

STUDENT EXCHANGE AGREEMENT
BETWEEN
THE UNIVERSITY OF ABERDEEN, UK
AND
UNIVERSITY OF NEW MEXICO, ALBUQUERQUE, NM, USA

This AGREEMENT is made and entered into by and between

THE UNIVERSITY COURT OF THE UNIVERSITY OF ABERDEEN, a charity registered in Scotland, No SC013683, whose registered address is at University Office, King's College, Regent Walk, Aberdeen, AB24 3FX, United Kingdom (hereinafter referred to as "the University of Aberdeen") and

THE REGENTS OF THE UNIVERSITY OF NEW MEXICO whose principal address is Scholes Hall 144, MSC05 3300, Albuquerque, NM 87131-0001, USA (hereinafter referred to as "UNM")

and who may, from time to time, be hereinafter referred to individually as the "Party" or collectively as the "Parties".

WHEREAS:

- A) The Parties have agreed to establish a student exchange programme on the terms and subject to the conditions contained herein.
- B) It is the intention of the Parties to agree formally upon their responsibilities as set out below.

NOW IT IS HEREBY AGREED as follows:-

1. Definitions

For the purposes of this Agreement, "Home Institution" shall mean the Institution at which the student intends to graduate and "Host Institution" shall mean the Institution which has agreed to accept the student from the Home Institution.

2. Purpose of the Agreement

The purpose of the Agreement is to enable students to take undergraduate courses within the student exchange programme offered by the Host Institution for credits, which can be applied towards their degree at their Home Institution.

3. Principles

- 3.1 The maximum number of student participants for each student exchange shall be 4 per annum each way. Student exchange shall be on a one-to-one student exchange basis with students studying for one semester or one full academic year (two semesters). One full-year student is equivalent to two semester-only students.
- 3.2 The absence of exchange of students during any one year does not nullify the Agreement.
- 3.3 Exchange students shall enrol as full-time, non-graduating students and are

exempt from application and tuition fees at the Host Institution. However, exchange students at UNM are responsible for paying an administrative fee (http://geo.unm.edu/exchange_application.html) that applies to all incoming international students, plus any applicable course fees (<http://policy.unm.edu/university-policies/8000/8210.html>).

4. Selection and Enrolment of Students and Selection of Courses

- 4.1. Each year during the term of this Agreement, each Party may nominate to the other one or more students of high quality to be considered for exchange. Any imbalances should be corrected by the time this Agreement terminates. Uncorrected imbalances during the course of this Agreement will be resolved by mutual agreement between the Parties.
- 4.2 Each Party reserves the right to determine the final admission eligibility of exchange students nominated by the other Party. Each Party reserves the right to reject candidates in which case further candidates may be proposed provided that the new proposals are made within the application and nomination deadlines.
- 4.3 If English is not the first language of the participating exchange students accepted at either Party they will be required to meet the English language skills requirements currently in force for entry to the pertinent Party at the time of application.
- 4.4. At the nomination stage of the exchange each Party shall send the other written confirmation regarding the number of participating exchange students to the supervisors (refer to clause 7) at each Institution.
- 4.5 Students shall be free to choose courses from the full range of courses available at the Host Institution (subject to timetabling), provided the students satisfy the individual course prerequisites, spaces are available and the courses are not restricted or excluded for exchange students.
- 4.6 At the University of Aberdeen, the following courses and disciplines are restricted or excluded for exchange students:
Courses in Medicine are excluded.

At the University of New Mexico the following courses and disciplines are restricted or excluded for exchange students:

- Health Sciences Center (prior approval required)
- Law (prior approval required)

Any changes to the restrictions or exclusions of the Host Institution in the selection of courses shall be notified to the Home Institution.

- 4.7 Should the case arise through which a student at either Institution is unable to register for a class which is deemed essential to the student's academic progression upon return to their Home Institution, both Institutions shall do everything in their power to ensure an alternative class is found or equivalent course work is assigned in order to guarantee progression. Ultimately it is the student's responsibility to make his/her Home Institution as well as the Host

Institution aware that the situation has arisen.

5. Obligations of the Home Institution and Students

- 5.1 Exchange students shall pay tuition and any other study related costs to their Home Institution.
- 5.2 The University of Aberdeen will guarantee places in university owned accommodation or with one of its preferred partners for the exchange students provided that the aforementioned students apply by the deadline stated in their official acceptance letter. Incoming students may apply to live in UNM's on-campus housing, but room availability is not guaranteed. Therefore, UNM will make good faith efforts as needed to help students obtain off-campus accommodation within reasonable proximity. UNM will provide all necessary information about housing options and application procedures with each student's notice of admission.
- 5.3 Exchange students shall be responsible for their own financial support including international transportation, accommodation, living expenses and health insurance. The Host Institution shall bear no responsibility for providing funds to any exchange student for any purpose.
- 5.4 It is the responsibility of the Home Institution to provide clear statements to the students about how credits will be granted towards their degree at the Home Institution upon successful completion of the subjects at the Host Institution.
- 5.5 Participation in an exchange under this Agreement carries no expectation of subsequent transfer to the regular degree programmes of the Host Institution.
- 5.6 Exchange students shall be subject to the rules and regulations of the Home and Host Institutions and the applicable laws and requirements of the host country with regard to visas, immigration, and other matters.
- 5.7 Each Institution shall provide assistance in obtaining the appropriate travel document including without limitation any visa and/or entry clearance to incoming exchange students (hereinafter referred to as "Travel Document") for the purpose of the exchange programme in accordance with this Agreement. Notwithstanding this, each student shall be responsible for obtaining his/her Travel Documents and paying for the same, and failing to comply with the foregoing, the exchange student(s) will not be registered as a student on arrival at the Host Institution. The Institutions shall not be liable for the failure on the part of the student in obtaining the necessary documents.
- 5.8 Exchange students attending the University of Aberdeen for only one semester (not longer than 6 months) are obliged to obtain their own health insurance. Failure to do so will result in proportionately increased additional charges from the National Health Service (NHS) should the student use NHS services during the exchange period. Students staying longer than 6 months under a Tier 4 Visa will be required to pay a specified Immigration Health Surcharge as outlined by the UK Visas and Immigration (hereinafter referred to as "UKVI") at the time of the visa application.

- 5.9 Details of the UKVI requirements are published on the following web pages:
<https://www.gov.uk/tier-4-general-visa>.
<https://www.gov.uk/study-visit-visa>

The University of Aberdeen's guidance for international students who need to comply with the UKVI requirements are published on the following web page:
<http://www.abdn.ac.uk/infohub/study/visa-and-immigration.php>.

- 5.10 The University of New Mexico will serve as Designated Sponsor and issue DS-2019 forms for students needing a J-1 Visa.

Information about the J-1 Exchange Visitor Program can be found at the following web page:

<http://j1visa.state.gov/participants/how-to-apply/>

6. Obligations of the Host Institution

- 6.1 The Host Institution shall provide exchange students with identifiable coordinators responsible for assisting students with enrolment and welfare issues.
- 6.2. The Host Institution shall send pre-departure information to each of the incoming exchange students, and organize an orientation programme for the students upon their arrival.
- 6.3. The Host Institution will provide information to exchange students on local transportation from the airport to the campus.
- 6.4 The Host Institution shall establish records of exchange students as if they were regularly enrolled students. It is the responsibility of the exchange student to ensure he or she obtains a copy of his or her official academic results covering the subjects taken during the period of the exchange. At the completion of the exchange, the University of Aberdeen shall mail an official transcript to the coordinator of the Home Institution with the express written permission of the exchange students. University of Aberdeen students must visit <http://registrar.unm.edu/Transcripts/request-online.html> to request that their transcript be transmitted directly to their Home Institution.
- 6.5 Each Party is committed to making all academic activities accessible to disabled students. If any disabled students are participating in exchange programmes, the Home Institution will, with the student's consent, advise the Host Institution of any adjustments or support which the student might require during the period of the exchange. At each Institution a disability adviser shall be available for further advice and guidance throughout the student's exchange period.
- 6.6 The Host Institution shall provide clear statements to the exchange students about their rights and responsibilities including:
- relevant codes of conduct for students;
 - entitlements to academic and non-academic support services and how to access them;
 - facilities (such as library, study space) and how to access them;
 - the avenues for concerns, complaints and appeals;
 - disciplinary and/or fitness to practice procedures;

▪ entitlements to membership of student representative bodies.
These rights and responsibilities are further detailed in Appendix 1 of this Agreement.

7. Exchange Programme Review

7.1 Each Institution will nominate coordinators who shall coordinate the students' acceptance and the resources required for the successful conduct of the student exchange programme.

7.2 At University of Aberdeen these coordinators are:

For operational matters:

International Exchange and Study Abroad Coordinator
Student Recruitment and Admissions Service
University of Aberdeen
The Hub, Room 102
Elphinstone Road, King's College
Aberdeen AB24 3TU
United Kingdom
Tel: +44 (0) 1224 272085
Email: studyabroad@abdn.ac.uk
Web: <http://www.abdn.ac.uk/studyabroad>

For the contractual oversight of the programme:

International Partnerships Manager
International Partnerships Team
Student Recruitment and Admission Service
University of Aberdeen
The Hub, Room 102
Elphinstone Road, King's College
ABERDEEN AB24 3TU
United Kingdom
Tel: +44 (0) 1224 273025
Email: partnerships@abdn.ac.uk
Web: www.abdn.ac.uk/sras

At University of New Mexico this coordinator is:

University of New Mexico
Study Abroad Advisor/Coordinator
Address Global Education Office
University of New Mexico
2120 Mesa Vista Hall
MSC06 3850
ALBUQUERQUE, NM 87131
USA
Tel: +1 505-277-4032
Email: studyabd@unm.edu
Web: <http://studyabroad.unm.edu/>

- 7.3 The coordinators shall be responsible for an annual review of the student exchange programme. The review is essential in order to make appropriate and mutually agreed modifications as may be required to the student exchange programme.

8. Period of Agreement

This Agreement will come into effect from the date of signature by both Parties and will remain in force for five (5) years unless otherwise terminated in accordance with the provisions of clause 9. This Agreement may be renewed for additional five-year terms if the Parties agree in writing to do so.

9. Termination

Either Party may terminate this Agreement in giving not less than six (6) months' notice in writing of termination. However, each Party agrees that all continuing obligations to students will be met in full subsequent to the notice of termination. Under such circumstances, students already participating in an exchange will be allowed to continue their studies at the Host institution under conditions spelled out at the time of their selection as exchange students.

10. Notices

The notice of termination of the Agreement shall be in writing and signed by and on behalf of the Party giving it and shall be sent to the address and for the attention of the coordinator of the other Party (refer to clause 7.2). Any other notice or other document to be given hereunder shall be given by sending the same by e-mail to the coordinators. 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.

11. Force Majeure

Neither Party to this Agreement shall be liable to the other nor held to be in breach of this Agreement to the extent that it is prevented, hindered or delayed in performance or observance of its obligations hereunder by reason of industrial action, strikes, lock-outs, inability to obtain supplies, accidents, any act of God, riot, war, civil unrest, flood, earthquake, or other cause beyond such Party's reasonable control or any other cause or contingency whatsoever beyond its reasonable control.

12. Clause Headings

Clause headings are inserted in this Agreement for ease of reference only and do not form part of this Agreement for the purposes of interpretation.

13. Miscellaneous

13.1 Both Parties shall remain free to pursue co-operative ventures with other parties, and nothing in this Agreement shall affect their ability to contact or collaborate with other parties.

13.2 This Agreement comprises the entire Agreement between the Parties in respect of its subject matter and supersedes all previous statements (whether written or

oral) made by either Party and all previous agreements, understandings and arrangements between the Parties

13.3 Each Party acknowledges that the other Party is subject to its local legislative requirements. Each Party undertakes to use all reasonable endeavours to cooperate, upon reasonable request, from time to time, to allow the other Party to fulfil its obligations under such legislative requirements.

13.4 Serial arrangements involving further sub-contracting are precluded without the explicit written permission of both Parties.

13.5 Any change to a Party's status (including legal or financial) or ownership shall be notified to the other Party within a reasonable period of it being known to that Party whose status or ownership has changed.

14. Variation

No amendment or other variation to this Agreement shall be effective unless it is in writing, is dated and is signed by a duly authorised officer of each of the Parties.

15. Dispute Settlement

All disputes in connection with this Agreement or the execution thereof shall be amicably settled through negotiation.

In WITNESS WHEREOF, these presents comprising this and the preceding page are executed by the Parties as follows:

Signed for and on behalf of the University Court of the University of Aberdeen

Authorised Signature: *Caroline Inglis*

Full Name (Print Name): Ms Caroline Inglis

Designation: University Secretary

Date: 21.1.16

Place of Signature: Aberdeen

Witness Signature: *Jenny Fernandes*

Full Name (Print Name): JENNY FERNANDES

Address of Witness: THE HUB, UNIVERSITY OF ABERDEEN, ABERDEEN,
AB24 3FX

Signed for and on behalf of the Regents of the University of New Mexico

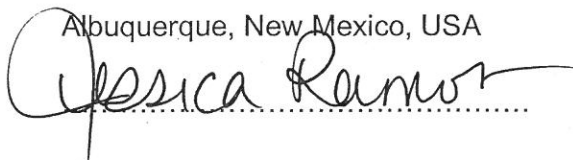
Authorised Signature: *Archi Abdallah*

Full Name (Print Name): Dr. Chaouki Abdallah

Designation: Exec VP for Academic Affairs & Provost Date: 7/6/2016

Place of Signature: Albuquerque, New Mexico, USA

Witness Signature:



Full Name (Print Name): Jessica Ramos

Address of Witness: UNM, MSC 05 3400, Albuquerque, NM 87131-0001 USA

APPENDIX 1

At University of Aberdeen appeals shall be dealt with in accordance with University of Aberdeen's Policy and Procedure on Student Appeals: Academic Quality Handbook Appendix 5.18 and complaints shall be dealt with in accordance with the University of Aberdeen's Complaints Handling Procedure: Academic Quality Handbook Appendix 5.19. Appeals and complaints for the University of New Mexico shall be dealt with in accordance with UNM's Student Grievance Procedure (<http://pathfinder.unm.edu/campus-policies/student-grievance-procedure.html>).

Exchange students shall be subject to the University of Aberdeen's Code of Practice on Student Discipline Academic Quality Handbook Appendix 5.15a (Academic) and Appendix 5.15b (Non-Academic) when they study at University of Aberdeen and the University of New Mexico's Student Grievance Procedure (see web link above) and Student Code of Conduct (<http://pathfinder.unm.edu/campus-policies/student-code-of-conduct.html#studentcode>) when they study at UNM.

Exchange students will have the same access as other Host Institution students to all facilities as well as academic and student support systems at the Host Institution.

UNM is committed to providing equal access to educational opportunities for qualified students with disabilities in accordance with the policy available at: <http://policy.unm.edu/university-policies/2000/2310.html>.

More information on facilities, support and membership of student representative bodies at University of Aberdeen can be obtained from <http://www.abdn.ac.uk>.

More information on facilities, support and membership of student representative bodies at the University of New Mexico can be found in the UNM Student Handbook, which is called the Pathfinder (<http://pathfinder.unm.edu/index.html>).