



**Specific Agreement for Exchanges Between  
The University of New Mexico, Albuquerque, NM, USA and The Université libre de  
Bruxelles**

The Regents of the University of New Mexico and The Université libre de Bruxelles recognizing the value of educational exchanges, enter into this Exchange 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 by published deadlines. The host institution will determine whether to admit exchange applicants.
- e. To verify that incoming 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. Meet the host institution's applicable language-proficiency requirement.
  - i. ULB will certify the English language proficiency of ULB students in lieu of a proficiency exam due to eligible exchange students being enrolled in an academic program taught entirely in English.
- c. Obtain a copy of their host-institution transcript and submit it to their home institution on a timely basis.
- d. Comply with the host institution's applicable rules and procedures.
- e. Meet all applicable host-country immigration and visa requirements on a timely basis.
- f. Comply with all applicable host-country laws.
- g. Verify that the program to be followed at the host institution is available to exchange students.

5. **Numbers.** The parties shall make reasonable efforts to involve equal numbers of students from each institution over the term of this Agreement. Typically, up to 2 students from each institution will participate in the exchange program each year for one academic session. At the Université libre de Bruxelles, one student will be selected at the Solvay Brussels School of Economics and Management and one student will be selected university wide. 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. Any imbalance in a given semester ideally should be corrected in the subsequent year. If an imbalance continues for more than three consecutive academic terms, the party that has received the larger number of incoming students has the option to operate the exchange on a one-way basis until the imbalance is corrected, whereupon it will resume operating on a reciprocal basis as described above.
6. **Scope of the agreement.**

The Parties acknowledge that the student exchanges exclude, except by mutual agreement:  
At the Université libre de Bruxelles: the Faculty of Medicine and the Department of Translation.  
At The University of New Mexico: the School of Medicine, Nursing, and Pharmacy. Restrictions apply to Law, Nutrition, and Architecture
7. **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.
  - d. ULB will certify the English language proficiency of ULB students in lieu of a proficiency exam due to eligible exchange students being enrolled in an academic program taught entirely in English.
8. **Cancellation of Placement by the Host Institutions.** The Host Institution may, in consultation with the Home Institution, ask a student to terminate their exchange and return to his/her Home Institution. Such circumstances include, but are not limited to the following:
  - a. Students who are NOT in good academic standing at the Host Institution upon completion of the first academic term, may not be permitted to renew for a second term
  - b. Violation of Home Institution's policies, rules, regulations, or code of conduct
  - c. Student's actions place other students, faculty/staff, and/or community members at risk
  - d. Student is in violation of city/state/national laws and/or regulations
9. **Financial Responsibilities of Host Institutions.** The host institution will provide the following at no cost to exchange students:
  - a. Waiver of base tuition
  - b. Orientation Program
  - c. Student services normally available to other host-institution students
10. **Financial Responsibilities of Students.**
  - a. Home institution tuition and fees, differential tuition, and/or specialized course fees, which are NOT part of base tuition and therefore not included in the tuition waiver.
  - b. Round-trip travel costs including passport, visa, etc.
  - c. Books, class materials, supplies, etc.
  - d. Any host-institution differential tuition, 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, including specific student

- exchange fees.
- g. Health and accident insurance that meets host-institution requirements.

11. **Accommodation.** At the University of New Mexico, incoming students may apply to live in on-campus housing, but room availability is not guaranteed. At the Université libre de Bruxelles there are no on campus housing available. 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.
12. **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.
13. **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.
14. **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.
15. **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.
16. **Personal data protection**
  - a. The institutions agree to share personal data exclusively for the purpose set out in this agreement: from the Université libre de Bruxelles to University of New Mexico for the exchange participants' selection and back to the ULB at the end of the exchange period for academic grades.
  - b. ULB complies with the General Data Protection Regulation (EU 2016/679) (GDPR). Under this legislation, the Université libre de Bruxelles is responsible for the lawful collection and transfer of necessary personal data regarding the exchange participant (data subject). Transfer is based upon the following legal basis: Article 6(b) – the processing being necessary for the performance of a contract with the exchange participant, supplemented by Article 49.1(b) – the transfer to a third country is possible under the derogation that it is necessary for the performance of a contract with the exchange participant.
  - c. Receiving University is responsible for ensuring that personal data concerning exchange participants, including personal data transferred to ULB, are processed in accordance with applicable national and supranational legislation.
  - d. Each Party shall provide all necessary assistance and cooperation as reasonably requested by the other to enable that Party to comply with its data protection obligations.
  - e. Each Party shall be responsible for adequately informing the exchange participants regarding the processing of their data in the framework of the exchange.
  - f. Parties will share exchange participants' information via regular secure, encrypted electronic transfer. The transfer will ensure that both Parties, or any data processor processing on behalf of either Party, will hold up-to-date personal data at that time and that the details of any participant who opts out of the exchange agreement are not processed further. Each Party shall ensure that persons accessing personal data are subjected to the necessary confidentiality obligations.
  - g. Each Party shall retain personal data relating to exchange participants in line with its official records retention periods.
  - h. This clause shall survive the termination, for any reason, or the expiry of this agreement.
17. **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 and shall automatically renew for successive five-year terms unless terminated as provided below.
- b. This agreement covers the implementation of mobilities starting from academic year 2023-2024.
- 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. Both parties subscribe, within their partnership, to the respect of human rights and academic freedom. Each of the parties may terminate this agreement with immediate effect if the other party is responsible for a serious or systematic violation of human rights or academic freedom.
- f. 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.

18. **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.

19. **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.

Executive Director, Global Education Initiatives  
 University of New Mexico  
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 1-505-277-4032; e-mail: [geo@unm.edu](mailto:geo@unm.edu)  
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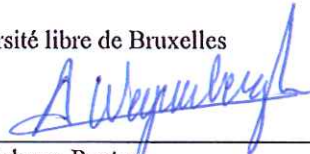
North American Affairs Officer, International office  
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 50 avenue Roosevelt, CP 131/2  
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This document memorializes the parties' entire agreement.

The Regents of the University of New Mexico

The Université libre de Bruxelles



  
 Annemie Schaus, Rector

Nicole Tami  
 Executive Director of Global Education Initiatives

15-Feb-2024

20 Feb. 2024

Date

Date