



**Specific Agreement for Exchanges Between
The University of New Mexico, Albuquerque, NM, USA and
The American University of Beirut, Beirut, Lebanon**

This Agreement is made as of January 8, 2016 (the “Effective Date”) by and between:

- 1- **The University of New Mexico**, an institution of higher education established by decree by the Territorial Legislature in 1889 with full legal standing, and

First Party

- 2- **The American University of Beirut**, chartered by the Education Department of the State of New York in the United States of America, operating in Lebanon and recognized by the Ministry of Education in Lebanon, represented for the purpose of this MOU by its Provost.

Second Party

Both parties are referred to individually as a Party, and collectively as the Parties.

Whereas the University of New Mexico and the American University of Beirut recognize the value of educational exchanges, they have therefore agreed to coordinate together in what is related to the exchange program, all in accordance with the terms and provisions of this Agreement.

1. Definitions.

- a. “Home Institution” means the institution from which the student intends to graduate, or where the faculty is employed.
- b. “Host Institution” means the institution that receives exchange students or faculty from the Home Institution.
- c. “Academic Session” means a semester, session, or academic year as it is applied in the Host Institution.

2. Purpose. The purpose of this Agreement is to establish educational relations and cooperation between the Parties that will promote academic linkages and mutual understanding. This Agreement covers:

- a. Student exchanges, which are intended to allow enrollment of the Home Institution’s student in courses offered by the Host Institution for academic credit, and that will be validated and accounted for by the student’s Home Institution.
- b. Faculty exchanges, which are intended to promote collaboration.

3. Responsibilities of the Parties. The Parties agree:

- a. To take all reasonable measures to implement this Agreement as permitted by available funding and personnel.
- b. To accept and enroll selected students from the Home Institution (the “Selected Students”), according to the provisions of Section 6 below, as full-time, "non-award" or “non-degree–status” students, for the duration of their exchange.
- c. To communicate with each other on a timely basis about, e.g., course availability, enrollment limitations and restrictions, any applicable fees, etc.
- d. To send completed exchange applications to the Host Institution at least twelve (12) weeks before the beginning of the Academic Session. The Host Institution will solely determine whether to admit students applying to the exchange.
- e. To verify that students have sufficient funds for their exchange.

- f. To give exchange students, during the period of their exchange, access to the same academic resources and support services available to all students at the Host Institution.
 - g. To provide the Selected Student's transcripts to the Home Institution with the student's consent.
 - h. To make reasonable efforts to involve equal numbers of students from each Party over the period of this Agreement.
 - i. For the Home Institution to determine the academic credit to be granted to a Selected Student for the courses passed in the Host Institution.
- 4. Responsibilities of Students.** Students must:
- a. Obtain the Home Institution's prior approval for the selected courses at the Host Institution.
 - b. Meet the Host Institution's language-proficiency requirement.
 - c. Obtain a copy of their transcript from the Host institution and submit it to their Home Institution on a timely basis.
 - d. Comply with the Host Institution's applicable rules and procedures.
 - e. Meet all immigration and visa requirements of the Host Institution's country, on a timely basis and for the duration of the exchange.
 - f. Comply with all applicable laws of the country of the Host Institution.
- 5. Numbers.** The Parties shall make reasonable efforts to involve in the exchange, equal numbers of Selected Students from each Party over the term of this Agreement. Up to 2 (two) Selected Students from each Party will participate in the exchange program each year, for one or two Academic Sessions. The Parties will adjust this number as needed to reach an overall balance of incoming and outgoing Selected Students. While assessing the flow of Selected Students between the Parties, one Selected Student registering for two academic sessions in the Host Institution is equivalent to two Selected Students registering for one academic session in the Host Institution. Any imbalance in a given Academic Session ideally should be corrected in the subsequent year. If an imbalance continues for more than three consecutive Academic Sessions, including summers, the Party that has received the larger number of incoming students has the option to operate the exchange on a one-way basis until the imbalance is corrected, whereupon it will resume operating on a reciprocal basis as described above.
- 6. Selection and Enrollment of Students.** The Home Institution will nominate high-achieving students as exchange applicants. Subject to the approval of the Host Institution, undergraduate, graduate and post-graduate students may participate if:
- a. they have completed at least one academic year of study at their Home Institution;
 - b. they will be enrolled at their Home and Host Institution for the full period of the exchange; and
 - c. they have met the Host Institution Admissions Requirements.
- 7. Financial Responsibilities of Host Institutions.** The Host Institution will provide the following to the Selected Students:
- a. Waiver of Host Institution tuition;
 - b. Free Orientation Program; and
 - c. Access to student services normally available to the Host Institution's students.
- 8. Financial Responsibilities of Selected Students.**
- a. Home Institution tuition and fees;
 - b. Round-trip travel costs including passport, visa, etc.;
 - c. Books, class materials, supplies, etc.;
 - d. Any Host Institution special course fees, laboratory fees, or recreation fees;
 - e. Living expenses (accommodation, food, transportation, personal expenses, tourism, etc.);
 - f. Administrative fees applicable to all incoming international students; and
 - g. Health and accident insurance in compliance with Host Institution requirements.
- 9. Accommodation.** Incoming Selected Students may apply to live in the Host Institution's on-campus housing, but room availability is not guaranteed. Therefore, the Host Institution will make good faith

efforts as needed to help the Selected Students obtain off-campus accommodation within reasonable proximity. The Host Institution will provide all necessary information about housing options and application procedures with each Selected Student's notice of admission.

- 10. Faculty Exchanges.** The Parties agree, in principle, to exchanges of faculty. The details will be negotiated in advance and will be governed by both Parties' rules and policies. The Parties are not responsible for any arrangements made by Faculty exchange participants with respect to living expenses including accommodation and transportation etc.
- 11. Program Review.** The Parties will evaluate the exchange program at least every two years to make any needed changes and to explore new opportunities for collaboration.
- 12. Direct Enrollment.** Students in the Home Institution may apply for direct enrollment at the Host Institution through the regular admission process and must pay all required tuition, fees, and other applicable costs. This Agreement does not apply to direct-enrollment students.
- 13. Term, Renewal, Amendment, Termination, and Dispute Resolution.**
 - a. This Agreement shall become effective as of the Effective Date for an initial term of five (5) years (the "Initial Term"), and shall automatically be renewed for a successive five-year term (the "Renewal Term") unless terminated as provided below.
 - b. This Agreement may not be amended except by an instrument in writing signed by the duly authorized representatives of each party.
 - c. Either party may terminate this Agreement by giving the other party at least 180 days' prior written notice, but any student who has been accepted at either institution at the date of termination may complete his or her course of study in accordance with this Agreement. Termination shall be without penalty.
 - d. This Agreement is signed in good faith and in accordance with the administrative rules and procedures governing each Party. Therefore, any dispute that may arise concerning its interpretation and implementation will be resolved amicably through negotiations.
 - e. Each party certifies and represents that it has the full capacity and authority and all necessary consents to enter into and perform this Agreement. Each Party also certifies that the individuals signing below are duly authorized to execute and deliver this Agreement on behalf of the respective Party and that this Agreement is binding upon both Parties in accordance with its terms.
 - f. No Party's right or obligations under this Agreement may be assigned and/or assumed by any other person without the written consent of the other party.
 - g. Each Party shall protect the confidentiality of Selected Students records as dictated by the Family Educational Rights and Privacy Act (FERPA) and shall release no information except as permitted or required by applicable laws.
- 14. Notices.** All notices required hereunder shall be in writing, signed by a duly authorized representative of the Party giving the notice and sent by email transmission, fax or by registered courier to the following addresses. Either Party may change its email address for notice purposes by providing prior written notice to the other party. Any notice sent by email transmission shall be deemed to have been delivered at the time of confirmation of receipt by the addressee.


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This document memorializes the parties' entire agreement. The parties shall sign two (2) originals of this Agreement. Each party shall retain one original.

The Regents of the University of New Mexico

American University of Beirut



Chaouki Abdallah, Provost and Executive Vice
President for Academic Affairs



Mohamad Harajli, Interim Provost

2015-UNM-Exchange-AUB