

INTERNATIONAL STUDENT EXCHANGE AGREEMENT

between

Vrije Universiteit Amsterdam and The Regents of The University of New Mexico

The parties identified below hereby agree to be bound by the terms set forth hereunder.

Vrije Universiteit Amsterdam (VU)	Stichting VU , maintaining Vrije Universiteit Amsterdam as a privately run university in accordance with the Higher Education and Research Act of The Netherlands (Wet op het hoger onderwijs en wetenschappelijk onderzoek), having its registered office and principal place of business in Amsterdam at De Boelelaan 1105, 1081 HV Amsterdam, The Netherlands, legally represented by Dr Ir Margrethe Jonkman, president of the Executive Board.	
The University of New Mexico	The University of New Mexico , having its office at 1 University of New Mexico, Albuquerque, New Mexico, 87131 USA, legally represented by Dr. Nicole Tami, Executive Director of Global Education Initiatives is confirmed as a state educational institution under Article XII, Section 11 of the New Mexico Constitution.	
Hereinafter jointly referred to as the " Parties " and individually as the " Party ". Each party is also referred to in this Agreement as an " Institution " and together as the " Institutions "		
Whereas <i>Reasons why this agreement is concluded, context</i>	The Programme aims to broaden the inter-cultural education of students of the two Institutions by providing a unique learning experience in an international environment, as well as to promote co-operation between the two Institutions.	
Term <i>The term of the agreement (see article 8.4)</i>	5 years.	
Number of students, study cycle and study field(s) <i>Please specify study cycle and study field(s) if relevant.</i>	Institutions aim to exchange 10 semester students per academic year.	
English proficiency	<input checked="" type="checkbox"/> The students must possess the language ability and academic requirements necessary to fulfil their proposed study at the Host Institution; and/or <input checked="" type="checkbox"/> a minimum of 6.0 undergraduate / 6.5 graduate IELTS or 68 undergraduate / 79 TOEFL IBT score is required. Additional test may be considered by UNM and are listed at https://iss.unm.edu/students/coming-to-unm/student-application-process.html	
Minimum GPA <i>Or equivalent</i>	3.0 on a 4.0 scale	
Program coordinators <i>Contact details</i>	VU Amsterdam Coordinating department: IO/ Credit Mobility Coordinator: Name: Dorien Boerrigter Job title: Regional Coordinator E-mail: internationalrelations@vu.nl	University of New Mexico Coordinating department: Global Education Office Coordinator: Name: Todd Karr Job title: Director of Education Abroad

	Telephone: 003120 59 88697	E-mail: tmkarr@unm.edu, intlagreements@unm.edu, and exchange@unm.edu Telephone: +1-505-277-4032
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PARTIES DECLARE THAT THEY HAVE AGREED AS FOLLOWS:

Article 1. Definitions

- 1.1 Unless otherwise specified, "Exchange" means a one-for-one exchange of students between the Institutions.
- 1.2 Unless otherwise specified, "student(s)" refers to those students participating in the Programme implemented by this Agreement.
- 1.3 "Semester student" refers to one student participating in the Programme for one semester.
- 1.4 "Home Institution" means the Institution from which the student intends to graduate.
- 1.5 "Host Institution" means the Institution that has agreed to host the student(s) from the Home Institution.
- 1.6 "Controller", "Data subject", "Personal data", "Processing", "Processor", "Personal data breach" and "Supervisory authority" shall have the meaning as in the General Data Protection Regulation (EU) 2016/679 (hereinafter: "GDPR").

Article 2. Selection of students

- 2.1 All students shall be engaged in a study programme leading up to a degree at their Home Institution.
- 2.2 Prospective students will be selected for the Programme by the Home Institution. The Host Institution will reserve the right to make the final decision regarding the admission of each student nominated for the Programme. Selection for, or participation in, the Programme does not confer the right to the student to pursue a degree at the Host Institution.
- 2.3 The Institutions agree that the Programme shall operate on a reciprocal basis. A balance in Semester students is required during the term of the Agreement. However, each Institution should be prepared to consider a limited imbalance in any given semester or academic year during the term of this Agreement. Any imbalance should be resolved by the Institutions at the end of the following academic year.
- 2.4 Since the Programme is founded on a reciprocity basis, with the intention of exchanging an equal number of Semester students, the numbers may be reviewed at any time. Additional Semester students may be exchanged in a given academic year with the permission of the Host Institution.
- 2.5 The actual number of Semester students to be exchanged during each academic year will be agreed upon no later than by 1 November of each year preceding the next academic year.

Article 3. Admission of students

- 3.1 The students will be admitted at the Host Institution as visiting, non degree-seeking, students.
- 3.2 The students will continue to pay their regular tuition fees at their Home Institution and will have base tuition fees waived at the Host Institution.
- 3.3 The Host Institution will provide the Home Institution with the necessary information concerning the application process and the deadlines at least six (6) months prior to the start of the relevant academic semester.

- 3.4 The Host Institution will receive the incoming student's applications (from the exchange student) and all necessary supporting documents before the date provided by the Host Institution.
- 3.5 The Host Institution will coordinate and document for the Home Institution each student's enrolment status.

Article 4. Academic programme

- 4.1 The students will take courses regularly offered at the Host University, with the understanding that the Host Institution reserves the right to exclude students from restricted enrolment programmes or courses with limited capacity or specific entry requirements.
- 4.2 The students are allowed and are expected to register for a full course load per semester, i.e., 24 to 30 European Credits (ECTS), or equivalent if the Host Institution makes use of another credit system. UNM credit requirements are 12 credits at the undergraduate level or 9 credits at the graduate level.
- 4.3 At the end of the semester, the Host Institution will provide the Home Institution a transcript of records of each student that participated in the Programme.
- 4.4 Transfer of academic credits will be determined and processed by the Home institution.

Article 5. Fee payment and accommodation

- 5.1 The students will pay the normal tuition fee or tuition related fees at their Home Institution in relation to the period of the exchange. The Host Institution will waive base tuition and other tuition related fees for students except as otherwise specified in this Clause 5.

VU students attending UNM who choose to enrol in courses that include course fees above and beyond the base tuition will be responsible for those course fees.

- 5.2 The Host Institution will assist the students in finding housing in residence halls or alternative accommodation as may be necessary. The students are responsible for arranging their accommodation and the costs of their accommodation. The Host Institution will provide information about accommodation options to each student, prior to the commencement of their exchange.

It should be noted that student housing in Amsterdam is problematic and incoming exchange students should organize housing well in advance. The VU has limited housing available and therefore student accommodation cannot be guaranteed (www.vu.nl/accommodation).

It should be noted that student housing at UNM and Albuquerque is problematic and incoming exchange students should organize housing well in advance. The UNM has limited housing available and therefore student accommodation cannot be guaranteed (<https://housing.unm.edu/>).

- 5.3 The students are responsible for arranging and paying for their own in-country and international travel, passport and visa application fees, textbooks and personal items. The Host Institution will provide for the Home Institution an indication of the student's costs, i.e. related to accommodation, meals, books, supplies, local transportation and any incidental expenses students can expect to incur during the Programme.
- 5.4 The students will be required to purchase comprehensive health insurance, including medical evacuation and repatriation benefits.
- 5.5 The Host Institution will not award any form of financial aid to incoming students, unless otherwise agreed on between the Institutions.

- 5.6 Neither Institution may incur, commit or authorize financial expenditure on behalf of the other Institution. Each Institution will be responsible for its own costs associated with any activities relating to this Agreement.

Article 6. Data protection

- 6.1 To the extent any Personal data are exchanged, both Institutions affirm that they the appropriate authority for such exchange and processing.
- 6.2 Parties exchange only necessary personal data. Such as, but not limited to, the date of the exchange, date of birth, e-mail address, address, phone number, study program, nationality, GPA (Transcript of Records), passport number and ID-photo.
- 6.3 The exchanged Personal data does not contain any special categories of personal data as meant in article 9 GDPR and will only include Personal data of exchanged students.
- 6.4 Institutions agree and undertake to:
- a. Process the exchanged Personal data in accordance to the applicable data protection laws;
 - b. only use the exchanged Personal Data for the purposes of the Programme;
 - c. have in place appropriate technical and organizational measures to protect the Personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected;
 - d. without prejudice to any other contractual obligation to confidentiality that applies, treat all Personal data as strictly confidential and inform all of its employees, representatives and/or (sub)Processors who are involved in the Processing of the Personal data of the confidential nature of such information and of the Personal data. Institutions will ensure that such persons have signed an adequate confidentiality agreement;
 - e. that they shall not retain the personal data for any longer than is strictly necessary; and
 - f. immediately notify the other Institution after it has reported a Personal data breach to a Supervisory authority and/or the Data subjects in connection with the exchanged Personal data. In such case, the Institution will contact the contact point of the other Institution.

Article 7. Other arrangements

- 7.1 The students participating in the Programme will have, if within reason this is possible, all privileges enjoyed by regular students of the Host Institution during the period of their registration at the Host Institution.
- 7.2 The students shall abide by all applicable rules and regulations of both Institutions, and by all applicable laws, rules, and regulations of the country of the Host Institution. In case of violation by the student, each Institution has the right to terminate the student's participation in the Programme and the Host Institution has the right to expel the relevant student.
- 7.3 The Host Institution will notify the Home Institution when (one of) their students withdraw from the Programme.
- 7.4 The Institutions will inform each other with respect to the contact details of both Institutions (and accordingly upon any changes in that respect) in writing. All written correspondence between the Institutions in connection to this Agreement must be addressed to the relevant Programme coordinators.

Article 8. Final provisions

- 8.1 All amendments to this Agreement must be agreed on between the Institutions in writing, and must accordingly be signed by both Institutions.
- 8.2 Any dispute between the Institutions arising from, or in connection with, this Agreement will be settled by the Institutions based on mutual understanding. In the case this is not successful will be submitted only to the competent court in the district of Amsterdam, unless the parties agree on an alternative means of dispute resolution at that time.
- 8.3 The Parties agree to law of the defendant party on governing law. If a conflict entails a specific situation in the country of the Host Institution the law of the Host Institution is applicable to that conflict.
- 8.4 This Agreement becomes effective when signed by the representatives of both Institutions, and shall remain effective and in force during a period of the Term (see page 1).
- 8.5 In the event the Institutions wish to renew this Agreement and the renewal has not been finalised upon expiry of this Agreement, the terms of this Agreement will continue to apply from the time of written confirmation that both Institutions wish to renew until such time as the Institutions have signed a new agreement.
- 8.6 An Institution may terminate this Agreement by means of giving a six (6) months written notice to the other Institution, provided that such termination will not affect the completion of any pending activity under this Agreement at the time of termination or any other previously advertised activity in which commitments to the Students in relation to this Agreement have been made.

In case of any conflict between this Agreement in the English language and any translation hereof, the English language version of this Agreement shall prevail. Thus agree and digital signed:

Signature authorized representative VU Amsterdam	Signature authorized representative The Regents of The University of New Mexico
Name: Dr Ir Margrethe Jonkman Title: President of the Executive Board Date: 24-May-2024 Signature: 	Name: Dr. Nicole Tami Title: Executive Director of Global Education Initiatives Date: 02-May-2024 Signature: 






Ready to Sign - Renewal Exchange agreement UNM VUA

Final Audit Report

2024-05-02

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