



STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
MINNESOTA STATE UNIVERSITY, MANKATO

AND

AUTONOMOUS UNIVERSITY OF NAYARIT



STUDENT AND FACULTY EXCHANGE PROGRAM AGREEMENT

This Agreement is made between the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Minnesota State University, Mankato, 238 Wigley Administration Center, Mankato, MN 56001 (“Minnesota State”) and Autonomous University of Nayarit, Ciudad de la Cultura Amado Nervo, Tepic, Nayarit, Mexico, C.P. 63155 (“the Affiliate”). This Agreement, and any written changes and additions to it, shall be interpreted according to the Laws of the State of Minnesota.

With this Student and Faculty Exchange Program Agreement (“Agreement”), Minnesota State and the Affiliate sharing the common goals of education and desiring to facilitate and enrich, through international and cultural exchange, opportunities for certain educational experiences of students and faculty of Minnesota State and the Affiliate,

NOW, THEREFORE, agree as follows:

A. **Description of Affiliation.**

1. With this Agreement, Minnesota State and the Affiliate establish a program of affiliation to provide, through international and cultural exchange, opportunities for the students and faculty of Minnesota State and the Affiliate, as described in further detail on Schedule(s) attached to this Agreement.
2. Contact Information (may be updated from time to time on Schedule[s] attached to this Agreement).

The Affiliate

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Minnesota State

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B. RESPONSIBILITIES OF EACH PARTY

1. Joint Responsibilities

- a. Minnesota State and the Affiliate will each identify a person or persons responsible for academic and logistical liaison during the course of this affiliation. The appointment of liaisons shall be subject to mutual approval of all parties.
- b. The persons responsible for the liaison will jointly plan for:
 1. Selection, assignment, and orientation of students;
 2. Periodic review and preparation of objectives for the instructional program; and
 3. Evaluation of student performance.

2. Student Exchange

- a. Each institution nominates its own students for participation, but final admission is determined by the host institution based upon applicable academic and language admissions standards. Upon completion of the term of study at the host institution, it is expected that the participating students will return to the home institution unless an extension of stay has been approved by both institutions. Diplomas or degrees will be awarded by the home institution, with appropriate credit for study at the host institution, as determined by the parties.
- b. The home institution shall acknowledge the academic achievements of the student at the host institution, based on the number of credits completed and/or total hours of academic work involved, as mutually agreed between the two institutions.
- c. Minnesota State and the Affiliate agree to take all reasonable action to assist the exchange students with integrating into the academic environment at the host institution including pre-departure and arrival orientations.
- d. Minnesota State and the Affiliate have authority to withdraw, suspend or terminate a student for academic deficiencies, behavioral violations or other sufficient reason subject to certain procedures afforded to the student. Minnesota State and the Affiliate liaisons will consult each other before suspending a student, except where consultation is not reasonably possible under the circumstances.
- e. The host institution will advise the home institution of requirements for visa applications pursuant to applicable immigration laws and regulations for students and faculty. To the extent applicable, the host institution will endeavor to complete its requirements to facilitate the participants' visa applications in a timely manner.
- f. Minnesota State and the Affiliate agree to inform each other of any specific issues related to the student (e.g., requests for reasonable accommodation; disciplinary history, etc.) as permitted by applicable privacy laws, as early in the acceptance process as feasible to allow for the appropriate advising and counseling of the student regarding the program selected and to facilitate making arrangements on site when possible.

- g. Minnesota State and the Affiliate agree to inform the other in a timely manner of any crisis or emergency related to their respective students, including but not limited to situations such as: program suspension or cancellation due to catastrophic weather events or health-related epidemics.
- h. The student is a participant in an educational program, and for purposes of this Agreement, shall not be considered an employee of either the Affiliate or Minnesota State.

3. Faculty Exchange

- a. Each institution nominates its own faculty for participation, but final approval must be based on mutual agreement between sending and receiving institution. Further, this exchange is subject to Minnesota State and the Affiliate policies for faculty appointments.
 - b. Minnesota State and the Affiliate shall continue to employ their respective faculty during the period of exchange.
 - c. Minnesota State and the Affiliate shall assist visiting faculty with resources at their disposal to create mutually productive research and teaching opportunities. Both agree to provide visiting faculty with the students and facilities needed to teach as agreed upon including, where relevant, the requisite classroom, office, clerical support and library access needed for such an enterprise.
4. Minnesota State and the Affiliate agree to provide a range of services related to academic and administrative, communications and promotion and financial arrangements. (See attached Schedule A for specific details.)

C. LIABILITY

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. Minnesota State's liability shall be governed by the Minnesota Tort Claims Act, Minnesota Statutes § 3.736, and other applicable laws.

D. OTHER TERMS

- 1. The Agreement shall be effective as shown above and shall remain in effect for five (5) years, unless terminated earlier. Termination of this Agreement may be initiated by either party and shall be effective by giving the other party at least six (6) months' written notice of its intention to terminate, provided that all students enrolled in the program(s) at the time of notice of termination are permitted to finish their course of study. Termination shall be without penalty. If this Agreement is terminated, neither the Affiliate nor Minnesota State shall be liable to the other for any monetary or other losses that may result other than program fees and/or late fees that may have not been paid at the time.
- 2. Neither Minnesota State nor the Affiliate shall, in connection with this Agreement, discriminate on the basis of race, religion, creed, color, sex, national origin, disability, age, marital status, public assistance status, veteran status, or sexual orientation.

3. The obligations of the two institutions under this Agreement are limited to participating students and faculty only and do not extend to spouses and dependents.
4. Neither Minnesota State nor the Affiliate shall be responsible for any delays or failure to perform any obligation under this Agreement due to causes beyond the reasonable control of such party, including (but not limited to) health epidemics, terrorist acts, war, insurrection, embargoes, governmental restrictions or other acts of governmental authorities beyond the control of such party. Notwithstanding the foregoing, Minnesota State and the Affiliate agree to cooperate in good faith to mitigate the effect of any such delays or failures to perform, with the goal of achieving, to the extent possible, the objectives of this Agreement.
5. This Agreement supersedes all other affiliation agreements relating to the subject matter of this Agreement existing between Minnesota State and the Affiliate.
6. Nothing in this Agreement is intended or should be construed as creating the relationship of copartners, joint ventures, or an association among the parties, nor shall any party, its employees, agents, students or representatives be considered employees, agents or representatives of any other party.
7. It is specifically agreed that neither party shall be responsible for costs or expenditures incurred by the other in the conduct of the programs contemplated hereby, except as expressly provided in this Agreement.

E. SCHEDULES AND AMENDMENTS

Subject to the written authorization by appropriate representatives of Minnesota State and the Affiliate, Schedules and amendments to this Agreement may be attached hereto from time to time. It is the intent of the parties that Schedules may be developed to facilitate day-to-day and year-to-year execution of the goals of the Agreement. Amendments, if any, may be developed to amend the principal terms and conditions of this Agreement. Each such Schedule and Amendment shall be in writing and executed by an authorized representative of each of the parties. To the extent any such Schedule or Amendment is not properly executed by persons authorized to do so and to the extent it conflicts or contradicts the terms herein, it shall be considered null and void.



AFFILIATE:

**AUTONOMOUS UNIVERSITY OF
NAYARIT**

Name: Jorge Ignacio Peña González

Title: Rector

Date: 12/07/18

Name: Adrián Naranjete Mendez

Title: General Secretary

Date: 12/07/18

MINNESOTA STATE:

**MINNESOTA STATE UNIVERSITY,
MANKATO**

Name: Anne Dahlman

Title: Acting Dean of Global Education

Date: 12/7/18

Name: Richard J. Straka

Title: V.P. of Finance & Administration

Date: 12/7/18

Name: Dr. Marilyn Wells
Title: Provost and Senior Vice President for
Academic Affairs

Date: 12-7-2018

AS TO FORM AND EXECUTION

Vickie Hanson
By: Vickie Hanson

Title: Office Administrator

Date: 12/2/18

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SCHEDULE A EXCHANGE PROGRAM DETAILS

It is understood that students coming from Autonomous University of Nayarit to Minnesota State will be enrolled at Minnesota State for one full academic semester (August to December or January to May) OR one academic year (August to May).

It is understood that students coming from Minnesota State to Autonomous University of Nayarit will be enrolled at Autonomous University of Nayarit for one academic semester (September to February or April to August) OR one academic year (September to August).

A maximum of 2 undergraduate semester units from Autonomous University of Nayarit and 2 undergraduate semester units from Minnesota State will be exchanged annually. The number of semester units from each institution participating in the exchange will not necessarily be equal in any given year. However, it is expected that a balance of incoming and outgoing students will be maintained over the term of this Agreement. The number of semester spots available for the following year will be reviewed in each January in order to maintain the balance as closely as possible.

Students will pay tuition and fees to the home institution, if applicable, and will be responsible for their own expenses including travel, meals, accommodation, medical care, insurance and all other costs associated with attendance at the host institution.

Exchange students will not be charged tuition by the host institution nor will they pay an application or admission fee, but may be required to pay other ancillary fees for orientation, laptop usage, general student services, etc.

In order to comply with U.S. Department of State visa requirements for students applying for a "J" exchange visitor visa, all exchange students coming to Minnesota State must purchase the local international student health insurance package. Minnesota State students must purchase a Japanese statutory health insurance policy.

G. Graduate Student Exchange

In specific cases of close graduate faculty collaboration, graduate students may also be exchanged on a 1-for-1 basis. Graduate students must meet all regular admissions standards and follow regular Graduate admissions procedures. The application fee will, however, be waived. A separate addendum for such exchanges will be appended to this Agreement.

H. Visiting International Students Program

Minnesota State welcomes additional visiting international students to join us for a maximum of two semesters as fee-paying, undergraduate or graduate students (undergraduate: maximum of 30 credits/graduate: maximum of 18 credits). They will receive the current international student tuition rate.



Undergraduate students under this program must be nominated by Autonomous University of Nayarit and will follow the same shortened application process as exchange students and will receive the same services and support. A maximum of five (5) visiting undergraduate students per semester can be accommodated.

Graduate students must also be nominated and must follow and meet regular graduate admissions procedures. They will receive the same support that degree-seeking graduate students receive.

At the completion of the program of study, exchange students will request from the host university a transcript of completed work to be sent to either the student or his/her Home institution. All charges on an exchange student's account, if any, must be cleared before the Host institution will be obligated to send a transcript. Any academic credit earned at the Host institution will be transferred back to the Home institution, in accordance with procedures determined by the latter, to be granted towards the appropriate degree for the subjects studied and successfully completed while on the exchange program.

