



UNIVERSITY OF CALIFORNIA, EDUCATION ABROAD PROGRAM
STUDENT AGREEMENT

(This is your contract with EAP.)

Dated: _____
(print date)

The Regents of the University of California (“University”) and _____
 (“Student”) agree as follows: (print student’s name)

Student desires to participate in the University’s Education Abroad Program (“Program”) under the terms and conditions set forth below:

PREDEPARTURE AND ARRIVAL INFORMATION

1. University has published online a *Student’s Guide to EAP* and the *EAP General Information Guide* regarding its Program. Student acknowledges that he/she is responsible for reading both guides, the *EAP 2008–2009 Student Accident and Sickness, Medical Evacuation, Repatriation of Remains, and the Gap Insurance Plans* and the *AIG Assist* online publications, 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 the following:
- a. Air and surface transportation to location of host university, 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 *EAP Student Accident and Sickness, Medical Evacuation, and Repatriation of Remains Plan and Gap Insurance* coverage after EAP. These mandatory insurance plans will be purchased by University on behalf of Student and included in Student’s fees. Plans include 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 policies either through personal resources or through supplemental insurance.

PROGRAM FEES AND SUPPLEMENTAL CHARGES

2. Student shall pay to the University the following fees:
- (1) Specific Program fees listed in the EAP *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) In cases in which fees for services abroad are paid through Program, Student shall pay additional program fees that apply to students who choose optional housing or other options as available abroad;
 - (5) UC Non-Resident Tuition applicable to students classified as Non-Resident of the State of California for purposes of UC fees;
 - (6) Fee increases as may be established by the University, UC campus, or Program.

2.a. Payment of these fees, which are subject to the conditions established by the University, shall be made by Student in compliance with the payment schedule established for each program by EAP. Payment(s) from Student shall be issued to “The Regents of the University of California” and mailed to the Universitywide Office of the Education Abroad Program, 6950 Hollister Avenue, Suite 200, Goleta, California 93117-5823.

2.b. University reserves the right to increase educational, incidental, and non-resident student tuition fees applicable to University of California students generally. Student shall be notified of any such applicable increases.

AGREEMENT MODIFICATION AND/OR TERMINATION

3. University may modify any terms of this agreement as necessary before Student's departure.

3.a. University, 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.

3.b. University, in its sole discretion may end this Agreement, and shall have no obligation to place Student in any institution with which University, through its Program, has a contractual relationship, provided that University returns to Student payments made by Student to University, in accordance to Section 2 above, unless the termination is in accordance to the terms of Section 6.a. below. It is expressly understood by the parties to this agreement that the University reserves the right to terminate the Program at any time it deems the safety or welfare of students is at risk.

COST OF TRANSPORTATION TO AND FROM STUDY CENTER

4. It is understood that certain programs may require participation of Student in group transportation arranged by Program, and in such an instance, Student agrees to participate. It is understood by the parties signing this agreement 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.

FULL-TIME PROGRAM PARTICIPATION

5. It is understood by the parties to the Agreement that the academic aspects of the Program are such that participation by Student in the Program for not less than the full academic term(s) is necessary to achieve the objectives 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, prior to the completion of the 2008–2009 Program, unless Student is first granted, by University, express written authorization to withdraw. Withdrawal without prior authorization will constitute a breach of this Agreement and a violation of University rules and regulations. In any case of withdrawal, with or without permission, University, at its sole and exclusive discretion, shall impose academic penalties, discipline, and fines upon Student as it deems appropriate under the circumstances.

Student understands that Student-initiated withdrawal from the Program is withdrawal from the University of California and the Provost or Dean of the College in which Student is enrolled shall determine the Student’s readmission to the University.

STANDARDS OF CONDUCT

6. It is understood between the parties to the Agreement 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, therefore, agrees to read, understand, and abide by the [EAP Student Conduct and Discipline Policy](#), and the [EAP Academic Conduct Policy](#) as outlined in Appendices II and V of the [EAP General Information Guide](#). 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 university and the University of California.

Student understands that misconduct abroad can lead to dismissal from the Program, loss of academic credit, and may additionally result in a decision by Student’s home 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, jeopardize 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 violence
- b. Violating the laws of the country or host university
- c. Openly abusing the customs and mores of the community
- d. Damage to or destruction of property of others
- e. Alcohol or substance abuse
- f. Eviction from one's lodging
- g. Obstruction or disruption of teaching or other Program activities
- h. Unauthorized absence from classes and/or from the Study Center
- i. Exceeding the number of unexcused absences from class allowed for the Program
- j. Failure to submit a completed, signed, and approved Registration Study List by the deadline set by the SC Director, or Liaison Officer
- k. Academic misconduct (cheating, fabrication, forgery, plagiarism, or facilitating academic dishonesty)

Dismissal Due to Misconduct or Low Academic Achievement

6.a. Student agrees that if the Study Center Director determines that the conduct or academic achievement of Student is such that the Student should not continue in the Program, the Study Center Director may advise Student that Student is being dismissed from the Program, along with the reasons for dismissal. Student shall have the right to appeal such a decision. In the event of a dismissal pursuant to this subparagraph, University shall not be required to refund to Student any payment or portion thereof made to University.

EAP Substance Abuse Policy

6b. All University of California substance abuse policies apply to EAP students while abroad. Students violating these policies, or violating the [EAP Substance Abuse Policy](#), will be subject to disciplinary action, as set forth in the [EAP Student Conduct and Discipline Policy](#).

PAYMENT OF PERSONAL EXPENSES DURING PROGRAM

7. Student understands that he/she is responsible for payment of any expenses he/she incurs during the course of the Program, including rent, utilities, telephone bills, 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.

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

HEALTH AND SAFETY

8. Student understands that living in a foreign country may involve health and other personal risks. Student agrees to complete honestly, accurately, and fully all required predeparture health forms, and to exercise reasonable and recommended precautions while abroad with respect to food, drink, personal hygiene, personal conduct, and exposure to known disease risk factors such as but 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).

University will supply to students going to programs in developing countries information on required and recommended vaccinations, prophylaxes, and health maintenance in developing countries and/or tropical environments; however, Student understands and agrees that it is Student's responsibility to determine, in consultation with competent medical authorities, whether or not Student should participate in the Program. Student further agrees to conform to applicable host university health regulations and/or host country medical examination requirements for visa application.

Student understands that building safety codes and standards for public and charter transportation services in foreign countries are not the same as those in the United States, and agrees to accept attendant risks, if student chooses to use such services.

Termination Due to Non-compliance with Health Clearance and Travel Medicine (Travel Clinic) Requirements

8.a. The University may terminate this agreement at any time if the University learns that Student has failed to comply with the requirements for participation, which are set forth in the [Confidential Health History](#), [Health Clearance for Students Planning to Study Abroad](#), and [Travel Medicine \(travel clinic\) Certification](#) forms in accordance with University guidelines. Student must obtain health clearances, and travel medicine screening and education, and submit forms to University by the given deadlines.

Authorization for Medical or Surgical Consultation/Treatment

8.b. The attached mandatory Authorization for Medical or Surgical Consultation/Treatment, which is part of this agreement, must be completed, signed, and returned to the UC Education Abroad Program, Universitywide Office, (6950 Hollister Avenue, Suite 200, Goleta, CA 93117-5823) before departure.

PROGRAM WITHDRAWALS AND PARTICIPATION DEPOSIT

9. It is understood by the parties to the Agreement that withdrawal by Student from the Program, pursuant to Paragraph 5 hereof, whether or not authorized by University, and termination of Student's participation in the Program, pursuant to Paragraphs 6 and 6.a. hereof, 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 home 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 *A Student's Guide to EAP* and the *EAP General Information Guide*. Student who withdraws or fails to complete the Program is subject to University fees and penalties, and to host university, institution or third party service provider fees and penalties.

Student agrees that the sum of Three Hundred Dollars (\$300.00) 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, insurance, fees

Student will be charged University unrecoverable costs and fees if student withdraws at anytime after the deadlines listed below. Additional penalties, including unrecoverable program costs and fees assessed by a host university, institution, or third party service provider abroad, may apply according to deadlines established by those entities.

April 10, 2008:

Brazil: Rio Fall	Japan: Tsuru Fall , ICU Fall, Tsukuba	Spain: Madrid Summer
Chile: All Santiago Fall Programs	Fall, and All Year Programs	UK: Pembroke College Summer and
Costa Rica: San José Fall	Korea: Summer, Fall, and Year	Sussex Summer
France: Paris Summer	Mexico: Morelia Summer	

May 10, 2008:

Australia: All Fall Programs	Germany: Fall and Year	Singapore: Fall and Year
Barbados: All Programs	Ghana: Fall and Year	South Africa: Fall
Brazil: Bahia Fall	Hong Kong: Fall and Year	Spain: Fall and Year
Canada: Fall and Year	Hungary: Fall and Year	Sweden: Summer, Fall, and Year
Chile: Concepción Fall	India: All Programs	Taiwan: Fall and Year
China: Summer, Fall, and Year	Ireland: Year	Thailand: Fall and Year
Costa Rica: Monteverde Fall	Italy: Summer, Fall, and Year	Turkey: Fall and Year
Czech Republic: Spring	Japan: Meiji Gakuin Fall	UK: UC Center London Bloomsbury
Denmark: Summer, Fall, and Year	Mexico: Fall and Year	Fall Semester, All Year Programs,
Egypt: All Programs	Netherlands: Fall and Year	and All Fall Immersion Programs
France: Fall and Year	Russia: Fall	Vietnam: Fall

November 1, 2008:

Australia: Spring and Year	Ghana: Spring	Netherlands: Spring
Brazil: Rio Spring and Year	Hong Kong: Spring	New Zealand: Spring and Year
Canada: Spring	Hungary: Spring	Singapore: Spring
Chile: All Santiago Spring and	Italy: Bocconi Spring, Padova Spring,	Spain: Spring
Year	Rome Spring, Siena Spring	Taiwan: Spring
China: Fudan Spring	Semester	Thailand: Spring
Costa Rica: San José Spring and	Japan: Doshisha Spring, Tsuru	Turkey: Spring
Year	Spring, U. of Tokyo Spring	UK: All Spring Immersion Programs
France: Spring	Korea: Spring	
Germany: Berlin BEST Spring	Mexico: Spring	

December 15, 2008:

Brazil: Bahia Spring
 Japan: Meiji Gakuin Spring,
 Osaka Spring,
 Tohoku Engineering Spring
 South Africa: Spring and Year

February 1, 2009:

Costa Rica: Monteverde Spring
 Germany: Spring (Göttingen and
 Potsdam programs only)

A \$300 withdrawal fee and all non-recoverable 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.

A \$300 withdrawal fee and all non-recoverable costs will be assessed to students who, if the program to which they are extending has not yet begun, cancel their approved [Request for Final Approval \(RFA\)](#) or a submitted [Petition to Extend](#) after the program withdrawal deadline date.

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 subject to dismissal from the Program.

HOST UNIVERSITY MODIFICATIONS

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

PUBLICITY CONSENT

12. Student grants permission for use of his/her name and photograph for publicity and/or orientation purposes of the Program in publications, audio-visual presentations, and other related media.

COMPLETION OF REQUIRED DOCUMENTATION

13. Student agrees to complete, and return by the specified deadlines, all documents and forms provided by the Program before his/her departure, and understands that failure to do so may result in Program's refusal to allow students to register for classes. Students who are not registered for classes may not participate in Program.

OPERATING VEHICLES ABROAD

14. The University strongly discourages students owning or operating vehicles while participating in the Program. Traffic congestion and different traffic laws and regulations, civil and criminal, can make driving motor vehicles in foreign countries extremely hazardous. Insurance requirements, or other financial responsibilities, and laws—court systems—vary from country to country. If, however, Student determines to operate a motor vehicle while abroad, Student recognizes that University assumes no financial, legal or medical aid responsibilities or other assistance should Student be involved in an accident while operating a motor vehicle.

STUDENTS WITH DEPENDENTS

15. Student understands and agrees that it is his/her responsibility to notify EAP if he/she proposes to take a spouse/registered domestic partner (same sex) and/or dependent(s) abroad, and that spousal/registered domestic partner (same sex) or dependent participation is not feasible in all programs. The Universitywide Office of EAP must review all requests in advance.

Student understands and agrees that additional fees (including required EAP insurance) may be charged to his/her EAP account for the participation of his/her spouse/registered domestic partner (same sex) or other dependent. Student agrees that he/she will be responsible to determine whether the required EAP insurance is adequate to cover his/her dependent(s).

In addition, Student may be required to provide certain information about the dependent or spouse/registered domestic partner (same sex) to EAP, to host university authorities, or to government authorities. Failure to comply with these requirements may result in non-admission to or dismissal from the Program.

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 paragraph 3a, above.

WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

18. The attached mandatory [Waiver of Liability, Assumption of Risk, and Indemnity Agreement](#), which is part of this agreement, must be completed, signed, and returned to the UC Education Abroad Program, Universitywide Office, (6950 Hollister Avenue, Suite 200, Goleta, CA 93117-5823) before departure.

By so signing, Student agrees that Student has read and understood this agreement.

Student's Signature: _____ Date: _____



Michael Cowan
Acting Executive Director
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]



UNIVERSITY OF CALIFORNIA EDUCATION ABROAD PROGRAM

UC Campus: _____ EAP Program Name: _____
(Term/Host University/Country)

Return the original plus one photocopy to:
UC Education Abroad Program, Universitywide Office
6950 Hollister Avenue, Suite 200
Goleta, CA 93117-5823

**Authorization for Medical or Surgical Consultation/Treatment
2008–2009**

For and in consideration of the granting of permission by The Regents of the University of California
for _____ to participate in the Education Abroad Program
Student's Name (please print)

of the University of California, the undersigned hereby authorizes The Regents of the University of California and designated representatives thereof to grant permission for medical and surgical treatment of said Student during the participation of Student in the aforementioned Education Abroad Program.

Although the undersigned understands that when possible advance permission of the undersigned will be sought for any necessary surgical treatment, the undersigned agrees that all medical treatment and surgery may be performed when, in the opinion of competent medical authorities, the health or welfare of the Student will be adversely affected by any delay. It is understood that law of the host country in which the Student is residing may require such permission.

The undersigned also authorizes the Student Health Service, Counseling Center/Services, and/or the Student's private physician or therapist, to inform the Universitywide Office of the Education Abroad Program regarding any health problem Student is found to have which might require special consideration and/or follow-up treatment while studying abroad, and that this shall extend to and apply with respect to any medical and surgical treatment rendered the Student pursuant to this authorization.

TERMS ACCEPTED BY:

Student's Signature

Date

Parent/Guardian Signature of Minor Student

Date

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

[Print extra copy for your personal records]

