

STUDENT EXCHANGE AGREEMENT

This Agreement is made between:

UNIVERSITY OF KEELE, a university established by the University of Keele Act 1962 (10 & 11 Eliz. 2 Ch Xv) and the granting of a Royal Charter in 1962, of Keele, Staffordshire ST5 5BG (*Keele*); and

THE REGENTS OF THE UNIVERSITY OF NEW MEXICO, MSC 06 3850, 1 University of New Mexico, Albuquerque, NM 87131-001 USA (**UNM**);

Each a *Party* and together, the *Parties*.

Background:

- A. The Parties have agreed that they wish to encourage the exchange of students between their two institutions in order to enrich their students' international understanding and awareness.
- B. This Agreement sets out the terms on which the student exchanges shall take place.

1. Definitions and Interpretation

- a. **Academic Year** in the case of Keele, means the academic year commencing in September with International Orientation and ending in June in the following calendar year and, in the case of UNM, means the academic year commencing in August and ending in May in the following calendar year;
- b. **Agreement** means this Agreement and includes any Schedule(s);
- c. **Agreement Period** means the term of this Agreement as set out in clause a below;
- d. **Exchange Student** means a Student who is selected by the Home Institution for the Exchange Programme and accepted by the Host Institution in accordance with clause 5;
- e. **Exchange Programme** means the programme described in this Agreement;
- f. **Home Institution** means the institution in which the Exchange Student is formally enrolled as a degree student;
- g. **Host Institution** means the institution that has agreed to receive Exchange Students from the Home Institution under the terms of this Agreement;
- h. **Keele Contact** means the individual listed in Schedule 1;

- i. **Module** means an individual module (or other unit or course) offered within a degree programme at the Host Institution;
- j. **UNM Contact** means the individual listed in Schedule 1;
- k. **Semester** means a period equating to approximately one half of each Party's Academic Year;
- l. **Semester Unit** means a unit equivalent to full time study for one Exchange Student for one Semester;
- m. **Schedule 1** means the first Schedule to this Agreement; and
- n. **Student** means an undergraduate student.

2. Duration

- a. This Agreement shall commence on the last date of signature, shall remain in force for a period of five (5) years, and shall automatically renew for successive five-year periods unless terminated as provided below (the **Agreement Period**). During the Agreement Period, the Parties shall consult at least annually to discuss the Exchange Programme, any problems that have arisen and opportunities for improvement.
- b. Either Party may agree to terminate this Agreement upon six (6) months' written notice, provided that any Exchange Students already approved to participate in the Exchange Programme shall be allowed to complete the exchange under the terms of this Agreement.

3. Purpose of the Student Exchange

- a. The Parties agree that the purpose of this Agreement is to allow the reciprocal visits of Exchange Students, under the terms of this Agreement.
- b. Exchange Students shall study Modules at the Host Institution, but these shall not accrue credits towards a degree from the Host Institution unless otherwise agreed in writing.
- c. The Home Institution may allow Modules undertaken at the Host Institution to be accepted as credit at the Home Institution, but this shall be subject to the internal procedures of the Home Institution.

4. Exchange Ratios

- a. Each Party may send Exchange Students to the other Party on the basis of a 1:1 ratio.

- b. The number of Exchange Students exchanged in any one Academic Year may vary, provided that the balance of exchanges is attained over the Agreement Period.
- c. Exchanges may take place on either an academic year or semester basis depending on the needs and policies of each Party. Subject to clause 4.2, in each Academic Year, each Party shall make available the number of Semester Units set out in Schedule 1 to Exchange Students from the other Party.

5. Student Selection

- a. The Exchange Programme is available to Keele Students who have completed at least one third, and to UNM students who have completed one academic year, of the requirements of the degree programme being undertaken at the Home Institution. Students shall be in good academic standing at their Home Institution and shall demonstrate potential for academic success.
- b. The Home Institution shall promote the Exchange Programme to its Students and provide information about the Host Institution and any fees payable.
- c. The Parties shall nominate Students from their institution for exchange and shall ensure that they meet the minimum entry academic and language requirements set out in Schedule 1. Each Party shall send completed Exchange Programme applications to the other Party by the deadline specified in Schedule 1 and the proposed Host Institution shall review applications promptly. Exchange Students may apply to study any Module(s) at the Host Institution.
- d. Whilst the Host Institution will normally accept proposed nominees, each Party reserves the right to make final decisions concerning admission. Without limitation, each Party has the right to restrict the Modules available to applicants and may require Exchange Students to take language and subject-specific placement exams prior to confirming Module options. The Home Institution will be required to approve all Modules taken by Exchange Students in writing.
- e. The normal length of an exchange shall be one Semester or one Academic Year. The Parties shall agree on the length of each Exchange Student's visit to the Host Institution before the visit commences. Upon completion of the study period, the Exchange Student must return to the Home Institution. No extension of stay will be authorised at the Host Institution unless specifically agreed with the mutual consent of the Home Institution. The Home Institution shall confirm the Exchange Student's return to their home country and shall notify the Host Institution of their arrival.

6. Visas

- a. Each Host Institution will issue to potential Exchange Students appropriate documents required for applying for a student visa, in accordance with current national laws.

- b. Each potential Exchange Student is solely responsible for obtaining a visa in order to participate in the Exchange Programme in advance of enrolment at the Host Institution.

7. Enrolment and Student Support

- a. The Parties shall enrol Exchange Students with “non-degree” full-time student status.
- b. The Parties each acknowledge the importance of integrating Exchange Students into campus life and agree to provide an orientation programme to Exchange Students and reasonable day-to-day support and access to academic facilities, to an equivalent level offered to Home Institution students.
- c. Each Party will take all reasonable steps to ensure the physical safety and personal privacy of the Students.
- d. The Parties shall provide one another with emergency contact information in the event of Exchange Student illness, injury or other emergencies.

8. Academic Study and Course Credit

- a. Each Party agrees that Exchange Students will be expected to complete the same academic workload and fulfil the same academic requirements for assessment as the Host Institution students undertaking the same Module.
- b. Any academic credit received during the course of the Exchange Programme may be transferred to the Home Institution in accordance with the appropriate regulations of the Home Institution. At the end of the Exchange Student’s period at the Host Institution, the Host Institution shall provide the Home Institution with a transcript of the courses and grades received by each Exchange Student. The procedure for obtaining official transcripts is set out in Schedule 1.

9. Fees, Costs and Insurance

- a. Exchange Students shall not pay application, examination, and matriculation or tuition fees to the Host Institution, but shall continue to pay these to the Home Institution in accordance with its usual requirements.
- b. The Parties agree that Exchange Students will be personally responsible for the costs set out below:
 - 1) international travel arrangements and other travel expenses;
 - 2) living, accommodation and subsistence costs;
 - 3) insurance and medical care;
 - 4) passport and visa costs;
 - 5) books and stationery;

- 6) any other personal costs required to take part in the Exchange Programme;
 - 7) any applicable and routine course fees or administrative fees; and
 - 8) any of the above expenses incurred between semesters if an Exchange Student spends more than one semester at the Host Institution;
- c. Each Party shall ensure that their outgoing Exchange Students hold insurance which is reasonably appropriate to enable them to study and live at the Host Institution. Each Party may require incoming Exchange Students to supply written details of their insurance coverage. The Home Institution shall provide guidance to its Students on the nature, extent and type of coverage required and shall ensure that the Exchange Student has secured appropriate insurance prior to travel.

10. Housing

- a. Incoming students may apply to live in UNM's on-campus housing, but room availability is not guaranteed. Therefore, UNM will make good faith efforts as needed to help students obtain off-campus accommodation within reasonable proximity. UNM will provide all necessary information about housing options and application procedures with each student's notice of admission. Incoming students to Keele University will be offered on campus accommodation as long as application and payment dates are observed. Exchange Students will be charged at the same rate as other students for on-campus housing.

11. Rules and Regulations

- a. Exchange Students shall be required to comply with all rules and regulations of the Host Institution and the laws and procedures of the host country and the Parties shall notify their Students accordingly prior to departure.
- b. The Host Institution reserves the right to require the withdrawal of any Exchange Student who fails to comply with the Host Institution's rules and regulations. The Host Institution will consult with the Home Institution before finalising such action. The dismissal of an Exchange Student shall not affect this Agreement or the arrangements regarding other Exchange Students.

12. Personal Information

- a. When obtaining personal information about Exchange Students, the Home and Host Institutions shall clearly explain the intended use of the information and will limit the personal information collected to the minimum required.
- b. Neither Party will reveal any personal information about Students to 'third parties' or use the information for purposes other than those initially intended, without the Exchange Student's express written consent.
- c. All data collected and exchanged shall be dealt with by each University in accordance with local data protection regulations.

13. Liability

- a. Exchange Students will be personally liable for any and all incidents, accidents and damage to third parties resulting from the Exchange Students' actions where these actions occur in situations beyond the reasonable control of the Host Institution and the Home Institution. The Parties shall not hold one another liable for such incidents.
- b. Keele shall ensure that all Exchange Students are covered by its liability insurance, to the same extent as any other Student registered at the institution. UNM shall ensure that any Exchange Student who is injured as a result of UNM's negligence will have the opportunity to file a Tort Claims Notice with UNM's insurer, which is the State of New Mexico Risk Management Division.

14. Contacts

The key points of contact during the period of this Agreement are set out in Schedule 1.

15. Dispute Resolution

- a. If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it (**Dispute**) the Parties shall follow the procedure set out in this clause:
 - 1) either Party shall give to the other written notice of the Dispute, setting out its nature and full particulars (**Dispute Notice**), together with relevant supporting documents. On service of the Dispute Notice, the Keele Contact and the UNM Contact shall attempt in good faith to resolve the Dispute through mutual, amicable discussions;
 - 2) if the Keele Contact and the UNM Contact are for any reason unable to resolve the Dispute within ten (10) working days of service of the Dispute Notice, the Dispute shall be referred to the Deputy Vice Chancellor of Keele and Provost of UNM who shall attempt in good faith to resolve it through mutual, amicable discussions;

16. Use of Logo

Each Party shall be entitled to use the other's name and logo in connection with the internal promotion of the Exchange Programme and on internal literature. Any other use shall require the prior written approval of the other Party.

17. Entire Agreement

This Agreement constitutes the entire Agreement between the Parties in respect of its subject matter. There are no understandings, agreements or representations, oral or written, other than as set out in this Agreement.

18. Variation

No variation of this Agreement shall be effective unless it is in writing and signed by the authorised representative of each Party.

19. Counterparts by Facsimile or Email

This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one Agreement. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

20. Third Parties

Any third party, including students, shall have no right to enforce any term of this Agreement.

Signed in English, and agreed as a legally binding document, by the Parties through their authorised signatories:

For and on behalf of the University of Keele:

Position

_____ Deputy Vice Chancellor and Provost _____

Name

_____ Professor Mark Ormerod _____

Signature

Mark Ormerod

Date

3/9/15

For and on behalf of the Regents of the University of New Mexico:

Position

Provost and Executive Vice President for Academic Affairs

Name

_____ Dr. Chaouki Abdallah _____

Signature

Chaouki Abdallah

Date

September 30, 2015

Schedule 1

1. Maximum number of Exchange Students to participate in the Exchange Programme each Academic Year

Number of Semester Units	Six semester students. This figure could be used as three full-year exchange students or six semester students in either first or second semester of the academic year or any combination thereof
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2. Minimum Academic Requirements

Keele	Exchange students to Keele University should have a minimum GPA of 3.0
UNM	Exchange students to UNM should have completed at least one full year of study at Keele at the time of their arrival, with a minimum 2:1 (Upper Second) average.

3. Application Deadlines

Applications for the Exchange Programme shall be submitted by the Home Institution to the proposed Host Institution by the date set out below:

Keele	Full academic year or Semester 1 enrolment: End of May immediately preceding the proposed enrolment date Semester 2 enrolment: End of October preceding the proposed enrolment date
UNM	Full academic year or Semester 1: April 1 preceding the proposed enrolment date Semester 2: October 15 preceding the proposed enrolment date

4. English Language Requirements

Keele	No additional requirements beyond admission to an academic program of UNM
UNM	No additional requirements beyond admission to an academic program of Keele University

5. Transcript Dates

Each Party will make transcripts available by the dates set out below:

Keele	Procedure for obtaining transcript (including dates on which transcripts will be made available): Semester 1 transcripts will be available by mid- February. Semester 2 transcripts will be available by the end of July. One copy of each student's official transcript will be
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	sent free by the International Office at Keele to the Global Education Office at UNM both by email and in paper form. Additional paper transcripts may be ordered by the student (at an additional cost) from the Global Education Team.
UNM	Procedure for obtaining transcript (including dates on which transcripts will be made available): One copy of each student's official transcript will be sent free by the Global Education Office to the International Office at Keele in electronic format within three weeks of the end of the student's period of study. Additional electronic or paper transcripts may be ordered by the student (at an additional cost) through the student's myUNM online interface.

6. Contact Details

Keele	Elissa Williams Global Education Manager Keele University Keele Staffordshire ST5 5BG Telephone: +44 1782 734 114 Email: e.williams1@keele.ac.uk
UNM	Director, Global Education Office University of New Mexico MSC06 3850 Albuquerque, NM 87131-0001 USA +1-505-277-4032; e-mail: geo@unm.edu http://geo.unm.edu/

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