

**The Glasgow School of Art  
("GSA")**

**And**

**The University of New Mexico  
("UNM")**

## **Student Exchange Agreement**

**Date 27 March 2008**

### **Preamble:**

The purpose of this Student Exchange Agreement is to facilitate the participation in Student Exchange that will enhance the learning experience of both the students participating in the exchange and the students of the host institution. Students selected for exchange shall be considered as ambassadors of their home institution able to enhance its reputation abroad by their participation in the programme.

### **Parties:**

**The Glasgow School of Art**

**And**

**The University of New Mexico**

The GSA and UNM wish to establish an arrangement whereby students from the Home Institution are able to enrol in subjects at the respective Host Institution for credit, which will be applied towards an award at the Home Institution (the "**Exchange Programme**") subject to the terms and conditions contained in this Agreement.

### **1. Definitions**

In this Agreement unless the context otherwise requires:

"**Agreement**" means this agreement including the schedules;

"**Start Date**" means the date specified in Item 3 of Schedule 1;

"**Exchange Office**" means the office at each Institution that administers the Exchange Programme specified in Item 4 of Schedule 1;

"**Exchange Period**" means the duration of the Exchange Programme for each Exchange Student (being the period of their enrolment as a student with the Host Institution which will generally be for not more than one academic year of study (unless otherwise agreed)); ;

**“Exchange Student”** means a student of the Home Institution who is participating in the Exchange Programme and thereby temporarily enrolled at the Host Institution for the Exchange Period;

**“Home Institution”** means the Institution at which the Exchange Student is enrolled in a degree programme, successful completion of which would entitle him or her to the award of a degree;

**“Host Institution”** means the Institution at which an Exchange Student is or shall be temporarily enrolled for the purposes of the Exchange Programme; **“Institution”** means either GSA or UNM as Home Institution or Host Institution (as appropriate) pursuant to this Agreement;

**“Study Abroad Student”** means a student of the Home Institution who is temporarily enrolled at the Host Institution to undertake a term, semester or year of study and pays a tuition fee to the Host Institution for the relevant period of study. Such student is not an Exchange Student pursuant to this Agreement and is not taking a place in the Exchange Programme.

**“Exchange Term”** means the period set out in Item 3 of Schedule 1.

## **2. Operation:**

2.1 This Agreement commences on the Start Date and continues for the Exchange Term unless it is terminated pursuant to clause 7 of this Agreement.

1 In the absence of termination (pursuant to clause 7 of this Agreement) during the Exchange Term, the parties shall discuss renewal of the Agreement at least 6 months prior to the expiration of the Exchange Term.

## **2 Responsibilities of Participating Institutions and Exchange Students**

### **3.1 Host Institution**

The Host Institution shall: a) issue offer letters to the prospective Exchange Students it wishes to accept containing the details specified in Item 7 of Schedule 1; b) upon acceptance of its offer by an Exchange Student enrol that Exchange Student as a full-time student; c) provide each Exchange Student with the same academic resources and support

services that are available to all students of the Host Institution; d) provide each Exchange Student with a student identification card; e) provide an academic transcript for each Exchange Student to the Home Institution'

Exchange Office within 3 months of the completion of the Exchange Period;

- f) provide the Home Institution with statements of the academic results of the Exchange Students and any other appropriate informal reports on their performance, upon request;
- g) advise the Home Institution of any material problems arising in relation to an Exchange Student during the Exchange Period including (but not limited to) disciplinary matters, absences and physical or mental health issues.

### **3.2 Home Institution**

The Home Institution shall: a) select prospective Exchange Students in accordance with clause 4.3; b) where the Home Institution believes the requirements of clause 4.3 have been met, provide prospective Exchange Students with written approvals required by clause 3.3(a); c) award Exchange Students with the necessary credit for the subjects successfully completed by them as part of the Exchange Programme; d) procure the written consent of any Exchange Student to the

disclosure of personal data concerning them held by the Home Institution to the Host Institution and vice versa; and e) disclose to the Host Institution such information in relation to Exchange Students or prospective Exchange Students as the Host Institution reasonably requests.

### **3.3 Exchange Students**

- a) the parties agree that the Exchange Students are required, prior to enrolment in the Exchange Programme, to obtain written approval from the Home Institution: i) to participate in the Exchange Programme: ii) to receive credit for subjects to be undertaken as part of the Exchange Programme including consent from the relevant departments or faculty at the Home Institution allowing credit to be granted towards the applicable award at the Home Institution upon successful completion of the Exchange Programme
- b) Without prejudice to Clause 5.6, Exchange Students are required to submit any subsequent alterations to their study programme to their Home Institution for approval in a timely manner.
- c) Exchange Students are required to be contactable by their Home Institution at all times whilst participating in the Exchange Programme;
- d) The parties agree that the Exchange Students are subject to the applicable rules, regulations, policies and procedures of both the Home and the Host Institution for the Exchange Period, and that a breach of these may result in them being asked to return home. Decisions on such matters shall be made by the Host Institution and the Home Institution shall co-operate with the Host Institution in giving effect to such decisions.

## **4. Selection of Students**

### **4.1 Student Numbers**

- a) Each institution shall endeavour to send and accept (as appropriate) the number of Exchange Students specified in Item 5 of Schedule 1 per year to the Host Institution for the Exchange Term.
- b) The Exchange Programme offered to the Exchange Students will be in the form specified in Item 6 of Schedule 1, unless otherwise agreed by the parties.
- c) The number of Exchange Students is intended to be reciprocal, however the parties acknowledge that this may vary from time to time.
- d) The GSA is able to accept Study Abroad Students from the Home Institution in addition to the quota of Exchange Students as specified in Item 5 of Schedule 1. Study Abroad students will be governed by the general policies of the international office of the Host Institution and will be the subject of a separate agreement.

### **4.2 Selection of Students**

- a) Students shall submit their application to enrol in the Exchange Programme with the Home Institution's Exchange Office.
- b) The Home Institution shall consider applications by students seeking to enrol in the Exchange Programme in accordance with clause 4.3.
- c) The Home Institution's Exchange Office shall forward the completed applications that satisfy clause 4.3 on behalf of prospective Exchange Students to the Host Institution's Exchange Office in accordance with the Host Institution's application dates.
  - d) The Host Institution reserves the right to accept or refuse admission of prospective Exchange Students seeking to enrol in the Exchange Programme. e) Upon determining the outcome of the applications submitted, the Host Institution shall: i) communicate the outcome of each application for enrolment in the

Exchange Programme to the Home Institution's Exchange Office; ii) provide the Home Institution's Exchange Office with written confirmation of the Students who have been accepted to the Exchange Programme; and  
iii) issue an offer letter to such students in accordance with clause 3.1(a).

#### **4.3 Eligibility**

- a) The entrance and eligibility criteria for prospective Exchange Students wishing to enrol in the Exchange Programme are set out at Schedule 2. b) The parties acknowledge that the entrance and eligibility criteria specified in Schedule 2, may, on mutual agreement between the parties, be amended from time to time. c) The Home Institution must not: i) allow any person to be enrolled on the Exchange Programme unless they meet the entrance and eligibility criteria specified at Schedule 2; or  
ii) represent to any person that they may be enrolled or undertake the Exchange Programme unless they meet the entrance and eligibility criteria specified at Schedule 2 and are able to enrol as a student of the Host Institution for the Exchange Period.

### **5. Host Institution and Exchange Students**

#### **5.1 Fees**

- a) Exchange Students shall be exempt from the following fees that may be payable by students of the Host Institution from time to time: i) any application or admission costs; ii) any general service, tuition and other related fees and costs payable directly to the Host Institute; iii) any orientation programme costs; and iv) any costs for the supply of a (one) transcript of results.

#### **5.2 Other Financial Responsibilities**

- a) The Home Institution undertakes to advise Exchange Students of the nature of the financial liabilities that are likely to be incurred by them during the Exchange Period, prior to their acceptance of an offer for enrolment by the Host Institution.  
b) The parties agree that during the Exchange Period, the Exchange Students shall be solely responsible for: i) all travel related expenses; ii) medical and travel insurance as may be required by the Host Institution; iii) accommodation, living and meal expenses; iv) all travel documentation and costs related to visa application; v) study materials; vi) any other debts or liabilities that may be incurred.

#### **5.3 Accommodation**

- a) The Host Institution shall assist Exchange Students and prospective Exchange Students to arrange suitable accommodation for the Exchange Period by the provision of information surrounding searching for accommodation and lease arrangements but shall have no obligation to provide or arrange the same.  
b) The payment of any deposit, rent, service or other charges that may be associated with accommodation remains the sole responsibility of the Exchange Student.

#### **5.4 Facilities**

Exchange Students will be provided with access to all facilities of the Host Institution on the same terms and basis (including payment of non tuition fees and charges) as would normally be provided for any student enrolled at the Host Institution during the Exchange Period.

#### **5.5 Visas**

Exchange Students shall be solely responsible for obtaining all necessary visas and immigration

consents as may be required for the period of their enrolment with the Host Institution. The Host Institution will provide relevant information on visa requirements to Exchange Students and the Home Institution and shall endeavour to facilitate the obtaining of necessary visas by Exchange Students by way of providing confirmation to relevant authorities of acceptance of an Exchange Student. If any visa for an Exchange Student lapses or is withdrawn prior to the expiry of the Exchange Period the Host Institution shall have no responsibility (including in relation to the repatriation of the relevant student).

#### **5.6 Changes**

Both Institutions will make it clear to Exchange Students that there is no guarantee that requests to change their course or nominated subjects at the Host Institution can or will be accommodated by either party.

#### **5.7 Appeals**

All appeals and grievances in relation to marks and grades awarded by the Host Institution shall be raised by Exchange Students with the Home Institution in the first instance. The Home Institution shall thereafter contact the Host Institution and both Institutions shall use reasonable endeavours to agree upon the resolution of such appeals or grievances but the Home Institution (acting reasonably) shall have the final determination.

### **6. Monitoring**

6.1 The parties shall engage in an annual monitoring process of the Exchange Programme on each anniversary of the Start Date.

6.2 During the monitoring process the parties shall endeavour to: a) jointly identify any modifications to the Exchange Programme and/or this Agreement as may be required; b) take appropriate action, including amending this Agreement, to make any modifications to the Exchange Programme and/or this Agreement that are identified and agreed; and c) identify and pursue new opportunities for cooperation in the areas of scholarship and research.

### **7. Termination**

7.1 Either party may terminate this Agreement at any time by giving the other party 6 months written notice.

7.2 Either party may terminate this Agreement forthwith upon giving written notice to the other in the event of any material breach of any provision of this Agreement by the other party, which, in the case of a breach capable of remedy, has not been remedied within thirty days of notice requiring remedy having been served.

7.3 On termination, this Agreement is at an end as to its future operation except for the enforcement of any right or claim which arises on, or has arisen before, termination. 7.4 Upon termination of this Agreement, notwithstanding the termination, both parties must ensure that all Exchange Programmes that are subject to this Agreement and which are in progress at the date of termination are completed by either continuing to deliver to Exchange Students the courses in which they are enrolled according to the terms of this Agreement or making all the necessary arrangements to have the Exchange Programme completed at another institution. In completing delivery of the Exchange Programme, the parties must abide by all their obligations under this Agreement as if this Agreement was still in force.

### **8. General**

8.1 If there is any conflict between the main body of this Agreement and any schedules comprising it, then the provisions of the main body of this Agreement prevail.

8.2 Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will, as to

such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

8.3 The parties shall use all reasonable endeavours to resolve any disputes arising between them amicably. In the event that a dispute can not be resolved amicably within thirty days of first arising, the parties shall each refer the matter in dispute to their principal with a view to there being a further attempt to resolve the matter in dispute within a further thirty days.

8.4 This Agreement constitutes the entire agreement between the parties. This Agreement cannot be varied or cancelled, unless such variation or cancellation is in writing and signed by a duly authorised representative of each party.

8.5 Any notice, consent, demand, request or other instrument which any party desires or is required to give or serve pursuant to this Agreement must be in writing in English signed by the party giving or serving it or on its behalf by any person authorised by such party including its solicitor or attorney and may be given, served or delivered by facsimile transmission or prepaid post to the party being served at any one or all of the following addresses.

**The Glasgow School of Art**

As described in Item 2 of the Schedule of this Agreement.

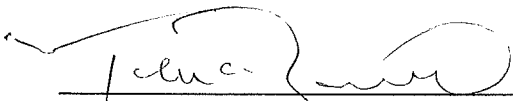
**The University of New Mexico**

As described in Item 1 of the Schedule of this Agreement.

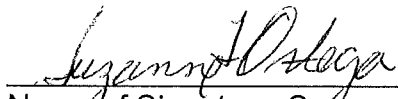
**Signed for and on behalf of The Glasgow School of Art**

\_\_\_\_\_  
Name of Signatory: Allan Walker  
Title of Signatory: Deputy Director

**Signed for and on behalf of The University of New Mexico**

  
\_\_\_\_\_  
Name of Signatory: Thomas Bogenschild  
Title of Signatory: Director, International  
Programs and Studies

18 Nov 09  
Date

  
\_\_\_\_\_  
Name of Signatory: Suzanne Traeger Ortega  
Title of Signator: Provost and EVP  
Academic Affairs

9 Dec 09  
Date

**Schedule 1 Item 1**

**The University of New Mexico Contact:**

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**Item 2 The GSA Contact:**

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successful completion of the subjects at the Host Institution;

have satisfied any language proficiency requirements of the Host Institution which may be implemented or amended from time to time;

have submitted, before the established deadlines, the required application materials; • obtain any necessary visas.