

STUDENT MOBILITY AGREEMENT

BETWEEN:

**SIMON FRASER UNIVERSITY
BRITISH COLUMBIA, CANADA**

(“SFU”)

AND:

**THE REGENTS OF THE UNIVERSITY OF NEW MEXICO
ALBUQUERQUE**

(“UNM”)

WHEREAS:

A. SFU and UNM seek to promote scholarly exchange and international understanding by stimulating and supporting academic and intercultural activities between students from Canada and the United States of America; and

B. To assist in achieving this goal, SFU and UNM wish to establish a student mobility program between the two Institutions, all on the terms and conditions contained herein. This agreement replaces the *Student Mobility Agreement between Simon Fraser University and The Regents of The University of New Mexico*, which was signed by the parties on May 18 2016.

NOW THEREFORE in consideration of the premises and the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. **Term.** This Agreement will be in effect from the date of signature for a period of 3-years (the “**Term**”). This Agreement may be extended by agreement in writing signed by both Institutions.
2. **Definitions.** In this Agreement the following words and expressions have the following meanings:
 - (a) “**Academic Term**” means one regular academic term of study, whether called a term, quarter, trimester or semester;
 - (b) “**Academic Year**” means September 1 through August 31;
 - (c) “**Academic Calendar**” means September 1 through August 31 for SFU, and mid-August through mid-May for UNM;
 - (d) “**Home Institution**” means that Institution sending students on a student mobility placement and the Institution from which those students intend to graduate;

- (e) **“Host Institution”** means the Institution receiving students.
- (f) **“Institution”** means either SFU or UNM, as applicable, and **“Institutions”** means SFU and UNM collectively;
- (g) **“Student”** means a student participating in a mobility activity under this agreement;
- (h) **“Candidate”** means a prospective student seeking admission to the Host Institution for the purposes of completing a program under this agreement; and
- (i) **“Program”** means the student mobility activity undertaken by a student at or via the Host Institution, which can include study, teacher education practicum, research, coop practicum and/or an internship placement.

3. **Candidate Selection.**

- (a) Each Home Institution will select undergraduate and/or graduate Candidates to enroll at the Host Institution to complete an Academic Term that may include study, research, teacher education practicum, internship and/or a coop practicum placement.
- (b) The Home Institution, following the admission requirements of the Host Institution, shall assume full responsibility for the assessment and selection of qualified Candidates. The selection process shall involve a stringent evaluation of the Candidate’s previous academic record, motivation, and overall potential to succeed in an international academic environment. The Host Institution shall respect the Student selection made by the Home Institution (provided the student is eligible for admissions) and will not reject a nomination, except in extraordinary circumstances.
- (c) Each Institution, respecting the minimum language proficiency admission level established by the other, shall, as part of the screening procedure, confirm the language proficiency of all Candidates. Students must demonstrate adequate language levels to undertake academic coursework at the Host Institution.

4. **Reciprocity and allocation of spaces**

- (a) The number of Academic Term spaces allocated by the Host Institution will be negotiated annually and agreed on by mutual consent in advance of any nomination and application deadline.
- (b) It is understood that a balance in numbers of spaces exchanged will be sought over the period of this agreement. Both Institutions will review the program annually for any imbalances in activity.

- (c) SFU and UNM may agree to allocate spaces separately for specific academic programs or types of student mobility program. This will be determined annually and by mutual consent.
- (d) Either Institution may elect to send a full-time Student on a placement for 1 Academic Term rather than 2 Academic Terms (and 2 Students for 1 Academic Term will be equivalent to 1 Student for 2 Academic Terms).
- (e) Reciprocity ratios for shorter or non- credited programs (ex. Summer programs, coop practicum placements, research placements, etc.) will be determined by mutual agreement as needed.
- (f) If an imbalance exists at the end of an Academic Year, it shall be resolved as follows:
 - i. provided this Agreement continues in force, every attempt shall be made to correct the imbalance by adjusting the number of Students to be exchanged in the following Academic Year and for every Academic Year thereafter, unless otherwise agreed upon; or
 - ii. if this Agreement comes to an end (whether through expiry or earlier termination), the Institution having hosted the larger number of Students up to the date on which this Agreement ends shall be entitled to rectify any existing imbalance within 2 years from the date on which this Agreement ends.

5. Provisions for Students participating in a study placement. The acceptance of a Candidate in a reciprocal study placement is subject to the following provisions:

- (a) A full-time student at SFU normally enrolls in 9 to 15 units per Academic Term, whereas a full-time student at UNM normally enrolls in 12 to 15 (undergraduate) credits or 9 (graduate) credits per Academic Term. A Student may enroll in more or less units/credits per Academic Term, provided both the Home Institution and Host Institution agree. A Student must be enrolled as a full-time student at UNM in order to meet U.S. student visa requirements.
- (b) The Host Institution reserves the right to exclude Students from restricted enrolment programs. These programs will be updated annually and provided to the Home Institution at least three months prior to every Academic Term. This list is subject to change without notice. This agreement does not include the Beedie School of Business.
- (c) Students who are accepted for 2 Academic Terms must be in good academic standing upon the completion of their first Academic Term at the Host Institution in order to continue for a subsequent Academic Term of study at the Host Institution. The Host Institution will consult with the Home Institution should a Student fails to meet the CGPA requirement to at the end of their first term.

6. **Provisions for Students participating in a co-op work term.** Provisions for Students participating in a co-op work term will be discussed on a case-by-case basis.
7. **Provisions for students participating in a research placement.** The acceptance of Candidates in a research placement is subject to the following provisions:
 - (a) Demonstration by Home Institution that there is an established supervisor at the Host Institution at the point of application.
 - (b) Approved proposal signed by both the host and home supervisor outlining the terms of participation at the Host Institution.
 - (c) Students must meet all required admission criteria as required by the Host Institution to undertake a research placement.
8. **Exchange Credits.** Neither Institution shall be responsible for confirming the acceptability of transfer/exchange credits for Students going on exchange. Each Institution shall inform its exchange Students that it is their responsibility to determine the acceptability of transfer/exchange credits for specific courses taken at the Host Institution toward degree completion at their Home Institution. It shall be the sole responsibility of the Home Institution to determine how many credits/units each Student shall receive for courses taken at the Host Institution.
9. **Rights and Responsibilities of the Participating Student**
 - (a) The Host Institution and Home Institution will advise each Student of the following Student responsibilities:
 - i. Applying and obtaining appropriate visas.
 - ii. Complying with all rules and regulations and all standards of conduct as any other student attending the Host Institution during the term of the placement.
 - iii. The need to inform themselves of the laws of the host country and all applicable jurisdictions during the term of the placement.
 - (b) The Host Institution will grant Students the same rights, responsibilities and privileges enjoyed by other students at the Host Institution during the course of their placement.
10. **Tuition/Fees.**
 - (a) Each SFU Student shall pay tuition and other required fees to SFU and will be exempted from payment of tuition and other required fees at UNM, with the exception of any applicable course fees, the administrative fee that UNM charges to all incoming international students, differential tuition, and the cost of health and accident insurance that meets UNM requirements (unless SFU Student provides proof to UNM of acceptable equivalent insurance coverage).

- (b) Each UNM Student shall pay tuition and other required fees to UNM and will be exempted from payment of tuition and other required fees at SFU, with the exception of:
- i. a mandatory U-Pass fee, which provides students with unlimited multi-zone access to public transportation in the Greater Vancouver region at greatly reduced rates; and
 - ii. a mandatory medical insurance fee, which provides exchange Students with one term (four months) of medical coverage (unless the UNM Student provides proof to SFU's approved vendor of acceptable equivalent coverage),

both of which will be payable to SFU and may be subject to change without prior notice.

- (c) Each Student will be advised that they shall be responsible for all other costs relating to participation in their Program at the Host Institution including, but not limited to: personal and living expenses, travel and related costs, books, school supplies and medical insurance and/or costs.

11. **Grading.** When applicable, Students will be graded based on the grading system of the Host Institution. Except under special circumstances, Students will be required to sit the same examinations for the courses in which they are enrolled as students of the Host Institution.
12. **Transcripts:** Upon completion of the exchange program, the Host Institution shall provide the Home Institution with an official copy of the transcripts for each participating Student.
13. **Graduation.** Students will continue to be treated as candidates eligible for degrees at their Home Institution, and will not be considered as candidates eligible for degrees at the Host Institution.
14. **Accommodation.** On-campus accommodation is not guaranteed. Each Host Institution shall assist Students in identifying on-campus or off-campus housing for the exchange period.
15. **Transportation.** Each Student participating in this Program will be advised that they must provide for their own transportation to and from the Host Institution.
16. **Health Services.** All Students will have access to the Host Institution's health services and/or local hospitals. However, all hospital and other medical expenses are the responsibility of each Student. Each Institution shall inform its exchange Students that they must purchase insurance to cover medical contingencies while in the host country.
17. **Student Behaviour.** All Students will be advised that they are subject to the same policies, rules, regulations, codes of behaviour and academic requirements as all

other students attending the Host Institution. Each Institution shall instruct its Students to represent their Home Institution and country in the host community to the best of their ability.

18. **Cancellation of Specific Placement.** A Host Institution may, in exceptional circumstances, and in consultation with the Home Institution, ask a Student to return to their Home Institution. Such circumstances include, but are not limited to the following:
- (a) a Student accepted for 2 Academic Terms is not in good academic standing at the Host Institution upon completion of their first Academic Term;
 - (b) a Student violates any of the policies, rules, regulations or codes of behaviour of the Host Institution;
 - (c) a prospective placement host is no longer able to honour the offering of a coop and/or research placement. In such cases, the host Institution will endeavour to find an alternative for the affected Student(s).

Students shall be advised that all costs associated with an early departure under this section will be the responsibility of the Student. The Host Institution will endeavour to advise the Home Institution and Student as soon as possible of the cancellation.

19. **Non Discrimination.** Each Institution shall select its candidates on the basis of merit without regard to race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status or disability. Each Host Institution shall treat all Students in the same non-discriminatory manner, subject to the policies, rules and regulations of the Host Institution.
20. **Privacy.** Each Institution shall ensure that all Student records and personal data relating to Students are held securely and confidentially and to further ensure that no data is used or disclosed for any purpose other than so far as is necessary in connection with the administration of the programs and as required by legislation. Further, both Institutions acknowledge that personal data relating to participating Students supplied by their Home Institution is to be processed by the Host Institution only in accordance with applicable legislation and otherwise on the express instructions of the Home Institution and agree that they will take appropriate technical and organizational measures against unlawful or unauthorized processing and accidental loss, destruction or damage of such personal data.
21. **Emergency Response.** In the event of an emergency situation (being any situation that puts a student at risk including, but not limited to, incidents of civil unrest, violent incidents or natural disasters) each Host Institution shall provide the same services and assistance to all Students attending the Host Institution as it provides to all other students attending the Host Institution.
22. **Point of Contact.** Each Institution will arrange for a named member of staff to act as first point of contact with respect to the program, and to co-operate as appropriate with members of the academic and administrative staff of the other Institution in matters of emergency, discipline, advice and evaluation. At SFU the

office responsible for the administration of the student exchange is SFU International Services for Students and for coop placement is Work Integrated Learning. At UNM the office responsible for the administration of the student exchange is the Global Education Office.

- 23. Termination.** Either Institution may terminate this Agreement prior to the end of the Term, with at least 90 days' written notice to the other Institution. Such notice of early termination will be sent via email by the Institution seeking early termination to the email address for the signatory (or his/her successor) at the other Institution (with a copy to the office responsible for the administration of the student exchange). At the time of termination, any programs already begun will be continued until their normal conclusion and the provisions of this Agreement respecting the rectification of any exchange imbalance upon termination of the Agreement shall continue to apply. Any notice of termination or request for renewals should be addressed as follows:

if to Simon Fraser University,

Attention:

Director, Global Engagement
SFU International
Simon Fraser University
8888 University Drive, Burnaby, B.C. Canada V5A 1S6

if to the University of New Mexico,

Attention:

Director of Education Abroad
Global Education Office, University of New Mexico
2120 Mesa Vista Hall
MSC06 3850
1 University of New Mexico
Albuquerque, NM 87131 USA

- 24. Amendments.** This Agreement may not be modified or amended in whole or in part, unless such an amendment is in writing and executed by both Institutions.
- 25. Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all parties had all signed the same document. All counterparts will be construed together and will constitute one and the same agreement.
- 26. Language.** This Agreement is drawn up in the English language. Any translation of the document into another language is for the convenience of the parties only and such translations will not have the force of law. The English language text shall prevail over any other.

27. **No Partnership or Joint Venture.** The Agreement is not intended to be, and shall not be construed as, an agreement to form a partnership, agency relationship, or a joint venture between the parties. Except as otherwise specifically provided in the Agreement, neither party shall be authorized to act as an agent of or otherwise to represent the other party.
28. **Electronic Transmission.** This Agreement or any counterpart may be executed by a party and delivered by facsimile or electronically in PDF format and if so executed and delivered this Agreement or such counterpart shall for all purposes be as effective as if the party had executed and delivered the Agreement or a counterpart bearing an original signature.
29. **Effective Date.** This Agreement will become effective when all the parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this Agreement.

Each party is signing this Agreement on the date stated below that party's signature on behalf of their respective Universities:

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



Nicole Tami, Ph.D.
Executive Director
of Global Education Initiatives

SIMON FRASER UNIVERSITY



Joy Johnson, Ph.D., FCAHS, FRSC
President and Vice-Chancellor

Feb 2, 2021

Date:

February 9, 2021

Date: