

EXCHANGE AGREEMENT

BETWEEN

The Board of Regents of the University of New Mexico

AND

**The Mercator School of Management of the
University of Duisburg-Essen**

The University of New Mexico (UNM) and the Mercator School of Management (MSM) of the University of Duisburg-Essen on Duisburg Campus recognizing the value of the educational and cultural exchanges which can be achieved between our institutions, enter into this agreement to facilitate the exchange of students and scholars.

1. Definitions

- a. For the purposes of this agreement, "home" institutions 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.
- b. *Semester, session or academic year* shall normally refer to the period relevant to the host institution's academic calendar.

2. Purpose of the Agreement

- a. The general purpose of this agreement is to establish specific educational relations and cooperation between the two participating institutions in order to promote academic linkages and to enrich the understanding of the two countries concerned.
- b. The purpose of the exchanges between faculty members is to promote collaborative research, other educational developments and to further mutual understanding.
- c. The purpose of each student exchange is to enable students to enroll in subjects at the host institution for credit, which can be applied towards their degree at their home institution.

3. Responsibilities of Participating Institutions and Students

Each institution shall undertake all those measures as are seen as reasonable to give maximum effect to this exchange program.

- a. Each institution agrees to accept and enroll full-time exchange students as, "non-award" or "non-degree" status students for the duration of their exchange.
- b. Each student will be provided with the same academic resources and related support services that are available to all students at the host institution.
- c. It will be the responsibility of the exchange student to obtain official approval from his or her home institution for subjects taken at the host university.
- d. It will be the responsibility of the exchange student to ensure he or she obtains a copy of the official academic results covering the subjects taken during the period of the exchange. In addition, each institution will forward a copy of each student's academic record to the home international exchange office or other designated office.
- e. Exchange students will be subject to the rules and procedures specified by the host institution for the academic period in which the student enrolls. The home institution will have responsibility for all matters concerning credit for subjects taken.
- f. Exchange students must meet all immigration /visa requirements for student status in host country and are responsible for complying with all application procedures, laws and obligations of the host country.

4. Numbers

The number of student participants shall be subject to the following terms:

- a. Typically, up to 5 students from the University of New Mexico and 5 students from Mercator School of Management will participate in the exchange program each year for a period of one or two academic sessions including the BEST summer academy offered by MSM in English on Duisburg Campus in June thru July every year
- b. The number of participants may be increased by the mutual agreement of the two parties.
- c. Reasonable efforts shall be made to involve equal numbers of students from each institution in the exchange program over the period of the agreement.
- d. In assessing balance, one student who registers for two regular academic sessions shall be considered equivalent to two students each registering for one academic session.
- e. Concerning the BEST summer academy of MSM, three UNM students participating in this program shall be considered equivalent to one MSM student registering for two academic sessions or two MSM students registering for one academic session at UNM.

5. Selection and Enrollment of Students

It is expected that students of high academic quality will be selected to participate in

the exchange program. The home institution will screen applications from its student body for exchange. Subject to approval from the home and host institutions, undergraduate, graduate and postgraduate students are eligible to participate if they:

- a. have completed at least one year of study at their home institution;
- b. are enrolled at their home and host institution for the full period of the exchange;
- c. have an enrollment proposal, approved by their home faculty and host institution, and are deemed academically qualified to successfully complete the nominated subjects at the host institution. Each institution will directly communicate with the designated International exchange officers on subject and course availability, including enrollment limitations and conditions;
- d. Each institution will send the other completed applications for their students at least twelve (12) weeks before the beginning of the entry semester. The host institution reserves the right of final approval on the admission of each student.

6. Financial Responsibilities of Institutions

Exchange students will be provided with the following, by the host institution, at no cost to the student:

- a. Tuition and related costs
- b. Orientation Program
- c. Student services normally available to other enrolled students at no cost
- d. Certain student fees or special course fees, which are not considered tuition, may be assessed to students by the host institution. The host institution will make every effort to inform students about such fees at the time of their acceptance into the program.

7. Financial Responsibilities of Exchange Students

Exchange Students will be financially responsible for:

- a. Travel to and from the host institution
- b. Books, class materials, supplies, stationary, etc.
- c. Travel documentation, visas, etc.
- d. Special fees assessed for some courses at the host institution
- e. Tuition for all UNM Extended University courses
- f. Special fees assessed for issuing immigration documents and advising on immigration issues.
- g. Living expenses (accommodation, food, transportation, etc)

- h. Each student must arrange for appropriate medical/health-care insurance before leaving their home institution or upon arrival at the host institution. Each student will pay the cost of the insurance.
- i. The home institution shall satisfy itself that a candidate for exchange has the ability to meet all of his or her financial responsibilities as detailed above. This may include provision for a period of vacation if a student is participating in an exchange, which spans two semesters, particularly the long December/January break.

8. Accommodation

- a. Incoming students may apply for campus housing at the host institution, but will not be guaranteed accommodation on-campus. Good faith efforts will be made to assist the students to obtain on-campus or alternatively off-campus accommodation, within reasonable distance from the campus.
- b. The host institution will provide all necessary information about housing options and application procedures with the students' notice of admission.
- c. Students are responsible for complying with all housing application procedures and contract obligations and for all costs associated with accommodation.

9. Direct Enrollment

Students from the University of New Mexico and Mercator School of Management may apply for direct enrollment at the host institution. Direct enrollment students must apply for admission to the host university through the regular admission process and will be responsible for payment of all required tuition, fees and other costs associated with enrollment. Direct enrollment students are not considered part of the exchange agreement, and provisions of this agreement may not apply to them.

11. Exchange Students Families

It is not anticipated that spouses and dependents will accompany an exchange student. Where such arrangement is proposed, it is subject to the approval of the host institution on the understanding that all additional costs incurred by accompanying spouses and dependents are the responsibility of the exchange student.

12. Faculty and Staff Exchanges

The two institutions agree in principle to the possibility of exchanges by general administrative staff and faculty members. The details of such arrangements will be negotiated at the appropriate time and will be governed by the institutional staffing rules and relevant approval processes. The participating institutions shall not be responsible for any private arrangements made by participating staff members covering exchange of accommodations, cars, etc.

13. Exchange Program Review

Both institutions will be responsible for a regular review of the exchange program on

at least a two yearly basis. The review is essential in order to make appropriate and mutually agreed modifications as may be required and to identify new opportunities for co-operation in scholarship and research.

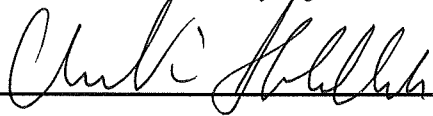
14. Period of Agreement

This agreement will come into effect from the date of signature by both parties and will remain in force for five years and may be renewed by mutual consent. The agreement may be terminated by either party provided six months written notice is given to the other party.

15. Signatures:

This agreement constitutes the entire agreement between the parties. No amendments, consent or waiver terms of this agreement shall bind either party unless in writing and signed by all parties.

For the University of New Mexico:




Prof. Dr. Chaouki Tanios Abdallah, Provost and Executive Vice President for Academic Affairs August 11, 2011 Date




Dr. Thomas Bogenschild, Director, Office of International Programs & Studies 7/11/12 Date

For the Mercator School of Management:



Prof. Dr. Alf Kimms, Dean, Mercator School of Management Sept. 8, 11 Date



Prof. Dr. Peter Chamoni, Director of International Programs, Mercator School of Management Sep. 7, 11 Date

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Prof. Dr. Ulrich Radke, Rector, University of Duisburg-Essen Date~~

