of Regents Policy Manual and the University Business Policy and Procedures Manual.
- F. The Association agrees to operate according to its Bylaws which have been reviewed and found acceptable by the University.

THEREFORE, in consideration of the public benefit to be served, the parties agree as follows:

- A. The Provost or his designee will have responsibility for the day-to-day oversight and management of this Memorandum and serve as liaison for the Association on matters of assignment of staff and space allocation.
- B. A staff person of the Provost, presently identified as an Administrative Officer, shall provide part-time support to the Association in carrying out its day to day operations, such as website management, scheduling and communication functions.

## SEPARATE LEGAL ENTITIES

The Association and University are separate legal entities. Neither party has the right or power to control, act as the agent for, or bind the other, except as provided in this Memorandum. The parties agree to share information as required to further the purpose of this Memorandum.

## INSURANCE

The Association acknowledges that University is not providing any liability insurance to the Association as an independent entity.

## LIABILITY

As between the parties, each party acknowledges that it will be responsible for claims or damages arising from personal injury or damage to persons or property to the extent they result from negligence of the party's employees. The liability of UNM will be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1 et. Seq. NMSA 1978, as amended. In the event of liability under this Memorandum for breach of contract, neither party shall be liable to the other for consequential damages.

## FINANCIAL INDEPENDENCE

Any exchange of, or provision of, financial resources between the University and the Association shall be pursuant to this Memorandum, or otherwise bargained for in an arms-length fashion. Neither party explicitly by virtue of this Memorandum or by virtue of the relationship established and reflected herein assumes any responsibilities for the debts, liabilities, obligations or responsibilities of the other party.

## THIRD PARTIES

Nothing in this Memorandum, express or implied, is intended to confer any rights, remedies, claims or interests upon a person not a party to this Memorandum.

## SUBCONTRACT OR DELEGATION

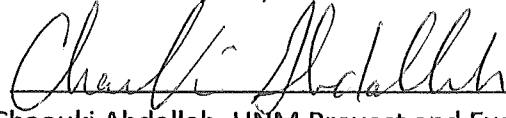
Neither party may subcontract or delegate its responsibilities under this Memorandum in whole or in part without the written consent of the other party.

RENEWAL OF THIS MEMORANDUM OF UNDERSTANDING

This memorandum automatically renews unless one part provides notice to the other within thirty (30) days in advance of the renewal date. This Memorandum is revised and renewed upon being fully signed by these parties each acting as official University and UNM Retiree Association representatives respectively.

This Agreement was approved at a regular meeting of the Board of the UNM Retiree Association held on Tuesday, February 25, 2014.

By:  Date: 25 Feb. 2014  
Donald W. Duszynski, UNM Retiree Association President

By:  Date: 15 April 2014  
Chaouki Abdallah, UNM Provost and Executive Vice President for Academic Affairs

This Agreement was approved at a regular meeting of the Board of Regents held on (date) March 10, 2014.

By:  Date: 4-15-14  
Jack Fortner, President of the UNM Board of Regents