

EXCHANGE AGREEMENT

Between



THE POLYTECHNIC OF NAMIBIA

Duly established in terms of the Polytechnic of Namibia Act, Act 33 of 1994,
Herein represented by Prof Tjama Tjivikua, in his capacity as *Rector*
and duly authorised thereto and whose business address is:

13 Storch Street
Private Bag 13388
Windhoek
NAMIBIA

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E-mail: rector@polytechnic.edu.na
Website: www.polytechnic.edu.na

(Hereinafter referred to as the "Polytechnic")

and



THE UNIVERSITY of
NEW MEXICO

THE UNIVERSITY OF NEW MEXICO

Herein represented by Prof Chaouki Abdallah in his capacity as *Provost and Executive
Vice for Academic Affairs*
and duly authorised thereto and whose business address is:

University of New Mexico
MSC06 3850
Albuquerque, NM 87131-0001
USA
Telephone: 505 277 4032

E-mail: geo@unm.edu
Website: <http://geo.unm.edu>

(Hereinafter referred to as "UNM")

(Hereafter jointly referred to as the "Parties")

WHEREAS the **Polytechnic** and **UNM** recognize the value of educational cooperation and exchange for the purpose of deepening the understanding of scientific, technological, historical, social, economic and political issues, as well as the traditions of each of their respective cultures; and

WHEREAS the **Polytechnic** and **UNM** affirm their desire to strengthen the bonds between the two academic communities through staff and student mobility and educational exchanges.

NOW THEREFORE IT IS MUTUALLY AGREED AS FOLLOWS:

In order to promote international co-operation and understanding and to foster institutional development, the **Parties** agree to co-operate in the areas of:

- staff and students exchange

1. DEFINITIONS

In this Agreement unless the context implies otherwise:

- | | |
|--|---|
| 1.1 "Exchange" | shall mean a one-for-one exchange of students from each Institution, or an exchange of faculty, research fellows, or staff, for which one-for-one mobility is not required; |
| 1.2 "Exchange Student" | shall mean students participating in any student exchange program; |
| 1.3 "Exchange Academic Staff members" | shall mean academic staff member/s, participating in any Academic Staff Exchange Program; |
| 1.4 "Exchange Research Fellow" | shall mean any academic staff member, participating in any Research Fellow Exchange Program; |
| 1.5 "Home Institution" | shall mean the Institution at which the student intends to graduate; or where the faculty or staff member is employed; |
| 1.6 "Host Institution" | shall mean the Institution which has agreed to receive Exchange Students, faculty or staff members from the Home Institution; |
| 1.7 "Student Exchange Program" | shall mean any Student Exchange Program established herein; |
| 1.8 "Faculty or Staff Member Exchange Program" | shall mean any faculty or Staff member Exchange program established herein; |

1.9 "Research Fellow Exchange Program" shall mean any Research Fellow Exchange program established herein.

2. PURPOSE

The purpose of this Agreement is to establish educational relations and cooperation between the **Parties** that will promote academic linkages and mutual understanding. **Student Exchanges** are intended to allow for enrolment in **Host Institution** courses for academic credit that will be transferred and applied to the student's **Home Institution** degree. **Faculty** and **Staff exchanges** are intended to promote collaboration.

3. RESPONSIBILITIES OF THE PARTIES

The **Parties** agree:

- 3.1 to take all reasonable measures to implement this Agreement as permitted by available funding and personnel;
- 3.2 to accept and enrol **Exchange Students** as full time, "non-award," or "non-degree-status" students for the duration of their exchange;
- 3.3 to communicate with each other on a timely basis on including but not limited to course availability, enrolment limitations and restrictions and any applicable fees;
- 3.4 to send completed exchange applications to the **Host Institution** at least twelve (12) weeks before the beginning of the entry semester. The **Host Institution** will determine whether to admit exchange applicants;
- 3.5 to verify that students have sufficient funds for their exchange;
- 3.6 to provide **Exchange Students** the same academic resources and support services available to all students at the **Host Institution** where available;
- 3.7 to provide each student's transcript to the **Home Institution** with the student's consent;
- 3.8 to make reasonable efforts to involve equal numbers of students from each institution over the period of this Agreement; and
- 3.9 that the **Home Institution** will determine how much academic credit to grant a student for **Host Institution** courses.

4. STUDENT EXCHANGE

- 4.1 Each Party may send either undergraduate or graduate students as **Exchange Students** to the Institution of the other Party in appropriate fields of study. Courses in the appropriate fields of study must be in place at both Institutions, and taught by University teaching staff as a prerequisite for student exchange. For each student an individual Learning Agreement will be drawn up to be signed by an **Exchange Student** before commencement of an exchange. The **Parties** will decide on the mutual recognition of courses approved by each Party.

4.2 Selection and Enrolment of Students

The **Home Institution** will nominate high-achieving students as exchange applicants. Subject to the approval of the **Host Institution**, undergraduate, graduate and post-graduate students may participate if:

- 4.2.1 they have completed at least one year of study at their **Home Institution**;
 - 4.2.2 they will be enrolled at their **Home** and **Host institution** for the full period of the exchange; and
 - 4.2.3 both Institutions deem them academically qualified to succeed and have approved their enrolment proposal.
- 4.3 No tuition fee will be payable at the **Host Institution**. Students will, however, be expected to pay the applicable registration fees and other relevant costs. Such fees may include fees for students association, administration, public transportation etc.
- 4.4 An **Exchange Student** shall be officially enrolled at its **Home Institution** and at the **Host Institution** in accordance with the enrolment prerequisites of either Institution and will have the same rights and obligations as any other students at the applicable Institution.
- 4.5 The **Host Institution** shall make efforts as appropriate to assist students from the **Home Institution** with accommodation.

4.6 Responsibilities of Students

Students must:

- 4.6.1 get the **Home Institution's** prior approval for **Host Institution** courses;
- 4.6.2 meet the **Host Institution's** applicable language-proficiency requirement;
- 4.6.3 obtain a copy of their **Host-Institution** transcript and submit it to their **Home Institution** on a timely basis;
- 4.6.4 comply with the **Host Institution's** applicable rules and procedures;
- 4.6.5 meet all applicable host-country immigration and visa requirements on a timely basis; and
- 4.6.6 comply with all applicable host-country laws

4.7 Student Numbers

The **Parties** shall make reasonable efforts to involve equal numbers of students from each Institution over the term of this Agreement. Typically, up to five (5) students from each Institution will participate in any Exchange Program each year for one or two academic sessions. The **Parties** will adjust this number as needed to reach an overall balance of incoming and outgoing students. In assessing balance, one student registering for two academic sessions is equivalent to two students registering for one academic session. Any imbalance in a given semester ideally should be corrected in the subsequent year. If an imbalance continues for more than three consecutive academic terms (including summers), the Party that has received the larger number of incoming students has the option to operate the exchange on a one-way basis until the imbalance is corrected, whereupon it will resume operating on a reciprocal basis as described above.

4.8 Financial Responsibilities of Exchange Students

Each student shall subject to 4.3 above be responsible for:

- 4.8.1 **Home Institution** tuition and fees;
- 4.8.2 round-trip travel costs including passport, visa and ancillary costs;
- 4.8.3 books, class materials, supplies and other materials;
- 4.8.4 any **Host Institution** special course fees, laboratory fees, or recreation fees;
- 4.8.5 living expenses (accommodation, food, transportation, personal expenses, tourism, etc.)
- 4.8.6 administrative fees applicable to all incoming international students; and
- 4.8.7 health and accident insurance that meets **Host Institution** requirements.

4.9 Families

A student's proposal to bring his or her spouse and/or dependents is subject to the **Host Institution's** approval. The **Exchange Student** will pay all additional costs pertaining to a family member.

5. FACULTY AND STAFF EXCHANGES

- 5.1 The **Parties** agree in principle to exchanges of **Faculty** and **Administrative Staff**. The details will be negotiated in advance and will be governed by both **Parties'** rules and policies. The **Parties** are not responsible for any arrangements made by participants for exchange of accommodations including but not limited to motor vehicle use.

6. VISITING RESEARCH FELLOWS

- 6.1 Either Party may nominate one or more of its faculty members as research fellows to visit the other Institution for the purpose of advanced study or research, subject to the approval of the **Host Institution**. In such cases, the **Home Institution** will provide the research fellow with his/her salary and benefits based on the **Home Institution's** regulations. The **Host Institution** will provide institutional courtesies, reasonable office space, library and research facilities and an appropriate appointment to the research fellows.
- 6.2 It is understood that unless agreed to in writing, any visiting staff member shall not be deemed to be employees of the **Host Institution**. Such staff members, however, shall be expected to follow the rules of conduct of the **Host Institution**.

7. FUNDING

The **Parties** agree to investigate partnership opportunities to raise funds to support the collaboration and exchange programmes.

8. PROGRAM REVIEW AND CO-ORDINATORS

The **Parties** will evaluate the exchange program at least every two years to make any needed changes and to explore new opportunities for collaboration. As

specific and mutual areas of interest are identified and agreed upon, each Party will appoint a program co-ordinator to ensure the implementation of the various planned activities.

9. DIRECT ENROLLMENT

Students may apply for direct enrolment at the **Host Institution** through the regular admission process and must pay all required tuition, fees, and other applicable costs. This Agreement does not apply to direct-enrolment students.

10. TERM, RENEWAL, AMENDMENT, TERMINATION AND DISPUTE RESOLUTION

10.1 This Agreement shall become effective for an initial term of five (5) years from the date of the last signature by the **Parties'** duly authorized representatives.

10.2 This Agreement may be renewed for additional terms of five (5) years, and shall be subject to the same terms and conditions set forth herein, upon written notice of such renewal by either Party to the other Party at least thirty (30) days prior to the expiration of the initial term.

10.3 This Agreement may not be amended except by an instrument in writing signed by the duly authorized representatives of each Party.

10.4 Either Party may terminate this Agreement by giving the other Party at least one hundred and eighty (180) days' written notice, but any students who have been accepted at either Institution at the date of termination may complete their courses of study in accordance with this Agreement. Termination shall be without penalty.

10.5 This Agreement is signed in good faith and in accordance with the administrative rules and procedures governing each Party. Therefore, any dispute that may arise concerning its interpretation and implementation will be resolved amicably through negotiations.

11. VIS MAJOR

Neither Party shall be liable to the other for inability to perform or delayed performance in terms of this Agreement, should such inability or delay arise from any cause beyond the reasonable control of such Party, provided that the existence or happening of such cause has been drawn to the attention of the other Party within a reasonable time of occurrence of such cause (hereinafter referred to as a "*vis major* event").

For the purposes of this clause a *vis major* event shall without limitation of the generality of the foregoing, be deemed to include strikes, lock-outs, accidents, fires, explosions, theft, war (whether declared or not), invasion, foreign enemies, civil insurrection, flood, earthquake, lightning, act of local or national Government, Martial Law or any other cause beyond the reasonable control of the Party affected.

12. IMPLEMENTING AGREEMENTS

Supplemental agreements will be entered into to establish details for the operation and implementation of specific tasks and will become attachments to this Agreement.

13. NOTICES

All notices required hereunder shall be in writing and delivered by a duly authorized representative of the Party giving the notice and sent by email transmission to the addresses contained in the Party's citation above. Either Party may change its email address for notice purposes by providing prior written notice to the other party. Any notice sent by email transmission shall be deemed to have been delivered at the time of confirmation of receipt by the addressee.

14. SIGNATURES

The Parties hereto have executed this Agreement in 2 (two) original copies by their duly authorised representatives on the day and at the place referred herein, each Party receiving 1 (one) original copy hereof.

**FOR:
THE POLYTECHNIC OF NAMIBIA**

**FOR:
THE REGENTS OF THE UNIVERSITY
OF NEW MEXICO**

Place Date

Albuquerque, NM, USA June 16/2015
Place Date

Prof Tjama Tjivikua
Rector

Chaouki Abdallah
Chaouki Abdallah
*Provost and Executive Vice for Academic
Affairs*

Dr Marius Kudumo
Director: International Relations

WITNESS

WITNESS

Jessica Ramos