



MEMORANDUM OF UNDERSTANDING FOR
ACADEMIC COOPERATION AND EXCHANGE

between

GEORGIA SOUTHERN UNIVERSITY
Statesboro, Georgia, United States
and

UNIVERSIDAD DEL MAYAB, S.C.
Merida, Yucatan, Mexico

Georgia Southern University (hereafter also referred to as "GSOU") is an instrumentality of the state of Georgia, a unit of the University System of Georgia governed by the Board of Regents, and accredited by the Southern Association of Colleges and Schools Commission on Colleges.

Universidad del Mayab, S.C. (hereafter also referred to as "Universidad Anahuac Mayab") is an instrumentality of Merida, Yucatan, Mexico and offering programs validated/accredited by Secretariat of Public Education.

In accordance with a desire to promote joint interests, Georgia Southern University and Universidad Anahuac Mayab enter into the following Agreement:

I. PURPOSE

- A. The purposes of this Agreement are to further mutual understanding between Georgia Southern University and Universidad Anahuac Mayab and to enhance each institution's teaching, learning, research, and internationalization objectives.
- B. Some identified areas of activity of mutual interest and concern may include, but are not limited to, the following:
 - 1. Student exchange programs;
 - 2. Faculty exchange programs;
 - 3. Visiting scholar activities;
 - 4. Cooperative/collaborative research projects;
 - 5. Short-term training programs/projects;
 - 6. Cooperative and exchange lectures, conferences, and seminars.

II. REPRESENTATIVE PARTIES

- A. The Office of International Programs & Services will act as the responsible party for executing, administering, coordinating, and handling all communications and activities related to this Agreement on behalf of GSOU.
- B. The International Office will act as the responsible party for executing, administering, coordinating, and handling all communications and activities related to this Agreement on behalf of Universidad Anahuac Mayab.

III. DEFINITION OF TERMS

- A. "Semester" shall mean the division of an institution's instructional calendar into academic terms during which an institution holds classes and provides regular instruction to enrolled students;
- B. "Fall semester" shall mean the academic term that commences between July and November;
- C. "Spring semester" shall mean the academic term that commences between January and April;
- D. "Course" shall mean an individual class a student may register for, attend, and receive academic credit and a final grade for upon completion;
- E. "Degree Program" shall mean the completion of a specific program of study that culminates in the conferring of an academic degree;
- F. "Exchange Student" shall mean students participating in the exchange program implemented herein;
- G. "Guest Students" shall mean students participating in study at the host institution outside of the parameters of an exchange program;
- H. "Home Institution" shall mean the academic institution where the student is a candidate to earn an academic degree;
- I. "Host Institution" shall mean the academic institution where the student is attending as a visiting non-degree-seeking student for one (1) single semester or two (2) consecutive semesters.

IV. STUDENT EXCHANGE PROGRAM

- A. The objective of the student exchange program is to achieve a balanced and mutually beneficial academic collaboration. The student exchange program is open to undergraduate students from all departments and programs, with the exception of Nursing.
- B. GSOU agrees to reserve up to two (2) semester places annually for exchange students from Universidad Anahuac Mayab. In return, Universidad Anahuac Mayab agrees to reserve up to two (2) semester places annually for exchange students from GSOU. The number of semester places to be exchanged may be varied by mutual agreement. The parties will review the program annually and will adjust the number of students over the duration of the Agreement, as necessary, to maintain a reasonable balance in the exchange.
 - 1. The normal length of exchange for any undergraduate student shall be one (1) semester. In exceptional circumstances and by mutual agreement, a student may be accepted for two (2) consecutive semester places, but in no case will a student be on the exchange longer than two (2) consecutive semester places without payment of tuition fees or other obligatory enrollment-related fees to the host institution.
 - 2. The consecutive semester placements may commence in either the Fall or Spring semesters.
 - 3. Students on exchange to GSOU may not enroll in coursework on a tuition fee waiver basis during the optional Summer terms.
- C. Students are accepted on this exchange on a tuition fee-waiver basis and continue to pay appropriate tuition fees and any obligatory enrollment-related fees to their home institution

without liability for these fees in kind at the host institution. The student's home institution will retain the responsibility to administer and release any applicable financial aid awarded by or through the home institution in support of that student. Exchange students will pay directly to the host institution any other fees relating to board and lodging and any obligatory services, course fees, or membership of campus organizations.

- D. At minimum, exchange students must have successfully completed one year of full-time studies and be considered in good academic standing at the home institution in order to be permitted to enroll in subjects at the host institution for which they meet the pre-requisites.
- E. The selection procedure by which reciprocal exchange students are nominated is the sole responsibility of the student's home institution. Each institution reserves the right to accept or reject a candidate on the basis of regular academic selection criteria. Each institution reserves the right to ask candidates to present all commonly required admission documents, as established by each institution's admission policies.
- F. As English is the primary language of instruction for GSOU, all exchange student candidates are required to submit standardized test scores to measure English-language ability as part of the admission process. The minimum score requirements are as publicized on the official websites for GSOU.

As Spanish is the primary language of instruction for Universidad Anahuac Mayab, all exchange student candidates are required to submit a proof of Spanish Language proficiency as indicated by Universidad Anahuac Mayab.

- G. Admission to a specific course is subject to the student being appropriately qualified to enroll in that course.
 - 1. Students selecting to participate in a course for which proficiency in the language of instruction is a requirement must demonstrate proof of proficiency.
 - 2. Students seeking admission to coursework beyond entry-level instruction in programs for Fine/Visual Arts, Design, or Music programs will additionally be required to submit a portfolio of work according to specific guidelines set forth by the host institution.
- H. Recognition for the academic work carried out by the student during the period of the exchange will be at the discretion of the student's home institution. Students participating in this program will continue as candidates for the degree of their home institution. Participation in the exchange carries no expectation of subsequent transfer to a regular degree program of the host institution.
- I. Upon completion of the exchange period, the student will follow all procedures which allow the host institution to submit an official record of the student's academic performance (i.e. a transcript or equivalent) to the home institution representative party. The students' home institution evaluates the credit earned and transfers the credit to the home institution on a case-by-case basis, following all applicable home institution policies on the transfer of credit.

All parties to the venture agree to share relevant course syllabi to determine transfer equivalencies.

- J. In the case of a grievance, students follow all policies and guidelines of the host institution, including those for appealing grades, addressing student complaints, and other similar issues.
- K. The host institution will provide exchange students with access to academic facilities, including, but not limited to, libraries, IT facilities, study tools, and other such resources as the host institution may provide for the benefit of its own students. The host institution will also provide exchange students with access to leisure activities and other benefits as would normally be available to its own students.
- L. Participating students are subject to the admission regulations, class performance standards, and other academic and administrative policies of the host institution. Any violation of the host country's laws by the participants may result in the withdrawal of the immigration and academic sponsorship of the host institution and the possible expulsion of the participant from the host country.
- M. The host institution agrees to assist each visiting exchange student by:
 - 1. Providing pre-departure material, and post-arrival orientation;
 - 2. Providing the necessary documents to enable the visiting exchange student to obtain the correct visa;
 - 3. Providing information on appropriate accommodation;
 - 4. Providing arrival assistance, if required;
 - 5. Designating an administrative contact to handle all correspondence related to this program;
 - 6. Providing student support and advisory services.
- N. Students may withdraw from the exchange program at any time. Students who withdrawal from the exchange program are subject to the tuition fee and obligatory enrollment-related fees cancellation policies of their home institution. Students who withdraw from the exchange program are not entitled to a refund of any room and/or board costs or other fees paid to the host institution and remain liable for any outstanding balances due to the host institution.
- O. All exchange students must meet or satisfy the insurance requirements of their host institution in addition to any insurance requirement of their home institution and/or host country. All exchange students shall be solely responsible for acquiring and maintaining any applicable health insurance coverage, including, but not limited to, medical, accident, and repatriation of mortal remains.
- P. The obligations of Georgia Southern University and Universidad Anáhuac Mayab under this agreement are limited to exchange students only and do not extend to spouses or

dependents. Expenses of spouses and dependents are the responsibility of the exchange student.

V. GUEST STUDENTS

- A. In the event that either institution possesses a larger number of qualified applicants for the exchange than the number of semester places allotted, additional students may elect to attend the host institution as a guest student. This option may be made available to the student upon receiving written confirmation from the representative party of the host institution.
- B. The normal length of study for any guest student shall be one (1) semester. In exceptional circumstances and by mutual agreement, a student may be accepted for two (2) consecutive semesters, but in no case will a student be able to participate as guest student longer than two (2) semesters.
- C. Payment of tuition fees and all other obligatory enrollment-related fees by guest students will be in accordance with fees paid by the students of the host institution. Guest students will pay directly to the host university any other fees relating to board and lodging and any obligatory services, course fees, or membership of campus organizations.
- D. All guest students must meet or satisfy the insurance requirements of their host institution in addition to any insurance requirement of their home institution and/or host country. All guest students shall be solely responsible for acquiring and maintaining any applicable health insurance coverage, including, but not limited to, medical, accident, and repatriation of mortal remains.
- E. Guest students are subject to all admissions and course entrance requirements as outlined above in Section IV for exchange students. Similarly, all administrative standards, grievance procedures, access to on-campus services, and obligations of the host university apply and extend to guest students as outlined for exchange students in Section IV of this Agreement.

VI. FACULTY CREDENTIALS

- A. All parties to the venture agree that faculty teaching courses covered under this Agreement will have the equivalent of a U.S. master's degree or higher in the teaching discipline (for undergraduate courses) or the equivalent of a U.S. doctoral degree in the teaching discipline (for graduate courses).

VII. FACULTY EXCHANGE & VISITING SCHOLARS

- A. Faculty members and other research personnel may be exchanged for periods not exceeding two (2) consecutive semesters. The home institution undertakes to continue the appropriate salary of the participant. All other financial matters, including travel costs, are subject to individual negotiation and will normally be the responsibility of the individual and home institution.

- B. Exchanges of faculty members and other research personnel are subject to the consent of the relevant department or laboratory at the host institution and consent through the appropriate channels at the home institution. The conditions of work for each participant are subject to prior agreement in writing. The host institution undertakes to assist in locating appropriate housing, assisting with immigration formalities, and supplying workspace, library, and technical facilities, as appropriate.
- C. All parties to this agreement agree to abide by SACSCOC Faculty Credentials Guidelines. Faculty teaching courses under the terms of this Agreement on exchange at the host institution will have the equivalent of a U.S. master's degree or higher in the teaching discipline (for undergraduate courses) or the equivalent of a U.S. doctoral degree in the teaching discipline (for graduate courses). To further comply with SACSCOC Faculty Credentials Guidelines, faculty teaching in the program will be appointed at the host institution as adjunct (honorary, uncompensated) faculty, carrying the same or equivalent rank as the faculty member holds at the home institution. Faculty members participating on exchange under this Agreement agree to share with the host institution original or certified copies of original official documents, including, but not limited to, record of academic degree earned (i.e. a transcript or equivalent), external verification of foreign degrees (carried out by a U.S. Department of Education recognized evaluation agency for Universidad Anahuac Mayab faculty, and carried out by the Secretariat of Public Education for GSU faculty), and curriculum vitae.
- D. Both GSU and Universidad Anahuac Mayab will encourage the development of collaborative research initiatives and seminars between individuals and groups working in each institution.

VIII. BREACH OF CONTRACT

- A. Either party shall be entitled to terminate this Agreement if the other party commits a material breach of the terms of this Agreement and, where it is capable, fails to remedy this breach within 30 days of written notice requiring the breach be remedied. In the event of such breach and termination, exchange students currently enrolled in the program will be allowed to finish their pending courses.

IX. NON-EXCLUSIVITY

- A. Nothing in this Agreement shall create an exclusive relationship between GSOU and Universidad Anahuac Mayab. The parties hereto shall be free to enter into relationships with any other university or institution of their choosing without any accountability to the other party hereto.

X. COMMITMENT TO EQUALITY

- A. Both institutions provide equal opportunity in education without regard to race, color, creed, religion, national origin, sex, age, marital status, disability, sexual orientation, or status as a veteran. Both GSOU and Universidad Anahuac Mayab shall abide by these principles in the administration of this agreement and neither institution shall impose criteria for exchange of students or scholars which would violate principles of non-discrimination.

XI. RENEWAL, AMENDMENT, AND TERMINATION

- A. This agreement will commence from the date of signing, and continue thereafter for a period of five (5) years from the date of the final signature below and shall be subject to review and renewal at the end of said five (5)-year period.
- B. The parties shall confer concerning the renewal of this Agreement six (6) months prior to its expiration. Renewal must be formalized in writing and signed by both parties; however, if the exchange is out-of-balance at the time of renewal, a mutually-agreed-upon means of balancing the exchange must be achieved before the Agreement can be renewed.
- C. Amendments to this Agreement may be made at any time, by written correspondence, and only when agreed upon by both parties.
- D. Either party may terminate this agreement by giving notice in writing to the other institution of no less than six (6) months. Any student who may have commenced at either institution before the date of termination may complete their courses of study by special agreement between the two institutions.
- E. All activities carried out under the terms of this Agreement are subject to the availability of appropriate resources at each institution. The parties agree that nothing in this Agreement shall diminish the full autonomy of either institution nor will any constraints be imposed by either upon the other carrying out this Agreement.



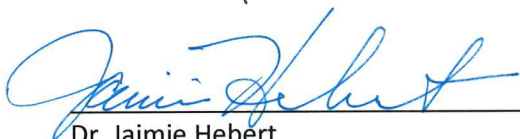
Mtro. Miguel Pérez Gómez
Rector, Universidad del Mayab, S.C.

Date July, 28th 2017



C.P. Narcedalia Garza Luna
Legal Representative, Universidad del Mayab, S.C.

Date July, 28th 2017



Dr. Jaimie Hebert
President, Georgia Southern University

8-31-17
Date

Approved as to Form
Georgia Southern University
Office of Legal Affairs