

25 AGO 2014

Dirección  
Asuntos Jurídicos



**SPECIFIC AGREEMENT FOR STUDENT AND FACULTY EXCHANGE, BETWEEN THE FUNDACIÓN UNIVERSIDAD DE LAS AMÉRICAS, PUEBLA, HERINAFTER DENOMINATED AS "UDLAP", REPRESENTED IN THIS ACT BY ITS ACADEMIC VICEPRESIDENT, DR. CECILIA ANAYA BERRÍOS, AND BY ITS VICE PRESIDENT FOR FINANCE AND INSTITUTIONAL ADVANCEMENT, MBA. MARIO VALLEJO PÉREZ; AND THE REGENTS OF THE UNIVERSITY OF NEW MEXICO, HERINAFTER "UNM", REPRESENTED BY ITS PROVOST AND EXECUTIVE VICE PRESIDENT FOR ACADEMIC AFFAIRS, DR. CHAOUKI T. ABDALLAH, IN ACCORDANCE WITH THE FOLLOWING ANTECEDENTS AND CLAUSES:**

**ANTECEDENTS**

- A. That in accordance with the Clause 2 of the General Agreement of Cultural and Academic Cooperation between the Fundación Universidad de las Américas, Puebla and the Regents of the University of New Mexico signed by both institutions, the parties wish to define the basis of the present Specific Agreement for Student and Faculty Exchange.
- B. That both parties recognize the importance of developing intercultural relationships and the benefits that result from the academic opportunities for their students.

Therefore, both parties wish to execute the present Specific Agreement for Student and Faculty Exchange, in accordance with the following terms and conditions:

**CLAUSES**

**Exchange of Undergraduate and Graduate Students**

- 1.1 The UDLAP and UNM will exchange a maximum of five (5) students from each university per semester. Students may attend the host university for either one or two academic semesters.
- 1.2 The undergraduate exchange students must have completed at least two years of study at the home institution and be enrolled in the third or fourth year, and the graduate exchange students must have completed at least one semester, before starting their studies at the host institution.
- 1.3 Over the duration of the exchange, both institutions agree to annually review the number of students sent and received and will try to achieve a numerical balance, without having to be equal in any one given year. Students participating in the exchange for one semester will count as a half of a full-time academic year student (.5 FTE) towards the balance of the exchange.
- 1.4 Students participating in the exchange will continue as candidates for degrees at their home university and will not be candidates for degrees at the host university. The program of study of each participating student will require the approval of the home university.
- 1.5 The host university will provide an official transcript of course work completed by participating students to the home university. Any academic credit earned at the host institution shall be transferred back to the home institution in accordance with procedures determined by the home institution. This transcript will contain the grades achieved in all courses or activities in which the student was enrolled, and will be accompanied by a description of the grading system and an indication of the credit points (or other measure of academic contribution to a degree) attributed to

each course or other activity. Current laws in each party's country concerning the protection of personal information cover this document.

- 1.6 Students participating in the exchange will pay tuition and fees to their home university. The host university will collect no tuition. Any special course, recreation or lab fees at the host university will be the responsibility of the participating students.
- 1.7 UNM's Global Education Office (GEO) will charge a one-time fee of \$125 USD to all international students. This fee will be charged to the student's UNM account only once during their first semester to cover the services that GEO provides to international students during their stay at UNM.
- 1.8 Exchange students shall be responsible for arranging their own accommodation with assistance from the appropriate office of the host university. All living, travel, and personal expenses shall be the responsibility of the participating students.
- 1.9 Exchange applications for the Fall Semester must be received by the host university no later than April 1 of the same year. Exchange applications for the Spring Semester must be received by October 1 of the preceding year.
- 1.10 The home university will select and nominate their students to participate in the exchange. However, the final decision on admission will rest with the host university.
- 1.11 Each request for admission shall be submitted in writing to the appropriate office at the host university and shall include the following information on each candidate:

- Name.
- Primary area of interest.
- Graduate or Undergraduate status.
- Citizenship/Copy of Passport.
- Current Academic Record (transcript).
- List of courses they wish to study at the host university.

Students applying to UNM will provide the additional information:

- UNM International Student Exchange Application.
- Copy of Passport.
- TOEFL scores or equivalent proof of English Proficiency.
- Documentation verifying adequate funding to meet study and living expenses while in the United States (currently at US \$5200 per semester).

Students applying to the UDLAP will provide the additional information:

- Exchange Student Application.
- Copy of Passport.
- Official Academic Transcript.
- UDLAP's medical form.
- Two passport size photos.
- International Health Insurance.
- Spanish Language Proficiency Evaluation (if applicable).

- 1.12 Graduate students applying to UNM must show an English language proficiency of 550 on the TOEFL written test, 213 on the TOEFL computerized test, or 79-80 on the internet-based test.

Undergraduate students must show an English language proficiency of 520 on the TOEFL written test, 190 on the TOEFL computerized test, or 68 on the internet-based test. Institutional TOEFL scores can also be accepted with the scores of 520 for undergraduate students and 550 for graduate students. Students applying to UDLAP must meet the Spanish language requirement and submit a Spanish Language Proficiency Evaluation if applying to Spanish courses. Admission to some programs at the host institution may require higher scores, as determined by individual departments. The parties agree to give at least six months' notice to their counterpart of any intention to increase these minimum requirements.

- 1.13 The host institution will provide each selected applicant with a letter indicating acceptance into the exchange program and admission to the host institution.
- 1.14 Students participating in the exchange shall be responsible for necessary health insurance and medical costs. The host university will inform incoming students of health insurance requirements and availability prior to their departure.
- 1.15 Students participating in the exchange shall abide by the immigration regulations of the country of the host university. Both parties agree that the administrative and educational requirements of both universities shall be respected and that all applicable rules, regulations, and policies will be followed. Any student not adhering to these rules shall be subject to disciplinary action resulting from the student's behavior while on the exchange, in which case the sending university shall be informed.
- 1.16 Acceptance of a student into an exchange program involving a research project will be subject to the availability of a suitable supervisor at the host institution.
- 1.17 Unless the parties agree otherwise, exchange students must return to their home university after completing their exchange program at the host university. If the parties agree to extend a particular student's stay at the host institution, no UDLAP academic credits will be earned in addition to those expected from the original exchange term. The parties agree that any student accepted under the exchange program defined herein will not be admitted as a candidate for a degree at the host institution until the student has completed his or her studies at the home institution.

### **Exchange of Faculty**

- 2.1 Members of the faculty of one institution may be invited to serve as visiting faculty at the other university. Visiting faculty will engage in lecturing, teaching, and/or research related to the interests of the host institution. The normal length of such visits will be not more than one (1) academic year.
- 2.2 Visiting faculty must have sufficient command of the host institution's language of instruction in accordance with each party's institutional policies.
- 2.3 All expenses of the visiting faculty shall be the responsibility of the persons involved and their home institution. If possible, the host university shall assist in locating suitable lodging.
- 2.4 Faculty members must carry medical and personal insurance as instructed by the host institution and host country regulations. Each visiting faculty is responsible for securing their own health insurance. The host institution shall have no responsibility or liability for providing health care services or health care insurance to visiting faculty.
- 2.5 Both institutions agree to make available to visiting individuals the same academic resources and support services as those enjoyed by their counterparts at the host institution.

- 2.6 To the extent permitted by the laws governing each party, including but not limited to New Mexico Inspection of Public Records Act, Section 14-2-1 et. seq. NMSA 1978, as amended governing UNM, and the Federal Law on Protection of Personal Data Held by Private Parties in force in the Mexican Republic, the parties will keep each other informed of the results of faculty visits pursuant to this Agreement. Information shared between the parties in accordance with this paragraph shall be treated as confidential by the party to which it is disclosed, even if not marked as confidential. Specifically, the party receiving confidential information agrees to disclose it only to its personnel who (i) need it to conduct their activities under this agreement and who (ii) have been informed of the confidential nature of the information referenced herein. UNM and UDLAP acknowledge that, to the extent permitted by the laws governing each party, they have the authority and right to provide the other party with access to information required for the fulfillment of this agreement, and the party receiving the information must limit its use to the achievement of the objectives proposed herein. In accordance with the above, each party must protect the other party's confidential information in the same way that it protects its own confidential information. The receiving party acknowledges that all confidential information it receives will remain the property of the disclosing party.
- 2.7 Any intellectual property that results from faculty visits belongs to the party that employs the faculty member who created the intellectual property. The parties jointly own any jointly created intellectual property.
- 2.8 UDLAP and UNM shall acknowledge one another, and their respective researchers and professors, in any writing, publications, and/or presentations concerning the results of the collaboration agreed to in this section, unless a party objects in writing.
- 2.9 All the faculty members participating under this Agreement must abide by all the rules and regulations of the host institution.

### **Terms of Agreement**

- 3.1. This agreement will become effective upon signing by both parties and shall automatically renew for successive terms of five (5) years each, unless terminated in writing as provided for in this agreement.
- 3.2. Any one of the parties may terminate this agreement, advising the other institution in writing six (6) months prior to the agreement's cancellation. In this case, the students who have already been accepted will not be affected and shall be permitted to finish their studies and the terms and clauses of this agreement will still apply.
- 3.3. Administration of this Specific Agreement shall be the responsibility of the Director of the International Office at the Fundación Universidad de las Américas, Puebla and the Director of the Global Education Office at The University of New Mexico.

All notices shall be in writing and shall be directed to these individuals as follows:

**FOR THE FUNDACIÓN UNIVERSIDAD DE LAS AMÉRICAS, PUEBLA**


Director  
International Office  
Humanities Building: (HU) 216  
Ex Hacienda Sta. Catarina Mártir  
San Andrés Cholula  
72820 Puebla  
MEXICO  
Tel. 52-222-229-3160 Fax: 52-222-229-3169 E-mail: [udla.internacional@udlap.mx](mailto:udla.internacional@udlap.mx)  
<http://udlap.mx/internacional>

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

Director  
Global Education Office  
MSC06 3850  
1 University of New Mexico  
Albuquerque, NM 87131-0001  
Tel: 505-277-4032 Fax: 505-277-1867 E-mail: [geo@unm.edu](mailto:geo@unm.edu)  
<http://geo.unm.edu/exchange.html>

In accordance both parties sign two originals of this Specific Agreement. Each party shall retain one original.

**FOR THE FUNDACIÓN UNIVERSIDAD DE LAS AMÉRICAS, PUEBLA:**

  
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Dr. Cecilia Anaya Berrios  
Academic Vice President



Date: 19<sup>th</sup> August, 2014.

  
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MBA. Mario Vallejo Pérez  
Vice President for Finance and Institutional  
Advancement

Date: 19/8/2014

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

  
  
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Dr. Chaouki T. Abdallah  
Provost and Executive Vice President  
for Academic Affairs

Date: August 4/2014

