

**Agreement for a Bridge, Exchange, and Study Abroad Program between
The University of New Mexico, Albuquerque, NM, USA and
Yamanashi Gakuin University, Kofu, Yamanashi, Japan**

The Regents of the University of New Mexico (UNM) and the Yamanashi Gakuin University (YGU), recognizing the value of international education, enter into this Agreement to establish a program which incorporates Bridge, Exchange, and Study Abroad Student (“BESA Program”) options as described below.

1. Definitions.

- a. Academic Session means, for each Host Institution:
 - ◆ UNM: Fall semester from August to December, spring semester from January to May, and summer term from June to July (summer programs vary in duration)
 - ◆ YGU: Fall semester from September to March, spring semester from April to August
- b. *Bridge Student* means an Exchange Student who enrolls in intensive English classes at UNM’s Center for English Language and American Culture (CELAC) up to two academic courses.
- c. *Exchange Student* means a student who pays tuition and fees at the Home Institution.
- d. Home Institution means the institution at which the student intends to graduate or the faculty or staff member is employed.
- e. Host Institution means the institution that receives students, faculty, or staff from the Home Institution.
- f. *Study Abroad Student* means a direct enrollment (non-degree) student who pays non-resident tuition and fees at the Host Institution.

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.

- a. Bridge programming allows students who don’t meet Host Institution’s language requirement to take part in the exchange through English language: One-half of coursework will be completed through the English language program and one-half of coursework will be completed through academic coursework.
- b. Exchanges allow students to enroll in Host Institution courses for academic credit that is transferred and applied to the students’ Home Institution degree (student must meet Host Institution’s language requirement).
- c. Study abroad allows students to enroll in Host Institution courses for academic credit that is transferred and applied to the students’ Home Institution degree (student must meet Host Institution’s language requirement).
- d. Faculty and staff exchanges promote collaboration.

3. Financial Responsibilities of Students.

- a. Bridge Students: Home Institution tuition and fees, plus Host Institution’s language program tuition and fees.
- b. Exchange Students: Home Institution tuition and fees.
- c. Study Abroad Students: Host Institution tuition and fees at non-resident rates
- d. Round-trip travel costs including passport, visa, etc.
- e. Books, class materials, supplies, etc.
- f. Any host-institution special course fees, laboratory fees, or recreation fees.
- g. Living expenses (accommodation, food, transportation, personal expenses, tourism, etc.).

- h. Administrative fees applicable to all incoming international students.
- i. Health and accident insurance specified by the host-institution and or host-country.

4. Other 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.
- c. Comply with the Host Institution's applicable rules and procedures.
- d. Meet all applicable host-country immigration and visa requirements on a timely basis.
- e. Comply with all applicable host-country laws.

5. Financial Responsibilities of Host Institutions. The Host Institution will provide the following:

- a. Waiver of base tuition and mandatory fees for academic courses taken by Bridge Students and Exchange Students.
 - a. Tuition and fees for CELAC intensive English language courses are not included in the waiver. Students who opt into CELAC courses are responsible for all tuition and fees: <https://celac.unm.edu/future-student/costs.html>
- b. Orientation Program.
- c. Student services normally available to other host-institution students; however, full-time students at the host institution may be prioritized at the time of course registrations.

6. 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 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 program applications to the Host Institution by published deadlines. The Host Institution will determine whether to admit applicants.
- e. To verify that incoming students have sufficient funds for their Program.
- f. To provide 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.

7. Numbers. The parties shall make reasonable efforts to involve equal numbers of students from each institution over the term of this Agreement.

- a. Exchange: Typically, up to 2 students from each institution will participate in the exchange program each year for one or two academic sessions. For the students going to YGU, up to 1 student may be placed to Faculty of International College of Liberal Arts and up to 1 student may be placed to Faculty of Business Administration. 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. 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.

- b. Bridge Students: 1 Bridge Student is the equivalent of a 0.5 semester Exchange Student.
- c. Study Abroad Students: Study Abroad Students do not count towards exchange balances, as these are fee paying direct enrollment students. There is no limit on the number of direct enrollment students the home institution can send.

8. Selection and Enrollment of Students. The Home Institution will nominate applicants who meet the admission requirements of the host institution and do not have any academic holds or pending discipline issues on their student record. Subject to the approval of the Host Institution, undergraduate students may participate if:

- a. they have completed at least one year of study at their Home Institution (exceptions are possible);
- b. they will be enrolled at their home and Host Institution for the full period of the BESA Program; and
- c. both institutions deem them academically qualified to succeed and have approved their enrollment proposal.

9. Accommodation. Incoming students may apply to live in the Host Institution's on-campus housing, but room availability is not guaranteed. Therefore, the Host Institution will make good faith efforts as needed to help students obtain off-campus accommodation within reasonable proximity, if needed. The Host Institution will provide information about housing options and application procedures with each student's notice of admission.

10. Academic Assessment and Credit Transfer. The host institution shall evaluate the academic performance of Exchange Students according to its rules. Upon completion of the Student Exchange Program, the host institution will send an academic transcript/record of each student's work to the appropriate office of the home institution. Any academic credit Exchange Students receive in the course of the Student Exchange Program may be transferred to their home institution in accordance with its appropriate regulations.

11. 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.

12. BESA Program Review. The parties will evaluate this Program as appropriate to make any needed changes and to explore new opportunities for collaboration.

13. 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. Thereafter this Agreement shall be renewed for a further period to be mutually agreed upon in writing by the Parties.
- b. This Agreement may be amended by an instrument in writing signed by the duly authorized representatives of each party.
- c. 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.
- d. 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.

- e. If the Parties are unable to resolve the dispute through negotiation for more than sixty (60) days, the Parties agree that any dispute between them shall be governed by the law of, and shall be subject to the exclusive jurisdiction of, the country of domicile of the defendant to the action.

14. 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.

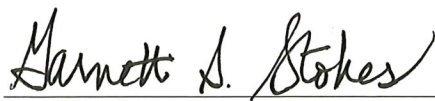
15. Notices. All notices required hereunder shall be in writing and delivered by a duly authorized representative of the Party giving the notice and sent by email transmission to the following addresses. Either Party may change its email address for notice purposes by providing prior written notice to 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
MSC06 3850
Albuquerque, NM 87131-0001 USA
1-505-277-4032; e-mail: geo@unm.edu
<http://geo.unm.edu/>

Study Abroad and Partnerships Coordinator
Yamanashi Gakuin University
2-4-5 Sakaori, Kofu, Yamanashi
400-8575 Japan;
email: icla.partnership@c2c.ac.jp
<https://www.ygu.ac.jp/>

The Regents of the University of New Mexico

Yamanashi Gakuin University



Garnett S. Stokes
President



Takako Aoyama
President

September 10, 2024

Date

9/10/2024

Date

This document memorializes the parties' entire agreement.