

**MEMORANDUM OF AGREEMENT (MOA)**

between

**REGENT'S UNIVERSITY LONDON, UK**

and

**THE REGENTS OF THE  
UNIVERSITY OF NEW MEXICO, USA**

Acknowledging the benefits that each institution can gain from the other in facilitating the advancement of shared goals in teaching, learning and scholarship, each agrees to enter into this Memorandum of Agreement.

In doing so, each institution acknowledges the high quality of teaching, learning and research conducted at the other.



**MEMORANDUM OF AGREEMENT BETWEEN**

**REGENT'S UNIVERSITY LONDON, UK (RUL)**

**AND**

**THE REGENTS OF THE UNIVERSITY OF NEW MEXICO, USA (UNM)**

Regent's University London in the UK (hereafter called RUL), and the Regents of the University of New Mexico, USA (hereafter called UNM), wishing to initiate cooperative relations, especially to develop academic and cultural interchange through mutual assistance in the areas of education, research and others, agree as follows:

**PART I**

**SCOPE OF COOPERATION**

The areas of cooperation include, subject to mutual consent, any programme offered at either institution as felt desirable and feasible by either contracting party and that both parties feel contributes to the fostering and development of their cooperative relationship.

**Purpose**

- i) The general purpose of this agreement is to strengthen the current educational relations and cooperation between the parties by promoting academic linkages and enriching the understanding of the culture of the two countries concerned.
- ii) The purpose of exchanges between Faculty members is to promote collaborative research, other educational developments and to further mutual understanding.
- iii) The purpose of the Student Exchange program is to enable students to enrol in subjects at the host institution for credit which will be applied towards their degree at their home institution.
- iv) The purpose of the Study Abroad program is to allow direct enrolment by UNM students into RUL subjects on a preferential-rate fee-paying basis, for one or two semester's duration, and vice versa. This option is made available whenever UNM or RUL wish to send more students than those participating in exchange (iii).

The assistance to be provided by each of the parties will be teaching, research, exchange of faculty and students, and staff development, consultancy, etc., as deemed beneficial by the parties.

The parties will encourage direct contact and cooperation between their faculty and administrative staff, divisions and other units.

## **PART II**

### **AREAS OF COOPERATION**

1. Exchange of students;
2. Exchange of faculty members;
3. Joint research and consultancy activities;
4. Participation in seminars and academic meetings;
5. Exchange of academic materials and other information;
7. Special short-term academic programmes
8. Inbound Fee-Paying Study Abroad at preferential rates
9. Promoting recruitment for each other
10. Other areas as deemed beneficial by both parties

The terms of such mutual cooperation and where necessary budget for each specific activity that is implemented will be subject to negotiation and prior written agreement. Each party will designate a member of staff to coordinate specific activities or programmes.

In respect to any particular form of cooperation, this MOA may have, from time to time, written agreements annexed to it with regard to any specific project.

Each party will ensure that all public statements including statements to the media or articles relating to their joint activities are first cleared by the other party prior to release or publication.

No party will have the right to use the name or logo of another party without that party's prior written consent and other conditions attached to such consent.

The parties acknowledge that the academic and research standards properly established by each of them must be maintained at all times and that the relationship between the parties will not operate to constrain the other party from applying those standards.

This MOA does not legally or financially bind either party. Its aim is to promote mutually beneficial relations, this being the primary aim of university collaboration.

## **PART III**

### **STUDENT EXCHANGE PROGRAM & STUDY ABROAD FEE-PAYING**

#### **A. PURPOSE**

The purpose of this programme is to make possible and to institute the exchange of graduate and undergraduate students between the two parties on a continuing basis.

## **B. DEFINITIONS**

In this MOA, unless the context will otherwise imply,

1. "exchange" shall mean a one-for-one exchange of students from each institution.
2. "exchange students" shall mean students participating in the exchange implemented herein.
3. "home institution" shall mean the university at which the student intends to graduate.
4. "host institution" shall mean the institution that has agreed to receive the exchange students from the home institution.
5. "study abroad students" shall mean the students that exceed the annual four-semester exchange cap and therefore must pay discounted tuition at the host institution.

## **C. NUMBERS**

The parties agree to exchange up to four semesters per academic year. Subject to the availability of suitable candidates, each party will endeavour to send to the other exchange students each academic year, during the period of this MOA. RUL and UNM will review the program annually for any imbalances in the number of students and will adjust the number of students exchanged the following year, as necessary, to maintain a reasonable balance in the exchange.

- i) In principle, the exchange of students will occur on a one-for-one basis. This number may vary in any given year, but over a fixed period of three years, the total number of students participating shall be balanced.
- ii) The number of Study Abroad students sent to RUL will not be restricted unless agreed between the parties, but generally will not go above 10 per academic year.
- iii) The number of Study Abroad students sent to UNM is not restricted.

## **D. SELECTION OF PARTICIPANTS**

The home institution will select the applicants for the exchange and study abroad. The home institution will send the applications for as many exchange and fee-paying study abroad students as there have been places allocated in good time as determined by the application deadlines established by each institution. The host institution reserves the right of making final judgments on the admissibility of each student nominated for the exchange or study abroad. The following guidelines apply to all students:

- a. Students must satisfy the language proficiency for admission, or take appropriate language instruction, prior to the beginning of their academic programme, as determined by the regulation of the host institution.

- b. Students may apply to any academic programme offered at the host institution, as full-time, unclassified undergraduate students, or as limited graduate degree students at a level determined by the host institution. The host institution reserves the right to exclude students from restricted enrolment programmes. Any academic credit earned at the host institution may be transferred to the home institution in accordance with procedures determined by the latter.
- c. Participating students must have completed at least one year of continuous successful study at the home institution before the exchange year. Students who apply to study at the graduate level must be in the fourth year of bachelor's degree study (or equivalent) before the exchange year.
- d. Upon completion of one semester of postgraduate study at the host institution (one or two semesters at undergraduate level), students must return to the home institution, unless an extension is granted. Such extension of stay must be approved by both parties. If an extension is approved, the pertinent exchange student will become a tuition-paying study abroad student only if there is no exchange semester available to apply to the extension.
- e. If, with written permission of the home institution, an exchange/study abroad student admitted with non-degree undergraduate status or non-degree graduate degree status wishes to apply for degree status in a future period, the student must reapply to the host institution by submitting a new application form and processing fee (if applicable) prior to the established campus deadlines. (If the student is still participating under the exchange program, no processing fee will be required, upon notification by International Partnerships Office. The applicant will be subject to a review of academic and financial credentials as a standard requirement of all applicants for degree status at host institution. If accepted to a degree programme while remaining under the exchange agreement, the student will be counted against the exchange quota of the ensuing period. Both of the above options can be undertaken only upon the approval of authorities at the home institutions.
- f. Students must abide by all the rules and regulations of the host institution.

#### **E. RESPONSIBILITIES OF RUL**

RUL agrees to accept the agreed number of exchange students and to enrol them as full-time, non-degree students for one or two regular semesters of the academic year and to provide them with tuition and central support service fee waivers. RUL will provide the appropriate counselling and other assistance to the UNM exchange students and will assist students in finding suitable accommodation. At the end of each academic term, RUL will send an official transcript of credits for each exchange student to UNM.

#### **F. RESPONSIBILITIES OF UNM**

UNM agrees to accept the agreed number of exchange students and to enrol them as full-time, non-degree students for the regular semesters of the academic year and also to provide them with tuition and mandatory fee waivers. UNM will assist RUL

students in finding appropriate accommodation. UNM will provide the appropriate counselling and other assistance to the RUL exchange students and at the end of their academic program will provide RUL with an official transcript of credits for each exchange student in accordance with the Family Educational Rights and Privacy Act (20 U.S.C. §1232g).

#### **G. FINANCE AND SERVICE**

All exchange students must register and pay tuition and other required fees at the *home institution* plus any applicable course fees or administrative fees at the host institution. All study abroad students must register and pay discounted tuition and other required fees at the *host institution* at the preferential rate of 20% off the full rate for international students. The host institution will provide both exchange and study abroad students with the necessary visa documents. The participating students will be responsible for the following:

- a. Room and board expenses;
- b. Transportation to and from the host institution;
- c. Medical insurance; and Health Service fee (UNM students);
- d. General living and transportation expenses;
- e. Textbooks, class materials, supplies, clothing, and personal expenses;
- g. Passport and visa costs; and
- h. All other debts incurred during the course of the year.

The home institution shall satisfy itself that a candidate for exchange and study abroad has the ability to meet all his or her financial responsibilities as detailed above.

#### **PART IV**

##### **FACULTY AND STAFF EXCHANGES**

The parties agree in principle to the possibility of exchanges by General staff (Administrative and Technical) 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 parties shall not be responsible for any private arrangements made by participating staff members concerning exchange of accommodation, vehicles, etc.

#### **PART V**

##### **PROGRAMME REVIEW**

Both parties will be responsible for a regular review of the programme on a 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 cooperation in scholarship and research.

## **PART VI**

### **TERM, RENEWAL, TERMINATION AND AMENDMENT**

This MOA shall remain in force for a period of five (5) years from the date of the last signature and will be renewed automatically with the understanding that it may be terminated at any time by either party by mutual written agreement or in any event by twelve months written notice from either party to the other for any reason or for no reason.

Any termination of this MOA will not operate to prejudice an individual student or staff member engaged as of the date of termination in one of the areas of cooperation outlined above. The intention is that such individual's activity will be permitted to reach its natural or contemplated conclusion.

This MOA may be amended by the exchange of letters between the parties. Such amendments, once approved by both parties, will become part of this MOA.

## **PART VII**

### **COUNTERPARTS BY FACSIMILE OR E-MAIL**

This MOA may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. 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.

## **PART VIII**

### **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 following addresses. 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.

Regent's University London  
Inner Circle, Regent's Park  
London, NW1 4NS, UK  
[ipo@regents.ac.uk](mailto:ipo@regents.ac.uk)  
+44 (0) 207 487 7518  
<http://www.regents.ac.uk>

Director, Global Education Office  
University of New Mexico  
MSC06 3850  
Albuquerque, NM 87131-0001 USA  
+1-505-277-4032; e-mail: [geo@unm.edu](mailto:geo@unm.edu)  
<http://geo.unm.edu/>

**IN WITNESS WHEREOF**, the parties hereto have offered their signatures:

**FOR REGENT'S UNIVERSITY LONDON**



Professor Aldwyn J. R. Cooper,  
Vice-Chancellor

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



Professor Chaouki Abdallah, Provost &  
Executive VP for Academic Affairs

Date: 28-1-16

Date: March 9/2016

Regent's U London-UNM exch & direct enroll agmt