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**INTERNATIONAL  
STUDY ABROAD AGREEMENT**

Between

**UNIVERSITY OF TECHNOLOGY SYDNEY**

and

**THE REGENTS OF THE UNIVERSITY OF NEW MEXICO**

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THIS INTERNATIONAL STUDY ABROAD AGREEMENT is made BETWEEN:

**UNIVERSITY OF TECHNOLOGY SYDNEY** (ABN 77 257 686 961) of 15 Broadway, Ultimo, New South Wales, 2007 Australia ("**UTS**")

**AND:**

**THE UNIVERSITY OF NEW MEXICO**, 1 University of New Mexico, Albuquerque, New Mexico 87131-0001 United States of America ("**UNM**")

**RECITALS**

- A. The University of Technology Sydney Australia is a tertiary institution and body corporate established under the University of Technology Sydney Act 1989 (NSW). UTS has strong links to industry, the professions and the community and has a growing research reputation and a strong commitment to internationalisation.
- B. The University of New Mexico is confirmed as a state educational institution under Article XII, Section 11 of the New Mexico Constitution.
- C. The Parties wish to enter into this Study Abroad Agreement to establish a Study Abroad Program between their Institutions in order to provide participating students with an opportunity to internationalise their curriculum on the following conditions:

NOW THE PARTIES AGREE AS FOLLOWS:

1. Definitions:

**Institution** means the tertiary institution of each of the Parties to this Agreement.

**Semester** means one of the two teaching periods of the academic year at UNM.

**Session** means one of the two main teaching periods of the academic year at UTS commencing either in February/March or July/August.

**Study Abroad Program** means a period of full-time non-award study which may be undertaken at UTS by a student from UNM on a full international fee paying basis and that may be counted towards the requirements for an award at UNM. The full-time study load at UTS is between 18 and 24 credit points per Session and up to one year for coursework study, or for between one and four Sessions of combined research and coursework as approved by UTS.

**Study Abroad Student** means an international full-time fee paying student from UNM who is admitted and enrolled at UTS under the Study Abroad Program.

2. UNM is responsible for screening, selecting and nominating Study Abroad Student applications for this Study Abroad Program. UTS reserves the right to review and make final decisions in its absolute discretion on the admissibility of each Study Abroad Student nominated by UNM. Where practicable, UNM will give UTS at least three months' notice of nominated Study Abroad Students and UTS will give at least two months' notice of Study Abroad Students that it has accepted.
3. Study Abroad Students are required to pay fees to UTS as International full-time fee paying students.
4. Study Abroad Students may apply to study any course or subject at UTS where they meet the general and academic requirements and prerequisites. These include any language requirements for entry. At UTS, students who do not meet the required level of English language may be eligible to enrol in the [Australian Language & Culture Program](#).
5. All Study Abroad Students are required to obtain prior written approval from both UTS and UNM of all proposed subjects to be undertaken at UTS. These approvals will usually be organised in advance through the application process. It is the responsibility of the Study Abroad Student and the UNM to check and determine whether subjects undertaken at UTS will count towards an award at the UNM.
6. Study Abroad Students are required to complete all assessments for their studies at UTS.
7. The Parties acknowledge that the academic and research standards properly established by each Institution must be maintained at all times and that the relationship between the Parties will not operate to constrain either Institution from applying those standards.
8. Transcription of results and academic records will be provided to the UNM as soon as practicable after the completion of the period of study abroad.

9. Students enrolled as Study Abroad Students are subject to all UTS rules and regulations; and the laws and regulations of both the state of New South Wales and Commonwealth of Australia. Any breach of the UTS rules and regulations by a Study Abroad Student will be dealt with in accordance with the student misconduct rules and/or other disciplinary procedures of UTS.
10. UTS will provide Study Abroad Students with academic counselling; assistance at enrollment and information on courses of study; and access to library and other facilities to the extent any enrolled student at UTS is entitled to these.
11. UTS will provide assistance in finding accommodation but there are no obligations on UTS to provide accommodation, and no guarantees on the provision of accommodation can be expected by Study Abroad Students.
12. Study Abroad Students are responsible for obtaining and maintaining a visa and any related documents necessary to ensure compliance with Australian immigration and international student laws and regulations during participation in a period of international study at UTS.
13. Study Abroad Students are responsible for all their personal costs, including without limitation, visa and travel documentation, housing, international and local travel, food, health, textbooks and all other personal expenses.
14. Study Abroad Students at UTS must purchase [Overseas Student Health Cover \(OSHC\)](#) as a condition of their visa for entering Australia.
15. Each Party must undertake the promotion of the education and training services of the other Party in a professional manner, and maintain the integrity and reputation of the other Party and its respective international education and training industry. In particular, all materials used by each Party to promote the other must:
  - (a) have been provided by the other Party specifically for promotional and marketing purposes; or
  - (b) have been approved in advance in writing by the other Party prior to distribution.
16. Each Party shall amend or replace marketing materials as requested by the other Party if such amendments or replacements are required by law.
17. No Party will have the right to use the name or logo of another Party without that Party's prior written consent. Use of the name and logo of another party should be in compliance with any other conditions attached to such consent.
18. Each Party will ensure that before any public statements (including statements to the media or articles relating to their joint activities) are released or published that the prior written consent of the other Party is obtained. This does not include either party's obligation

to comply with applicable laws pertaining to the production of documents pursuant to a request to inspect public records.

19. The Parties acknowledge that they may be required to meet certain obligations under the laws and regulations applicable in their own jurisdiction and in the jurisdiction of the other Party, including but not limited to sanctions laws; foreign interference and foreign influence laws; export control laws; privacy and data control laws; work, health and safety laws; immigration laws and laws relating to provision of education to international students. Each Party understands and acknowledges that such laws and regulations may affect or restrict this Agreement and/or the activities contemplated under this Agreement. The Parties acknowledge that in any activities or projects contemplated by this Agreement they will comply with all laws and regulations of their own jurisdiction and take all reasonable steps to ensure compliance with the laws and regulations of the other Party's jurisdiction provided such compliance is not in breach of any law or regulation of a Party's own jurisdiction.
20. The Parties will effect and maintain all relevant insurances required under the laws and regulations of their respective countries and any other insurances regarded as customary and prudent in the provision of educational services that cover their liabilities under this Agreement including without limitation public liability insurance and professional indemnity insurance. Evidence of such insurance shall be provided to the other Party upon request.
21. As between the Parties, each party acknowledges that it will be responsible for claims or damages arising from personal injury or damage to persons or property to the extent the injury or damage results from the actions or negligence of that party's contractor's or employees. UTS understands that UNM is not indemnifying UTS for UTS's acts or omissions to act. UNM understands that UTS is not indemnifying UNM for UNM's acts or omissions to act. The liability of UNM will be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1 et seq. NMSA 1978, as amended. Nothing in the agreement excludes wany liability for death or personal injury, liability or any other liability which cannot by law be excluded.
22. Each Party is liable for costs associated with preparing, negotiating and executing this Agreement.
23. The terms of this Agreement may be amended by mutual consent in writing.
24. The Agreement shall remain in place for five years after the last signature, and the Parties may agree to review it with a view to extending its term.
25. This Agreement may be terminated by either Party, by giving not less than twelve months written notice to the other Party unless either Party is prohibited under any law or regulation from continuing under this agreement in which case the notice period may be immediate. All students enrolled at that time as Study Abroad Students must be permitted to complete their study abroad studies provided it is not prohibited under law or regulation.

26. Where a problem or dispute arises between the Parties they will first seek to resolve that dispute between themselves and will use their best endeavours to settle the problem or dispute by direct negotiation. Where the problem or dispute continues the Parties may elect a third Party by mutual consent, who shall examine the problem or dispute and provide recommendations. All expenses incurred in appointing the elected third party shall be shared equally by the Parties.
27. This Agreement may be signed in counterparts each of which is deemed to be an original and all of which constitute one and the same instrument. If this Agreement is not signed on the same date, this Agreement will commence on and from the last date of signing. The Parties will sign copies of this Agreement with each Party retaining an original copy.
28. The Parties agree that this Agreement does not create or evidence a relationship between them of partnership, joint venture, employer and employee or agency.
29. This Agreement constitutes the entire Agreement between the Parties and any prior arrangements, agreements, warranties, representations or undertaking with respect to the matters set out in this Agreement are superseded.
30. All communications and notices between the Parties under this Agreement must be in writing and made through the Nominated Representatives as set out below or as alternatively advised by a Party in writing from time to time:

**UTS Nominated Representative:**

Mr Simon Watson  
Senior Manager, Global Mobility Programs  
UTS International  
15 Broadway, Ultimo NSW 2007, Australia  
Telephone: +61 2 9514 2589  
Facsimile: +61 2 9514 1530  
Email: [Simon.Watson@uts.edu.au](mailto:Simon.Watson@uts.edu.au)

**UNM Nominated Representative**

Todd Karr  
Director of Education Abroad  
Mesa Vista Hall 2120  
1 University of New Mexico, MSC06 3850  
Albuquerque, New Mexico 87131 U.S.A.  
Telephone: +1-505-277-4032  
Fax number: +1-277-1867  
Email: [studyabd@unm.edu](mailto:studyabd@unm.edu) / [tmkarr@unm.edu](mailto:tmkarr@unm.edu)

31. A notice given in accordance with clause 30 is taken to be received:

- (a) if hand delivered or couriered, on delivery;
- (b) if sent by prepaid post, five days after the date of posting;
- (c) if emailed, when the receiving Party acknowledges having received the email with an automatic read receipt being transmitted to the originating Party; or

**EXECUTION PAGE**

**Signed for the Parties as an International Study Abroad Agreement by:**



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**Mr Leo Mian Liu**  
Pro Vice-Chancellor  
(Global Partnerships)  
University of Technology Sydney



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**Dr Nicole Tami**  
Executive Director of Global Education  
Initiatives  
The Regents of The University of New  
Mexico

Date: 13 September 2024

Date: 16-Sep-2024

## **SCHEDULE A – UTS STUDY ABROAD TUITION FEES FOR STUDENTS OF UNM**

1. Study Abroad students study on a fee-paying basis at UTS in accordance with the published fees for Study Abroad set by UTS each year. The relevant information is on the [UTS Study Abroad and Exchange](#) website.

The UTS Study Abroad Program tuition fee is a flat fee for up to 24 UTS credit points:

- 2025 - A\$11,280 per session (A\$470 per credit point)

The UTS Study Abroad 18 (18 UTS credit points, usually 3 UTS subjects\*) tuition fee for 18 credit points is:

- 2025 - A\$8,460 per session (A\$470 per credit point)

\* UTS subjects in UTS Faculty of Law and UTS Faculty of Arts and Social Sciences can be valued at 8 credit points each; therefore not all students may select the Study Abroad 18 program if they enrol into subjects offered by those Faculties.

2. UTS will provide a UTS Study Abroad Grant for each UNM Study Abroad student enrolling at UTS each semester. The Grant will be payable directly to the student's fee account at UTS with the following conditions:
  - a) that the Grant will have the following maximum amount:
    - (i) AU\$1,400 for each Student Abroad student enrolling for a total of 24 credit point studies at UTS for one semester; or
    - (ii) AU\$1,000 for each Student Abroad student enrolling for a total of 18 credit point studies at UTS for one semester; and
  - b) that UNM will be responsible for administering all UNM Study Abroad applications and forwarding this directly to UTS, including checking and ensuring that all applications are complete with the required supporting documentations and certification;
  - c) that, in the event that the student is enrolled for two semesters at UTS, continuation of the Grant for the second semester of study is subject to no fails in all enrolled subjects for the first semester of enrolment; and
  - d) in the event that the services of a third party representative are engaged in the processing of applications, or such providers advise and assist UNM student around placement into UTS Study Abroad, the Grant will not be awarded to those students thereby assisted.
3. Notwithstanding (2), the Grant is awarded at the sole discretion of UTS and is subject to an annual review by UTS. The availability and amount of the Grant and conditions may also be varied and/or discontinued at any time by UTS. A notice regarding any change will be provided by UTS to UNM at least 6 months in advance.
4. The cessation or variation of the Grant conditions and amount at any time will not affect:
  - a) students who are already admitted to UTS with the confirmation of the Grant by UTS for the respective semester of enrolment; and
  - b) the continuation of the Study Abroad Program under the arrangements of the rest of this Agreement.








# University of Technology Sydney - Direct Enroll Agreement

Final Audit Report

2024-09-16

Created:	2024-09-16
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