



This Agreement is between **The Regents of the University of New Mexico**, Albuquerque, New Mexico, USA, represented by Dr. Greg Lanier in his capacity as Dean of the Honors College (“UNM”), and the **Universidad de Cuenca**, Cuenca, Ecuador (Programa de Español para Extranjeros), represented by Dr. Pablo Vanegas Peralta in his capacity as President (“UC”). The Parties (henceforth, the “parties”) reciprocally recognize full legal capacity to sign this Agreement.

RECITALS

1. UNM’s Honors College has a Study Abroad program called Conexiones (the “Program”).
2. UC has facilities and academic resources that can assist UNM with the Program.
3. The Parties agree to have UC serve as the site for the Program every other year (on even-numbered years) for the duration of this Agreement.

WHEREFORE, the Parties hereby agree as follows:

CLAUSES

FIRST: UC Responsibilities

1. UC will organize the following academic experiences and provide the following support for the UNM student group as part of the Program:
 - a. Help to arrange students’ home-stays in Cuenca.
 - b. Make staff available to guide students, to help them settle into their home-stay, and to become familiar with the city of Cuenca.
 - c. Provide an appropriate cultural and academic orientation so the students can successfully complete their courses.
 - d. Provide non-credit Spanish and Kichwa language classes to satisfy part of the Field Experience requirement.
 - e. Arrange lectures by UC faculty or community members on key aspects of Ecuadorian society, history and contemporary issues
 - f. Identify and provide conversation/language partners for the UNM students.
 - g. Provide classroom space for the UNM-provided courses listed in clause three.
 - h. Provide assistance in arranging technical visits and educational experiences outside of the classroom within or outside of Cuenca.

2. On or before September 30th of each odd-numbered year, UC will work with UNM to specify the dates and fees for each Program to take place at UC during the following May or June.
3. UC shall match UNM students with homestay families identified by UC based on the information provided by the students on their homestay questionnaire. UC shall orient the families in preparation for the homestay experience. Home-stay fees will be paid by UNM to the host families through the University of Cuenca in the amount specified in Appendix A.
4. UC (a) will comply with all data protection and privacy laws applicable in its jurisdiction; (b) will protect personal and sensitive data against loss, unauthorized disclosure and access; and (c) will take appropriate technical and organizational measures to protect such data.

SECOND: UNM Responsibilities

1. UNM will collaborate with UC to set the guidelines and provide direction regarding the services being provided by UC for the Program.
2. On or before September 30th of each odd-numbered year, UNM will work with UC to specify the dates and fees for each Program to take place at UC during the following May or June.
3. UNM students will submit their Program application and homestay forms directly to UNM. UNM staff will review the applications and assure that they are complete, interview the applicants, and then email copies of the homestay forms to UC.
4. UNM will notify its students in writing that they must:
 - a. Comply with UNM's and UC's applicable policies, rules, and procedures in all phases of their participation in the Program.
 - b. Meet all applicable Ecuadorian immigration and visa requirements on a timely basis.
 - c. Comply with all applicable Ecuadorian laws.
 - d. Safeguard their cash food allowance against risk of loss when it is disbursed to them.
 - e. Pay the following costs of attendance in the Program:
 - i. UNM tuition and fees
 - ii. Round-trip travel costs including passport, visa, etc.
 - iii. Books, class materials, supplies, etc.
 - iv. All UC Program-related fees
 - v. Any living expenses that are not covered by Program-related fees (e.g., personal expenses, tourism, etc.)
 - vi. Health and accident insurance that meets UNM and UC requirements.
5. Subject to applicable laws, UNM (a) will comply with all data protection and privacy laws applicable in its jurisdiction; (b) will protect personal and sensitive data against loss, unauthorized disclosure and access; and (c) will take appropriate technical and organizational measures to protect such data. UC acknowledges that UNM is subject to the New Mexico Inspection of Public Records Act ("IPRA") in the U.S., which requires many types of information to be disclosed upon request.

THIRD: Program Courses

As part of the Program, UNM students will take the following courses:

1. Instruction provided UNM Faculty: Conexiones Field Experience, Interdisciplinary Research Methods, and Conversation.
2. Instruction provided by UC Faculty: Spanish language courses at 200, 300 or 400 level and Kichwa courses at 100 or 200 level.

FOURTH: Non-Discrimination

Both Parties are committed to the policy that, subject to applicable laws, statutes, codes, or guidelines, all persons shall have equal access to programs, facilities, admission, and employment without regard to personal characteristics not related to ability, performance, or qualifications as determined by the respective policies of UNM and UC, or by government authorities. Neither institution discriminates against any person on the basis of that person's age, race, color, ancestry, national origin, religion, creed, service in uniformed services, veteran status, sex, sexual orientation, marital or family status, pregnancy, pregnancy-related conditions, physical or mental disability, gender, perceived gender, gender identity, genetic information or political ideas. Both Parties shall abide by these principles in the administration of this Agreement, and neither Party shall impose criteria on any scholars, faculty, students or staff which would violate these principles of non-discrimination. Nothing herein shall be deemed to create any obligation for either Party to violate any applicable law, statute, code or guideline in order to provide such access.

FIFTH: Health Insurance

All UNM study abroad students are required to obtain comprehensive health insurance for the duration of their stay abroad. This insurance must meet the following conditions:

- Minimum \$50,000 coverage for each instance of illness or injury
- Minimum \$7,500 for medical evacuation
- Minimum \$10,000 for repatriation of remains

Students are required to demonstrate that they have purchased adequate insurance (as part of the UNM Global Education Office's mandatory online registration) before they are approved to travel abroad to participate in the Program.

SIXTH: Fees

UNM agrees to pay to UC the Fees described in the "Program Dates and Fees" (attached hereto as **Appendix A**). On or before September 30th of each odd-numbered year, the Parties will work together to determine the dates and fees for each Program to take place during the following May or June. Any changes will be effective only upon execution of a new **Appendix A** signed by an authorized representative of each Party.

SEVENTH: UNM Faculty Presence

The UNM Faculty Coordinator will be on site with the UNM students during the Program and will collaborate closely with UC's Program staff.

EIGHTH: Term, Renewal, Amendment, Termination, Dispute Resolution, Entire Agreement

1. This Agreement shall become effective 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.
2. This Agreement may be amended by an instrument in writing signed by the duly authorized representatives of each party.
3. Either party may terminate this Agreement by giving the other party at least 180 days' written notice, but any students who have been accepted into the Program at the date of termination may complete their courses of study in accordance with this Agreement. Termination shall be without penalty.
4. This Agreement is signed in good faith and in accordance with the administrative rules and procedures governing each party. Therefore, any dispute that may arise concerning its interpretation and implementation will be resolved amicably through negotiations whenever possible. The following procedure will be used to resolve any such dispute:
 - a. The Party claiming there is a dispute will notify the other Party, setting forth the nature of the dispute;
 - b. The Parties will try to resolve the dispute through direct negotiation, including by referring the matter to persons who have authority to intervene and direct some form of resolution;
 - c. The Parties have 10 business days from the date of the notice to resolve the dispute; and
 - d. If there is no resolution of the dispute, then either Party may commence legal proceedings.
5. This Agreement constitutes the entire agreement and understanding between the parties and supersedes any previous agreement between the parties in respect of its subject matter. Neither party may assign this Agreement without the prior written consent of the other party; such consent may not be unreasonably withheld.

NINTH: Counterparts by Facsimile or Email

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. If 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.

TENTH: 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.

Greg Lanier
Dean, Honors College
glanier@unm.edu

Marygold Walsh-Dilley
Assistant Professor and Conexiones Director
marygoldwd@unm.edu

University of New Mexico Honors College
MSC06 3890
Albuquerque, NM 87131-0001 USA
+1-505-277-4211; e-mail: honors@unm.edu

Universidad de Cuenca
Spanish for Foreigners Program
Ave. 12 de Abril y Loja
Cuenca, Ecuador
Phone: (593 7) 4051000 ext. 2576
yolanda.loja@ucuenca.edu.ec

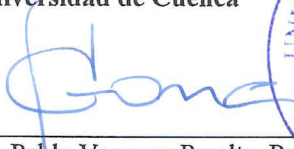
This document memorializes the parties' entire agreement. This Agreement was written in English and translated into Spanish. In the event of any inconsistency, the English version shall prevail. The parties shall sign two (2) originals of this Agreement in each language. Each party shall retain one original.

The Regents of the University of New Mexico

Universidad de Cuenca



Dr. Greg Lanier, Dean, Honors College



Dr. Pablo Vanegas Peralta, President

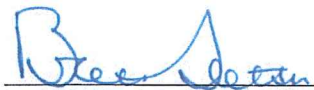


4/4/18

Date

10-ABR-2018

Date



Brett Sletten, Purchasing Manager

4-4-18

Date

Conexiones UCuenca Agreement

**AGREEMENT BETWEEN
THE REGENTS OF THE UNIVERSITY OF NEW MEXICO,
ALBUQUERQUE, NM, USA, AND
THE UNIVERSIDAD DE CUENCA, CUENCA, ECUADOR
FOR UNM'S CONEXIONES STUDY ABROAD PROGRAM**

APPENDIX A

Arrival date to Ecuador: 24 May, 2018

Start date of classes: 25 May, 2018

Inclusive Program dates at UC: May 27-June 23, 2018

**SERVICES TO BE PROVIDED BY THE PROGRAMA DE ESPAÑOL PARA
EXTRANJEROS AT THE UNIVERSIDAD DE CUENCA**

1. Arrangement of Student Lodging:

- a) Sending a form to be filled out by students outlining allergies, special dietary needs, preferences of family with/without pets, with/without children, contact and personal information.
- b) Home-stay placement.
- c) Follow-up during home-stay.
- d) Coordination of student transfer from Cuenca airport to home-stay sites.

2. Student Orientation:

- a) Delivering information documents and providing answers to student inquiries regarding their studies and stay in Cuenca.
- b) Universidad de Cuenca campus tour and orientation material: city map, emergency phone numbers, program itinerary, instructor's names, instructor's contact information.
- c) Orientation session about cultural issues relating to home-stay, safety measures in the city, and Universidad de Cuenca services.

3. Support for students in case of health issues:

- a) Guidance regarding Cuenca doctors and hospitals.

4. Technical visits and information on visits to places inside Ecuador:

- a) Assistance in arranging technical visits and educational experiences outside the classroom within or outside Cuenca
- b) Information and suggestions to tours in sites of cultural and biological significance in Ecuador.

5. **Classroom for classes taught by UNM faculty**

- a) Classroom space for the Conexiones Field Experience, Interdisciplinary Research Methods, and Conversation taught by UNM accompanying faculty.

6. **Specialized lectures**

- a) Arrange lectures by UC faculty or community members on key aspects of Ecuadorian society, history and contemporary issues.

7. **Spanish classes**

- a) Spanish language courses at 200, 300 or 400 level (40 hours)
- b) Identify and provide conversation/language partners for the UNM students

FEES TO BE PAID BY UNM IN U.S. DOLLARS

- 1. **Coordination fee:** A coordination fee of US \$300.00 per student shall be paid by UNM to the University of Cuenca and covers the services outlined above.
- 2. **Homestay fee:** Homestay fees will be paid by UNM to the host families through the University of Cuenca in the amount of US \$19.00 per student per night (27 nights).
- 3. **Spanish language classes:** UNM will pay the University of Cuenca \$280 per student for the 40-hour Spanish language course. The price for each hour of class is \$7 as it is described in the table below.

| Number of students per class | Price per class hour |
|------------------------------|----------------------|
| 1 student | \$15 |
| 2 students | \$10 (per student) |
| 3 students | \$8 (per student) |
| 4 students or more | \$7 (per student) |

Note: The Payments for the coordination fee, homestays, and Spanish language classes will be made via a wire transfer to the Universidad de Cuenca bank account at least 30 days before the start of the program.

- 4. **Bus Transportation Fee:** UNM will pay the bus company directly via wire transfer for transportation to the excursion sites.