

Agreement of Academic Cooperation Between The Regents of The University of New Mexico, U.S.A. and Freie Universität Berlin, Germany

The Regents of The University of New Mexico (UNM), located in Albuquerque, New Mexico, U.S.A., (hereinafter also referred to as UNM or "home institution") and Freie Universität Berlin (hereinafter also referred to as FU, FU-BEST or "host institution") hereby enter into a cooperative agreement concerning UNM student enrollment in Freie Universität Berlin's European Studies Program (hereinafter "FU-BEST"). This Agreement encompasses the following provisions:

1. **Purpose:** The purpose of this agreement is to assure that the FU-BEST program is available to qualified students from the home institution, subject to the General Terms and Conditions of Business and Academic Regulations and Code of Conduct governing the program.
2. **Non-degree admission:**
 - a) FU-BEST agrees to allow qualified students from UNM to enroll in the undergraduate course offerings during its fall and spring programs at the location in Berlin, Germany, subject to availability of participation slots. Only students enrolled at UNM are covered by this agreement.
 - b) FU-BEST agrees to provide academic courses, advising, official transcripts reflecting each student's academic work, housing, and social-cultural activities (including excursions).
 - c) UNM agrees that FU-BEST is under no obligation to offer a specialized or separate academic program solely for UNM students. All regular FU-BEST course offerings, but not special programs potentially arranged by other institutions at FU-BEST, are available to UNM students under the arrangements of this agreement.
 - d) UNM students will have equal access, according to individual academic qualifications, to the course offerings at FU-BEST, whereby enrolment in courses is determined on a rolling, i.e., first-applied-first-enrolled basis among all applicants for a given semester. FU-BEST agrees to ensure that UNM students remain enrolled in a full-time course of study. While enrolled in FU-BEST, UNM students will be subject to the academic and student affairs policies and regulations of both FU-BEST and UNM. At the end of the program, FU-BEST will provide both UNM as well as each UNM participant with an official transcript. UNM agrees to accept all FU-BEST-approved credits on a credit transfer basis.
 - e) UNM students will submit completed program applications to UNM. The UNM staff will verify that the students meet the eligibility requirements established by FU-BEST, and that the applications are complete. UNM will forward all UNM applications to Berlin by FU-BEST's application deadlines. FU-BEST will exercise final rights to selection of all students for the program, but will not deny participation to students on the grounds of race, color, religion, national origin, sex, gender, creed, veteran status, age, or disability. While attending the FU-BEST Program, UNM participants will continue to be fully matriculated UNM students, with all the rights and responsibilities derived from their status.
 - f) FU-BEST will inform the UNM Education Abroad office and regular UNM

applicants within one week after April 1 (for fall applicants) and November 1 (for spring applicants) whether or not they have been accepted into the program. All admitted applicants will be required to notify FU-BEST of any decision to turn down admission and intention to participate no later than one week after receipt of their formal admission letter. Admission establishes a commitment by the student to recognize FU-BEST's financial regulations as stipulated in the General Terms and Conditions of Business, unless an admitted student notifies the program that admission is declined, thereby withdrawing and thus terminating the intention to participate.

- g) FU-BEST will send admission letters and related information to students directly. FU-BEST will make all admission letters available by e-mail to the UNM Education Abroad office, if desired. In addition, FU-BEST will communicate information to students accepted into the program concerning academic calendar, arrival and departure dates, office and classroom locations, and housing information. Housing will be arranged and supervised by FU-BEST.
3. **Duration of studies:** The duration of the UNM students' study in the FU-BEST Program will be one or two semesters.
 4. **Language of instruction:** The language of instruction in most of the FU-BEST Program's subject courses is English. Some subject courses are taught in German and are available to qualified UNM students. All students participating in the FU-BEST program are required to take minimally 5 ECTS and maximally 7 ECTS credits of German language training.
 5. **Financial Arrangements:**
 - a) The cooperation between FU-BEST and UNM is subject to the General Terms and Conditions of Business for the FU-BEST program, as posted on the FU-BEST website (www.fubest.org). FU-BEST will annually establish the tuition and program fees and other relevant charges by January 1 at the latest for the fall session of that year and September 1 at the latest for the following year's spring session, and publish them on the FU-BEST website.
 - b) UNM students will directly receive their invoices for FU-BEST program fees. Students will be responsible for paying FU-BEST directly in accordance with the program's General Terms and Conditions of Business. The invoices provide wiring or payment instructions.
 - c) FU-BEST program costs include tuition for a full-time schedule of courses, course reading materials, housing, field trips and activities, a week-long excursion, full on-site orientation, cultural events, welcome and farewell dinners, local public transportation, health/accident/liability insurance, and access to the program facilities at the Freie Universität Berlin (library, computer lab, student restaurant/cafeteria etc.). Students are responsible for remaining expenses, such as meals (especially when opting for apartment housing), personal (travel) expenses, and personal transportation to and from Berlin.
 6. **Health Insurance:** All participants in the FU-BEST Program are enrolled in German health/accident/liability insurance for the duration of the program. Whether they decide to maintain U.S. insurance coverage alongside the German policy is left up to each individual student, his/her family and/or his/her home institution.
 7. **Facilities:** All facilities that are available to matriculated students from the host institution will be available to UNM students, including libraries, computer facilities, etc.

8. **Immigration:** UNM and FU-BEST will facilitate the acquisition of appropriate visas and/or German residency permits for students. However, the students are ultimately responsible for obtaining required documents and visas in compliance with all relevant visa requirements and immigration law and any fees associated therewith.
9. **Correspondence:** Applications and correspondence from both parties should be sent to the following designated individuals:

For The University of New Mexico: Todd Karr
Director of Education Abroad
The University of New Mexico
Mesa Vista Hall 2120
1 University of New Mexico | MSC06 3850
Albuquerque, New Mexico 87131 U.S.A.

For FU-BEST: Dr. Dirk Verheyen
ERG Universitätsservice GmbH
on behalf of
Freie Universität Berlin European Studies Program
Malteserstraße 74-100, Haus S
D-12249 Berlin

10. The institutions agree that each of their respective employees, faculty, agents and students will be obligated to abide by the host institution's regulations and rules while participating in any program or activity under the host institution's responsibility under this Agreement, and these individuals agree to abide by the laws of the host country during participation in any such program or activity. The regulations of the institutions are attached and incorporated herein by this reference. Any change in these regulations will be forwarded to the other institution and will apply prospectively in the next academic year to individuals participating in any program under this Agreement.
11. **Terms of Agreement:** This Agreement will come into force upon signature by authorized representatives of both institutions. Either party may terminate this Agreement by written notice to the other six months prior to the beginning of the academic year in which it will take effect. Should this occur, both institutions agree to carry out the terms of the Agreement for any student currently participating in the FU-BEST Program. This Agreement may be modified, amended, or renewed by written consent of the parties signing below or by their legitimate successors.

The parties signing below for The Regents of The University of New Mexico and Freie Universität Berlin hereby warrant and represent that they have right, power, and authority to execute this Agreement on the date signed.

This Agreement is signed in two original copies, one of which will be retained by each institution.

Freie Universität Berlin



Dr. Herbert Grieshop
Director, International Affairs

Date: 13/01/21

**The Regents of The University of
New Mexico**



Dr. Nicole Tami
Executive Director of Global Education
Initiatives

Date: 2/19/2021