

**Specific Agreement for Exchanges Between
The University of New Mexico, Albuquerque, NM, USA and
The University of Essex, Essex, UK**

The Regents of the University of New Mexico and the University of Essex, recognizing the value of educational exchanges, enter into this Specific Agreement pursuant to their General Cooperation Agreement.

1. Definitions.

- a. "Home institution" means the institution at which the student intends to graduate or the faculty or staff member is employed.
- b. "Host institution" means the institution that receives exchange students, faculty, or staff from the home institution.
- c. "Semester, session, or academic year" means the period relevant to the host institution's academic calendar.

2. Purpose. The purpose of this Agreement is to establish educational relations and cooperation between the parties that will promote academic linkages and mutual understanding. Student exchanges are intended to allow enrollment in host-institution courses for academic credit that will be transferred and applied to the student's home institution degree. Faculty and staff exchanges are intended to promote collaboration.

3. Responsibilities of the Parties. The parties agree:

- a. To take all reasonable measures to implement this Agreement as permitted by available funding and personnel.
- b. To accept and enroll exchange students as full time, "non-award," or "non-degree-status" students for the duration of their exchange.
- c. To communicate with each other on a timely basis about, e.g., course availability, enrollment limitations and restrictions, any applicable fees, etc.
- d. To send completed exchange applications to the host institution at least twelve (12) weeks before the beginning of the entry semester. The host institution will determine whether to admit exchange applicants.
- e. To verify that students have sufficient funds for their exchange.
- f. To provide exchange students the same academic resources and support services available to all students at the host institution.
- g. To provide each student's transcript to the home institution with the student's consent.
- h. To make reasonable efforts to involve equal numbers of students from each institution over the period of this Agreement.
- i. That the home institution will determine how much academic credit to grant a student for host-institution courses.

4. Responsibilities of Students. Students must:

- a. Get the home institution's prior approval for host-institution courses.
- b. Obtain a copy of their host-institution transcript and submit it to their home institution on a timely basis.
- c. Comply with the host institution's applicable rules and procedures.
- d. Meet all applicable host-country immigration and visa requirements on a timely basis.
- e. Comply with all applicable host-country laws.

5. Numbers. Typically, up to 5 students from each institution will participate in the exchange program each year for one or two academic sessions. The parties will adjust this number as needed to reach an overall balance of incoming and outgoing students. In assessing balance, one student registering for two academic sessions is equivalent to two students registering for one academic session.

6. **Selection and Enrollment of Students.** The home institution will nominate high-achieving students as exchange applicants. Subject to the approval of the host institution, undergraduate, graduate and post-graduate students may participate if:
 - a. they have completed at least one year of study at their home institution;
 - b. they will be enrolled at their home and host institution for the full period of the exchange; and
 - c. both institutions deem them academically qualified to succeed and have approved their enrollment proposal.

7. **Financial Responsibilities of Host Institutions.** The host institution will provide the following at no cost to exchange students:
 - a. Waiver of tuition and mandatory fees
 - b. Orientation Program
 - c. Student services normally available to other host-institution students

8. **Financial Responsibilities of Exchange Students.**
 - 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, 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.

9. **Accommodation.** Incoming students may apply to live in the host institution's on-campus housing, but room availability is not guaranteed. Therefore, the host institution will make good faith efforts as needed to help students obtain off-campus accommodation within reasonable proximity. The host institution will provide all necessary information about housing options and application procedures with each student's notice of admission.

10. **Families.** A student's proposal to bring his or her spouse and/or dependents is subject to the host institution's approval. The exchange student will pay all additional costs.

11. **Faculty and Staff Exchanges.** The parties agree in principle to exchanges of faculty and administrative staff. The details will be negotiated in advance and will be governed by both parties' rules and policies. The parties are not responsible for any arrangements made by participants for exchange of accommodations, cars, etc.

12. **Program Review.** The parties will evaluate the exchange program at least every two years to make any needed changes and to explore new opportunities for collaboration.

13. **Direct Enrollment.** Students may apply for direct enrollment at the host institution through the regular admission process and must pay all required tuition, fees, and other applicable costs. This Agreement does not apply to direct-enrollment students.

14. **Term, Renewal, Amendment, Termination, and Dispute Resolution.**
 - a. 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.
 - b. This Agreement may be renewed for additional terms of five (5) years, and shall be subject to the same terms and conditions set forth herein, upon written notice of such renewal by either party to the other party at least 30 days prior to the expiration of the Initial Term.
 - c. This Agreement may not be amended except by an instrument in writing signed by the duly authorized representatives of each party.
 - d. Either party may terminate this Agreement by giving the other party at least 180 days' written notice, but any students who have been accepted at either institution at the date of termination

- may complete their courses of study in accordance with this Agreement. Termination shall be without penalty.
- e. 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.

15. Data Protection, Privacy and Freedom of Information

- a. UNM acknowledges that Essex is subject to the requirements of both the Freedom of Information Act 2000 (the "FOIA") and the Data Protection Act 1998 (as amended from time to time) (the DPA) and UNM agrees it shall cooperate and provide all necessary assistance as may be reasonably requested by Essex (at its expense) to enable Essex to comply with its obligations under the FOIA / DPA, including but not limited to, providing Essex with such information in its possession or power as may be reasonably requested in order for Essex to comply with its obligations under the FOIA / DPA. Notwithstanding the foregoing, UNM shall provide education records of enrolled students only to the extent permitted by and in compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g.

- 16. 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 by the addressee.

Director, Global Education Office
University of New Mexico
MSC06 3850
Albuquerque, NM 87131-0001 USA
505-277-4032; e-mail: geo@unm.edu
<http://geo.unm.edu/>

Ivan Hutchins
Head, Global Mobility
Essex Abroad
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Wivenhoe Park
Colchester, Essex, CO4 3SQ, UK
Tel: 01206 873705; email: hutchins@essex.ac.uk
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This document memorializes the parties' entire agreement.

For the Regents of the University of New Mexico

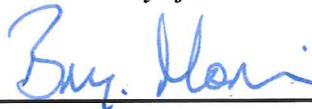


Chaouki Abdallah, Provost and Executive Vice President for Academic Affairs

6/3/2014

Date

For the University of Essex



Bryn Morris, University Registrar & Secretary

12.06.2014

Date