Memorandum of Understanding ("Agreement") executed by the The Regents of The University of New Mexico, Albuquerque New Mexico "UNM" represented by James Holloway, and the Comisión México-Estados Unidos para el Intercambio Educativo y Cultural (COMEXUS) represented by Hazel Blackmore.

REPRESENTATIONS

- I. That James Holloway is the Provost and Executive Vice President for Academic Affairs for The University of New Mexico, which offers graduate programs leading to masters' and Ph.D. degrees in numerous fields of research (excluding professional degrees), and which is located at 1 University of New Mexico, MSC06 3850, Albuquerque, New Mexico 87131, U.S.A.
- II. That Hazel Blackmore is the Executive Director of "COMEXUS", whose mission is to promote the bilateral understanding between the United States and Mexico through educational and cultural exchange and that administers the Fulbright-Garcia Robles Grants; with Federal Taxpayers' Number CME9011279M0 and with address at Berlin 18, 2° Piso, Col. Juarez, Mexico, D.F., C.P. 06600.

CONSIDERATIONS

That UNM agrees to offer instate tuition through its Amigo Scholarship Program for all Fulbright-García Robles graduate students formally admitted in one of its master's or Ph.D. programs. UNM will further extend this offer to all Fulbright-García Robles scholars who come to UNM, including as parttime, non-degree students, under the Binational Business Program described in a Memorandum of Agreement fully executed on July 17, 2017 (appendix A).

The parties may promote the collaboration specified in this Memorandum of Understanding and the availability of related financing for students to conduct Ph.D. degree studies. COMEXUS will also publicize among the grantees information regarding masters' degrees in any of the disciplines offered by UNM.

The parties have agreed to participate jointly under the terms specified in the following:

CLAUSES

One – Acceptance

The parties accept to collaborate according to the collaboration proposals expressed in this Memorandum of Understanding.

Two – Validity

This Memorandum of Understanding shall be valid until any of the parties decides to withdraw its collaboration following the process outlined in clause six (6)-Term and Termination.

Three – Collaboration Proposal

The parties commit themselves to collaborate according to the following conditions:

The University of New Mexico commits to:

- 1. Provide instate tuition through its Amigo Scholarship Program to all Fulbright Garcia Robles grantees formally admitted into a graduate program and for part-time scholars in the Binational Business Program (appendix A) at The University of New Mexico-Albuquerque. The in-state tuition waiver will apply for the duration of the graduate program for a degree seeking student. Binational Business Program scholars will receive the in-state tuition waiver for one academic year during their active participation in the program.
- 2. Waive the UNM International Admissions graduate application fee.
- 4. Provide the same services for these students as it does for all other degree-seeking students in the Graduate School.
- 5. In the event that a student in the course of their study does not meet the academic requirements of the Amigo Scholarship program, UNM reserves the right to discontinue the Amigo Scholarship per its normal procedures for all Amigo Scholarship recipients. In the event that a student does not perform satisfactorily in her or his program **UNM** reserves the right to dismiss the student from the program. **UNM** will inform **COMEXUS** of this decision and the two will determine what to do with any remaining funds in keeping with the policies of UNM and the J. William Fulbright Scholarship Board.

COMEXUS commits to:

- 1. Carry out its selection of grant holders under the excellence and quality criteria which characterize Fulbright-Garcia Robles grant holders.
- 2. Those students selected shall receive a grant in the amount of up to \$25,000 American dollars for one academic year (12 months for Ph.D.) which shall be renewable for up to a third year for a Ph.D. degree. In the event a "COMEXUS" grantee receives supplementary funding from UNM or another source and that funding exceeds the amount required for tuition and subsistence expenditures, "COMEXUS" shall adjust the amount of funding the grantee receives from "COMEXUS" to only the amount required for tuition and subsistence as required by Mexican law.
- 3. Notwithstanding the final amount of the grant offered by "**COMEXUS**" and as part of the benefits received by the Fulbright-Garcia Robles grant holders, the holder or holders shall receive a Fulbright medical insurance in the amount up to \$100,000.00 American dollars.
- 4. Make the selected holders aware of **UNM's** programs and the existence of this agreement.
- 5. Perform the placement/management at institution, fiscal management, monitoring/visa sponsorship, and all other administration of the participation of the holder or holders as Fulbright grantees who choose any of **UNM's** eligible programs. The holder or holders may choose any of the graduate programs offered by UNM. Grantees will inform the parties involved in this agreement about the general process and the results of the admission process at **UNM** for the program they select.
- 7. Inform the parties about the academic development of the holder or holders.
- 8. If the grant holder does not fulfill the academic and other requirements set forth by "**COMEXUS**" during his/her studies, the parties shall be timely informed so that they jointly agree what to do with the economical support subject matter and always in line with the Policies of the J. William Fulbright Foreign Scholarship Board.

The funds of "COMEXUS**" are up to **\$25,000 USD** and will not change, unless the "**COMEXUS**" Board of Directors offers a different mandate.

Important Notes:

The selection of a holder under this agreement will follow the policies of the J. William Fulbright Foreign Scholarship Board in the sense that they will participate in an open competition that recognizes academic, artistic, and professional excellence; encourages diversity across disciplines and professions; permits holders from diverse backgrounds to develop their careers; and have an approval of the Board.

The performance by a party of any of its obligations under this Memorandum of Understanding is subject to compliance with and may be limited by applicable law. If any of the eligibility requirements pertinent to this agreement are deemed to be unlawful, **The University of New Mexico** shall work with COMEXUS to fulfill the objectives of the agreement consistent with the law.

Four – Programs to be supported

The degree-seeking students benefitted by this agreement shall be able to choose to take a Master's or Ph.D. Degree in any of the stipulated programs given at **The University of New Mexico**.

Five - Publicity and others

Each party may truthfully publicize the salient terms of this collaboration agreement as deemed appropriate by such party.

Six – Term and Termination

This Agreement shall become effective for an initial term of five years from the date of the last signature by the parties' duly authorized representatives and shall automatically renew for successive five-year terms unless terminated as provided below.

This Agreement may be amended and/or modified in a writing signed by the parties' duly authorized representatives.

Either party may terminate this Agreement by giving the other party at least 180 days' written notice, but any students who have been accepted at UNM before the date of termination may complete their program of study or Binational Business program with the support described in part three of this agreement. Termination shall be without penalty.

Executed by the duly authorized representatives of the parties, effective as of the last signature date.

The Regents of the University of New

Mexico

Nicole Tami Executive Director, Global Education Initiatives The University of New Mexico

Comisión México-Estados Unidos para el Intercambio Educativo y Cultural

Renee Gonzalez de la Lama Director of Programs COMEXUS

Date: 07/07/2021

Date: 07/07/2021

Paul Hollewap

James Holloway Provost & Executive Vice President for Academic Affairs The University of New Mexico

Date: 7/08/2021

Hazel Blackmore Executive Director Comisión México-Estados Unidos para el Intercambio Educativo y Cultural

Date: 07/07/2021