

AGREEMENT ON STUDENT EXCHANGE

between

The University of Graz, Austria

and

The Regents of the University of New Mexico, USA

The University of Graz (“UG”) and the University of New Mexico (“UNM”), hereinafter together referred to as the “Parties” and each solely to as the “Party”, agree to a student exchange (hereinafter referred to as the “Agreement”), subject to the following terms:

1 Definitions

The following definitions will be used in this Agreement:

- *Home University*: The Party that has agreed to send the Exchange Students.
- *Host University*: The Party that has agreed to receive the Exchange Students.
- *Exchange Students or Candidates*: The students of the Parties involved in the exchange according to this Agreement.
- *Unit of Exchange*: One student participating in the Exchange for one academic session/semester.

2 Objectives

The purpose of the Agreement is to establish the terms and conditions under which the exchange of students between University of Graz and the University of New Mexico shall take place. The terms and conditions of this Agreement apply to first, second and third cycle or undergraduate and graduate students, respectively.

3 Number of Students and Length of Studies

During the first year of the Exchange, a maximum of four (4) Units of Exchange from each university may be exchanged. The annual number of Exchange Students may increase or decrease by mutual agreement of the Parties. It is understood that a balance in number of students exchanged shall be sought over a five-year period.

Exchange Students will spend a minimum of one semester, and a maximum of one academic year (two semesters) at the Host University. An academic year at UG includes both the winter (October – end of January) and summer (March – beginning of July) semesters. An academic year at the University of New Mexico includes both fall (mid-August – mid-December) and spring (mid-January – early-May) semesters.

The obligations of the Parties under this Agreement exclude spouses and dependents.

4 Pre-requisites for Participation

The Home University will screen and select Candidates for exchange studies in accordance with its applicable rules and regulations. The following criteria shall generally apply, but may be waived in specific cases.

- Exchange Students must have successfully completed at least two (2) semesters of study and must remain registered as full-time students in the Home University during their exchange period.
- Exchange Students must have a good to excellent academic record.
- Exchange Students must be able to follow lectures in the language of instruction. Exchange Coordinators shall determine how language proficiency requirements are to be met if students are not submitting standardized tests such as TOEFL, IELTS, etc.
- Exchange Students should be selected without regard to race, national or ethnic origin, religion, age, sex, marital status or handicap.

5 Selection and Nomination

Nominations of students in the program and applications will be sent by the Home University to the Host University, respecting the nomination/application deadlines of the Host University. Nominated students will use the required application form of the Host University.

The Host University will accept the Candidates selected by the Home University if mutually acceptable academic and/or professional qualifications and standards are met. However the Host University will make the final decision on the admission of Candidates nominated for exchange.

6 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. The parties agree that:

- The Host University will endeavor to ensure that the Exchange Students are admitted to the courses as applied, provided the students satisfy the individual course prerequisites and space is available. Exchange students will be enrolled as full-time, non-degree students at a level determined by the Host University.
- Exchange Students will be subject to the academic requirements and rules of conduct of the Host University. All Exchange Students are required to enroll in a full-time course of study or equivalent amount of credits as defined by the Host University.
- Exchange students are responsible for following the transcript procedure as indicated by the host university in order to request their transcript at the end of their stay. Institutions are not required to send transcripts to students automatically.
- Some programs at each institution may have specific application requirements, including earlier deadlines and mandatory supplemental materials. Note: UNM's School of Medicine and College of Nursing are closed to exchange students. The following UNM programs may

have restrictions that affect course availability: Early Childhood Education, Business Administration, Elementary Education, Law, Nutrition and Dietetics, Secondary Education, and Special Education.

7 Fees and Expenses

The Parties agree that no tuition fees (called "Tuition and Mandatory Fees" at UNM) will be levied on the Exchange Students by the Host University. Exchange Students will continue to pay tuition fees for their respective programs at their Home University. Any additional cost incurred for Exchange Students with disabilities is the responsibility of the Home University.

The Host University shall waive institutional application/enrolment fees for incoming Exchange Students, however they may be charged fees on the same basis as local students for costs such as student union, the use of miscellaneous material, course fees, laboratory fees, extracurricular activities (language courses, sports classes) etc. UNM charges a \$275 administrative fee to all exchange students (inbound and outbound).

Financial responsibilities of the Exchange Students:

- Students are expected to pay for all personal expenses, including but not limited to transportation, accommodation, meals, books, visas, student union, student ID, health insurance and entertainment.
- Students are responsible to obtain adequate medical/health insurance coverage (including emergency medical evacuation, accidental death and dismemberment insurance) to the satisfaction of the Host University. UNM students staying in Graz for more than one semester have to purchase the Austrian National Student Health Insurance upon arrival in Graz.
- UG students must pay UNM's administrative fee that is charged to all international students.

8 Responsibilities of the Contracting Parties

Exchange Students are bound by the rules and regulations of the Host University and the laws of the host country during the Exchange. The Parties shall have the option of terminating the participation of an Exchange Student if that Exchange Student violates aforementioned regulations or laws.

The Host University will assist Exchange Students in locating suitable accommodation, will arrange campus orientation upon arrival and will provide advice regarding matters which may enhance the Exchange experience.

Where graduate students are involved in research, the Parties and the graduate students involved shall determine ownership of intellectual property at the outset of the project.

It is understood that upon completion of the period of study at the Host University, Exchange Students are to return to the Home University. Students who wish to pursue their studies at the Host University after the exchange will be subject to the admission and registration rules that apply to all non-exchange students and will be subject to the same registration and basic fees.

9 Transfer of Credits

The Host University will provide an official transcript to the Home University according to institutional protocol after the release of results at the end of the student's course of study. Academic credits

earned by an Exchange Student during the period of exchange at the Host University may be transferred back to the Home University in accordance with procedures determined by the Home University.

10 Co-ordination and Administration of the Exchange

At UG, the management of the exchange will be the responsibility of the International Office, and at UNM it will be the responsibility of the Global Education Office.

Contact Persons at the University of Graz:

Agreement	Outgoing Students from Graz	Incoming Students to Graz
Ms. Doris KNASAR Office of Internat. Relations The University of Graz Universitaetsplatz 3 8010 Graz, Europe Phone: +43 316 380 2213 Fax: +43 316 380 9156 doris.knasar@uni-graz.at	Ms. Maren LEYKAUF Office of Internat. Relations The University of Graz Universitaetsplatz 3 8010 Graz, Europe Phone: +43 316 380 1251 Fax: +43 316 380 9156 maren.leykauf@uni-graz.at	Ms. Christa GRASSAUER Office of Internat. Relations The University of Graz Universitaetsplatz 3 8010 Graz, Europe Phone: +43 316 380 1254 Fax: +43 316 380 9156 christa.grassauer@uni-graz.at

Contact Person at the University of New Mexico:

Executive Director, Global Education Initiatives
University of New Mexico
MSC06 3850
Albuquerque, NM 87131-0001 USA
1-505-277-4032; e-mail: geo@unm.edu
<http://geo.unm.edu/>

11 Use of Name and Marketing

Each Institution grants the other the right to use its name, logo, or trademarks for the sole and limited purpose of promoting the Program to students. Any other use of the other Institution's name, logo, or trademark requires written permission from the Institution in advance. Each Institution may withdraw permission to use its name, logo, or trademarks that is implicitly or explicitly granted by this paragraph upon written notice to the other Institution.

Each Institution may promote this Program through internal communication and other appropriate means in accordance with its policies, procedures, and ethical standards.

12 Review, Renewal, Termination

This Agreement shall become effective on the latest date signed below, shall remain in effect for a period of five (5) years from that date, and shall automatically renew for successive five-year terms unless terminated as provided below. The Parties will review the exchange annually in order to maintain a balance in number of students exchanged. The Agreement may be terminated by either Party giving at least six (6) months' written notice. However, any exchange in progress will continue until completed.

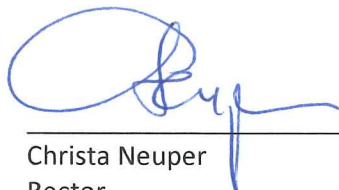
13 Dispute Settlement

Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, which cannot be resolved between program directors or other designated representatives, will promptly be referred to the Rector of the University of Graz, or designee, and the Provost of the University of New Mexico, or designee, who will address these matters in negotiations with the goal of reaching a mutual agreement. If no agreement can be reached, the Parties may pursue available legal remedies.

14 Counterparts by Facsimile or Email

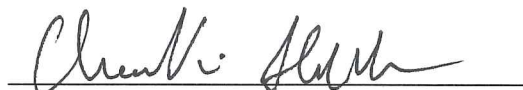
This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data 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.

Signed on behalf of
University of Graz:



Christa Neuper
Rector

Signed on behalf of
The Regents of the University of New Mexico:



Chaouki Abdallah
Provost and Executive Vice President for Academic
Affairs

Place: Graz

Place: Albuquerque

Date: May 14, 2018

Date: 6/20/2018



UNM Graz Student Exchange Agreement