

# **EXCHANGE AGREEMENT**

## **BETWEEN**

**The Anderson Schools of Management**

**The University of New Mexico**

## **AND**

**Faculty of Business**

**The Hong Kong Polytechnic University**

The Anderson Schools of Management at The University of New Mexico and the Faculty of Business at The Hong Kong Polytechnic University, recognizing the value of the educational and cultural exchanges, which can be achieved between our institutions, enter into this agreement to facilitate the exchange of students and scholars.

### **1. Definitions**

- a. For the purposes of this agreement, "home" institutions shall mean the institution at which the student intends to graduate and "host" institution shall mean the institution which has agreed to accept the student from the home institution.
- b. Semester or academic year shall normally refer to the period relevant to the host institution.

### **2. Purpose of the Agreement**

- a. The general purpose of this agreement is to establish specific educational relations and cooperation between the two participating institutions in order to promote academic linkages and to enrich the understanding of the two countries concerned.
- b. The purpose of the exchanges between Faculty members is to promote collaborative research, other educational developments and to further mutual understanding.
- c. The purpose of each student exchange is to enable students to enroll in subjects at the host institution for credit, which can be applied towards their degree at their home institution.

### 3. Responsibilities of Participating Institutions and Students

Each institution shall undertake all those measures as are seen as reasonable to give maximum effect to this exchange program.

- a. Each institution agrees to accept and enroll exchange students as full time, "non-award" or non-degree status students for the duration of their exchange.
- b. Each student will be provided with the same academic resources and related support services that are available to all students at the host institution.
- c. It will be the responsibility of the exchange student to obtain official approval from his or her home institution for subjects taken at the host university.
- d. It is the responsibility of the exchange student to ensure he or she obtains a copy of his or her official academic results covering the subjects taken during the period of the exchange. In addition, each institution will forward a copy of the academic record to the home Exchange Coordinators Office or other designated office.
- e. Exchange students will be subject to the rules and procedures specified by the host institution for the academic period in which the student enrolls. The home institution will have responsibility for all matters concerning credit for subjects taken.
- f. All approved classes will be taught in English at the host and home institutions. Students are at liberty to take other, non-approved, classes so long as the student meets the institutions' enrollment and/or language requirements.
- g. Students must meet immigration /visa requirements for student status in host country.

### 4. Numbers

The Number of student participants shall be subject to the following terms:

- a. Each institution agrees to exchange a total of 5 student units (where each unit means one exchange student attending for an academic semester) per year for an academic exchange period from one semester up to one academic year.
- b. The number of participants may be increased by the mutual agreement of the two Parties.
- c. Reasonable efforts shall be made to involve equal numbers of students from the University of New Mexico and The Hong Kong Polytechnic University in the exchange over the period of the Agreement.
- d. In assessing balance, one student who registers for two academic sessions shall be considered equivalent to two students each registering

for one academic session.

## 5. Selection and Enrollment of Students

It is expected that only students of high academic quality will be selected to participate in the exchange program. The home institution will screen applications from its student body for exchange. Students, undergraduate, *graduate* and postgraduate, are eligible to participate if they:

- a. have completed at least one year of study at their home institution;
- b. are enrolled at their home and host institution for the full period of the exchange;
- c. have an enrollment proposal, approved by their home Faculty and host institution, and are deemed academically qualified to successfully complete the nominated subjects at the host institution. Each institution will directly communicate with the relevant International Office on subject availability, including enrollment limitations and conditions;
- d. Given that English is one of the official languages of Hong Kong and the United States is an English speaking country, students will have appropriate English speaking and reading skills. Students will not be required to take the TOEFL language exam.
- e. Each institution will send the other completed applications for their students at least twelve (12) weeks before the beginning of the entry semester. The host institution reserves the right of final approval on the admission of a student and will, where appropriate, establish language proficiency standards.

## 6. Financial Responsibilities of Institutions

Exchange students will be provided with the following, by the host institution, at no cost to the student:

- a. Tuition
- b. Orientation Program
- c. Student services normally available to other enrolled student

Certain student fees or special course fees, which are not considered tuition, 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.

## 7. Financial Responsibilities of Exchange Students

Exchange Students will be financially responsible for:

- a. Travel to and from the host institution
- b. Books, stationary, etc.
- c. Travel documentation, visas, etc.
- d. Special fees assessed for some courses at the host institution

- e. Living expenses (food, etc)
- f. Each student must arrange for appropriate medical/health-care insurance before leaving their home institution. Each student will pay the cost of the insurance. The home institution shall satisfy itself that a candidate for exchange has the ability to meet all of his or her financial responsibilities as detailed above. This may include provision for a period of vacation if a student is participating in an exchange, which spans two semesters, particularly the long December/January break.

#### 8. Accommodation

Incoming students may apply for campus housing at the host institution, 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. It is recognized that on-campus accommodations may not always be possible and students should be made aware of this possibility as soon as dialogue opens in an exchange arrangement. Students will also be made aware that they are responsible for all costs associated with accommodation.

#### 9. Direct Enrollment

Students from the University of New Mexico and The Hong Kong Polytechnic University may apply for direct enrollment at the host institution for short-term study with duration of not more than one academic year. Direct enrollment students must apply for admission to the host university through the regular admission process and will be responsible for payment of all required tuition, fees and other costs associated with enrollment. Direct enrollment students are not considered part of the exchange agreement, and provisions of this agreement may not apply to them.

#### 10. Exchange Students Families

It is not anticipated that spouses and dependents will accompany an exchange student. Where such arrangement is proposed, it is subject to the approval of the host institution on the understanding that all additional costs incurred by accompanying spouses and dependents are the responsibility of the exchange student.

#### 11. Faculty and Staff Exchanges

The two institutions agree in principle to the possibility of exchanges by General staff (Administrative) and Faculty members. The details of such arrangements will be negotiated at the appropriate time and will be governed by the institutional staffing rules and relevant approval processes. The participating institutions shall not be responsible for any private arrangements made by participating staff members covering exchange of accommodations, cars, etc.

12. Exchange Program Review

Both institutions will be responsible for a regular review of the exchange program on at least a two yearly basis. The review is essential in order to make appropriate and mutually agreed modifications as may be required and to identify new opportunities for co-operation in scholarship and research.

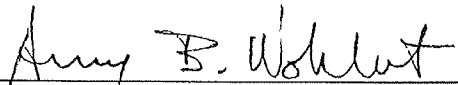
13. Period of Agreement

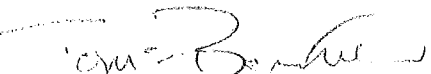
This agreement will come into effect from the date of signature by both parties and will remain in force until terminated by either party giving the other party 6 months notice. Such termination shall not affect the validity and continuity of any incompletely discharged obligation agreed upon by the two parties before termination.

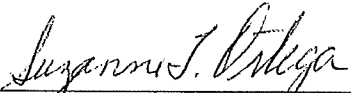
14. Signatures:

This agreement constitutes the entire agreement between the parties. No amendments, consent or waiver terms of this agreement shall bind either party unless in writing and signed by all parties.


**For The University of New Mexico:**

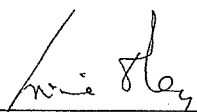
  
\_\_\_\_\_  
Amy Wohlert, Interim Dean, The Robert O. Anderson Schools of Management

  
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Thomas Bogenschilp, Director, Office of International Programs & Studies

  
\_\_\_\_\_  
Suzanne Trager Ortega, Provost and Executive Vice President for Academic Affairs

**For The Hong Kong Polytechnic University**

  
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Prof Judy Tsui, Dean, Faculty of Business and Associate Vice President

  
\_\_\_\_\_  
Winnie Eley, Director of International Affairs

# CONTRACT REVIEW FORM

The employee initiating the contract should complete the appropriate sections of this form, and send it with the contract to the appropriate contract review officer for processing (scroll down for the location of contract review officers). To the extent the initiating employee does not understand the proposed contract, or is uncomfortable with any of its provisions, he or she should note that information on the Contract Review Form or attach an explanatory memo.

## Certificate of University Employee Initiating Contract

Parties to the Contract:

UNM Hong Kong Polytechnic Univ.

Date:

1-17-08

Short Description:

Student exchange agreement

Contract Term:

N/A

Amount:

N/A

Except as indicated in any attached memorandum: I have read this contract entirely, understand all its provisions, believe that it meets programmatic and UNM mission requirements, believe that it represents a good deal for the University, and take responsibility for complying with the terms of the contract. The document is internally consistent and clear. I am also satisfied with the description of the University's obligations and with the description of any goods or services to be provided by or to the University. Any risk management concerns have been reasonably addressed. A memorandum  is  is not attached. To the extent the contract requires an outlay of funds, the funds are available. I either have the authority to obligate the funds or have attached approval from someone who does.

Compliance with this contract will require the cooperation of, or otherwise impact on, the following departments or positions:

Anderson Schools

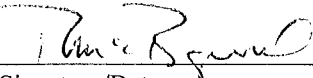


1-17-08

Signature/Date

## Dean (Academic) or Director (Staff) Certificate (if above party is not a Dean or Director)

I concur with the above certification.

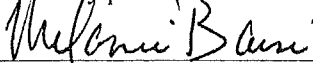


1-17-08

Signature/Date

## Contract Review Officer Review

I have reviewed the contract and it does not contain any legally prohibited provisions, includes all legally or administratively required provisions, is basically consistent and clear, and is not otherwise objectionable on legal or administrative grounds, to the best of my knowledge and abilities. I have indicated below any other reviews necessary prior to execution of this contract.



Associate Univ. Counsel 1/27/08

Signature/Position/Date

Recommend Additional Review

**By: Controller**

The contract is reviewed to ensure it complies with generally accepted accounting principles; will not result in unallowable expenditures under federal and state regulations or University policies; and is not otherwise unallowable with respect to fund group, account number, or other existing Controller's or Budget expenditure or receipt requirements.

Review Performed By:

\_\_\_\_\_/\_\_\_\_\_  
Signature/Date

Comments:  
\_\_\_\_\_

**Other Reviews Recommended:**

By: \_\_\_\_\_ For: \_\_\_\_\_

Review Performed By:

\_\_\_\_\_/\_\_\_\_\_  
Signature/Date

Comments:  
\_\_\_\_\_

By: \_\_\_\_\_ For: \_\_\_\_\_

Review Performed By:

\_\_\_\_\_/\_\_\_\_\_  
Signature/Date

Comments:  
\_\_\_\_\_

There are contract review officers for various areas of specialty within the University. If the initiating department does not have a designated contract review officer, the contract maybe sent to any of the contract review officers listed below.

Location	Types of Contracts Reviewed
Purchasing	Contracts for the purchase of goods/services
Office of Research Services	Sponsored project contracts for the main campus
Faculty Contracts Office	Faculty contracts
University Counsel's Office	All contracts
Health Sciences Center Counsel's Office/Risk Management Office	All Health Sciences Center contracts

Comments may be sent to [UBPPM@UNM.edu](mailto:UBPPM@UNM.edu)  
<http://www.unm.edu/~ubppm>

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