



STUDENT AGREEMENT

(Student Contract)

Academic Year [[Academic Year]]

Program: [[Country]], [[Program Name]] - [[Option]]

Dated: Not signed

The Regents of the University of California ("University") and [[Student Name]] ("Student") agree as follows:

This contract articulates the University's expectations regarding standards of conduct: academic, behavior, and with respect to the rights of others. The term "student" means an individual for whom the University of California maintains student records and who:

- Is enrolled in or registered with an academic program at a UC campus; and
- Is on an approved educational leave or other approved leave status, or is on filing-fee status.

Student is required to comply with all obligations under this Agreement and with all regulations and instructions issued, from time to time, on behalf of the University. Student understands that participation in the University of California Education Abroad Program ("Program") is conditioned on compliance with the terms and conditions set forth below:

PREDEPARTURE AND ARRIVAL INFORMATION

1. Program has published online the [UCEAP Program Guide](#) and the [UCEAP Guide to Study Abroad](#). Student acknowledges that he/she is responsible for reading both guides, the [UCEAP Insurance Plan online publication](#), and all other program-related materials, and that this information is incorporated in, and made a part of this Agreement. University and Student expressly agree to the terms and conditions stated in this Agreement, including but not limited to those governing the following:

- a. Air and surface transportation to location of host institution and intensive language program, as applicable;
- b. Predeparture orientation;
- c. Mandatory on-site orientation(s), field trips, and workshops in host country and consequences of non-attendance;
- d. Intensive language program, as applicable;
- e. Room and board during the regular academic term(s) and during orientation and intensive language program, as applicable;
- f. The academic program in which Student will participate and the awarding of such University of California credit as University shall specify;
- g. Procedures for reporting incidents of sexual harassment;
- h. Provision of insurance to Student by University, pursuant to the terms of the UCEAP Insurance Plan coverage during EAP. This mandatory insurance plan will be purchased by University on behalf of Student. The plan includes a limitation of University's obligation and liability for provision of medical and other health services to Student, and the obligation of Student to accept financial responsibility for all medical services not covered under said policy either through personal resources or through supplemental insurance.

STUDENTS WITH DEPENDENTS AND/OR TRAVELING COMPANIONS

2. Student understands and agrees that it is his/her responsibility to notify Program if he/she proposes to take a Dependent (s) (spouse/registered domestic partner (same sex) and/or dependent(s)) and or traveling companions abroad.

2.a Student understands that traveling with a Dependent(s) and/or traveling companions is not feasible in all programs. Program must review all requests in advance.

2.b Student understands that the Program accepts no responsibility for Dependent(s) and/or traveling companions accompanying students.

2.c Student understands and agrees that the entire cost of housing, travel, and any other arrangement for Dependent(s) and/or traveling companions will be the Student's responsibility.

2.d Student understands that the Program strongly encourages Student traveling with Dependent(s) abroad to purchase adequate insurance coverage that will cover the Dependent(s) anywhere in the world, and facilitates for the Student the possibility of purchasing for Dependent(s) the same coverage that is available to Student through the UCEAP Insurance Plan. Traveling companions are not eligible.

2.e Student understands and agrees that failure to comply with these requirements may result in non-admission to or dismissal from the Program.

PUBLICITY CONSENT

3. Student authorizes the program to use his/her name and any images (such as photos or video), recordings, or any submitted testimonials for publicity purposes of the Program in publications, the UCEAP website, audio-visual presentations, and other related media. Any copyright-protected work which Student deliberately submits or includes as part of a recording used by the Program are either the Student's own property or work for which Student has permission to use. Student understands that Program may, without limitation, exercise all ownership rights including copyrights relating to images, recordings or testimonials.

FINANCIAL INFORMATION

Program Fees and Supplemental Charges

All fees are subject to change without notice. Every effort will be made to keep fees stable; however, given continuing budget uncertainties and fluctuations in foreign currencies, circumstances may require an adjustment during the year.

Any unpaid fees resulting in collection activity by the Program or its agent may be subject to interest assessed at the rate of 10 percent per annum plus costs of collection.

Student is responsible for determining if account has an outstanding balance each month and for resolving all payments by the due date.

If Student's account becomes delinquent, a block may be placed on Student University of California records and future registration. UCEAP records and grades may also be withheld and not reported to the student's UC campus until the balance is cleared.

Financial aid students are required to pay within stipulated deadlines. If awards do not fully cover payments due, students must pay at least the minimum amount due as indicated on the payment voucher. If financial aid awards are revised, resulting in a balance due, students must pay resulting balance due within 30 days of the revision.

Student is responsible for updating his/her mailing and e-mail addresses in MyEAP.

4. Student shall pay to the University the following fees:

- i. Specific Program fees listed in the UCEAP Undergraduate Student Budget Worksheet;
- ii. Miscellaneous campus fees;
- iii. Supplemental fees or surcharges in effect for the term(s) of enrollment in Program, applicable to special status students, for example graduate students or double majors, certain professional school students, or any other status or classification subject to supplementary fees established by the University, UC campus, or Program;
- iv. In cases when Program pays costs for student services abroad, Student is responsible for paying any additional costs if Student chooses optional housing or other supplemental options that may be available abroad;
- v. UC Non-Resident Tuition applicable to students classified as Non-Resident of the State of California for purposes of UC fees;
- vi. Fee increases as may be established by the University, UC campus, or Program;
- vii. Participation Fee: \$600.00;
- viii. Payment Plan Fee: \$25.00;
- ix. Late Payment Fee: \$50.00 (Payments must be received by the due date indicated on the program payment voucher. To avoid this charge, payments must be received by the stipulated deadline. Failure to receive a reminder billing e-mail from UCEAP's Finance Unit does not relieve students of the responsibility to pay UCEAP Program costs on time along with any penalties owed.);
- x. NSF (non-sufficient funds/returned item) Fee: \$25.00 first time; \$35.00 each time thereafter. (Student may be required to make repayment with cash, cashier's check, or money order.)

4.a. Payment of all fees, which are subject to the conditions established by the University, shall be made by Student in compliance with the UCEAP payment schedule. Payment(s) from Student shall be issued to "The Regents of the University of California" and mailed to the University Systemwide Office of the Education Abroad Program, 6950 Hollister Avenue, Suite 200, Goleta, California 93117-5823.

4.b. University reserves the right to increase any of its educational fees or incidental costs, and non-resident student tuition fees applicable to University of California students generally. Changes will be posted on the UCEAP website in a timely manner.

4.c. Student understands that the Program is subject to modification or cancellation because of natural disasters, political instability, insufficient participation or other causes. Student understands that if one of these occurs, Student may not have any fees or expenses refunded. Student understands that if Student leaves or is excluded from the program for any reason there will be no refund of fees paid or expenses incurred.

Cost of Transportation To and From Study Center

5. Student understands that certain programs may offer group transportation arranged by Program, and in such an instance the Student understands that the cost of transportation to and from the Study Center shall be paid by Student as an individual and in no instance shall be paid by the University or Program.

It is further understood that maximum participation in any group transportation arranged for the Program is necessary to obtain the most favorable rates, departure dates, and arrangements upon arrival in the host country; therefore, when group transportation is arranged, Student is expected to participate unless Student informs University in writing of independent travel arrangements.

Payment of Personal Expenses During Program

6. Student understands that he/she is responsible for payment of any expenses he/she incurs or that is incurred on their behalf, during the course of the Program, including, but not limited to, medical costs or expenses, rent, utilities, telephone bills, emergency loans, Program Center loans, etc. Student should keep receipts for all such payments.

Student is also responsible for any damages he/she may cause during the course of the Program, including damage to housing or other property. If Student fails to meet these responsibilities and University pays the expense incurred or caused by Student, then University will recharge those expenses to Student plus an administrative fee.

6.a Student understands and agrees that it is his/her responsibility to have sufficient funds available while participating in the Program and for his/her return transportation from the host country.

Program Withdrawal dates and Withdrawal Fee

7. The parties understand that withdrawal by Student from the Program, pursuant to Section 8 below, whether or not authorized by University, and termination of Student's participation in the Program, pursuant to Sections 11 and 11.a. below, whether or not voluntary on the part of Student, shall not diminish or otherwise affect Student's obligation to make to University any and all payments specified by this Agreement. It is further understood that Student must be in good academic standing on his/her UC campus before participation in the Program. In addition, Student must maintain good academic status, as determined by University, during participation in the Program.

Student understands that the University incurs administrative expenses in the event Student withdraws before commencement of the Program pursuant to the [Withdrawal from UCEAP chapter in the UCEAP Guide to Study Abroad](#). Student who withdraws or fails to complete the Program is subject to University fees and penalties in accordance with UC Refund Procedures, and to host institution, institution or third-party service provider fees and penalties. Student agrees that the sum of Five Hundred Dollars (\$500.00) shall be considered a Withdrawal Fee and will be assessed by the University as fixed, liquidated, and agreed upon damages should Student withdraw or be withdrawn from the Program.

Payment of such liquidated damages shall be in addition to the requirement of Student to fully perform his/her obligation under this Agreement as previously specified, including the obligation to pay for any and all costs expended by University on behalf of Student, including but not limited to lodging, transportation, and student insurance fees.

Student will be charged University unrecoverable costs and fees if student withdraws any time after the deadline ([[Withdrawal Date]]) stipulated in the Statement of Understanding of student's Application that student has already signed. Additional penalties, including unrecoverable program costs and fees assessed by a host institution or third-party service provider abroad, may apply according to deadlines established by those entities.

Student may need to repay excess financial aid that was disbursed to Student prior to withdrawal.

A \$500.00 withdrawal fee and all unrecoverable costs will be assessed to students who, if the program to which they are extending has begun, cancel their approved Request for Final Approval (RFA) or a submitted Petition to Extend after the submission deadline dates listed on the form.

Should a student or former student fail to pay a fee and/or a debt owed to the Program, the Program may "withhold permission to register, to use facilities for which a fee is authorized to be charged, to receive services, materials, food or merchandise or any combination of the above from any person owing a debt" until the debt is paid (see Title 5, California Code of Regulations, Sections 42380 and 42381). The Program may also withhold grades from release, including release to the student's home campus registrar.

STUDENT CONDUCT

Full-Time Program Participation

8. Student understands that the academic aspects of the Program are such that participation by Student in the Program for the full UCEAP academic term(s) is necessary to achieve the academic objectives and requirements of the Program and the full performance of this Agreement.

Student agrees not to withdraw from the Program, including the Intensive Language Program where applicable, before the completion of the Program, unless Student is first granted, by Program, express written authorization to

withdraw. Withdrawal without prior authorization will constitute a breach of this Agreement and a violation of University and Program rules and regulations. In any case of withdrawal, with or without permission, Program and University, at their sole and exclusive discretion, shall impose academic penalties, discipline, and fines upon Student as it deems appropriate under the circumstances.

Completion of Required Program or Host Institution Documentation and Communication with Program Officials

9. Student agrees to complete and return by Program and host institution specified deadlines, all documents and forms provided by the Program, and understands that failure to do so may result in disciplinary action, including dismissal from Program. Student agrees to respectfully comply with the directions of a Program, University, or host institution official acting in the performance of his or her duties.

9.a Student is required to have an email address, and updated contact information, on file through MyEAP for official Program correspondence and to check email periodically. Program officials will be sending important information to Student using this address. Student will be responsive to Program officials and its partners from the time of application through the end of the program. Student understands that failure to respond in a timely manner to Program officials and its partners may lead to dismissal.

Arrival Abroad for Mandatory On-Site Orientation

10. Student agrees to arrive and be present for on-site orientation on the date and at a place and time specified by the Program, and understands that if he/she arrives late or is not present for the mandatory on-site orientation, he/she may be dismissed from the Program.

Standards of Conduct

11. Student understands that the international implications of this Agreement are such that the good conduct of Student during the course of the Program is of critical importance. Student agrees to read, understand, and abide by the UCEAP Student Conduct and Discipline and Academic Conduct policies as outlined in the [UCEAP Guide to Study Abroad](#).

Student agrees to regularly attend all classes for which Student is registered and to conform to all applicable rules, regulations, and policies of the host institution and the University of California. Student is expected to maintain good academic standing as determined by University (minimum GPA of 2.0 or as required by the host institution) for each term of Program participation. Failure to maintain good academic standing may result in probation or dismissal from the Program.

Student understands that misconduct abroad can lead to dismissal from the Program, loss of academic credit, and UCEAP health insurance coverage. It may also result in a decision by Student's UC campus to impose further sanctions, such as suspension or dismissal from the University of California.

Misconduct abroad refers to Student's actions that violate student conduct policies or that, in the judgment of the Study Center Director and/or other officials of the Program, obstruct the progress of the Program in any way, and/or risk Student's own welfare or that of fellow students and/or the Program.

Such actions include, but are not limited to, the following:

- a. Threats or the use of physical and/or verbal violence/abuse;
- b. Violation of the laws of the country or host institution;
- c. Open abuse of the customs and mores of the community;
- d. Damage to or destruction of property of others;
- e. Alcohol or substance abuse;
- f. Harassment of any kind; physically or verbally abusing or threatening any Program member and/or host institution officials;

- g. Eviction from one's lodging;
- h. Obstruction or disruption of teaching, research, administration, disciplinary procedures, or other University activities;
- i. Disrespectful, rude, aggressive communication or actions toward others, and uncivil behavior/communication (e.g. talking back, willfully ignoring Program and/or host institution communications, physical/psychological intimidation, culturally insensitive behavior, name calling, etc.) with any official associated with the Program;
- j. Bias-motivated behavior (e.g. disability, sexual orientation, race, religious, ethnicity, etc.);
- k. Unauthorized absence from classes and/or from the Study Center;
- l. Exceeding the number of unexcused absences from class allowed for the Program;
- m. Failure to register in and/or maintain a full-time course and/or unit load at the host institution as specified by UCEAP requirements throughout the duration of the Program;
- n. Failure to submit a completed Registration Study List via MyEAP by the deadline set by the Study Center Director, Liaison Officer, or other Program official;
- o. Academic misconduct (cheating, fabrication, forgery, plagiarism, or facilitating academic dishonesty).

Dismissal Due to Misconduct or Low Academic Achievement

11.a Student agrees that if a Program official determines that the conduct or academic performance of Student is such that the Student should not continue in the Program, the official may advise Student that Student is being dismissed from the Program, along with the reasons for dismissal. In the event of a dismissal, University and/or Program shall not be required to refund to Student any payment or portion thereof made to University and/or Program.

UCEAP Substance Abuse Policy

11.b Student understands that it is his/her personal responsibility not to abuse alcohol and/or other drugs. If student chooses to consume alcohol, he/she will do so responsibly. Student accepts all responsibility for any actions, liability, or risks that Student engages in while under the influence of alcohol or other drugs.

All University of California substance abuse policies apply to UCEAP students while abroad. Students violating these policies or violating the [UCEAP Substance Abuse Policy](#) will be subject to disciplinary action as set forth in the UCEAP Student Conduct and Discipline Policy.

Operating Vehicles Abroad

12. The Program strongly discourages students owning, renting, leasing, or operating vehicles while participating in the Program. Operating a motor vehicle abroad can be extremely hazardous, creating a significant risk for students (including death), other motorists and pedestrians.

Unfamiliar driving laws, roads, traffic congestion, poorly maintained vehicles, signage and road conditions, driving on an unfamiliar side of the road, or car, and limited knowledge of local traffic laws and local rules of the road, increase your risks while driving abroad. Insurance requirements or other financial responsibilities, and laws and court systems vary by country. If, however, Student chooses to operate a motor vehicle while abroad, Student recognizes that he/she will do so at his/her own risk and that Program assumes no financial, legal, medical responsibilities or other assistance should Student be involved in an accident while operating a motor vehicle.

HEALTH AND SAFETY

13. Student understands that living in a foreign country may involve health and other personal risks. Student understands that he/she has a role to play in minimizing potential dangers and Program expects Student to participate actively in minimizing his/her risks while abroad. Student assumes responsibility for his/her own personal safety and the security of his/her personal belongings.

The Program has established policies and procedures to help Student minimize personal risk exposure and enhance his/her safety. Student understands that his/her own conduct is the central factor in promoting individual safety and well-being. Staying safe and secure during Program is a partnership with Program and it requires Student to take personal responsibility for observing culturally appropriate behavior, exercising sound judgment and abiding by Program policies and procedures.

Student agrees to complete honestly, accurately, and fully all required predeparture health forms. Student authorizes UCEAP to release the completed health clearance form (that may include medical information) to the parties involved in placement in a host institution and to government or other relevant agencies, as necessary, on a need to know basis.

Student understands and agrees that it is Student's responsibility to determine, in consultation with licensed health practitioners, whether Student should participate in the Program. Student understands that it is critical to consult with a health-care provider to determine what he/she will need, depending on factors such as personal health and immunization history, areas of the country Student will be visiting, and planned activities. Student further agrees to conform to applicable host institution health regulations and/or host country medical examination requirements for visa application.

Student is required to successfully complete an online travel health education certification course for selected programs. This course provides information on required and recommended vaccinations, prophylaxes, and health management.

Student understands that before traveling he/she should consult with a health-care provider who specializes in Travel Medicine to learn about vaccine-preventable diseases. Student understands that if he/she has a medical condition, he/she should also share all travel plans, and program-specific information, with any doctors Student is currently seeing for other medical reasons.

Student understands and agrees that in the unlikely but possible event of an infectious disease health warning, Student will comply with all directives, including relocation and mitigation directives, whether these are delivered by local government authorities, the University, the Program, the host institution or other agents of the Program. Student understands that failure to do so may result in discipline, including dismissal from the program without any refund or recourse.

Student agrees to exercise reasonable and recommended precautions while abroad with respect to basic health protective measures, food, drink, personal hygiene, personal conduct, and exposure to known disease risk factors. Risk factors include, but are not limited to, mosquito bites (malaria, where applicable), viral respiratory illnesses, infectious diseases, and sexual contact and behavior (HIV/AIDS and other sexually transmitted diseases).

Termination Due to Non-Compliance with Health Clearance and Online Travel Health Course Requirements

13.a The Program may terminate this Agreement at any time if the Program learns, at any time that Student has failed to comply with the requirements for participation, which are set forth in the [Confidential Health History](#), [UCEAP Health Clearance](#) forms and the [Online Travel Health Course](#) in accordance with Program guidelines. Student must obtain health clearance screenings and travel medicine education, and submit forms to Program by the given deadlines before departure.

SAFETY

Student understands that Program cannot guarantee the safety of participants or ensure that risk will not at times be significantly greater than on a UC campus. Student understands that Program cannot monitor the daily personal decisions, choices, and activities of individual participants any more than is the case on the UC home campus. Student understands that he/she has significant responsibility for his/her own security and that personal conduct can have an impact on their and others' security. Student understands that he/she must follow Program security and conduct policies and procedures, be sensitive to their surroundings and able and willing to adapt to possible changing threats. Student understands that security and safety while on Program is a cooperative effort between Program and Student. Student understands that standards for public and charter transportation services, and building and housing safety codes in foreign countries are not the same as those in the United States, and Student agrees to accept attendant risks if he/she chooses to use such services.

Student understands and agrees that in the unlikely but possible event of a program emergency that generates a safety warning, Student will comply with all directives, including relocation and mitigation directives, whether these are delivered by local government authorities, including relocation and mitigation directives, whether these are delivered by local government authorities, the University, the Program, or other agents of the Program. Student understands that failure to do so may result in discipline, including dismissal from the program without any refund or recourse.

Communication Requirement

Student understands that maintaining contact with Program and Program representatives, or with parties acting on behalf of Program, is very important for safety, health and emergency purposes. Student agrees to select and utilize appropriate and ongoing communication links with these officials. Student also agrees to maintain ongoing contact with family and/or other support structure.

UCEAP Student Travel

13.b Student understands that he/she is responsible for self during personal travel and will inform Program and Program representatives abroad of his/her itinerary and emergency contact information when traveling at any time.

13.c Student understands and agrees that Student has read and will comply with the [UCEAP Student Travel Policy](#) when traveling during any Program break, if available.

AGREEMENT MODIFICATION AND/OR TERMINATION

14. Program may modify any terms of this Agreement as necessary before Student's departure.

14.a Program, in its sole discretion, may modify this Agreement with respect to any costs, dates, times, methods, schedules, sites, or elements or details of any program, as long as any such modification contains a reasonably comparable substitution for the terms of this Agreement.

14.b Program, in its sole discretion, may end this Agreement, and shall have no obligation to place Student in any institution with which University/Program, through its Program, has a contractual relationship, provided that Program returns to Student payments made by Student to Program, in accordance to Section 4 above, unless the termination is in accordance to the terms of Sections 11 and 11.a above.

It is expressly understood by the parties to this Agreement that the Program reserves the right to terminate and/or suspend the Program at any time it deems the safety or welfare of students is at risk. If the Program or substantial portion thereof must be limited or closed due to an emergency or natural disaster, the Program may terminate this Agreement without prior notice. In no event shall the University of California be obligated to provide alternate classes, activities, or facilities to the Student or rebuild or replace any affected premises.

HOST INSTITUTION MODIFICATIONS

15. Student agrees and understands that Program shall not be responsible for modifications or changes made by the host institution with respect to the academic term(s) calendar or for the provision of room and board, local transportation, which may be specified under the terms of this Agreement.

STUDENT AGREEMENT TERMS AND CONDITIONS

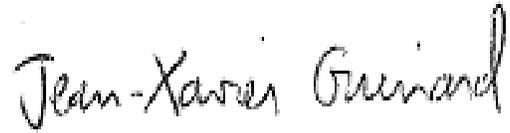
16. This Agreement contains all the terms and conditions to which the parties have agreed and there are no other understandings or representations, oral or written, regarding the subject matter of this contract. Any modification of this Agreement must be in writing and signed by each party, except as provided in Section 14.a above.

WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

17. Student agrees to electronically sign the mandatory Waiver of Liability, Assumption of Risk, and Indemnity Agreement before departure.

By so signing, Student agrees that he/she has read and understood this Agreement. According to California law (Government Code Section 16.5), the use of a digital signature shall have the same force and effect as the use of a manual signature.

Student's Signature: _____ [[Student Name]] _____ Date: _____ Not signed _____



Jean-Xavier Guinard
Associate Vice Provost and Executive Director

The signature of the parent/guardian is only necessary if the student is a minor.

UNIVERSITY OF CALIFORNIA EDUCATION ABROAD PROGRAM

I (a) am the parent or legal guardian of the above minor student, (b) have carefully read the foregoing Student Agreement (including such parts as may subject me to personal financial responsibility), (c) am and will be legally responsible for the obligations and acts of the minor student as described in this Student Agreement, and (d) agree for myself and for the student to be bound by its terms.

Parent/Guardian Signature of Minor Student: _____
(The signature of the parent/guardian is only necessary if the student is a minor.)

[Print extra copy for your personal records]