



Affiliation Agreement

between CEA CAPA Education Abroad and

The Regents of The University of New Mexico

This Affiliation Agreement (“Agreement”) is entered into by Cultural Experiences Abroad, LLC (“CEA CAPA”) having its principal office in Phoenix, Arizona, USA, and The Regents of The University of New Mexico (“Affiliate”) located in Albuquerque, New Mexico, USA, and will commence on the date of execution of the final signature. This Agreement is intended to enable students from the Affiliate to study or intern in CEA CAPA programs.

This Agreement is distinct and separate from any Custom Program Master Service Agreements (MSAs), Custom Program Agreements, and other agreements that CEA CAPA may have with the Affiliate and all terms herein apply exclusively to Standard Catalog Programs offered by CEA CAPA.

Therefore, in consideration of the mutual promises set forth, Affiliate and CEA CAPA (hereinafter referred to as “the parties”) hereby agree to the terms contained herein.

A. The purposes of affiliation between CEA CAPA and Affiliate are as follows:

- To provide quality study abroad programs and services to the students who attend Affiliate;
- To promote student interest in education abroad and to the educational programs and services of CEA CAPA;
- To facilitate enrollment of students in those programs; and
- To provide student services that comply with relevant federal and state laws.

B. To achieve the purposes set forth in Section A above, Affiliate agrees to:

- Advise eligible students of the opportunities available through this affiliation;
- Process student applications and supporting documents in a timely fashion to mutually meet institutional and CEA CAPA application and registration deadlines;
- Facilitate the transfer of academic credit from CEA CAPA programs;
- Maintain CEA CAPA literature available for student and display CEA CAPA study abroad information where appropriate on campus;
- Provide a web link to the CEA CAPA Web site from the Affiliates Web site, preferably to include the CEA CAPA logo;
- Extend campus invitations for CEA CAPA to participate in study abroad fairs, classroom/office visits or tables on campus, when appropriate;
- Verify that all students will be eighteen (18) years of age or older by the arrival date of the program; and
- Confirm that its students who participate in a CEA CAPA program will continue to be regarded as fully matriculated undergraduates of Affiliate during the time of their overseas CEA CAPA program and will retain their eligibility for scholarships, loans, and other financial aid available to all regularly enrolled students in accordance with Affiliate’s regulations and policies for Off-Campus study.

Cultural Experiences Abroad, LLC.
Affiliate Agreement Revised June 2023

C. To achieve the purposes set forth in Section A above, CEA CAPA agrees to:

- Provide an Affiliate Discount of \$1,200 for each Affiliate student enrolling in a Year program; \$600 for each student enrolling in a Semester program; and \$150 for each student enrolling in a short-term or summer program. These awards will be posted directly to the students' CEA CAPA billing accounts unless a direct bill agreement is on file and defines otherwise¹;
- Consider applications from Affiliate students for CEA CAPA scholarships;
- Accept nominations from Affiliate for participation in scheduled program site visits and workshops; and
- Provide CEA CAPA Grade Report or School of Record Transcript (SOR) issued by an accredited four-year institution of higher education in the United States (PICK ONE).

Grade Report School of Record Transcript (SOR)

Please note the availability and nature of an official School of Record Transcript may vary based on location, program, or term. Additionally, the issuance of such a transcript may be subject to a fee;

D. **Program Coordinator Designation.** CEA CAPA and Affiliate agree to designate the following individuals as Program Coordinators to oversee and facilitate implementation of this Agreement in cooperation with other appropriate administrators within CEA CAPA and Affiliate:

	For CEA:	For Affiliate:
Contact Name:	Amber Kettmann	Todd Karr
Title:	Regional Director	Director of Education Abroad
Business Name:	CEA CAPA Education Abroad	The University of New Mexico Global Education Office Mesa Vista Hall 2120 1 University of New Mexico, MSC06 3850
Street Address:	702 E Osborn Rd, Suite 200	Albuquerque, NM 87131
City, State Zip:	Phoenix, AZ 85014	505-277-4032
Tel:	1.970.666.0507	505-277-1867
Fax:	480.907.1518	akettmann@ceacapa.com
Email:	akettmann@ceacapa.com	studyabd@unm.edu

The designated Program Coordinators serve as the primary liaisons for addressing questions and/or concerns regarding this Agreement. Each party reserves the right to, and may, designate a different individual or individuals as program coordinator(s). This must be accomplished through written communication sent to the other party's address as specified above, or another address provided in writing by either party.

¹ CEA CAPA may prohibit the use of Affiliate Discounts in conjunction with Cohort Discounts, Custom Programs and/or other Non-Affiliate direct student promotions.

- E. **Student Conduct.** Affiliate acknowledges that participating students will be subject to the rules and regulations of CEA CAPA during the term of the CEA CAPA program, including conduct and activities outside of the CEA CAPA program.
- F. **Non-Exclusive Agreement.** This Agreement does not require Affiliate to use CEA CAPA programs exclusively. The Affiliate may, at its own discretion, use other providers of student study abroad programs.
- G. **Terms for Termination.** This Agreement becomes effective upon the date of the last party's signature. The Agreement shall remain in effect indefinitely, with an automatic annual renewal, unless terminated by either party in accordance with the termination provisions outlined herein. Termination of this Agreement can be initiated by either party and shall be effective by giving the other party at least sixty (60) days advance written notice of its intention to terminate, provided that all Affiliate students enrolled in the programs at the time notice of termination is given shall be permitted to finish their course of study. Termination shall be without penalty. If this Agreement is terminated, neither CEA CAPA nor Affiliate shall be liable to the other for any monetary or other losses that may result.
- H. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof, and replaces and supersedes all other agreements or understandings, whether written or oral. Any amendments, modifications or extensions to this Agreement shall be in writing and signed by both parties, and no amendment, modification or extension, whether written or oral, of this Agreement shall be binding otherwise, unless in writing and signed by both parties.
- I. **Jurisdiction and Compliance.** The Agreements herein shall be regulated, interpreted, and enforced in accordance with the laws of the State of Arizona. Every action or activity conducted under the auspices of these Agreements must strictly adhere to the respective laws, rules, and regulations applicable to each participating institution. For CEA CAPA, compliance with the legislative framework, established guidelines, regulations, laws, and rules of both the State of Arizona and the United States of America, in their entirety, is mandatory. For the Affiliate, compliance with the legislative framework, established guidelines, regulations, laws, and rules of New Mexico is mandatory. Each of the parties acknowledges and commits to making good faith efforts to uphold the mandated regulations and legal obligations pertinent to their geographical jurisdiction. Parties acknowledge that any information incidentally collected, stored, and/or transmitted pursuant to this agreement may constitute the creation of student education records, subject to the Family Education Rights and Privacy Act (FERPA, 34 C.F.R. Part 99), or other confidential information. Parties agree abide by the applicable laws FERPA and of their respective jurisdiction regarding the storage and transfer of confidential information. To the extent that CEA CAPA (i) creates, (ii) receives from or on behalf of Affiliate, or (iii) has access to Education Records, CEA CAPA agrees that it shall (i) abide by the terms of FERPA that disallow disclosure of Education Records of a student without the prior written consent of the student. CEA CAPA shall take any action reasonably requested by the Affiliate to protect the privacy and confidentiality of Education Records. This acknowledgment affirms the readiness to comply with any responsibilities and obligations as dictated by the established laws of their respective regions.

- J. **Dispute Resolution and Arbitration.** In the event of any dispute, claim, question or disagreement arising from or pertaining to this Agreement, or any potential breach thereof, the parties commit to strive towards amicably resolving the issue. The parties shall engage, through the program coordinators (or designated representatives) in consultative discussions and negotiations rooted in good faith. The parties acknowledge that their mutual interests are served by arriving at a fair and equitable resolution. However, if a resolution is not attained within 60 days of an identified dispute, either party may provide written notice to the other that a Claim will be filed with the American Arbitration Association, consistent with its Commercial Arbitration Rules, within ten (10) days of the notification. The initial administrative costs will be borne by the filing party. One (1) arbitrator will be assigned to the arbitration, and the parties will initially split the cost of the arbitrator. Any arbitration award that results from the arbitration will provide that the non-prevailing party will pay for/reimburse any administrative costs or arbitration fees paid by the prevailing party.
- K. **Right to Change.** CEA CAPA reserves the right to make the following changes which will not constitute grounds for a full or partial refund to either the student or Affiliate: (a) Changes in course syllabi; (b) Changes to internship placement; and (c) Changes to course offerings due to insufficient enrollment – CEA CAPA will make reasonable efforts to provide a suitable alternative course. CEA CAPA will make affectively and reasonably communicate these changes to UNM.
- L. **Force Majeure.** CEA CAPA will make a good faith effort to execute the program as set forth in this Agreement and any addenda hereto. CEA CAPA reserves the right to modify, cancel, or otherwise alter parts of any program that are necessary for the comfort, well-being, and protection of students; or are reasonably required by circumstances beyond CEA CAPA’s control, including, without limitation, war, civil unrest, riots, strikes, acts of terrorism, natural disasters, global health crises, and Acts of God.

(Signatures on the following page)

ATTEST:

FOR The Regents of The University of New Mexico



Signature

Nicole Tami

Name

Executive Director of Global Education

Initiatives

Title

Nov 29, 2023

Date

FOR: CULTURAL EXPERIENCES ABROAD, LLC.

DocuSigned by:



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Signature

Caroline walsh

Name

SVP, Program Development

Title

13-Dec-2023

Date