



#### PROTOCOL FOR STUDENT EXCHANGE

With regard to the second area of interaction (shown as: 1.1 Reciprocal exchange of students, faculty, and staff) as indicated in the General Cooperation Agreement between The Regents of the University of New Mexico, Albuquerque (hereafter referred to as "UNM") and Rikkyo University (hereafter referred to as "RU"), both parties agree on the following fundamental conditions:

#### 1. Definition

- "Home Institution" shall mean the institution at which students are primarily enrolled.
- "Host Institution" shall mean the institution that has agreed to receive the students from the Home Institution.
- "Exchange Students" shall mean the students for whom reciprocal obligations exist for the home institution to accept for enrollment. Such students from the host institution are subject to the conditions determined by this agreement.

## 2. Number and eligibility of exchange students

- 2.1 Each institution will provide four (4) student semesters for exchange each year. (A student semester is an exchange of one student for one semester and may be arranged to suit the requirements of the home university.) However, the number of students to be exchanged in any one year shall be determined on the basis of the number of qualified applicants and the academic facilities available to accommodate exchange students.
- 2.2 In case of an imbalance of student exchange between The University of New Mexico, Albuquerque and Rikkyo University, both universities will attempt to balance the program within the term of the agreement.
- 2.3 In case of undergraduate students, those who have completed at least one year of study at their home institution will be considered eligible for exchange. As for graduate students, those who completed one semester of study at their home institution may be considered.
- 2.4 Students to be exchanged shall be selected by the home institution, but they shall be accepted subject to approval for admission by the host institution.
- 2.5 For the purposes of this agreement, the University of New Mexico, Albuquerque Center for English Language and American Culture (CELAC) shall be considered an eligible program for Rikkyo University exchange students, but CELAC's standard fees will apply because it is a self-supporting program.

### 3. Admission of exchange students

3.1 The home institution shall submit to the host institution a list of exchange students to be nominated along with other necessary documentation as required by the host institution by the designated application deadline listed below:

#### For RU students to study at UNM:

For Spring (January) admission: September 15

For Fall (September) admission: March 15

### UNM students to study at RU:

For Spring (April) admission: November 15

For Fall (September) admission: March 31

3.2 The host institution shall inform home institution of its decision regarding the acceptance of exchange students by the dates listed below:

#### For RU students to study at UNM:

For Spring (January) admission: October 31

For Fall (September) admission: May 31

### UNM students to study at RU:

For Spring (April) admission: by mid-February

For Fall (September) admission: by late June

3.3 Exchange students shall possess the minimum required level of language proficiency as required by the host institution:

### RU students to study at UNM:

Test of English as a Foreign Language (TOEFL) - **68** on the Computer-Based Test or 520 on the Paper-Based Test

International English Language Testing System (IELTS) - 6.0

Cambridge English Language Assessment Cambridge English: Advanced (CEA) or Certificate of Proficiency in English (CPE) –  $\rm C$ 

# UNM students to study at RU:

While previous experience of the Japanese language is not necessarily required for the admittance to the exchange program at RU, incoming exchange students must meet the minimum required level of the Japanese language proficiency if they wish to be enrolled in academic courses offered in Japanese. During the orientation, incoming exchange students must take the Japanese Language Placement Test, given by RU's Center for Japanese Language Education, in order to register for the Japanese language program or any academic courses offered in Japanese.

The host institution shall provide exchange students with both necessary information about visa and relevant documents as well as other assistance for visa application as required by the host nation's immigration laws and regulations. However, it shall be the sole responsibility of exchange students to complete the visa application and meet all the requirements.

# 4. Enrollment of exchange students

4.1 Exchange students shall be enrolled as full-time non-degree students and become subject to the host institution's standard rules and regulations. The host institution retains its right to exclude exchange students from registering for certain types of courses where registration is closed or facilities are limited.

### 5. Duration of exchange program

5.1 The period of stay at the host institution as an exchange student shall not exceed one (1) academic year.

5.2 Upon the completion of an exchange student's studies at the host institution, the student must return to the home institution. No extension of stay shall be permitted without the permission of both the home and host institutions.

#### 6. Financial Responsibilities of Exchange Students

- 6.1 The host institution shall waive payment of all tuition and mandatory fees for exchange students. All other expenses listed below shall be borne by those students and will not be the responsibility of host institution.
  - a. Home institution tuition and fees
  - b. Round-trip travel costs including passport, visa, etc.
  - c. Books, class materials, supplies, etc.
  - d. Any host-institution special course fees, laboratory fees, English (CELAC) or Japanese language-instruction fees, or recreation fees
  - e. Living expenses (accommodation, food, transportation, personal expenses, tourism, etc.)
  - f. Administrative fees applicable to all incoming international students.
  - g. Health and accident insurance that meets host-institution requirements.

## 7. Transfer of Credits

7.1 Host institution shall send an official academic transcript for each exchange student to the home institution in accordance with applicable laws and policies. Any academic credits that the students receive from the host institution may be transferred back to the home institution in accordance with procedures determined by home institution.

#### 8. Health Insurance

Exchange students are required to buy adequate overseas health insurance that extends the coverage for the duration of their intended study at the host institution. Students from UNM must join the Japanese National Health Insurance regardless of the length of their stay at RU.

#### 9. Housing and Campus Facilities

- 9.1 The host institution makes every possible effort to provide proper housing or at least introduce the relevant information regarding the accommodation options suitable for incoming exchange students.
- 9.2 The host institution shall grant exchange students access to the same facilities normally available to its own students.

#### 10. Protection of Personal Information

- 10.1 The University of New Mexico, Albuquerque and Rikkyo University agree that any personal information (including health information) about exchange students transferred from its exchange partner shall be handled with care in compliance with the rules and regulations as set forth by host country as well as the students' home country for the protection of personal information.
- Each institution collects personal information regarding exchange students transferred from its exchange partner for the purpose of providing necessary services in educational and academic activities offered at the host institution. Neither may disclose the students' personal information to third parties except in accordance with applicable laws and policies.

#### 11. Intellectual Property Rights

This protocol shall not be construed as indicating or inferring the transfer, assignment or infringement of any intellectual property rights between the two institutions.

# 12. Compliance with Laws and Regulations

- Exchange students will comply with the rules and regulations of the host university and be subject to all requirements and penalties of a regular student where applicable to a student of exchange status.
- 12.2 Each institution reserves the right to expel any exchange student at any time for academic or personal misconduct in violation of its established regulations. Such expulsion shall first be discussed and agreed upon by both institutions.

### 13. Force Majeure

13.1 Neither institution shall be liable for any failure or delay to fulfill its responsibility specified by this protocol due to an Act of God, war, armed conflict, civil disturbance, legal restrictions, riots, insurrections, strikes, earthquake, flood, tsunami, fire, explosion or any cause beyond the control of the institutions; provided that a written notice of the start and end of the circumstances excusing fulfillment shall be given as quickly as possible.

## 14. Dispute Resolution

14.1 Any disputes or controversies arise in connection to this protocol or the breach thereof will be resolved amicably through negotiations between the parties.

#### 15. Renewal and Termination

- 15.1 This protocol for student exchange shall remain in effect for an initial term of five (5) years from the date of the last signature by the parties' duly authorized representatives and shall automatically renew for successive five-year terms unless terminated as provided below. This protocol may be amended only with the agreement and official approval of both institutions. Each party reserves the right to terminate this protocol. This protocol may be terminated only after a written notice of intent one year in advance of the termination date desired.
- Such notification of termination shall not affect the status of exchange students who have already been accepted for programs initiated prior to the termination.

# 16. Counterparts by Facsimile or Email.

16.1 This Agreement 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.

#### 17. Notices.

17.1 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.

MSC06 3850 Albuquerque, NM 87131-0001 USA 1-505-277-4032; e-mail: geo@unm.edu http://geo.unm.edu/ 3-34-1 Nishi-Ikebukuro Toshima-ku, Tokyo 171-8501 Japan http://www.rikkyo.ac.jp/

## 18. Controlling Language

18.1 This protocol is written in English and each party to the protocol shall retain one (1) copy. Any translation in any other language shall be for reference only and shall not be considered legally binding.

The Regents of the University of New Mexico

Rikkyo University

Chaouki Abdallah, Provost and Executive Vice President for Academic Affairs

Dr. Tomoya Yoshioka, President

July 20/6

July 11, 2016

Rikkyo-UNM Exchange Agreement