

STUDENT EXCHANGE AGREEMENT

THE UNIVERSITY OF CALIFORNIA, SAN DIEGO

AND

UNIVERSIDAD AUTÓNOMA DE BAJA CALIFORNIA

I. Parties to the Agreement

This Student Exchange Agreement (“Agreement”) is entered into by and between The Regents of the University of California, on behalf of the University of California, San Diego (UC San Diego), and the Universidad Autónoma de Baja California (UABC).

II. Purpose of the Agreement

Endeavoring to increase cooperation in education, the parties to the agreement, after approval by their responsible authorities, agree to enter into this Agreement on academic exchange. The purpose of this Agreement is to establish an educational exchange program for undergraduate students to enable UC San Diego and UABC to increase undergraduate student mobility.

III. Definitions

In this Agreement, “students” shall refer exclusively to participants in this exchange program. “Home Institution” shall refer to the institution at which students originate. “Host Institution” shall refer to the institution that has agreed to receive students from the Home Institution.

IV. Organization and Administration

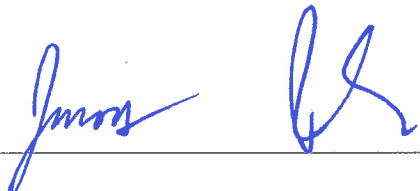
Each institution shall designate an institutional representative who holds responsibility for all measures undertaken through this Agreement. Either party may change the designated representative by providing written notice to the other party.

V. Student Status

- a. Exchange students will continue as candidates for degrees at their Home Institution and shall not be candidates for degrees at the Host Institution. Exchange students will be afforded the same rights and privileges as matriculated degree students.
- b. Students are subject to the policies and regulations of the Host Institution.
- c. Upon completion of the exchange program, students are expected to return to their Home Institution.

VI. Selection and Approval

- a. Participating students shall have completed at least one (1) year of their program at the Home Institution. It is understood that each institution reserves the right to reject candidates.



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- b. The Host Institution will notify the Home Institution of any language requirements, and has the responsibility to make the final determination of language proficiency.
- c. UABC applicants to the exchange program shall furnish to UC San Diego in accordance with established deadlines: (a) a UC San Diego application form, (b) an official transcript by UABC and any other tertiary institutions attended, (c) the students' proposed curricula at UC San Diego, and (d) a certificate of proficiency in English (acceptable certificates include TOEFL internet-based score of 83 or better, TOEFL paper-based score of 550 or better, or IELTS score of 7 or better).
- d. UC San Diego students applying to study at UABC, under the terms of this Student Exchange Agreement, shall furnish in accordance with the established deadlines: (a) a completed application, (b) all supplementary documentation as required by the application process, and (c) any such supplementary information as shall be deemed necessary by UABC to place students appropriately into courses at UABC.
- e. The Home Institution agrees to inform the Host Institution of any specific issues related to individual students, such as a documented disability, as early in the acceptance process as possible to allow for the appropriate advising and counseling of the student regarding the program selected, and to facilitate making appropriate arrangements, when possible.

VII. Number of Students and Duration of Exchange

- a. This exchange program is intended to be balanced and reciprocal over the five-year span of this Agreement. UC San Diego and UABC will track reciprocity and review the FTE exchanged on an annual basis.
- b. During the 2018-2019 academic year, and for each year during the term of this Agreement, up to three (3) undergraduate students may be registered.
- c. Every reasonable effort shall be made to correct imbalances annually. The FTE exchanged shall be equal by the end of the Agreement.
- d. In the event of an imbalance, such imbalance will be corrected in accordance with a timetable mutually agreed upon in writing.

VIII. Full-Time Equivalent (FTE) Calculation

FTE value will be calculated as follows:

- a. One full academic year will count as one (1) FTE.
- b. One quarter will count as one third (0.33) FTE.
- c. One semester will count as one half (0.5) FTE.
- d. Two quarters will count as two thirds (0.66) FTE.
- e. Summer session will count as one third (0.25) FTE.

IX. Tuition, Fees and Expenses

- a. Both parties to this agreement agree to waive tuition each year for students enrolled on a non-degree basis.
- b. Said fees include the equivalent of tuition, registration, and campus fees.

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 ASSESORIA GERAL

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- c. Students are solely responsible for all costs associated with this program, including the visa application, international and local transportation, books, housing, food, and any other expenses.

X. Health Insurance

- a. Students participating under the terms of this Student Exchange Agreement will be required to purchase, at their own expense, medical insurance (including medical evacuation and repatriation benefits) as required by the sending or receiving institution.
- b. It is understood that any medical and out-of-pocket expenses incurred that are not covered by such insurance policy are the personal responsibility of the participating students.

XI. Course of Study

- a. Each student's proposed course of study must be approved in advance by each institution. The Host Institution will seek to facilitate the enrollment of students in their preferred courses. However, it is understood that degree-matriculated students at the Host Institution will be given enrollment priority.
- b. It is agreed that the two universities will provide each other with timely and adequate information on the course enrollment and academic performance of the exchange participants.
- c. Each student in the exchange program shall pursue an academic program which is developed in consultation with his/her respective institution and academic advisor and which is not in conflict with the regulations of the Host Institution.

XII. Transcripts

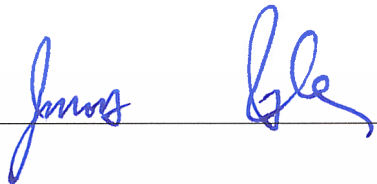
Students will be provided with an official transcript from the Host Institution within a reasonable period after completing the exchange program.

XIII. Financial Aid

- a. Students are not guaranteed financial assistance from the Host Institution. In the event that funding is provided by the Host Institution, it is entirely at the discretion of the sponsoring department and/or faculty.
- b. UC San Diego students will be eligible to apply their financial aid packages towards participation in the exchange program when they maintain a full academic course load.

XIV. Regulations

- a. Students participating under the terms of this Agreement will be expected to abide by the laws and customs of the host country, including visa and immigration requirements, and by the policies and regulations of the receiving institution.
- b. Participating students who fail to abide by these terms may be subject to disciplinary action and may be required to leave the Host Institution. However, action will not be taken without prior consultation with the appropriate officials at both universities.



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XV. Housing

- a. Both institutions will make reasonable efforts to assist students participating under the terms of the exchange in obtaining housing.
- b. The parties agree that, in the case of housing provided by the Host Institution, it will be at a cost per student no greater than that charged to other students attending the Host Institution.
- c. The cost of housing shall be paid by each student as an individual and neither institution shall be held liable for payment of such charges. It is understood that students are likewise responsible for meals and personal expenses.

XVI. Orientation and Student Life

The Host Institution will provide a campus orientation to students, and will actively endeavor to integrate students into local academic life.

XVII. Use of Name

Neither party will use the name of the other, either expressly or by implication, in any publicity, solicitation or advertisement without the written approval of the other Party to this agreement.

XVIII. Intellectual Property

All intellectual property and data generated under this Agreement will be administered in accordance with UC San Diego and UABC policies and procedures when derived from any work carried out exclusively within its facilities. It is policy that the Home Institution is the owner of any intellectual property derived from any work carried out exclusively within its facilities, according to home regulations. UC San Diego and UABC will work together to discuss the management and disposition of inventions made under this Agreement, with the goal of achieving an outcome that includes benefits to the scholar's home institution.

XIX. Discrimination Prohibition

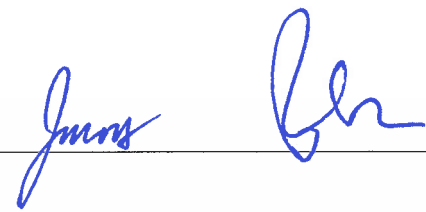
Each institution agrees not to discriminate in the selection or acceptance of any students on the basis of race, color, national origin, religion, gender, sexual orientation, mental or physical disability, age, veteran's status, ancestry, marital status or citizenship.

XX. Cooperation Regarding Disputes

In the event of any difference, dispute or question arising from this Agreement, the responsible persons from each institution will endeavor to settle such matters amicably between themselves. Should a third party bring any litigation or other claim related to this Agreement against UC San Diego, UABC, or their respective employees, faculty, or students, UABC and UC San Diego shall use reasonable efforts to assist one another in the defense of such litigation or claims.

XXI. Force Majeure

Neither party shall be responsible for any delays or failure to perform any obligation under this Agreement due to causes beyond reasonable control, including (but not limited to) health epidemics, terrorist acts, war, insurrection, embargoes, governmental restrictions or other acts of governmental authorities. Notwithstanding the foregoing, the parties agree to cooperate in good



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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.

The parties agree to inform each other of any crisis or emergency related to their respective students. Additionally, if a program needs to be cancelled, students need to be evacuated, and/or different program arrangements need to be made, communications to that effect will be sent promptly to the other party.

In the event that the U.S. Department of State issues a travel warning that forbids, restricts, or otherwise urges U.S. citizens to defer travel to the host country, this agreement may be suspended. If students, faculty, or staff are already in the host country, the parties shall consult with one another and decide whether the students shall be required to return to their home country.

XXII. Amendments

This agreement may be terminated at any time by:

- a. Either party giving (6) months' written notice to the other party; or
- b. A mutual agreement in writing, signed by an authorized representative of each institution.

Termination of the present Agreement will not automatically prevent the participants from completing study or research programs in progress.

This Agreement may only be revised by mutual written agreement, signed by authorized representatives of both parties.

XXIII. Entire Agreement and Effective Date/Termination

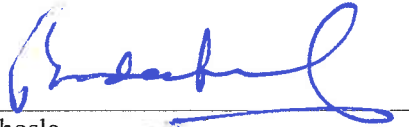
This Agreement contains all of the terms and conditions agreed upon by the parties and supersedes any prior agreement, oral or written, and all other communications between the parties. This Agreement will be valid for five (5) years starting from the latter date of the signing indicated below by each party.

During the final year of the Agreement, the Institutional Representatives will jointly evaluate progress made toward achieving stated objectives and benefits to both institutions. The parties will then determine whether to renew the present Agreement in writing, modify it, or allow the Agreement to expire.

Either institution may withdraw from this Agreement, provided written notification of the withdrawal is given to the other institution at least 180 days prior to the withdrawal date. However, no termination shall adversely interrupt or impair active participation in an exchange already in progress. The following individuals, duly authorized, have signed the present Agreement on behalf of their respective institutions.

UABC
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BOGADO GENERAL

University of California, San Diego
United States of America



Pradeep K. Khosla
Chancellor

Signed on this day: 12/09/17

Read and understood by:



Olivia A. Graeve
Director, CaliBaja Center for Resilient
Materials & Systems

Universidad Autónoma de Baja California
México



Juan Manuel Ocegueda Hernández
Rector

Signed on this day: 12-09-2017



José David Ledezma Torres
Coordinator of International Cooperation
and Academic Exchange

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