

STUDY ABROAD AGREEMENT

DATED: 23 June 2023

PARTIES

- 1 Te Herenga Waka—Victoria University of Wellington (VUW)
- 2 The Regents of The University of New Mexico (UNM)

TERMS OF THIS AGREEMENT

1. PURPOSE

- 1.1 The purpose of this study abroad agreement (*Agreement*) is to facilitate UNM's students studying at VUW as study abroad students.

INTERPRETATION

- 1.2 In this Agreement, unless otherwise stated:
 - (a) Study Abroad Student means a student enrolled as a degree candidate at UNM but hosted by VUW under this Agreement.
2. TERM AND TERMINATION
 - 2.1 This Agreement is effective from the date that it is signed by both institutions (*Commencement Date*) and, subject to clauses 2.2 and 2.3, will continue in force for 5 years from the Commencement Date.
 - 2.2 This agreement will automatically renew for further terms of 5 years each upon the relevant anniversary of the Commencement Date unless either institution notifies the other in writing that it does not wish to renew, such notice to be provided at least 3 months prior to the relevant anniversary of the Commencement Date.
 - 2.3 Either institution may terminate or suspend the operation of this Agreement:
 - (a) at any time without cause by giving the other institution 10 months' notice in writing; or
 - (b) immediately by written notice to the other institution if the other institution commits a material breach of the Agreement and, if the breach is capable of remedy, the other institution does not remedy that breach within 30 days of the notifying institution's notice of the breach;
 - (c) immediately by written notice to the other institution as a result of any new or changed law or other Government requirement binding on a party;
 - (d) under clause 10 in the event of a force majeure event.
 - 2.4 If either institution terminates or suspends this Agreement under clause 3.3, the institutions agree to ensure that such termination or suspension does not adversely affect any Study Abroad Student currently studying abroad at the date of termination or suspension (as applicable) or who has been accepted to study abroad and is in the process of planning and finalising arrangements.
 - 2.5 If either institution suspends this Agreement under clause 2.3, and that suspension is not lifted by the suspending institution within 10 months of the date that the suspension begins, then this Agreement may be terminated by either institution by written notice to the other institution.

3. STUDY ABROAD

- 3.1 UNM will be responsible for assessing, selecting and nominating to VUW suitable candidates for study abroad. UNM understands that any prospective Study Abroad Student must meet the admission requirements of VUW (including as to English language).
- 3.2 VUW will be responsible for approving the admission of any Study Abroad Student.
- 3.3 There is no limit on the number of Study Abroad Students who may enrol in any given semester (or trimester).
- 3.4 Study abroad will run for one semester (or trimester), or for a maximum of one academic year for each student. The academic year at VUW comprises the first trimester (February to June) and the second trimester (July to November).
- 3.5 Any Study Abroad Student hosted by VUW will be required to accept VUW's terms and conditions of enrolment and adhere to VUW's admission and enrolment processes.
- 3.6 VUW will:
 - (a) issue Study Abroad Students with appropriate documents for visa application purposes (noting that Study Abroad Students (and not the institutions) are responsible for applying for relevant visas, and neither institution can make guarantees regarding visa application outcomes or timeframes);
 - (b) assist incoming Study Abroad Students with course selection, finding suitable accommodation, and any other queries;
 - (c) provide a suitable orientation programme for incoming Study Abroad Students;
 - (d) provide UNM with an academic transcript for each incoming Study Abroad Student within two months of completion of the relevant study abroad (provided that the Study Abroad Student does not owe any money to VUW);
 - (e) provide the same level of student services and facilities to incoming Study Abroad Students as are available to formally enrolled students; and
- 3.7 UNM will determine the credit value of courses taken at VUW for the purposes of UNM's academic records.
- 3.8 Study Abroad Students will be subject to, and must comply with, the statutes, policies, procedures and rules of VUW as if they were a formally enrolled student at VUW, and with the laws applicable in VUW country.
- 3.9 Each Study Abroad Student shall determine his/her study programme at VUW in consultation with academic advisors of both UNM and VUW. Depending on the study programme, prerequisites may be imposed in accordance with the regulations of VUW. VUW reserves the right to decline permission for a Study Abroad Student to enter into a study programme if that study programme is subject to restricted/limited enrolments.
- 3.10 VUW may take disciplinary action against a Study Abroad Student in accordance with VUW's disciplinary procedures. Where, as a result of such disciplinary action, VUW is considering terminating a particular Study Abroad Student's study abroad, VUW will notify and consult with UNM before finalising its decision regarding such action.

4. STUDY ABROAD STUDENT RESPONSIBILITIES

4.1 The institutions agree that it will be each Study Abroad Student's responsibility to:

- (a) enrol in courses at VUW in accordance with, and subject to, the requirements of both VUW and UNM;
- (b) obtain all necessary visas and approvals in a timely manner;
- (c) meet all costs associated with their study abroad including costs associated with travel and transportation, their passport and visas, health and medical care (including dental care), insurance, materials, textbooks, clothing, personal expenses, meals and accommodation;
- (d) obtain insurance for the duration of their study abroad acceptable to VUW;
- (e) comply with all statutes, policies, procedures, rules and requirements of VUW (including, in the case of VUW, the terms of VUW's standard in the case of VUW, VUW's terms and conditions of enrolment and VUW's admission and enrolment processes); and
- (f) provide an assurance that they have the necessary financial resources to meet the costs of their study abroad,

and each institution will take reasonable steps to make its outgoing Study Abroad Students aware of the above responsibilities prior to their study abroad commencing.

4.2 Each institution understands, and will use reasonable endeavours to ensure that its outgoing Study Abroad Students understand, that admission as a Study Abroad Student does not guarantee admission as a formally enrolled student at VUW. If a Study Abroad Student wishes to formally enrol as a student at VUW, he or she must apply to enrol in accordance with VUW's usual application process.

5. FEES

5.1 VUW will charge for all Study Abroad Students at its standard international student rates. These charges include mandatory study costs such as student services levies, but exclude other costs.

5.2 To recognise UNM's status as a preferred partner of VUW, VUW will provide UNM a discount of 10% from its tuition fees for Study Abroad Students. To avoid doubt, other student charges such as levies will be charged at the standard international student rates.]

5.3 All Study Abroad Students remain responsible for the cost of textbooks, field trips (if any) and other optional course charges, and the costs described in clause 4.1(c) except as otherwise agreed in this agreement.

6. INTELLECTUAL PROPERTY

6.1 Each institution grants the other institution a royalty-free, non-exclusive, non-transferable licence to use that institution's name and logo during the term of this Agreement, only for use in connection with this Agreement and the study abroad programme contemplated by it. Each institution agrees to comply with all applicable brand guidelines of the other institution, when using the other institution's logo.

7. CONFIDENTIALITY AND PRIVACY

7.1 Each institution will maintain as confidential at all times, and will not directly or indirectly at any time, disclose or permit to be disclosed any Confidential Information except where:

- (a) required or permitted by law (including, in the case of VUW, the Official Information Act 1982 (New Zealand), and, in the case of UNM, the Family Education Rights and Privacy Act (FERPA) and/or the New Mexico Inspection of Public Records Act (IPRA));
- (b) the information is public knowledge; or
- (c) such disclosure authorised in writing by the other institution.

7.2 For the purposes of this clause, “**Confidential Information**” means any information:

- (a) relating to the terms of this Agreement;
- (b) relating the business of either institution (including regarding research conducted by the institution, or information about the institution's marketing activities);
- (c) disclosed by either institution to the other institution on the basis that such information is confidential; or
- (d) which might otherwise reasonably be expected by either institution to be confidential in nature,-

and for the avoidance of doubt, Student Information (as defined in clause 7.3, and as defined as education records within FERPA) is Confidential Information.

7.3 Each institution acknowledges the confidentiality of personally identifiable information about any Study Abroad Student (**Student Information**), which is collected or created by either institution and/or provided by one institution to the other. Each institution agrees to:

- (a) comply with the requirements of applicable privacy legislation in relation to Student Information;
- (b) ensure that it has a lawful basis under applicable privacy laws to disclose Student Information to the other institution;
- (c) provide Study Abroad Students with clear notice that their Student Information will be disclosed to the other institution. Such notice may be provided to Study Abroad Students as part of each institution’s organisational privacy statements or in any other agreement or communication provided to Study Abroad Students; and
- (d) notify the other institution as soon as reasonably practicable and cooperate with the other institution in respect of any data breach relating to Student Information, including by providing reasonable assistance and information required by the other institution to investigate, resolve and remedy, and to make any notifications required by law in respect of, any data breach. In this clause "data breach" means any unauthorised or accidental access to, or disclosure, alteration, loss, or destruction of, Student Information or any action that prevents the other institution from accessing Student Information.

7.4 Due to New Zealand's statutory requirements in respect of international transfers of personal information (under the New Zealand Privacy Act 2020), VUW requires UNM to enter into an international data transfer agreement in connection with this Agreement. VUW will provide UNM with its international data transfer agreement. UNM acknowledges that VUW cannot share student Information with UNM until that agreement has been executed and provided to VUW.

8. PASTORAL CARE

8.1 In accordance with applicable New Zealand requirements (including the Pastoral Care Code) VUW shall ensure that Study Abroad Students:

- (a) have access to appropriate information and advice to support their achievement, wellbeing and safety while studying abroad with VUW; and
- (b) are provided with, as far as is reasonably practicable, safe and supportive learning environments.

- 8.2 UNM will inform its outgoing Study Abroad Students that they must at all times keep VUW fully informed of their residential address, contact details and next of kin's contact details during the period of study abroad.
- 8.3 VUW shall provide UNM with reports on the welfare status of Study Abroad Students as reasonably required by UNM
- 8.4 Each institution will provide the other with any information or assistance reasonably requested in connection with student pastoral care.

9. FORCE MAJEURE

- 9.1 In this clause a **Force Majeure Event** means circumstances beyond the reasonable control of an institution including, but not limited to, storm, earthquake, explosion, governmental actions, war or national emergency, invasion, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, pandemic (including COVID-19 and any governmental response to COVID-19 including lockdowns, border closures and travel restrictions (whether lawful or unlawful), lock-outs, strikes or other labour disputes.
- 9.2 An institution will not be liable for any breach of this Agreement to the extent such breach is due to a Force Majeure Event, provided that it keeps the other institution fully informed of the situation, uses reasonable endeavours to mitigate the effect of the Force Majeure Event and resumes full performance as soon as reasonably practicable.
- 9.3 The institutions agree that where either or both of them are affected by a Force Majeure Event they will discuss whether it is possible to vary the obligations which are affected by the Force Majeure Event, on a temporary basis, such that both institutions can continue to perform this Agreement. Where a variation is agreed between the institutions, that variation must:
- (a) be recorded in writing;
 - (b) specify the period for which the variation applies (for the purposes of this clause 9, the Variation Period); and
 - (c) expressly specify whether clause 9.4 is suspended during the Variation Period, and/or the extent to which clause 9.4 shall apply during or after the Variation Period.
- 9.4 Subject to any agreement to the contrary pursuant to clause 9.3, if a Force Majeure Event continues to prevent either or both institutions from performing their obligations under this Agreement (whether partially or wholly) for more than three (3) months from the first day of the Force Majeure Event, then the institutions shall meet to discuss the existing arrangements between them, the consequences of the Force Majeure Event, and potential suspension or termination of this Agreement. Following that meeting:
- (a) where there is only one institution whose performance has been affected, the non-affected institution may suspend or terminate this Agreement on one month's written notice; or
 - (b) if both institutions are precluded partially or wholly from complying with their obligations under this Agreement, either institution may suspend or terminate the Agreement on one month's written notice.

10. GENERAL

- 10.1 **Liaison Persons:** Each institution will nominate a suitable liaison person, to act as the key point of contact for the institution in connection with this Agreement. The initial liaison persons are:

Wellington: International Recruitment Manager
PO Box 600, Wellington, New Zealand
international@vuw.ac.nz

UNM Global Education Office
 Mesa Vista Hall 2120, 1 University of New Mexico
 MSC06 3850
 Albuquerque, New Mexico, U.S.A.
 studyabd@unm.edu

- 10.2 **Relationship of the Institutions:** Nothing in this Agreement will:
- (a) be interpreted as creating a relationship of partnership, agency, trust or any fiduciary relationship between the institutions;
 - (b) diminish the autonomy of either institution, nor will any constraint be imposed by either institution on the other in carrying out this Agreement.
- 10.3 **Amendments:** This Agreement may be amended at any time by written agreement of both institutions.
- 10.4 **Notices:** All notices under this Agreement must be in writing and personally delivered by tracked courier or sent by email to the Liaison Person of the recipient institution. Notices will be deemed to have been delivered (i) on the date of delivery in the case of personal service by tracked courier, or (ii) on the date after the date of transmission in the case of email, provided that the sender's information system indicates that the email was successfully received and the sender does not receive an automated out of office response from the recipient.
- 10.5 **Assignment:** This agreement is intended to be personal to the institutions, and neither institution may transfer, assign or sub-contract this Agreement or any rights or obligations under this Agreement without the consent of the other institution.
- 10.6 **Dispute Resolution:** In the event of any disagreement or dispute between the institutions, they will seek to resolve it amicably and constructively between themselves (including by escalation to the Vice-Chancellor (or similar) of each institution if necessary).
- 10.7 **Entire agreement:** This Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter
- 10.8 **Counterparts:** This Agreement may be executed in any number of counterparts (including facsimile or scanned PDF counterparts exchanged by email), each of which will be deemed an original, but all of which together will constitute the same instrument. No counterpart shall be effective until both institutions have executed at least one counterpart. This Agreement may be executed by a party using an electronic signature in accordance with Part 4 of the Contract and Commercial Law Act 2017 (New Zealand).
- 10.9 **Applicable law:** Unless US federal laws or NM state law would apply, New Zealand law will apply in relation to any matter concerning VUW's:
- (a) performance of its obligations in New Zealand in connection with this agreement; or
 - (b) provision of educational services to Study Abroad Students in New Zealand,
- and the VUW shall comply with such laws in its performance of this Agreement.
- UNM shall comply with applicable federal and state law or the law of New Zealand to the extent permissible.

Signed for and on behalf of
Victoria University of Wellington by:

Signed for and on behalf of
The Regents of The University of New Mexico by:

Authorised Signatory

R Shew

Roger Shew

5 December 2023

Director, International

Authorised Signatory

Nicole Tami

Nicole Tami

09-Nov-2023

Executive Director of Global Education Initiatives