

Cooperation Agreement
between
UNIVERSITY OF NEW MEXICO (Albuquerque, New Mexico, USA)
and
AKITA INTERNATIONAL UNIVERSITY (Akita, Japan)

UNIVERSITY OF NEW MEXICO (UNM), represented by Reed Way Dasenbrock, Vice President for Academic Affairs and Provost, and Akita International University (AIU), represented by Dr. Mineo Nakajima, President, hereby agree to enter into an Agreement governing the cooperation between the two universities.

Article 1: OBJECTIVES

The purpose of the Agreement is the pursuit of collaborative activities aimed at developing intellectual capital and preparing global citizenry among students and faculty of our two institutions, within the framework laid out hereinafter.

Article 2: CONTENTS AND SCOPE

The scope of the Agreement covers only the exchange of students, however, if desired by both parties, may also involve the exchange of faculty and staff, collaborative research, and development and offering of training programs, workshops, and conferences.

Article 3: DEFINITIONS

‘Exchange students’ shall mean home university students studying at the host university under the condition of cross-waiver of tuition, admission, and registration fees (refer to Article 9, below). ‘Single-semester students’ are students enrolled for just one semester (one-half academic year). ‘Full-year students’ are students enrolled for a full academic year (two semesters). One single-semester student in one university shall be equal to one single-semester student in the other. ‘Exchange faculty and staff’ shall mean AIU full-time employees temporarily based at UNM or UNM full-time employees temporarily based at AIU. ‘Home university’ shall mean the university where the student is originally enrolled and intends to graduate or where faculty/staff are employed on a full-time, non-temporary basis. ‘Host university’ shall mean the university where the student is temporally enrolled as a exchange student or where faculty and staff have short-term, visiting status and are engaged in teaching, research, training or other academic or administrative activities.

Article 4: WINTER AND SUMMER PROGRAMS

UNM students who enter AIU during Fall term are eligible to attend the Winter session at AIU. The Winter session at AIU is equivalent to half of Fall or Spring semesters, for purposes of calculation of student flows. AIU's Summer Program is usually for a period of only about one month, and is designed primarily for students wishing to study Japanese language only. Although UNM students will have access to this Program, the fees and other conditions will be separate from this Agreement. AIU students can enroll for summer classes at UNM, however, the tuition-waiver agreement and other conditions of the exchange agreement will not be in effect for summer courses.

Article 5: EXCHANGE OF STUDENTS

The maximum number of students each university may send annually is eight (8) 'single semester students' or four (4) 'full-year students.' An attempt will be made to maintain a balance of incoming and outgoing exchange participants each year. However, should an imbalance occur in any given year, it will be corrected by an adjustment within the following three years.

Approval is required from the host university in case the home institution wishes to send more students than indicated above. In such instance, students will not be 'exchange students', but rather fee-paying students subject to normal, or otherwise arranged academic tuition and fees at the host university institution. To prevent students from forming their own national groups, both universities agree that it is in their best interests not to send more than four (4) students in any one semester. However, this may be modified if mutually agreed upon in writing by the two institutions.

Article 6. COMPLIANCE OF LAWS AND REGULATIONS

Exchange and fee-paying students, faculty and staff from both universities will be subject to the rules and regulations of the host university and to the laws of the host state and country. AIU students are required to take at least 12 credits per semester at UNM (normally equal to 12 credits at AIU). According to Japanese immigration law, UNM students must take 12 credits per semester to satisfy student visa requirements in Japan. Any breach of these requirements will be dealt with in accordance with the disciplinary policy of the host university and the laws of the host state and country.

Article 7. SELECTION AND ADMISSION OF STUDENTS

Exchange and fee-paying students in good academic standing will be selected and nominated by the home institution. Exchange and fee-paying students must have successfully completed at least two academic semesters of study at university level prior

to participation of this exchange program. Normally, UNM students will study at AIU during the second or third year of their studies and will stay for a period of one or two semesters. Normally, AIU students will study at UNM during their second or third year of study and stay for a period of one year. Nominations will come from the international offices of AIU and the Office of International Programs & Studies at UNM. The host university reserves the right to refuse student(s) nominated by home university. All AIU exchange students must have a TOEFL score of at least 520 (paper-based) or 190 (computer scored) to study at UNM. The home university shall provide written notification of the names of the students selected and other relevant information regarding student academic records, as well as student interests and objectives in attending the host institution. Upon receipt of this notification, the host university will advise the home university regarding the acceptance of students and carry out the procedures necessary for the implementation of the exchange, including the necessary documents to satisfy the visa requirements for the host country. Both home and host universities will specify any course selection or load requirements. Both universities agree that exchange and fee-paying students can take any course at the host university provided that students satisfy all prerequisites, subject to course availability at the time of registration.

Article 8. EXAMINATIONS AND TRANSFER OF CREDITS

The host institution will maintain all academic records for exchange and fee-paying students. UNM will be responsible for sending official copies of AIU student transcripts from UNM to the international office of AIU at the end of each semester. UNM requires similar arrangements for UNM students studying at AIU. In order to successfully complete the exchange program, exchange and fee-paying students are obliged to participate in examinations at the host university. The rules for examinations shall be in accordance with the regulations of the host university.

Article 9. COSTS

Exchange students will pay tuition and admission or registration fees to their home university only. Other expenses for travel, accommodation, food, books, insurance and study materials are to be borne by each individual student. Other fees, including the usual semester fees for the campus health center, technology and athletic facilities access, and student and college affairs, and for residence and food services, will be paid at the host university directly by the students. Certain special course materials fees, which are not considered tuition, but which are required for all students enrolled in a particular course, may be assessed to students by the host institution. The host institution will make every effort to inform students about such fees when they are accepted.

Article 10. INSURANCE

Neither the host university nor the home university will assume responsibility for costs related to accidents or illnesses. International students at AIU must purchase insurance in Japan, arranged by AIU. AIU students must provide the host institution with proof of accident and health insurance, which meets the minimum requirements of the U.S. Department of State for J-1 exchange students.

Article 11. HOUSING and ORIENTATION FOR STUDENTS

UNM students at AIU are strongly encouraged to live in campus housing. AIU students may apply for campus housing at UNM, but will not be guaranteed accommodation on-campus. Good faith efforts will be made to assist the students to obtain on-campus or alternatively, off-campus accommodation, within reasonable distance from the campus. The host university agrees to provide an orientation to help students acclimate themselves to the local environment. Both universities agree to provide exchange and fee-paying students with information regarding the pertinent legal provisions of each host country. The host university will assume no responsibility for student's conduct or lack of compliance with any of the host country's laws or visa requirements.

Article 12. POSSIBILITY OF STATUS EXTENSION

Students may stay at the host university as part of this Agreement, only for one or two semesters. Extensions beyond this are not possible. Participation at the host university as an exchange student or a fee-paying student does not constitute later admission as a regular student at the host university.

Article 13. OTHER FINANCIAL MATTERS

Both parties agree that there shall be no financial remuneration for services performed under this agreement by either side.

Article 14. AMENDMENTS

Any amendments to this Agreement require mutual consent and shall be in writing. This Agreement has been executed in English. The parties agree that the English version shall be the authentic one and shall prevail over any translation for all matters of interpretation and construction.


Article 15. DURATION AND TERMINATION

The Agreement shall become effective on the last date of all required signatures shown below and shall remain enforce thereafter. Each party shall have the right to terminate the Agreement anytime by providing four months or one semester's notice (whichever is less). Termination of this Agreement will take into account the rights of the students already participating or accepted for an exchange to finish their stay. The Agreement can be terminated at any time, if mutually agreed upon.

IN WITNESS WHEREOF, the parties hereto have executed the within Agreement. ^{TD}

DATED at Albuquerque, New Mexico, USA, this 10th day of Jan, A.D. 200~~6~~⁷


UNIVERSITY OF NEW MEXICO

Signature: 
Reed Dasenbrock, Vice President for Academic Affairs and Provost

Signature: 
Thomas Bogenschild, Director, Office of International Programs & Studies

DATED at Akita, Japan, this 26 day of Dec, A.D. 2006.

AKITA INTERNATIONAL UNIVERSITY

Signature: 
Dr. Mineo Nakajima
President