

**Memorandum of Understanding
between
Northern New Mexico College
and
the Entrepreneurial Institute of Northern New Mexico**

PARTIES AND PURPOSE

Parties. This Memorandum of Understanding (MOU) is hereby entered into by and between the Northern New Mexico College (NNMC) and the Entrepreneurial Institute of Northern NM (EINNM), hereinafter jointly referred to as the “Parties” and individually as a “Party.”

“EINNM” is a nonprofit organization in New Mexico (NM) under the fiscal agency of Innovate+Educate NM (a 501c3 nonprofit located in Santa Fe, NM). The mission of EINNM is to promote and advance work and programs that ensure economic prosperity (including workforce, health, and wellness) across Northern New Mexico regions.

Purpose. The purpose of this MOU is to confirm the basic principles and guidelines under which the parties agree to cooperate in the enhancement and expansion of NNMC’s Hospitality and Restaurant Management programs and building out meaningful collaboration between these programs and EINNM. The parties recognize that their partnership will build public awareness of NNMC’s and EINNM’s programs.

ROLES AND RESPONSIBILITIES

The Parties, being fully aware and informed, agree to, or otherwise authorize their respective representatives to execute the following terms and conditions.

COLLEGE AGREES TO:

Pursuant to this MOU, NNMC agrees to collaborate with EINNM to provide opportunities to be engaged with the enhancement and expansion of NNMC’s Hospitality and Restaurant Management program. Additionally, NNMC will:

- Schedule regular meetings with EINNM leadership team (Chef Fernando Ruiz, Ralph Martinez, and Jamai Blivin) to discuss NNMC’s Hospitality and Restaurant Management program enhancement and expansion;
- Provide access to NNMC curriculum in the Hospitality and Restaurant Management programs for EINNM to review and collaborate with NNMC;
- Provide opportunities for Chef Ruiz and others to guest lecture in the Hospitality and Restaurant program;

- Encourage prospective students to enroll in the programs and to seek career pathways in Hospitality and Restaurant Management;
- Publicize the project identified herein (elevating the collaboration between parties);
- Agree to publicize EINNM as a collaborative partner of NNMC as appropriate;
- Be solely responsible for all aspects of NNMC's Hospitality and Restaurant Management programs.

EINNM LEADERSHIP TEAM AGREES TO:

Pursuant to this MOU, EINNM agrees to collaborate with NNMC in planning and execution of this initiative by:

- Nominate Chef Fernando Ruiz to be a member of the external advisory committee of the NNMC's Hospitality and Restaurant Management curriculum and participate in regular meetings with NNMC representatives to discuss program enhancement and expansion;
- Chef Fernando Ruiz will review NNMC's Hospitality and Restaurant Management curriculum as requested by NNMC;
- Chef Fernando Ruiz will serve as a guest lecture as well as interact with the program depending on his availability (request are asked to be at least three weeks in advance and in writing (email is fine);
- Identify and assist with introductions of other speakers or other program participants, who in the opinion of Chef Fernando Ruiz, would be valuable to the project herein.
- Publicize the project identified herein via the EINNM communication venues;
- When available, create opportunities for NNMC student mentorship, apprenticeship, or internship opportunities;
- Provide updates monthly on EINNM and its progress;
- When available, identify NNMC or other events for showcasing Chef Ruiz's talent highlighting his participation in NNMC's Hospitality and Restaurant Management program.

FUNDING

No funds are obligated under this MOU. Each Party shall bear the full costs it incurs in performing, managing, and administering its responsibilities under this MOU. Activities carried out by each Party in support of this collaboration are to be funded by the respective parties. Nothing contained herein is intended to prohibit either party from seeking and awarding funding available under any other program.

If consulting is requested by NNMC to EINNM to include speaking engagements, cooking, marketing, or other events, Innovate+Educate will consider funding these activities.

WARRANTIES

Neither NNMC nor EINNM makes any express or implied warranty as to any matter arising under this Agreement.

RELEASE OF LIABILITY

Parties agree that neither party shall be liable to the other for losses, damages (including attorney's fees, court costs, and consequential damages), detention, delay, or failure to perform in whole or in part resulting from causes beyond its control, including but not limited to acts of God, acts or omissions, inability to obtain supplies or meet the requirements of this Agreement. Each party agrees that it will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other party and the results thereof. Each party therefore agrees that it will assume all risk and liability to itself, its agents or employees for any injury to persons or property resulting in any manner from the conduct of its own operations and the operations of its agents or employees under this Agreement, and for any loss, cost, or damage caused thereby during the performance of this Agreement.

The parties understand and agree that this MOU does not confer any additional legal rights, duties, or obligations on either party outside of those outlined in this MOU.

MOU ADMINISTRATION

Term and Termination. This MOU will be in effect at the time of the signing until June 30, 2024. It can be renewed annually with both parties in agreement. If a Party terminates the MOU prior to this date, the terminating party must serve written notice to the other party at least 30 days prior to the termination. In the case of mutual consent of the Parties to this MOU, no notice is required.

MANAGEMENT POINTS OF CONTACT

College Management Point of Contact. NNMC designates the following individual to serve as the management Point of Contact for NNMC with regard to all matters under this MOU:

Ivan Lopez Hurtado, PhD
Provost and Vice President for Academic Affairs
Associate Professor, College of Engineering and Technology
Ph: (505) 747-2225 (Office)
Ph: (505) 692-4348 (Cell)
ilopez@nnmc.edu

or

Denise Montoya, PhD
Chief of Staff/Vice President for Finance and Administration
Ph: (505) 747-2143 (Office)
Ph: (505) 690-7013 (Cell)
Denise.Montoya@nnmc.edu

NNMC may change the individual designated as the management Point of Contact for NNMC upon seven (7) days written notice to EINNM Leadership Team of such change.

EINNM Point of Contact. EINNM designates the following individual to serve as the management Point of Contact with regard to all matters under this MOU:

Jamai Blivin, Chief Executive Officer
Entrepreneurial Institute of Northern NM (EINNM)
Ph: (505) 629-7071 (Cell)
Jamai.blivin@innovate-educate.org


EINNM may change the individual designated as the management Point of Contact for Chef Ruiz upon seven (7) days written notice to NNMC.

GENERAL PROVISIONS

Nothing in this MOU is intended to supersede current law or regulation. If a term of this MOU is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this MOU shall remain in full force and effect. This MOU in no way restricts either Party from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.

SIGNATURES

APPROVED and AGREED by:



Hector Balderas,
President, NNMC

9-14-2023

Date



Jamai Blivin, President, EINNM

August 31, 2023

Date