



UNIVERSITY OF CALIFORNIA, EDUCATION ABROAD PROGRAM

STUDENT AGREEMENT

(This is your contract with the University.)

You are required to read, understand, abide by all its terms, and sign this document.)

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 is your contract with the University. It articulates the University's expectations regarding your financial obligations with University and expectations of University regarding Student standards of conduct, academic, behavior, personal health and safety, and respect of 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 understands that participation in the University of California Education Abroad Program (“Program”) is conditioned on compliance with the terms and conditions set forth below. 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 by the Program.

Student acknowledges that responsible participation in the Program is a partnership between University and the Student and agrees to actively participate in pre-departure

preparation and onsite orientation. Student voluntarily and willingly accepts his/her role and responsibility in reference to responsible participation in the Program.

Student understands that he/she 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.

PRE-DEPARTURE PREPARATION AND ARRIVAL INFORMATION

Important information is shared with Student through the online [UCEAP Program Guide](#) and the [UCEAP Guide to Study Abroad](#).

Student agrees to assume responsibility for all the elements necessary for his/her preparation for the Program including, but not limited to, reading both guides, the [UCEAP Travel Insurance policy online publication](#), and all other program-related materials. This information is incorporated into, 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 the following:

1. Air and surface transportation to location of host institution and intensive language program, as applicable;
2. Required pre-departure orientation;
3. Mandatory on-site orientation(s), field trips and workshops in host country, and consequences of non-attendance;
4. Intensive language program, as applicable;
5. Room and board during the regular academic term(s) and during orientation and intensive language program, as applicable;
6. The academic program in which Student will participate and the awarding of

University of California credit as specified by University;

7. Procedures for reporting incidents of sexual violence, including sexual harassment;
8. Host institution/partner institution policies and regulations;
9. Provision of required travel insurance to students by University, which includes illness and accident coverage, medical and security evacuation and repatriation of remains and non-medical benefits. This policy premium will be paid by University. The UCEAP travel insurance is a non-waivable participation requirement. The travel policy does not meet Minimum Essential Coverage (MEC) as required by the Federal healthcare law, the Affordable Care Act (ACA). It is designed for study abroad coverage exclusively and does not satisfy a Student's individual obligation to secure the MEC requirement for every month of the year, or face a financial tax penalty. Generally, U.S. citizens living or studying abroad are subject to the same individual shared responsibility provision as U.S. citizens living in the United States.

The travel insurance policy includes a limitation of the 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.

Student accepts financial responsibility for all medical services not covered under said policy either through personal resources or through supplemental insurance.

Undocumented Students and Deferred Action for Childhood Arrivals (DACA) Students

If Student is undocumented we strongly encourage Student not to leave the country.

Student who has been granted DACA are strongly encouraged to consult an immigration attorney to evaluate the risks of traveling abroad with Advanced Parole. These risks include potentially being unable to re-enter the United States. If Student has not been

granted Advanced Parole, we strongly encourage you not to leave the country.

If Student is currently enrolled at UC Davis, UC Irvine, UCLA, UC Merced, UC Riverside, UC San Diego, UC San Francisco, UC Santa Barbara, or UC Santa Cruz, Student must contact the UC Undocumented Legal Services Center at ucimm@law.ucdavis.edu to consult with an immigration attorney free of charge.

STUDENTS WITH DEPENDENTS

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)) abroad.

Student understands that he/she must submit a Memorandum of Understanding (located in the Program Pre-Departure Checklist) in advance of the program start date.

Student understands that traveling with a Dependent(s) is not feasible in all programs. Student understands that the Program accepts no responsibility for Dependent(s) accompanying students.

Student understands and agrees that the entire cost and procurement of housing, travel, visa and any other arrangement for Dependent(s) will be the Student's responsibility.

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 Travel Insurance Policy](#).

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

PUBLICITY CONSENT

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. If you do not want to authorize the Program to use your name, image, or submitted testimonials/works for publicity purposes, you may opt-out by e-mailing publicityoptout@eap.ucop.edu.

FINANCIAL INFORMATION

Student Contact Information

Student is responsible for updating his/her mailing and e-mail addresses in MyEAP before, during, and after the Program.

Billing and Payment

Student is responsible for the payment of tuition, room, board, activity fees, extra course fees, library fines, or other fees incurred by Student by the due date. Student understands that by signing below he/she is consenting to receive tuition statements, tax forms (1098-T), and other related information electronically.

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.

University and Program Fees are Subject to Change

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.

Unpaid Fees

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.

Delinquent account

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

Student authorizes the Program, and its agents, representatives, attorneys, and contractors (including collection agencies) to contact Student through mobile phone, home phone, and email, including by text, automated message calls, or auto dialer.

Fees

Student understands that he/she is responsible to pay the University the following fees:

1. Specific Program fees listed in the UCEAP Undergraduate Student Budget Worksheet;
2. Miscellaneous campus fees;
3. 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;
4. 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;
5. UC Non-Resident Supplemental Tuition applicable to students classified as Non-Resident of the State of California for purposes of UC fees;
6. UC campus mandatory health insurance premium paid directly to the Student's home UC campus;
7. Fee increases as may be established by the University, UC campus, or Program;
8. Participation Fee: \$600.00;
9. Payment Plan Fee: \$25.00;

10. Late Payment Fee: \$50.00:

Payments must be received by the due date indicated on the program payment schedule. To avoid this charge, payments must be received by the stipulated deadline. Program will not send reminder billing emails. Failure to receive a reminder e-mail will not release Students of the responsibility to pay Program on time along with any penalties owed.

11. 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.

Payment of Fees

Payment of all fees, which are subject to the conditions established by the University, must be made by Student in compliance with the UCEAP payment schedule.

Student must issue payment(s) to "The Regents of the University of California" and mail to the University of California Systemwide Office, Education Abroad Program, 6950 Hollister Avenue, Suite 200, Goleta, California 93117-5823.

MyEAP Student Account Review

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

Financial Aid Students

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 schedule. If financial aid awards are revised, resulting in a balance due, students must pay resulting balance due within 30 days of the revision.

Student will be required to repay any excess financial aid that was disbursed to Student.

Program Changes/Cancellations and Refunds

Student understands that Program is subject to modification or cancellation because of natural disasters, political instability, insufficient participation or other causes beyond its control. Student understands that if one of these occurs, Student may not have any fees or

expenses refunded.

Cost of Transportation To and From Program

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

Student understands 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. When group transportation is arranged, Student is expected to participate unless Student informs University in writing of independent travel arrangements and an explanation of extenuating circumstances to release Student from the group travel.

Payment of Personal Expenses and Damages During Program

Student understands that he/she is responsible for payment of any expenses he/she incurs or that is incurred on Student's behalf, during the course of the Program. This includes but is not limited to medical costs or expenses, rent, utilities, telephone bills, emergency loans, Program Center loans, etc. Student should keep receipts of 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 Program pays the expense incurred or caused by Student, then Program will recharge those expenses to Student plus an administrative fee.

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.

UCEAP Program Transfer Fee

Once Student has been selected into a UCEAP Program, he/she will be allowed to transfer the application to another UCEAP program without financial obligation, except for any third party provider fees, until the pre-departure withdrawal date of the original program.

If Student chooses to transfer the application to another UCEAP program after the pre-departure withdrawal date, Student will be financially responsible for a \$200.00 program transfer fee, as well as any third party provider fees.

This transfer must be done no less than 2 weeks before the original UCEAP program's

official start date. If the transfer occurs after that date, Student will be assessed full withdrawal fees pursuant to the [Withdrawal chapter in the UCEAP Guide to Study Abroad](#). Students must contact their campus study abroad advisor to initiate this process.

Program Withdrawal Dates and Withdrawal Fees

When Student decides to enroll in Program, Student commits not only to thoroughly prepare to have a successful experience but also to a significant investment of money. Before applying to any Program, University urges Student to plan carefully and be completely familiar with the withdrawal and refund policies, which supersede any campus policies for withdrawal from on-campus programs. Program withdrawal fees are assessed because an education abroad program requires a significant amount of advanced planning, administrative expenses, and costs on the part of University. The official withdrawal date is a key component of this process.

Student must withdraw by the UCEAP pre-departure withdrawal deadline ([[Withdrawal Date]]) to avoid UCEAP fees. Student is responsible for talking to the campus EAP office about withdrawal procedures. On some campuses, talking to a campus EAP staff member may not be considered an official request.

Third-party Provider Fees

Student understands that Program may include costs for additional services provided by a host university/institution, or third-party provider abroad.

Student will be responsible for these additional costs in the event of Student withdrawal after the third-party deadline.

Student agrees and understands that these additional program costs are not within the control of UCEAP.

Student understands they must consult their UCEAP Program Budget and Program Specific Guides on the UCEAP website and/or the UCEAP Finance Accountant for their program, to determine how these costs and fees may affect them.

UCEAP Withdrawal Fee Amount

Student understands and agrees that if Student withdraws, or fails to report a withdrawal as stipulated by Program and campus policies, Student will be charged a non-refundable Five Hundred Dollar (US\$500.00) fee.

Third-party Withdrawal Fee Amount

Student understands that third-party program withdrawal fees and penalties can be

substantial, from hundreds to thousands of dollars.

Student understands that the Program cannot unilaterally mandate a waiver of penalties imposed by other organizations for any reason or alter the policies, terms, or conditions of the host institution or third-party. This fee will not be refundable, in whole or in part, in the event the Student withdraws (voluntarily or involuntarily), or is dismissed from the program, regardless of the reason for withdrawal or dismissal.

Withdrawal Before Start of Program and After Withdrawal Deadline

Student understands that the Program incurs administrative expenses in the event Student withdraws before commencement of the Program in accordance with the [Withdrawal chapter in the UCEAP Guide to Study Abroad](#).

Student who withdraws or fails to complete the Program due to voluntary withdrawal or administrative withdrawal is subject to Program fees and penalties in accordance with UC Refund Procedures, and to host institution, or third-party provider fees and penalties.

Student will be charged by University unrecoverable costs and fees if Student withdraws or is administratively withdrawn any time after the deadline ([[Withdrawal Date]]) stipulated in the Statement of Understanding, which is a contract that the Student signed when Student applied. Additional penalties, including unrecoverable program costs and fees assessed by the host institution or third-party provider abroad may apply according to deadlines established by those entities. It is the Student's responsibility to inquire as to the estimated non-recoverable costs incurred at the time of withdrawal.

Withdrawal Once Program Begins and Before Completion of Program

Student understands that the Program incurs administrative expenses in the event Student withdraws after commencement of the Program in accordance with the [Withdrawal chapter in the UCEAP Guide to Study Abroad](#).

The parties understand that 1) withdrawal by Student from the Program, before the completion of the program for any reason, whether or not authorized by Program, and 2) termination of Student's participation in the Program due to low academic achievement or disciplinary misconduct, whether or not voluntary on the part of Student, will not lessen, or otherwise impact Student's obligation to pay the University, and third-parties, any and all payments as specified by this Agreement.

Student who fails to complete the Program due to voluntary withdrawal, dismissal, or administrative withdrawal for any reason is subject to Program fees and penalties, in accordance with UC Refund Procedures and to host institution, or third-party fees and penalties that can be substantial, from hundreds to thousands of dollars. Student understands that the Program cannot unilaterally mandate a waiver of penalties imposed

by other organizations for any reason or alter the policies, terms, or conditions of the host institution or third-party.

Student agrees and understands that return transportation and all other expenses caused by any withdrawal or dismissal from the program shall be Student's personal financial responsibility.

Extension Students

If Student retracts his/her extension request after approval, Student is responsible for paying the non-refundable Five Hundred Dollar (US \$500.00) UCEAP withdrawal fee and any non-recoverable costs.

Student Obligation to Pay

Payment of unrecoverable amounts and the withdrawal fee(s) will be in addition to the requirement of Student to fully perform his/her financial obligations as specified in this Agreement, which include the obligation to pay for any and all costs spent by Program on behalf of Student, including but not limited to lodging, transportation, and non-UCEAP student insurance fees, if applicable.

Entering into an Extended Payment Plan does not fulfill the financial obligations for the Program until the outstanding balance on the extended payment plan is paid in full. Therefore, a student is not eligible for participation in a subsequent UCEAP program until any outstanding balances are paid in full.

Failure to Pay

Student understands that if Student, or former student, fails to pay any Program 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.

1098-T Delivery

Student consents to obtain the 1098-T form exclusively online from UCEAP once for current and future years. Student can withdraw consent by communicating with UCEAP Student Finance.

STUDENT CONDUCT

Full-Time Program Participation

Student understands that the academic aspects of the Program, including the required number of units and courses, 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

Student agrees to complete and submit 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 or administrative withdrawal from the Program.

Communication with Program Officials

Student agrees to respectfully comply with the directions of a Program, University, or host institution official acting in the performance of his/her duties.

Student is required to maintain current contact information at all times, including email address and contact information abroad, through MyEAP, for official Program correspondence.

Student understands that Program officials will send important information using the email address entered in MyEAP. Student understands that Program expects Student to access email address as entered in MyEAP and read email promptly and consistently throughout the program. Student understands that Student's failure to receive and read University communications in a timely manner does not absolve Student from knowing and complying with the content of such communication.

Student understands that he/she may elect to redirect (auto-forward) email sent to the address as entered in MyEAP. Student who redirects email from the email address entered in MyEAP to another address do so at his/her own risk. If email is lost as a result of forwarding, it does not absolve the Student from the responsibilities associated with

communications sent to the email address entered in MyEAP.

Student agrees to update his/her MyEAP account if any contact information changes.

Student will read and respond promptly and courteously to all official Program correspondence.

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 Official Start/Arrival Date and Mandatory On-Site Orientation

Arrival:

Student agrees to arrive at the place, date, and time provided in the official UCEAP calendar and/or in the UCEAP arrival instructions included in the Pre-Departure Checklist for the program.

Onsite Orientation:

All sessions during orientation are required, and programming is specifically designed to assist Student with academic, cultural, social, etc. transition to UCEAP.

Student agrees that Student must be present for all on-site orientation sessions and activities on the date and at the place and time specified by the Program as essential information is provided.

Student understands that if he/she does not arrive by the official arrival/start date of the program or is not present for the mandatory on-site orientation, he/she may be dismissed from the Program, and is subject to Program fees and penalties in accordance with UC Refund Procedures, and to host institution, or third-party provider fees and penalties.

Standards of Student Conduct

Student understands that the international implications of this Agreement are such that the good conduct of Student during the Program, within and outside the Program, is critically important. While enrolled in the Program, Student understands that he/she is an ambassador of the U.S.A. and the University of California at all times and is aware of the expected behavioral responsibility while participating in the Program.

Students are members of both society and the University community, with attendant rights and responsibilities. Student understands that he/she will be held to a higher standard of conduct and level of personal responsibility while on Program.

Student understands that he/she is expected to comply with all local laws and customs, and with University policies and host institution regulations. Student understands that as a guest in a foreign country, there are certain behaviors that are considered unacceptable and could lead to possible disruption of the program.

Student understands that Student's conduct can have an effect on self, other participants, partner institution, Program, and the University. Student agrees to exhibit the highest form of good manners, civil behavior and respect for the Program community. Student agrees to accept responsibility for his/her own decisions and actions.

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 understands that infractions of any UCEAP policies, can lead to dismissal from the Program, loss of academic credit, and [UCEAP travel 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.

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.

It is not possible to list all acts of misconduct/disorderly conduct that can occur while on the Program. 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, Program working relations with local governments and Program educational partners.

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

1. Threats or the use of physical and/or verbal violence/abuse;
2. Violation of the laws of the country or host institution;
3. Open abuse of the customs and mores of the community;

4. Damage to or destruction of property of others;
5. Alcohol or substance abuse (including coming to class under the influence of alcohol or controlled substances);
6. Harassment of any kind; physically or verbally abusing, disrespecting, or threatening any Program member and/or host institution official;
7. Stalking behavior in which Student repeatedly engages in a course of conduct directed at another person;
8. Eviction from one's lodging;
9. Obstruction or disruption of teaching, research, administration, disciplinary procedures, or other University activities;
10. Inappropriate, 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, willful or malicious maligning of any member of the UCEAP community, use of obscene or profane language, etc.) with others, particularly any official associated with the Program;
11. Disorderly or lewd conduct (e.g. of disorderly conduct: rowdy and drunken behavior, fighting, vandalism, assaults, destruction of property, and loud parties, menacing, harassment, or intimidation);

12. Participation in a disturbance of the peace (e.g. disturbing others with loud, unnecessary, and unreasonable noise/partying; operating any sound amplifying system, particularly at night, fighting/instigating a fight in a public place, offensive language, fighting);
13. Failure to comply with directions of a Program official or other official(s) acting on behalf of Program;
14. Bias-motivated behavior, intentionally or unintentionally (e.g. disability, sexual orientation, race, religion, ethnicity, size, age, etc.);
15. Unauthorized absence from classes and/or from the Study Center;
16. Exceeding the number of unexcused absences from class allowed for the Program;
17. 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;
18. 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;
19. Academic misconduct (cheating, fabrication, forgery, plagiarism, or facilitating academic dishonesty);
20. Unwillingness to cooperate with Program officials and/or officials acting on

behalf of Program.

Dismissal Due to Misconduct or Low Academic Achievement

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 is not required to refund to Student any payment or portion thereof made to University and/or Program. Students violating these policies will be subject to disciplinary action as set forth in the [UCEAP Student Conduct and Discipline Policy](#).

UCEAP Substance Abuse Policy

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 and in accordance with local laws applicable to the host institution. 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

The Program strongly discourages students owning, renting, leasing, or operating vehicles while participating in the Program.

Student understands and agrees that operating a motor vehicle abroad can be extremely hazardous, creating a significant risk (including death), for Student and other motorists and pedestrians.

Student understands that driving on an unfamiliar side of the road, driving an unfamiliar vehicle, and limited knowledge of local traffic laws and rules of the road, will increase Student risks while driving abroad.

Student understands that insurance requirements, personal liability, or other financial responsibilities, and laws and court systems vary by country.

If Student chooses to operate a motor vehicle while abroad in spite of risks involved,

Student recognizes that he/she will do so at his/her own risk and that Program assumes no responsibility to provide financial, legal, medical or other assistance should Student be involved in an accident while operating a motor vehicle.

HEALTH AND SAFETY

Staying safe and healthy during Program is a partnership with Program and it requires Student to take personal responsibility for preparing for the Program, observing culturally appropriate behavior, exercising sound judgment and abiding by Program policies and procedures.

Student understands that living in a foreign country may involve health and safety risks, including personal injury, property theft, civil unrest, unsanitary conditions, substandard public local transportation, etc. Student assumes, knowingly and voluntarily, each of these risks and all of the other risks that could arise out of or occur during Student's travel to, from, in, or around the Program location(s).

Student understands that for health and safety incidences while abroad such as, but not limited to, death, injury, illness, physical or sexual assault, or experience of other sexual misconduct, sexual harassment, arrest, being a victim of a crime, being accused of a crime or failure to attend required Program activities, the host institution may report and disclose information concerning any such incidences to Program officials who need to know.

Student understands that he/she has a role to play in minimizing potential safety and health dangers and will participate actively in preparing to live and study abroad to minimize his/her risks while abroad.

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.

Health

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 agrees to complete honestly, accurately, and fully all required pre-departure health forms. Student understands that participation is contingent upon obtaining a mandatory UCEAP health clearance with a licensed health professional within stipulated deadlines. 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, to UCEAP assistance providers, and to government or other relevant agencies, as necessary, on a need to know basis.

Student understands to seriously consider his/her health and personal circumstance when participating in Program, and agrees that it is Student's responsibility to determine, in consultation with licensed health practitioners, before the program starts, whether Student should participate in the Program.

Student understands 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 world 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 the UCEAP online travel course (OTC) for selected programs. This course provides information on required and recommended vaccinations, prophylaxes, and health management.

Student understands that the OTC is not comprehensive travel advice and agrees to consult with a health-care provider, specializing in Travel Medicine, to learn about vaccine-preventable diseases and personal protective measures against illnesses while traveling.

Student understands and agrees that in the unlikely but possible event of an infectious disease global 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), contact with fresh water (parasites), ingesting contaminated food or drink (bacteria, parasites, viruses, or toxins), sexual contact and behavior (HIV/AIDS and other sexually transmitted diseases), and visiting known high-risk areas for contraction of viral respiratory illnesses or infectious diseases.

Student understands that he/she is solely responsible for his/her medical, psychological and physical wellbeing during the Program.

Student understands that he/she is solely responsible for notifying the Program

immediately of any changes in health history before departure or while on the program. Student understands that failure to provide accurate and complete information, including notifying the Program of any changes, may result in dismissal from the Program.

UCEAP Travel Insurance

The mandatory travel insurance is required and cannot be waived. (The premium for the UCEAP travel insurance is paid by the University of California.) The plan is not intended to replace Student's domestic major medical plan. Coverage anywhere in the world starts 14 days before the first day of the Program and expires 31 days after the last day of the Program.

Safety

Student understands that:

1. Program cannot guarantee the safety of participants or ensure that risk will not at times be significantly greater than on a UC campus;
2. Program cannot monitor the daily personal decisions, choices, and activities of individual participants any more than is the case on the UC home campus;
3. Student has primary responsibility for his/her own security and that his/her personal conduct has a significant impact on his/her and others' security;
4. Student must follow Program security and conduct policies and procedures, be sensitive to his/her surroundings and be able and willing to adapt to possible changing threats;
5. Security and safety while on the Program is a cooperative effort between Program and Student;
6. Student assumes responsibility for his/her own personal safety and the security of

his/her personal belongings;

7. Standards of 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 and occupy such buildings and housing.

Student understands and agrees that in the unlikely but possible event of a program emergency that generates a safety/security warning, Student will comply with all official Program directives, 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.

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

Student must obtain health clearance screenings and travel medicine education, and submit forms to Program by the given deadlines before departure. The Program may dismiss Student at any time if the Program learns, 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 Course (for selected countries) in accordance with Program guidelines.

Requirement for Any UCEAP Student Travel

Student understands that he/she is responsible for self during personal travel. Student understands that if he/she will be away from the host city for more than 24 hours during the program, Student is required to sign out through MyEAP. Student understands that using the Sign Out through MyEAP is required to help UCEAP staff and/or its partners to locate Student swiftly during a crisis or emergency, Student understands that all travel information shared with UCEAP is confidential and will be used by UCEAP officials on a need-to-know basis.

Student understands that he/she is responsible for preparing and reading all UCEAP advice contained in official communications, program guides and the guide to study abroad, iJET International email alerts, and any other official sources (e.g., U.S. State Department, World Health Organization, Centers for Disease Control and Prevention, etc.) about the health and safety situation in areas of, or in the country or countries to which he/she will travel. Student understands that UCEAP strongly discourages

independent student travel to destinations with a U.S. State Department Warning. Student understands that UCEAP may be unable to intervene or assist on his/her behalf once they have left the Program site and that the UCEAP emergency assistance providers may not be able to provide assistance in certain locations.

Student understands that personal travel schedules cannot interfere with academic requirements of Program and agree not to miss any classes or any other academically-related functions.

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.

Communication Requirement

Student understands that he/she is responsible for keeping parents/guardians/emergency contacts informed on an ongoing basis about participation in Program and to provide them with local emergency contact information.

Student understands and agrees to update his/her local contact information through MyEAP once the local address/telephone information is confirmed.

Student understands that Program strongly encourages Student to get a cell phone with a local plan, not exclusively dependent on WiFi, that allows text messaging so local staff can reach out to Student and share instructions with Student, particularly during an emergency.

Student understands that he/she is required to be responsive to UCEAP officials, and its partners, from the time of application through the end of the program.

AGREEMENT MODIFICATION AND/OR TERMINATION

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

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.

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 the *Financial Information Section* above, unless the termination is in accordance to the terms of the *Standards of Student Conduct Sections*

above.

Program Termination

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

Student agrees and understands that Program is not 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

As a condition of participation, Student must sign this Agreement. It 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 the *Agreement Modification and/or Termination* Section above.

WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

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.

READ THIS CONTRACT WITH UCEAP FIRST BEFORE SIGNING IT.

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



Vivian-Lee Nyitray
Associate Vice Provost and Executive Director

The signature of the parent/legal 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/Legal Guardian Printed Name

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

Dated:

[Print extra copy for your personal records]

Document ID: 51
Viewed on 8/11/2017