



**Specific Agreement for Exchanges Between
The University of New Mexico, Albuquerque, NM, USA and
Universidad San Francisco de Quito USFQ, Quito, Ecuador**

The Regents of the University of New Mexico (hereafter UNM) and the Universidad San Francisco de Quito USFQ (hereafter USFQ), recognizing the value of educational exchanges, enter into this Exchange Agreement. This agreement replaces the previous agreement between the institutions signed in May 2012.

1. Definitions.

- a. "Exchange Student" means a student who pays tuition and fees at the Home Institution.
- b. "Guest Student" means a student who pays non-resident tuition and fees at the Host Institution.
- c. "Home Institution" means the institution at which the student intends to graduate or the faculty or staff member is employed.
- d. "Host Institution" means the institution that receives Exchange Students, faculty, or staff from the home institution.
- e. "Semester, session, or academic year" means the period relevant to the Host Institution's academic calendar.

2. Purpose: The purpose of this Agreement is to establish educational relations and cooperation between the parties that will promote academic linkages and mutual understanding. Student exchanges are intended to allow enrollment in host-institution courses for academic credit that will be transferred and applied to the student's home institution degree. Faculty and staff exchanges are intended to promote collaboration.

3. Responsibilities of the Parties. The parties agree to the following:

- a. To take all reasonable measures to implement this Agreement as permitted by available funding and personnel.
- b. To accept and enroll Exchange Students as full time, "non-award," or "non-degree-status" students for the duration of their exchange.
- c. To communicate with each other on a timely basis about, e.g., course availability, enrollment limitations and restrictions, any applicable fees, etc.
- d. To send completed exchange applications to the Host Institution by published deadlines. The Host Institution will determine whether to admit exchange applicants.
- e. To verify that incoming students have sufficient funds for their exchange.
- f. To provide Exchange Students the same academic resources and support services available to all students at the Host Institution.
- g. To provide each student's transcript to the home institution.
- h. To make reasonable efforts to involve equal numbers of students from each institution over the period of this Agreement.
- i. That each party (1) will comply with all data protection and privacy laws applicable in its respective jurisdiction; (2) will protect personal and sensitive data against loss, unauthorized disclosure and access; and (3) will take appropriate technical and organizational measures to protect such data.
- j. That the home institution will determine how much academic credit to grant a student for host-institution courses.

- 4. Responsibilities of Exchange Students and Guest Students.** Students must:
- a. Get the home institution's prior approval for Host-Institution courses.
 - b. Meet the Host Institution's applicable language-proficiency requirement. USFQ recommends a minimum of four (4) semesters of college-level Spanish for classes at its Cumbayá campus (Galápagos campus classes are taught in English).
 - c. Comply with the Host Institution's applicable rules and procedures.
 - d. Meet all applicable host-country immigration and visa requirements on a timely basis.
 - e. Comply with the laws of the host country and the regulations and policies of the Host Institution (both academic and behavioral). Any violation will be the responsibility of the student and they will be subject to the penalties established for such violations or misconduct, which may ultimately include removal from the exchange program without refund. The institutions will not be held responsible or be liable in any way for wrongful acts committed by an Exchange Student on or off campus. Consequently, the host university will not indemnify the home university or its students under any circumstances. Exchange Students are subject to the host country's laws while in the host country.
 - f. Provide documentation of the health insurance required by the Host Institution.

- 5. Numbers of Exchange Students; Guest Students.** The parties shall make reasonable efforts to involve equal numbers of students from each institution over the term of this Agreement. Typically, up to 2 students from each institution will participate in the exchange program each year for one or two academic sessions. The parties will adjust this number as needed to reach an overall balance of incoming and outgoing students. In assessing balance, one student registering for two academic sessions is equivalent to two students registering for one academic session. Any imbalance in a given semester ideally should be corrected in the subsequent year.

If an imbalance of more than three year-long exchanges (or six semester spaces) develops, then the institution that has sent more students may not send more Exchange Students until the balance is rectified. That institution may, however, send Guest Students on a non-exchange (tuition-paying) basis. Guest Students do not count towards the exchange balance, but would have the same academic program and access to services as the Exchange Students.

- 6. Selection and Enrollment of Students.** The home institution will nominate high-achieving students as exchange and guest applicants. UNM students may enroll in USFQ's Cumbaya or Galápagos campus. Academic programs established in the future are not subject to this agreement. USFQ requires a minimum 2.50 GPA for the Cumbayá campus and a minimum 2.80 GPA for the Galápagos campus. UNM students may not enroll in online or evening courses at USFQ. USFQ students may not enroll in online courses at their home institution, during their exchange period. The following UNM programs may have restrictions that affect course availability: Early Childhood Education, Elementary Education, Law, Nutrition and Dietetics, Secondary Education, and Special Education. Exchange Students may not enroll in courses at UNM's Schools of Medicine, Nursing, or Pharmacy.

Subject to the approval of the Host Institution, undergraduate, graduate and post-graduate students may participate if:

- a. they have Sophomore status or higher at their home institution;
 - b. they will be enrolled full-time at their Home and Host Institution for the full period of the exchange; and
 - c. both institutions deem them academically qualified to succeed and have approved their enrollment proposal.
- 7. Financial Responsibilities of Host Institutions.** The Host Institution will provide the following at no cost to Exchange Students:
- a. Waiver of tuition and mandatory fees
 - b. Orientation Program
 - c. Student services normally available to other host-institution students

8. Financial Responsibilities of Students.

- a. Exchange Students: Home Institution tuition and fees
- b. Guest Students: Host Institution tuition and fees at non-resident rates
- c. Round-trip travel costs including passport, visa, etc.
- d. Books, class materials, supplies, etc.
- e. Any Host-Institution special course fees, laboratory fees, or recreation fees
- f. Living expenses (accommodation, food, transportation, personal expenses, tourism, etc.).
- g. Administrative fees applicable to all incoming international students at UNM. UNM students at USFQ are required to pay a mandatory administrative fee (currently USD \$275). The current fee rate will be provided by the inbound student coordinator at USFQ.
- h. In the case of the Galápagos semester program, Exchange Students and Guest Students must pay the corresponding track fee, which includes housing and most meals, on-site orientation with lunch, Quito city tour, academic excursions in the mainland and Galápagos, and round-trip ticket Quito-Galápagos. The amount of the track fee will depend on the track chosen and will be quoted by USFQ's GAIAS coordinator before the application cycle starts.
- i. Health and accident insurance that meets host-institution requirements.

9. Accommodation. Incoming students may apply to live in the UNM's on-campus housing, but room availability is not guaranteed. Therefore, UNM will make good faith efforts to help students obtain off-campus accommodation within reasonable proximity. USFQ does not provide housing directly, but will place visiting students with a family in a homestay arrangement and charge the current rate. The Host Institution will provide necessary information about housing options and application procedures with each student's notice of admission.

10. Families. The obligations of the institutions under this agreement are only for students, and include neither spouses nor dependents. Those who accompany the students are the student's responsibility. A student's proposal to bring his or her spouse and/or dependents is subject to the Host Institution's approval. The Exchange Student or Guest Student will pay all additional costs.

11. Faculty and Staff Exchanges. The parties agree in principle to exchanges of faculty and administrative staff. The details will be negotiated in advance and will be governed by both parties' rules and policies. A specific agreement must be signed in order to exchange staff and faculty. The parties are not responsible for any arrangements made by participants for exchange of accommodations, cars, etc.

12. Program Review. The parties will evaluate the exchange program at least every two years to make any needed changes and to explore new opportunities for collaboration.

14. Term, Renewal, Amendment, Termination, and Dispute Resolution.

- a. This Agreement shall become effective for an initial term of five (5) years from the date of the last signature by the parties' duly authorized representatives. The parties may renew this Agreement in for additional five-year terms by mutual written consent of their duly authorized representatives.
- b. This Agreement may not be amended except by an instrument in writing signed by the duly authorized representatives of each party.
- c. Either party may terminate this Agreement by giving the other party at least 180 days' written notice, but any students who have been accepted at either institution at the date of termination may complete their courses of study in accordance with this Agreement. Termination shall be without penalty.
- d. This Agreement is signed in good faith and in accordance with the administrative rules and procedures governing each party. Therefore, any dispute that may arise concerning its interpretation and implementation will be resolved amicably through negotiations.

15. Counterparts by Facsimile or Email. This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

16. Notices. All notices required hereunder shall be in writing and delivered by a duly authorized representative of the Party giving the notice and sent by email transmission to the following addresses. 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.


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This document memorializes the parties' entire agreement.

The Regents of the University of New Mexico

Universidad San Francisco de Quito USFQ



Dr. Richard Wood, Acting Provost and Executive
Vice President for Academic Affairs



Carlos Montúfar, PhD, Rector

1/17/2018
Date

Feb. 21, 2018
Date

Exchange Agreement U NEW MEXICO-USFQ