

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into and made effective as of December 31, 2012 (the “Effective Date”) by and among the Regents of the University of New Mexico-Main Campus (“UNM-Main”), and the Regents of the University of New Mexico -Taos Campus (“UNM-Taos”). UNM-Main and UNM-Taos are referred to individually in this MOU as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, employees of UNM-Main frequently visit UNM-Taos on University business; and,

WHEREAS, employees of UNM-Taos frequently visit UNM-Main on University business; and,

WHEREAS, the Parties wish to enter into this MOU to ensure that employees of UNM-Main and UNM-Taos are afforded equal parking privileges on the other’s campus,

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Representations. UNM-Main and UNM-Taos represent and warrant that the statements contained in the above Recitals are true and accurate and hereby incorporate them into the terms of this MOU.
2. Agreements. By this MOU, the Parties agree that:
 - a. Any employee of UNM-Taos whose vehicle displays a valid parking permit may park in any parking lot at UNM-Main; and,
 - b. Any employee of UNM-Main whose vehicle displays a valid parking permit may park in any parking lot at UNM-Taos.
3. Term/Termination. This MOU shall be effective as of the Effective Date and shall expire one year from this Effective Date. Either Party may terminate this MOU at any time, for any reason, upon five (5) business days’ written notice to the other Party.
4. Indemnification. The Parties unconditionally agree to indemnify, save and hold harmless each other, their employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by a Party, or its employees, agents, or assignees pursuant to the terms of this Agreement.
5. Limitation of Liability. The liability of both UNM-Main and UNM-Taos hereunder shall be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-41-1 et seq., NMSA 1978, as amended.
6. Choice of Law. Any dispute related to the interpretation, breach or performance of this MOU will be governed by the laws of the State of Texas.

7. Counterparts. This MOU may be executed in one or more counterparts, including facsimile counterparts, each of which shall be a fully binding and enforceable contract and agreement against the party signing such counterpart, but all such counterparts shall together constitute but one agreement.

8. Entire Agreement. This MOU contains the full and complete understanding and agreement among the Parties relating to the subject matter hereof and supersedes all prior and contemporary understandings and agreements, whether oral or written, relating to such subject matter.

9. Amendments. This MOU may be amended, upon mutual agreement of the Parties, by written agreement executed by each of the Parties.

IN WITNESS WHEREOF, the Parties have executed this MOU intending to be legally bound as of the Effective Date.

UNM-Main	UNM-Taos
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____