

STUDENT EXCHANGE AGREEMENT

between

THE UNIVERSITY OF EXETER

and

THE REGENTS OF THE UNIVERSITY OF NEW MEXICO

BETWEEN

1. **University of Exeter ("Exeter")**, a higher education teaching and research institution, established by Royal Charter, whose administrative offices are at Northcote House, The Queen's Drive, Exeter, Devon EX4 4QJ United Kingdom, and
2. **The Regents of the University of New Mexico ("UNM")**, a higher education institution established by the constitution of the State of New Mexico, Article XII, Sec. 11,

who may together hereafter be referred to as the "**Parties**" or in the singular as a "**Party**."

WHEREAS

- A. The Parties wish to renew a reciprocal student exchange programme to enable full-time students of the Home Institution to study at the Host Institution for a period of a semester or an Academic Year.
- B. The Parties have been involved in discussions regarding the Exchange Programme and wish to formalise their agreement by entering into and signing the present Agreement which shall consolidate and oversee any heads of terms, memorandum of understanding or other document which the Parties may have signed in relation to the pre-mentioned collaborations.

OPERATIVE PROVISIONS

1. Interpretation

- 1.1 For the purposes of this Agreement, the following definitions shall apply:

- | | |
|-----------------------------------|---|
| "Academic Year" | means the academic year of Exeter and UNM as published from time to time. |
| "Agreement" | means this agreement and the Schedule attached hereto which shall be deemed to form a part of this Agreement. |
| "Confidential Information" | means any and all materials and information of or relating to a Party constituting or concerning products, services, contracts, business models, methods or practices, financial projections or results, know-how, trade secrets, intellectual property or ideas which, at the time or times concerned, are not generally known to third persons and such other information as may be proprietary or confidential in nature or is identified by such Party as confidential. |
| "DPA" | means the United Kingdom Data Protection Act 1998. |
| "Effective Date" | means the date of the last signature on this Agreement. |

“Exchange Programme”	means the reciprocal student exchange programme to enable undergraduate and postgraduate students of the Home Institution to study at the Host Institution.
“Home Institution”	means the institution from which a Student is sent under the Exchange Programme.
“Host Institution”	means the institution which has agreed to receive a student from his or her Home Institution under the Exchange Programme.
“Liaison Officer”	means a named officer with responsibility for the implementation of this Agreement.
“Maximum Student Intake”	means the maximum number of students from each Party eligible to participate in the Exchange Programme in any one Academic Year.
“Students”	means students of Exeter or UNM registered for study at either institution and participating in the Exchange Programme.

2. Commencement and Duration

- 2.1 The Agreement will commence on the Effective Date and the Exchange Programme will begin in the 2017/2018 Academic Year.
- 2.2 The Agreement will continue for a period of five (5) years from the Effective Date. In the event the Parties wish to renew this Agreement and the renewal has not been finalised upon expiry of this Agreement, the Parties shall enter into a formal Amending Agreement to extend the terms of this Agreement to ensure they continue to apply from the time of written confirmation that the Parties wish to renew until such time as the Institutions have signed a new agreement.

3. Number of Students

- 3.1 The Maximum Student Intake is identified in the Schedule.
- 3.2 Every effort will be made by each institution to keep the number of Students from each institution balanced over any three-year period. In considering whether the Exchange Programme is balanced, two Students enrolling for one semester will be deemed equivalent to one Student for one Academic Year.
- 3.3 Subject to the written agreement of both Parties the Maximum Student Intake may be increased at one or both institutions in any Academic Year, provided that where any such increase results in an imbalance in the number of participating Students from each institution, each Party agrees to work with the other to ensure parity of participation over any three-year period.

4. Period of Enrolment

Students may study for one semester or one Academic Year at the Host Institution.

5. Selection and Admission of Students

- 5.1 Each Party shall assess and recommend qualified candidates in accordance with the admission requirements of the Host Institution. The selection process shall consist of an evaluation of the Student's previous academic record, drive, motivation, and overall potential to succeed in an international academic environment.

- 5.2 Students will normally have completed at least one year of academic study at their Home Institution and will, in all cases (or unless otherwise agreed), be expected to meet the minimum academic and linguistic requirements set out in the Schedule.
- 5.3 The Host Institution reserves the right to determine the final admission eligibility of each Student nominated by the Home Institution.
- 5.4 Undergraduate students will attend the Host Institution on a full-time basis. Postgraduate students may be considered on a case-by-case basis.

6 Responsibilities of Host Institution

- 6.1 The Host Institution will provide those students selected to participate in the Exchange Programme with formal letters of admission and such other documents as may be required to establish their student status for visa and other purposes.
- 6.2 The Host Institution will assign admitted Students to the appropriate College, Department or Division, and to appropriate academic advisors.
- 6.3 With the exception of those courses noted in this section, students will be permitted the same freedom of choice in course selection as that enjoyed by regularly enrolled students at the Host Institution, provided that they satisfy any individual course prerequisites, including but not limited to, any periods of prior academic study. At UNM, Exeter Students will be precluded from the programmes listed in Health Sciences (except for Biology and Chemistry courses in the College of Arts and Sciences). Some course restrictions exist for Early Childhood Education, Elementary Education, Law, Nutrition, Secondary Education, and Special Education.
At Exeter, UNM students will be precluded from enrolling in any units of study or courses associated with the University of Exeter Medical School or Graduate School of Education and any units listed at <http://www.exeter.ac.uk/international/studyabroad/inbound/moduleselection/>. While every effort will be made to register students in their preferred courses, such registration is not guaranteed.
- 6.4 All student services and facilities of the Host Institution including student support services will be made available to Students.
- 6.5 Students will be taught and assessed in the same manner as regular degree students unless, with regard to assessment, an alternative mode of assessment has been agreed in advance with the Student, Home Institution and Host Institution.
- 6.6 Students will obtain credits for the courses taken at the Host Institution in accordance with the regulations of the Home Institution.
- 6.7 Upon completion of the agreed period of study, subject to the Host Institution having received payment in full of any amounts owed to it by the individual exchange student, the Host Institution will send an official academic transcript for each student to the appropriate office of the Home Institution.
- 6.8 The Host Institution will assist the Student(s) from the Home Institution to settle readily into life in the host environment by providing pre-arrival information and a post-arrival orientation programme.
- 6.9 Each Host Institution will nominate a contact person within the relevant College, Department or Division who will provide advisory and tutorial support to Students.

7. Responsibilities of Home Institution

- 7.1 The Home Institution will submit to the Host Institution the details of the Students it wishes to participate in the Exchange Programme in the following academic year no later than the Host Institution's published application deadline date.
- 7.2 The Home Institution will ensure that, upon receipt, it distributes to Students participating in the Exchange Programme any pre-arrival information sent by the Host Institution.
- 7.3 The Home Institution will use reasonable endeavours to ensure that Students are briefed on its requirements for the Exchange Programme and that Students are aware that they must represent their Institution and country in a positive manner and to the best of their ability.

8. Student Conduct

- 8.1 Students will be expected to abide by the laws and customs of the host country, and abide by the policies and regulations of the Host Institution. Each Party reserves the right to terminate the participation of any student in the Exchange Programme with immediate effect in the event of a serious breach of such rules and regulations, including any failure by an exchange student to comply with the relevant institution's normal enrolment procedures. The rules and regulations applicable to all students at Exeter are set out on Exeter's website: <http://admin.exeter.ac.uk/calendar/part1.htm> and UNM's rules and regulations at: <http://pathfinder.unm.edu/code-of-conduct.html>.
- 8.2 Students will have the same academic, social and personal rights as those afforded to students at the Host Institution.
- 8.3 For the avoidance of doubt, Students shall be entitled to register complaints with both the Home Institution and the Host Institution. Complaints of a serious nature shall be notified by the Host Institution to the Home Institution as a matter of urgency.

9 Housing

Provided that applications are received by the published application deadline date each Host Institution will assist Students to find (but not pay the cost of) appropriate accommodation.

10. Costs

- 10.1 For the Academic Year in which a Student is participating in the Exchange Programme the Student will pay any applicable tuition fees to the Home Institution. Any tuition fees chargeable by the Host Institution shall be waived. Any other fees charged by the Host Institution will be payable by the Student directly to the Host Institution.
- 10.2 Students will be responsible for paying all personal expenses including but not limited to visa, housing, meals, books, sports activities, travel and health insurance and all travel costs.
- 10.3 All Students will be required to ensure that they are covered by adequate personal health insurance (including cover for hospitalisation and repatriation) for the exchange period.

11. Other Matters

- 11.1 If a Student withdraws early from the Host Institution, the Host Institution will promptly inform the Home Institution.

11.2 Students will be responsible for obtaining their own visas and completing the required immigration formalities. The Host Institution will assist in accordance with clause 6.1.

12. Liaison Officers

Each Party shall nominate a central Liaison Officer. The Liaison Officers for this Agreement are set out in the Schedule.

13. Confidentiality

13.1 Each of the Parties agrees to keep strictly confidential all Confidential Information that it has obtained during the course of negotiating this Agreement or that it may obtain during the term of the Agreement to the extent permitted by the applicable law(s) governing each Party.

13.2 Each of the Parties hereby agrees:

- a) not to use such Confidential Information save as agreed in writing with the disclosing Party to the extent permitted by the applicable law(s) governing each Party;
- b) to procure that all persons or entities (including employees) to whom they do disclose the Confidential Information for the purpose only of the performance of the terms of this Agreement keep it strictly confidential; and that any such persons are, in respect of such Confidential Information, bound by confidentiality obligations equivalent to the terms of this Clause 13 to the extent permitted by law; and
- c) not to copy or reproduce any Confidential Information of the disclosing Party without the prior written consent of such Party. Each Party's agreement is understood to be limited to the extent it is able to agree and subject to the applicable law(s) governing each Party.

13.3 The provisions of this clause shall cease to apply to:

- a) information that has come into the public domain other than by breach of this clause or any other duty of confidence; and
- b) information that is obtained from a third party without breach of this clause or any other duty of confidence.

13.4 Each Party may disclose such Confidential Information if and to the extent that any part of the Confidential Information is required to be disclosed by a regulatory or government body or court of competent jurisdiction with power to compel the disclosure provided that the disclosing Party shall, if and to the extent permitted by applicable law, promptly notify the Party who owns the Confidential Information of such requirement, and shall use all reasonable endeavours to keep such Confidential Information confidential notwithstanding any such requirement.

14. Data Protection

14.1 Exeter agrees to ensure that any personal data supplied by one Party to the other will be retained and processed in accordance with the DPA, and UNM agrees to comply with all domestic data protection laws applicable to it and to inform Exeter of any obligations which such domestic laws impose on or require Exeter to comply with.

14.2 Student personal data provided to the Host Institution should be transmitted securely and once in the possession of the Host Institution should have appropriate technological and organisation safeguards in place to protect against accidental loss

or unauthorised access to this data. Any such loss or unauthorised access must be reported to the Home Institution as soon as reasonably possible.

- 14.3 Student data provided to the Host Institution should only be kept as long as necessary to facilitate the efficient administration of the exchange process. After such a period the information should be securely disposed in accordance with Host Institution secure disposal procedures.

15. Termination

- 15.1 Provided that at least twelve (12) months have expired from the Effective Date both Parties may terminate this Agreement by giving the other Party no less than twelve (12) months' written notice (the "Notice Period").

- 15.2 Both Parties shall have the right at any time by giving written notice to each other to terminate this Agreement forthwith if:

- a) a Party commits a material breach of the provisions of this Agreement which, if capable of remedy, is not remedied within twenty-eight (28) days of a request from another Party to do so; or
- b) there is at any time any material change in the operations, management or structure of a Party which in the reasonable opinion of the other Party means that the Party subject to such change is substantially impaired in the performance of its obligations hereunder; or
- c) at any time it is unlawful for a Party to perform any of its obligations under this Agreement; or
- d) a Party has appointed a liquidator, provisional liquidator, administrator or similar officer or a like appointment is made in relation to the assets of that party; or
- e) a Party fails to duly and punctually comply with any proper laws binding on it for the purposes of the rights and obligations specified in this Agreement; or
- f) a Party ceases or threatens to cease to carry on the operations customarily carried on by it; or
- g) any other event or series of events occurs which, in the reasonable opinion of that Party, renders it impracticable or impossible to observe and fulfil the terms of this Agreement.

- 15.3 Termination of this Agreement for any reason shall not extinguish, prejudice or affect any rights that may have accrued to a party prior to the date of termination.

16 Consequences of Termination

- 16.1 Upon termination of this Agreement for any reason no new Students shall participate in an Exchange Programme.

- 16.2 The Parties acknowledge that upon termination, the interests of the Students will be paramount and all efforts will be made by both Parties to ensure they are able to complete the Exchange Programme.

17 Representations and Certifications

- 17.1 Each Party represents and certifies to the other that:

- a) it has full power and authority to carry out the actions contemplated under this Agreement;
- b) it does not require any consent, approval, authorisation or clearance from any government, governmental or regulatory bodies, agencies or and neither, in its opinion, is any such consent, approval, authorisation or clearance desirable for such purposes;
- c) it is not at the Effective Date a party to any agreement, arrangement or understanding with any third party that in any manner prevents or hinders it from the performance of any material obligation under the terms of this Agreement.

17.2 The Parties certify to each other that they will perform their obligations under this Agreement to such high standards of quality as it is reasonable for each other to expect in all the circumstances.

17.3 Without prejudice to any other provision of this Agreement or any other rights which each of the Parties may have, Exeter and UNM agree that in connection with this Agreement, each of their total liability is limited to actions which are caused by that Party's direct and negligent action or omission. No Party shall be liable to another Party for any indirect losses such as, but not limited to, loss of earnings, loss of profits, or any economic or consequential damages or losses. Nothing in this Agreement shall exclude any Party's liability for death or personal injury caused by that Party's negligence, or as otherwise cannot be limited by national domestic laws governing a Party. Exeter's total liability in respect of this Agreement shall be limited to the sum of £1,000,000. The aggregate liability of UNM is subject the limits of the State of New Mexico's Tort Claims Act (NMSA 1978 § 41-4-1 et seq).

19 Insurance

Each Party agrees to procure and maintain at its own cost all such liability coverage and/or insurance coverage as would be usual or prudent for a comparable institution to maintain in respect of the activities carried on by that Party pursuant to this Agreement and to provide evidence of such insurance to the other Party on that Party's reasonable request.

20. No Partnership or Agency

Nothing in this Agreement is intended to, or shall operate to, create a legally recognised partnership between the parties, or to authorise either Party to act as agent for the other, and neither Party shall have authority to act in the name of or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

21. Rights of Third Parties

This Agreement is made for the benefit of Exeter and UNM and is not intended to benefit, or be enforceable by, anyone else. No term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a Party to this Agreement.

22. Force Majeure

Neither Party shall be liable to the other for any delay or non-performance of its obligations under this Agreement arising from an act of God, governmental act, war, fire, flood, explosion or civil commotion ("**Force Majeure Event**"). Subject to the affected Party promptly notifying the other Party in writing of the Force Majeure Event and its likely duration, the performance of the affected Party's obligations, to the extent

affected by the Force Majeure Event, shall be suspended during the period that the Force Majeure Event persists provided that if performance is not resumed within 28 days after that notice the other Party may, by notice in writing, terminate this Agreement.

23. General

- 23.1 This Agreement constitutes the entire agreement between the Parties in relation to its subject matter and supersedes all prior agreements and undertakings whether oral or written with respect to it. This Agreement may be amended at any time by mutual consent. The terms of any such amendment shall only be effective if recorded in writing and signed by a representative from each Party authorised to conclude or amend agreements of this type.
- 23.2 Each Party shall be responsible for its own costs in connection with the negotiation and execution of this Agreement.
- 23.3 This Agreement may be executed in any number of counterparts and all the counterparts when taken together will constitute one agreement. Each Party may enter into this Agreement by executing a counterpart.
- 23.4 If any provision of this Agreement, or any part of a provision of this Agreement, is found to be illegal, invalid or unenforceable the remaining provisions, or the remainder of the provision concerned, will continue in effect.
- 23.5 If any dispute arises in connection with this Agreement, directors or other senior representatives of the parties with authority to settle the dispute will, within 14 days of a written request from one party to the other, meet or speak in a good faith effort to resolve the dispute. If the dispute is not resolved at that meeting, the parties will attempt to settle it by mediation.
- 23.6 Any claim or dispute arising out of or in connection with this Agreement shall be governed by and construed in accordance with New Mexico law and each Party irrevocably submits to the jurisdiction of the New Mexico Courts.

Agreed to by



Craig White
Interim Provost and Executive Vice
President for Academic Affairs
University of New Mexico

Agreed to by



Roz Pardee
Head of Global Partnerships
University of Exeter

Date:

11/8/17

Date:

24 Oct 2017

SCHEDULE

Term	Details																
Exchange Partner	<p>Institution Name: University of Exeter</p> <p>Institution Address: Northcote House The Queen's Drive EXETER EX4 4QJ UK</p> <p>Institution Name: University of New Mexico</p> <p>Institution Address: Executive Director Global Education Initiatives University of New Mexico MSC06 3850 Albuquerque, NM 87131-0001 USA 1-505-277-4032; e-mail: geo@unm.edu http://geo.unm.edu/</p>																
Effective Date	Means the date of this agreement																
Termination Notice Period	12 months																
Maximum Student Intake	4 students for 1 academic year each (or equivalent)																
Minimum Academic and Linguistic Requirements	<p><u>Exeter:</u></p> <p><u>Academic Minima</u> Usually GPA 3.0/4.0 or equivalent.</p> <p>Linguistic Minima:</p> <table border="1" data-bbox="667 1318 1498 1942"> <thead> <tr> <th data-bbox="667 1318 893 1365"></th> <th colspan="3" data-bbox="893 1318 1282 1365">English language requirements</th> </tr> <tr> <th data-bbox="667 1365 893 1407">Subject</th> <th data-bbox="893 1365 1088 1407">IELTS (Academic)</th> <th data-bbox="1088 1365 1282 1407">TOEFL IBT</th> <th data-bbox="1282 1365 1498 1407">Pearson Test of English (Academic)</th> </tr> </thead> <tbody> <tr> <td data-bbox="667 1407 893 1827">All subjects except those listed below</td> <td data-bbox="893 1407 1088 1827">at least 6.5 overall and no less than 6.0 in the writing section and no less than 5.5 in any other section</td> <td data-bbox="1088 1407 1282 1827">at least 90 with minimum scores of 21 for writing, 21 for listening, 22 for reading and 23 for speaking</td> <td data-bbox="1282 1407 1498 1827">58 with a minimum of 51 in all communicative skills</td> </tr> <tr> <td data-bbox="667 1827 893 1942">Accountancy, Business, Economics,</td> <td data-bbox="893 1827 1088 1942">at least 7.0 overall and no less than 6.0 in</td> <td data-bbox="1088 1827 1282 1942">at least 100 with minimum</td> <td data-bbox="1282 1827 1498 1942">65 with no less than 55 in all skills</td> </tr> </tbody> </table>		English language requirements			Subject	IELTS (Academic)	TOEFL IBT	Pearson Test of English (Academic)	All subjects except those listed below	at least 6.5 overall and no less than 6.0 in the writing section and no less than 5.5 in any other section	at least 90 with minimum scores of 21 for writing, 21 for listening, 22 for reading and 23 for speaking	58 with a minimum of 51 in all communicative skills	Accountancy, Business, Economics,	at least 7.0 overall and no less than 6.0 in	at least 100 with minimum	65 with no less than 55 in all skills
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Term	Details
	<p>English, History, any other scores of 21 Law and section for writing, 21 Psychology for listening, (including 22 for Combined reading and Honours) 23 for speaking</p>
	<p>University of New Mexico</p> <p>If English is not the student's first language, they must submit official results from an English test taken within the past two years. The tests we accept, and the minimum scores we require on each, are:</p> <ul style="list-style-type: none"> • Test of English as a Foreign Language (TOEFL) -- 68 (79 for graduate students) on the Computer-Based Test or 520 on the Paper-Based Test • International English Language Testing System (IELTS) -- 6.0 (6.5 for graduate students) • Cambridge English Language Assessment Cambridge English: Advanced (CEA) or Certificate of Proficiency in English (CPE) -- C (same for graduate students) • UNM Law School: TOEFL 600 on the paper-based test, 250 on the computer-based test, or 100 on the Internet-based test <p>*NOTE: Students are exempt from submitting English test scores if they meet one or both of the following conditions:</p> <ul style="list-style-type: none"> • They received a high school diploma from an accredited, English-speaking institution in the United States, Canada, the United Kingdom, Ireland, Australia or New Zealand. • They have attended a university where English is the medium of instruction for at least one year of full-time study at the time they apply.

Term	Details
Liaison Officers	<p><u>Exeter:</u></p> <p>Name: Clare Crick Position: Study Abroad Officer (inbound) Student Employability and Academic Success Email: c.crick@exeter.ac.uk Tel: +44 1392 725002</p> <p><u>University of New Mexico:</u></p> <p>Name: Emily Mosby (Outbound) Position: Study Abroad Coordinator Email: ehmosby@unm.edu Tel: +1 505 277-4032</p> <p>Name: Anima Bista Position: Exchange Coordinator (Inbound) Email: exchange@unm.edu</p> <p>Name: David Wright Position: Director Email: wrightd1@unm.edu Tel: +1 505-277-4028</p>