

Agreement between College Year in Athens, Inc. and The Regents of The University of New Mexico

This agreement (the “agreement”) is entered into as of the later of the dates of the signatures below (the “Effective Date”) by and between College Year in Athens, Inc. (“CYA”) with an address at P.O. Box 390890, Cambridge MA 02139 and The Regents of The University of New Mexico (“Institution”) with an address at 1 University of New Mexico, Albuquerque NM 87131-0001 (each, a “party”; collectively, the “parties”). The purpose of this agreement is to facilitate a cooperative study abroad arrangement for Institution undergraduates (each, a “student”; collectively “students”) to attend the CYA single semester, full academic-year and summer programs in Athens, Greece (the “program”).

1. APPLICATION, ADMITTANCE, AND MATRICULATION.

- a. Institution will recruit, screen, and select students for participation in programs in accordance with CYA’s standards for admission. Consistent with CYA’s application submission deadlines, Institution and selected students will submit to CYA their respective components of completed CYA application materials as well as any other materials reasonably requested by CYA. CYA will review such materials within a reasonable period of time following submission of such materials.
- b. A student must be accepted by CYA in accordance with CYA’s standards for admission, in order to be eligible for participation in the program. CYA will notify Institution students directly of their admission status. In addition, CYA will provide formal notification to Institution of a student’s enrollment status within a reasonable time of such student’s acceptance of a CYA offer of admission into the program. CYA reserves the right, in its sole discretion, to deny admission to any applicant for any reason permissible under applicable law and may, but will not be required to, state a reason. CYA further reserves the right to dismiss any accepted student from a program, remove any student from program housing, and/or suspend any student from program activities for behavior deemed unacceptable by CYA in its sole but reasonable discretion.

2. INSTITUTION POLICIES. Except in the event of conflicting local laws or customs, CYA agrees, to the best of its ability, to uphold Institution’s policies created for students attending the program, provided that such policies are submitted to CYA in writing and reasonably prior to the commencement of the program students will be attending.

3. WITHDRAWAL AND FULL-TIME STATUS. Subject to applicable laws, CYA will notify Institution if a student withdraws from a program prior to the commencement thereof or prior to its conclusion. Refunds of any fees will be made only in accordance with CYA’s then-current refund policy published by CYA on its website (which, as of the date of the Effective Date of this agreement, is at www.cyathens.org). If a student is dismissed from the program, removed from program housing,

or suspended from program activities, no refund of the relevant program fees will be made. CYA will notify Institution in a timely manner if a student drops below the program's full-time enrollment status, as defined by CYA.

4. STUDENT ISSUES.

- a. CYA will work cooperatively with Institution to resolve any complaints by students, faculty, or staff relating to CYA programs and related services (such as housing issues and any behavioral or disciplinary issues involving Institution students). CYA will use all reasonable efforts to notify Institution in the event of an emergency related to an Institution student (such as a serious illness or accident, crime involving a student, or arrest of student) to the extent allowed by law.
- b. CYA and Institution will provide information to students to facilitate the acquisition of appropriate visas for students participating in the program. However, students have the entire responsibility for compliance with all applicable laws, including without limitation, immigration laws and visa requirements, and for payment of any fees imposed for visa processing or related services.
- c. CYA will provide such information on health care insurance as it has available. However, a student participating in the program is responsible for ensuring that s/he has adequate health care insurance coverage, accident insurance coverage, and personal property insurance coverage for the entire duration of the program.

5. FEE INFORMATION. CYA will have sole discretion and responsibility to establish all fees and other charges relating to the program. Prior to enrolling students, CYA will provide Institution with current program fee information or make such information available on CYA's website (which, as of the Effective Date of this agreement, is at www.cyathens.org).

6. BILLING.

INSTITUTION PAYS NOTHING: CYA will invoice, or otherwise request payment from, the student and the student is responsible for the payment of program tuition, room and board and other mandatory program expenses as well as the refundable damage deposit and non-mandatory costs, such as optional field trips. Institution will not be responsible for such costs but will use all reasonable efforts to assist CYA in resolving student payment disputes and in collecting overdue payments from students.

7. CREDITS AND FINANCIAL AID.

- a. An Institution student who participates in a program will be deemed by Institution to be a fully matriculated Institution student during the time of such student's participation. Academic credits that a student earns while enrolled in a program will be accepted by Institution. Institution students who receive financial aid from Institution will be permitted to apply their institutional financial aid and relevant federal and state aid to the fees of the CYA program. CYA will notify Institution of any scholarship that CYA awards to an Institution student. The amount of the scholarship will be deducted from the program cost, and will be considered an additional source of funding for the purpose of processing federal and state financial aid.
- b. With respect to the U.S. Higher Education Act ("HEA") (20 U.S.C. §§ 1001 *et seq.*) and its associated regulations, CYA represents and warrants that it has not: (i) had its eligibility to participate in the title IV, HEA programs terminated by the U.S. Secretary of Education; (ii) voluntarily withdrawn from participation in the title IV HEA programs under a termination, show-cause, suspension, or similar type proceeding initiated by CYA's State licensing agency, accrediting agency, guarantor, or by the U.S. Secretary of Education; (iii) had its certification to participate in title IV, HEA programs revoked by the U.S. Secretary of Education; (iv) had its application for re-certification to participate in the title IV, HEA programs denied by the U.S. Secretary of Education; or (v) had its application for certification to participate in the title IV, HEA programs denied by the U.S. Secretary of Education. For the avoidance of doubt, Institution shall determine an Institution student's eligibility for title IV, HEA program funds, and shall calculate and disburse those funds to such Institution student.

8. PUBLICITY. Institution may announce its affiliation with CYA in printed materials and on its website and may otherwise publicize the program as it sees fit, provided that Institution obtains CYA's prior written approval of each such announcement or publicizing. All goodwill resulting from Institution's use (to the extent approved in writing and in advance by CYA) of CYA's trademark(s) and/or service mark(s), will inure solely to CYA. Institution will not knowingly make any incorrect, false, or misleading statements regarding the features of the program nor intentionally take any action that would detract from the reputation of, and satisfaction of students with, the programs and CYA as a provider of quality study abroad programming.

9. LIABILITY INSURANCE. At each party's own expense, each party shall maintain for itself and provide to the other general liability insurance with a limit of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate coverage to cover claims arising under this agreement. Such insurance shall be effective as of the Effective Date and remain effective following termination or expiration of this agreement as long as claims

under this agreement may arise. CYA shall name Institution as an additional insured under its insurance policies required hereunder and, upon Institution's request, CYA shall furnish to Institution an industry-standard certificate of liability insurance evidencing that said policy names as an additional insured "Institution, its affiliates, officers, directors, trustees, volunteers, employees, agents, and contractors." Neither the issuance of any insurance policy or coverage required hereunder, nor the minimum limits specified herein with respect to insurance coverage, shall be deemed to limit or restrict in any way Institution's liability arising out of this agreement. Notwithstanding the foregoing, to the extent Institution is insured under a state-administered insurance plan or is otherwise self-insured, upon CYA's request, Institution will furnish to CYA an "Evidence of Coverage" document evidencing the required coverages and Institution represents and covenants that it is, and shall remain, so insured. Each party further shall promptly provide the other with written notice in the event of any policy change, cancellation, or termination.

10. **LIABILITY.** Each party to this agreement shall be fully responsible for its own actions and omissions and for all liability, claims, losses, damages or expenses (each, a "Claim"), caused, or alleged to have been caused, by that party or by its employees in the performance or omission of any act or responsibility of that party under, pursuant to or in connection with this agreement. Each party will use reasonable efforts, to the extent and manner permitted by applicable law, to ensure that the other party and its employees, do not suffer any losses, damages, liabilities and related expenses (including attorney fees), arising out of the other party's performance of this agreement, except that each party shall bear any liabilities or expenses arising in whole or in part from its own negligent acts or omissions or those of its employees. In the event that a claim is made against more than one party, it is the intent of the parties to cooperate in the defense of said claim and use best efforts to cause their insurers to do likewise. Notwithstanding the foregoing, each of the parties shall have the right to take any and all actions they believe necessary to protect their respective interests. Neither party to this agreement shall be liable for any negligent wrongful act, either of errors or omissions, chargeable to the other, unless law imposes such liability. For the avoidance of doubt, Institution shall be responsible for the negligent acts or omissions of its officers, employees, agents, and students arising out of this agreement. Each party shall: (I) upon awareness of a Claim for which the other party may be responsible, provide written notice to the other party as soon as practicable of such Claim, including particulars sufficient to identify the person, persons or organizations involved in the respective Claim; (II) furnish all information, assistance, and cooperation as the other party (or its insurer) may reasonably require in the investigation, defense, and/or resolution of such Claim; and (III) upon awareness of a Claim for which the other party may be responsible promptly forward to the other party any written demand (including without limitation any settlement demand), notice, summons, complaint or other process of service received and related to such Claim. CYA understands that Institution is not indemnifying CYA for CYA's acts or omissions to act. Institution understands that CYA is not indemnifying Institution for Institution's acts or omissions to act. The liability of Institution 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.

11. **FORCE MAJEURE.** Except with respect to an obligation to pay any amount owed hereunder, if the performance of any obligations of either party is delayed or interrupted or prevented due to an act of God, fire, flood, earthquake, severe weather event, war, terrorist act, civil unrest, martial law, sabotage, detonation of any weapon, release or threat of release of any nuclear, chemical or biological material or agent, usurpation, public disaster, riot, pandemic, epidemic, quarantine, and/or other health emergencies, shortage of or disturbance in labor or materials (not caused by the party seeking the benefit of this paragraph), governmental law, regulation, restriction, or order, or any other cause beyond the reasonable control of such party, such party will not be liable to the other therefor nor will such party be deemed to have defaulted or breached this agreement, and both parties will be relieved of their obligations hereunder with respect to the obligations so prevented.

12. **DATA PROTECTION.** Parties acknowledge that any information incidentally collected, stored, and transmitted may constitute the creation of education records as defined by the Family Education Rights and Privacy Act (FERPA). 34 C.F.R. Part 99, or other confidential records. Parties agree to abide by the applicable laws of their respective jurisdiction regarding the storage and transfer of confidential information.

13. **NOTICES.** All notices required by, or provided in connection with, this agreement will be in writing and sent to each party at the address set out in the preamble of this agreement or any address later provided by such party in accordance with this section. All notices will be sent by registered or certified mail.

Contact Information

Director of Education Abroad The University of New Mexico Global Education Office Mesa Vista Hall 2120, 1 University of New Mexico MSC06 3850 Albuquerque, New Mexico 87131 U.S.A.	Alexia Lingaas College Year in Athens, Inc. North American Office P.O. Box 390890 Cambridge MA 02139
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14. **TERM AND TERMINATION.** This agreement begins on the Effective Date and will continue in effect unless terminated pursuant to this Section 14. Either party may terminate this agreement for convenience; such termination shall take effect from the beginning of the next academic year,

provided that notification of termination has been given in writing no later than January 1 of the prior academic year. In the event that termination of the agreement occurs while a student is currently participating in a program, this agreement will continue in full force and effect for so long as any issues or matters in connection with such student's participation remain unresolved. In addition, Sections 5 (as to amounts accrued but not paid), 6 (as to amounts accrued but not paid), and 7-14, and all provisions of this agreement that by their terms are intended to survive termination or expiration of this agreement, will survive any termination or expiration of this agreement.

15. MISCELLANEOUS. This agreement will not prevent either party from entering into similar agreements at any time. To the extent that this agreement is subject to the Anti-Kickback Enforcement Act of 1986 (41 U.S.C. §§ 8701-8707) (the "Act"), by agreeing to this agreement, the parties (a) certify that they have not knowingly paid kickbacks directly or indirectly to any employee of the other for the purpose of obtaining this or any other agreement, purchase order or contract from the other and (b) agree to reasonably cooperate with any federal agency investigating a possible violation of the Act. The parties are independent contractors, and are not partners, joint venturers, agents or representatives of the other. Neither party will act, or represent itself as having the power, to bind the other or create any obligation on behalf of the other. This agreement will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, USA without regard to its choice of law provisions. Any action or proceeding arising out of or related to this agreement will be brought only in the state or federal courts in Boston, Massachusetts. Any portion of the agreement may at any time be renegotiated or modified, but only by mutual written agreement of the parties. This agreement represents the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior offers, negotiations, representations, or statements, both oral and written, made by the parties in relation hereto. Each party has full power and authority to enter into and perform this agreement, and the person(s) signing this agreement on behalf of each party warrants that he/she has been properly authorized and empowered to execute this agreement. Each party further acknowledges that it has read this agreement, understands it, and agrees to be bound by it.

Authorized Signatures

The Regents of The University of New Mexico

For College Year in Athens, Inc.

Nicole Tami



Signature

Signature

Nicole Tami

Theoni Scourta

Printed Name

Printed Name

Executive Director of Global Education
Initiatives

President

Title

Title

Dec 7, 2023

Dec 11, 2023

Date

Date






UNM-CYA Affiliation Agrmt - UNM Signature

Final Audit Report

2023-12-07

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