

## INTERNATIONAL ACADEMIC EXCHANGE AGREEMENT

THIS AGREEMENT is made on

2016

### BETWEEN:

1. **UNIVERSITY OF HERTFORDSHIRE HIGHER EDUCATION CORPORATION** of College Lane, Hatfield, Hertfordshire, AL10 9AB United Kingdom ("**University of Hertfordshire**"), and
2. **THE REGENTS OF THE UNIVERSITY OF NEW MEXICO** of Scholes Hall 141, MSC05 3200, 1 University of New Mexico, Albuquerque, NM 87131-0001, USA ("**UNM**")

### BACKGROUND:

- (A) The University has for many years been offering higher educational services in the United Kingdom, has developed a substantial expertise in this field and is empowered by Her Majesty's Government to award higher education qualifications including Bachelor, Master, Doctorate and Higher Doctorate degrees.
- (B) UNM is an institution of higher education established by decree by the Territorial Legislature in 1889 with full legal standing. UNM's main responsibility is to serve the citizens of the State of New Mexico by providing educational opportunities at post-secondary and graduate level, to foster and conduct scientific and humanistic research; to give adequate knowledge and understanding to the highest possible number of citizens to become responsible members of a democratic society and to provide other services that increase the general culture and well-being of the people.
- (C) Each Institution agrees where appropriate to encourage its qualified students to enrol at the other Institution in accordance with the terms of this International Academic Exchange Agreement ("**Agreement**"). In keeping with their respective institutional mandates and policies, both Institutions agree to manage the programme of exchange according to this Agreement.

### AGREED TERMS:

#### DEFINITIONS

- 1.1. Definitions - the following terms and expressions will have the following meaning unless the context otherwise requires:
  - "**Academic Exchange Period**" means the duration of the exchange which may vary in length for any Exchange Student from a minimum of one (1) semester (or applicable equivalent) to a maximum of one (1) academic year (consisting of two (2) semesters (or applicable equivalent));
  - "**Agreement**" means this International Academic Exchange Agreement for students;
  - "**Exchange Programme**" means the institutional academic co-operation exchange programme between UNM and the University of Hertfordshire;

- **“Exchange Student”** means a student enrolled in the Exchange Programme;
- **“Exchange Programme Manager”** means the person at each Institution appointed by that Institution to manage and implement this Agreement;
- **“Home Institution”** means the Institution at which the Exchange Student is enrolled as a full-time student;
- **“Host Institution”** means the Institution that receives the Exchange Student during the Academic Exchange Period.
- **“Institution”** means either the University of Hertfordshire or UNM (as the case may be), and **“Institutions”** means both of University of Hertfordshire and UNM.

## STUDENT EXCHANGE

The two Institutions agree to the following, concerning student exchanges:

- 2.1 Each Home Institution is responsible for informing their Exchange Students of the terms of this Agreement as they apply to the Exchange Students.
- 2.2 Each Institution will use all reasonable endeavours to exchange an equal number of students per academic year, with parity intend to be reached over five (5) consecutive academic years. If either Institution is unable to identify students for a simultaneous exchange, the reciprocal exchange should generally begin the next academic year. The maximum number of Exchange Students from each Institution to be exchanged in each academic year shall be 14 students for a semester or 7 students for a full year). If there is an imbalance in the number of Exchange Students at the end of each semester, then the Institution with the lower number of Exchange Students may use its discretion to accept fewer Exchange Students in the following semester(s) until the balance is restored.
- 2.3 The Home Institution will invite applications from its students and recommend students to the Host Institution for invitation. The Host Institution must be notified of the recommendation at least three (3) months prior to the intended commencement date of the Academic Exchange Period unless otherwise agreed in writing between each Institution. The Host Institution Exchange Programme Manager shall make the final selection, after taking into consideration qualification, prerequisites and available space in the selected courses, and shall notify successful candidates via the Home Institution Exchange Programme Manager normally not later than two (2) months prior to the beginning of the Academic Exchange Period. However, for the avoidance of doubt, no Institution shall be compelled to accept any students from the other Institution under the Exchange Programme.
- 2.4 The Host Institution, in consultation with the Home Institution, will assess the language proficiency and other prerequisites required for each course in which the Exchange Student intends to enroll. The Host Institution will ensure that each Exchange Student meets the prerequisites for enrolment and takes only those courses approved by their Home Institution’s academic advisors.
- 2.5 The Home Institution will register and collect tuition fees for their Exchange Students for the Academic Exchange Period. Exchange Students will be registered as ‘an exchange student/non-degree student (or similar designation)’

at the Host Institution for the Academic Exchange Period, and the Host Institution will not charge the Exchange Student any tuition fees for that period. The Home Institution will inform their Exchange Students that they will be required to pay fees for student activities, membership in student societies and related administrative fees at the Host Institution where such additional fees are charged to the Host Institutions' other degree students. Exchange Students visiting UNM will be required to pay any applicable course fees or lab fees, plus the administrative fee charged to all incoming international students.

- 2.6 Upon the Exchange Student's successful completion of their Academic Exchange Period, the Host Institution will issue to the Home Institution the Exchange Student's academic transcript of results and the Home Institution shall apply those results to the Exchange Student's academic record at the Home Institution in accordance with the Home Institution's policies and procedures. Exchange Students will receive an academic transcript of results from the Host Institution in accordance with the Host Institution's policies and procedures and applicable laws.
- 2.7 Participation in the Exchange Programme does not constitute or guarantee admission at a later date as a regular student to the Host Institution nor does it establish residence in the respective jurisdictions of the United States of America and/or the United Kingdom.
- 2.8 The Host Institution will (so far as it is legally able to do so) make available to the Exchange Students those student services generally available to all students enrolled in its programme during the period of study under the Academic Exchange Period.
- 2.9 The Host Institution will evaluate the academic performance of all Exchange Students using the same criteria used for students enrolled in the same programme of the Host Institution.
- 2.10 Exchange Students' academic and non-academic conduct will be governed by the policies of the Host Institution during the Academic Exchange Period. In the event an Exchange Student is disciplined by the Host Institution, the Home Institution will be advised of the details of the matter in order for the Home Institution to apply the discipline or sanction at the Home Institution as it determines. Discipline may include suspension or termination of an Exchange Student from the Exchange Programme.
- 2.11 In the event there is an academic appeal by the Exchange Student while participating in the Exchange Programme, the academic appeal process of the Host Institution will apply. The Home Institution agrees to cooperate in the appeal process by providing documents and information as required.
- 2.12 The Institutions agree to cooperate with each other to provide materials, responses and such other support as may be reasonably required in the event that Exchange Students from either Institution are able to access the UK Office of the Independent Adjudicator ("OIA"), after completing the internal processes of the respective Institution, in accordance with the procedures of the OIA.
- 2.13 Prior to departure from the home country, the Home Institution will provide the Exchange Student with a pre-departure briefing. On arrival at the host country

the Host Institution will provide the Exchange Student with an orientation to the host country and Host Institution.

- 2.14 The Home Institution will ensure that its Exchange Students understand that the Exchange Students are solely responsible for:
- a) obtaining passports, visas and other travel documents. Acceptance by the Host Institution into an exchange programme does not guarantee that the Exchange Student will obtain a visa or necessary travel documents to enter the host country;
  - b) meeting all entry requirements of the host country;
  - c) finding and paying for their own accommodation and living expenses. However, the Host Institution's will provide incoming Exchange Students with assistance in finding residential accommodation for the Academic Exchange Period, provided the Institution's application procedures are fulfilled;
  - d) cost of travel expenses to and from the host country and within the host country;
  - e) all books, equipment and consumables;
  - f) health insurance, medical expenses, vaccinations where for health insurance the Exchange Student must comply with the Host Institution's and Home's Institution's requirements; and
  - g) any other incidental expenses.
- 2.15 The Host Institution bears no responsibility for providing funds to an Exchange Student for any purpose.
- 2.16 The Home Institution will confirm with their Exchange Students that the students' stay in the host country is determined by the terms of their visas or other travel documents, and that any breach of the conditions of their visa or travel documents could result in the students no longer being permitted to stay in the host country to complete the Academic Exchange Period.
- 2.17 The Home Institution will ensure that its Exchange Students understand that neither the Home Institution nor the Host Institution will issue any academic credits to an Exchange Student if an Exchange Student does not successfully complete their studies during the Academic Exchange Period.
- 2.18 Each Institution will bear its own costs in relation to the Exchange Programme unless both Institutions agree otherwise.

## GENERAL TERMS OF THE AGREEMENT

### 3.1 Duration of the Agreement

This Agreement will be deemed to have become effective from 3 January 2015 ("**Commencement Date**") and shall continue in force for five (5) years from the Commencement Date or until earlier terminated by either Institution in keeping with the terms of this Agreement. This Agreement may be renewed for successive additional periods as may be agreed in writing between the Institutions.

### 3.2 Termination of the Agreement

UNM or the University of Hertfordshire may terminate this Agreement at any time for any reason by providing no less than seven (7) months prior written notice to the other Institution.

3.3 Notwithstanding the termination of this Agreement for any reason, each Institution agrees that it will continue to honour and fulfill its responsibilities to Exchange Students that are enrolled and already studying at its Institution until the completion at the time of notice to terminate, in relation to the respective Academic Exchange Period.

3.4 Upon termination of this Agreement for any reason:

3.4.1 no new Exchange Students shall be admitted to an Exchange Programme at the Host Institution (where for the avoidance of doubt this clause 3.4.1 shall have no effect on the ability of the Host Institution to offer such programme outside of the terms of this Agreement to any student); and

3.4.2 each Institution shall cease to use the name and/or logo of the other Institution.

3.5 Subject as otherwise provided herein and to any rights and obligations which may have accrued prior to termination, neither of the Institutions shall have any further obligation to the other under this Agreement after termination.

3.6 Assignment

This Agreement shall not be assignable by either Institution.

3.7 Exchange Programme Manager

Each institution will designate an individual to act as the Exchange Programme Manager and who will liaise with his or her counterpart appointed by the other Institution for the purpose of managing and implementing the Academic Exchange Programme. It is understood that the Exchange Programme Managers will draw on available resources, financial and otherwise, from their respective Institutions to carry out this function.

3.8 Amendment

No modification or amendment to this Agreement may be made unless agreed to by UNM and the University of Hertfordshire in writing. UNM and the University of Hertfordshire agree that any modification or amendment to this Agreement shall become effective upon a date agreed to by the respective Institutions in writing but shall not affect those Exchange Students participating in the Exchange Programme on the effective date of the said modification or amendment unless otherwise agreed to by UNM and the University of Hertfordshire in writing that the said Exchange Students shall be subject to such modification or amendment.

3.9 Authority to Bind the Home and Host Institution

UNM and the University of Hertfordshire shall not incur any debt or obligation on behalf of the other Institution except as permitted by written authority of the other Institution.

### 3.10 Severability

If any provision in this Agreement shall be determined to be invalid, void, illegal or unenforceable in whole or in part for any reason whatsoever, it shall be severable from all other provisions and shall not in any way affect or impair the validity of this Agreement.

### 3.11 Notice

Any notice to be served on either of the Institutions by the other shall be sent by registered (if applicable, air mail) post at the addresses given herein and shall be deemed to have been received by the recipient ten (10) calendar days after the date stated on the registered slip. The University of Hertfordshire does not accept services by email or by fax.

UNM

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

University of Hertfordshire

Attention: Vice Chancellor

Address: College Lane, Hatfield, Herts AL10 9AB, UK

Tel: +44 01707284031

Website: <http://www.herts.ac.uk>

### 3.12 Dispute Resolution

Both Institutions will be responsible for undertaking a joint regular review of the exchange programme and its operation on a yearly basis, or more frequently as needed. Should a dispute arise in the interpretation or application of the agreement or the operation of the student exchanges, the senior administrators at both Institutions will consult and negotiate a resolution to the dispute.

### 3.13 Intellectual Property and use of names and logos

Any intellectual property rights owned by an Institution before the date of this Agreement and during the term of this Agreement will remain the property of that Institution. Nothing contained in this Agreement will affect the absolute ownership rights of any Institution in such Institution's intellectual property rights. For the avoidance of doubt, no licences are granted under this Agreement.

In the event that either Institution wishes to use the name and/or logo of the other Institution for any purposes, including without limitation for the purposes of marketing or recruitment, such Institution shall obtain the written consent of the other Institution in advance of such use.

Neither of the Institutions shall publish any institutional marketing material (excluding student testimonials and related documentation) relating to this Agreement without the prior written consent of the other Institution and undertake that the wording for any such marketing materials shall be agreed jointly between the Institutions prior to its use.

### 3.14 Non Discrimination

Each Institution agrees that it shall not unlawfully discriminate directly or indirectly within the meaning and scope of any UK or US law, enactment, order, or regulation relating to discrimination (whether in age, race, gender, colour, religion, nationality, disability, sexual orientation or otherwise) in the provision of its services to Exchange Students under this Agreement.

3.15 This Agreement contains the entire agreement between the Institutions with respect to the subject matter hereof, and supersedes all previous discussions, agreements, arrangements and understandings between the Institutions with respect thereof. Each Institution acknowledges that in entering this Agreement it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement. Nothing in this clause shall limit or exclude any liability for fraud.

3.16 Each Institution shall bear its own liability for any tax, duties or any other costs chargeable to such Institution in respect of its participation in the arrangements set out under this Agreement.

### 3.17 Personal Data Protection

3.17.1 As used in this clause 3.17, the following term shall have the meanings set forth below.

**“Personal Data”** means data which relate to a living individual who can be identified

(i) from those data, or

(ii) from those data and other information which is in the possession of, or is likely to come into the possession of, the data controller, and includes any expression of opinion about the individual and any indication of the intentions of the data controller or any other person in respect of the individual.

3.17.2 Each Institution shall comply with all applicable laws, regulations, and codes in its jurisdiction relating to the protection of personal data contained in the Exchange Students' academic records or provided by the other Institution in connection with this Agreement.

3.17.3 Notwithstanding the general obligation above, each Institution will:

(i) ensure that it has in place appropriate technical and contractual measures to ensure the security of the Personal Data;

(ii) provide the other Institution with such information as may be reasonably required to satisfy itself that the other Institution has in place appropriate technical and contractual measures to ensure the security of the Personal Data;

3.17.4 If the University of Hertfordshire provides UNM with any Personal Data, UNM shall:

(i) take appropriate technical and organisational measures against the unauthorised or unlawful processing of the Personal Data or accidental loss or destruction of, or damage to, the Personal Data (including in respect of adequate back up procedures and disaster recovery systems) (unauthorized or unlawful processing shall be read to include the use of unauthorized access as it appears in UNM policies and procedures);

(ii) promptly comply with any request from University of Hertfordshire requiring UNM to amend, transfer or delete the Personal Data unless contrary to applicable law.

3.17.5 If UNM receives any complaint, notice or communication which relates directly or indirectly to the processing of the Personal Data, it shall immediately notify University of Hertfordshire and it shall provide University of Hertfordshire with full co-operation and assistance in relation to any such complaint, notice or communication.

3.17.6. UNM shall ensure that access to the Personal Data is limited to:

i. those of its contractors or agents (if any) who need access to the Personal Data to meet UNM's obligations under this Agreement; and

ii. in the case of any access by any contractors or agents, such part or parts of the Personal Data as is strictly necessary for performance of that their duties.

3.17.7. UNM shall ensure that:

i. all of its appointed contractors or agents (if any):

a) are informed of the confidential nature of the Personal Data;

b) are aware both of UNM's duties and their personal duties and

obligations under such laws and this Agreement.

ii. all of its appointed third party providers of cloud-deployed applications or data storage which contain Personal Data agree to provide adequate protection from unauthorized disclosure, copying or use of such data.

3.17.8 UNM shall notify University of Hertfordshire promptly (and in any event within five (5) working days) if it receives a request from an individual who is the subject of Personal Data for access to that person's Personal Data.

3.17.9 UNM shall provide University of Hertfordshire with full co-operation and assistance in relation to any request made by an individual who is the subject of Personal Data to have access to that person's Personal Data.

3.17.10 UNM shall not disclose any the Personal Data of any exchange student to a third party (except third party providers of cloud-deployed applications or



data storage) other than at the request of the University of Hertfordshire, as provided for in this Agreement, or as otherwise required by applicable law. Additionally, UNM shall maintain the confidentiality of all students records produced by it or furnished to it by University of Hertfordshire, and will not disclose information except as University of Hertfordshire may request for its own use or as the student may direct or as otherwise required by applicable law.

3.17.11 UNM shall comply with all of University of Hertfordshire's reasonable instructions from time to time relating to UH's duties and obligations under the UK Data Protection Act 1998.

3.17.12 UNM shall promptly notify University of Hertfordshire if at any time it is unable to comply with any of its obligations under this clause 3.17.

3.17.13 The provisions of this clause shall apply during the continuance of the Agreement and indefinitely after its expiry or termination, unless all relevant Personal Data is destroyed by UNM, in which case the provisions of this clause shall expire.

- 3.18 Except as set out in this Agreement, all warranties, conditions, undertakings and other terms implied by statute, common law, custom, trade or usage, course of dealings or otherwise (including without limitation as to quality, performance or fitness or suitability for purpose) in respect of any service to be provided by either Institution under this Agreement are hereby excluded to the fullest extent permitted by law.
- 3.19 Each Institution shall comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption.
- 3.20 UNM acknowledges that the University of Hertfordshire is subject to the requirements of the UK Freedom of Information Act 2000 and agrees to provide all necessary assistance as may be reasonably requested by the University of Hertfordshire to enable the University of Hertfordshire to comply with its obligations under that Act.
- 3.21 The University of Hertfordshire acknowledges that UNM is subject to the Inspection of Public Records Act ("IPRA") in the US and agrees to provide all necessary assistance as may be reasonably requested by UNM to enable UNM to comply with its obligations under IPRA.
- 3.22 UNM agrees it shall cooperate with the University of Hertfordshire, including provision of such information as may be requested, to support the University of Hertfordshire's compliance with the requirements of the UK Counter Terrorism and Security Act 2015
- 3.23 Nothing contained in this Agreement shall be construed to imply a legal partnership, or employer and employee, or principal and agent relationship between either of the Institutions. No Institution shall have any right, power or authority to create any obligation express or implied on behalf of the other Institution.
- 3.24 The failure of either Institution at any time to enforce any of the provisions of this Agreement or exercise any right under this Agreement shall not operate as a

waiver of that right or preclude the exercise or enforcement of it at any time or times thereafter.

- 3.25 This Agreement may be entered into by the Institutions on separate counterparts, each of which so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.
- 3.26 No person who is not party to this Agreement shall have any right to enforce any terms of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- 3.27 The Institutions agree that they shall endeavor to settle any dispute relating to this Agreement by negotiating with each other in good faith. If the Institutions are unable to completely resolve the dispute through negotiation, the Institutions agree that (other than clauses 2.12, 3.17.11, 3.20 and 3.22 above which shall be governed by the laws of England), the internal laws of the State of New Mexico, U.S.A., regardless of any choice of law principles, shall govern the validity of this Agreement, the construction of its terms and the interpretation and enforcement of the rights and duties of the parties. THE PARTIES AGREE THAT THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS SHALL NOT APPLY TO THIS AGREEMENT AND ITS APPLICATION IS HEREBY EXPRESSLY EXCLUDED. The venue for any arbitration or judicial proceedings between the parties shall be exclusively in New Mexico. To the extent judicial proceedings occur, the parties submit to the exclusive jurisdiction of the state and federal courts located in New Mexico, and the parties agree to accept service of process pursuant to the notice provisions set forth in this Agreement.

To the extent each may legally do so, each Institution hereto hereby expressly waives any right to trial by jury of any claim, demand, action, cause of action, or proceeding arising under or with respect to this Agreement, or in any way connected with, or related to, or incidental to, the dealing of the parties hereto with respect to this Agreement, or the transactions related thereto, in each case whether now existing or hereafter arising, and irrespective of whether sounding in contract, tort, or otherwise. To the extent permitted by New Mexico law, the Institutions hereby agree that any claim or cause of action arising out of or relating to this Agreement shall be settled through binding arbitration in New Mexico, pursuant to New Mexico law governing such practices. Where arbitration is required, the parties will mutually select an arbitrator, and all fees and costs shall be split evenly between the parties. If the parties cannot agree on an arbitrator within 20 calendar days, the parties will request that the Court of the Second Judicial District Court of New Mexico assign an arbitrator for the case. This paragraph shall not restrict a party from exercising pre-judgment remedies under applicable law.

**SIGNED**

For and on behalf of  
**UNIVERSITY OF HERTFORDSHIRE  
HIGHER EDUCATION CORPORATION**



Name: Professor Quintin McKellar

Position: Vice Chancellor

Dated: 04. OCT. 16

**SIGNED**

For and on behalf of  
**THE REGENTS OF THE UNIVERSITY OF NEW MEXICO**



Name: Dr. Chaouki Abdallah

Position: Provost and Executive Vice President for Academic Affairs

Dated: NOV. 23. 2016

