



## **Student Participation Agreement**

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### **STUDENT AGREEMENT FOR PARTICIPATION IN STUDY ABROAD PROGRAMS**

WHEREAS, the University, is offering for the Student's participation in an Education Abroad Program, hereinafter called "Program", and WHEREAS, Student desires to participate in the Program, under the terms and conditions hereinafter set forth, NOW THEREFORE, in consideration of the promises and covenants herein, the parties hereto agree as follows:

#### **1. PRE-DEPARTURE AND ARRIVAL INFORMATION**

University provides a mandatory pre-departure orientation on health and safety for foreign travel. Student acknowledges that he/she is responsible for participating in a pre-departure orientation session and that failure to do so may result in being dropped from the program.

#### **2. PAYMENTS**

Student accepts financial responsibility for all participation deposits and fees. A specification of what is included in a program fee is available upon request from the Center for International Studies and Programs (CISP). Student is responsible for making appropriate payments according to any payment schedule set for the Program. Student authorizes the University to fully manage the Program account and to conduct the financial affairs of the Program. Student also understands that additional charges may be separate from the cost of the Program and that he/she is financially responsible for said charges.

#### **3. AGREEMENT MODIFICATION AND/OR TERMINATION**

Any provision in this Agreement, to the contrary or otherwise, Student understands and agrees that actions, occurrences, or events that may make necessary or desirable the modification of this Agreement, or its termination, prior to Student's departure to participate in the Program.

- a.** University, in its sole discretion, may modify this Agreement with respect to any details of any program, so long as any such modification contains a reasonably comparable substitution for the terms of this Agreement.
- b.** University, in its sole discretion, may terminate this Agreement, and shall have no obligation upon such termination to place Student in any institution with which University, through this Program, has a contractual relationship, provided that University returns payments made by Student to the University, pursuant to Paragraph 2 above, unless the termination is pursuant to the terms of subparagraph 5 below, in which case that subparagraph shall determine what, if any, repayment is to be made. 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 the students is at risk. If, for any reason, the University cancels the Program, its obligation will be limited to refunding all amounts deposited by Student to the proper account.

#### **4. STANDARDS OF CONDUCT**

It is understood between the parties hereto that the international implication so this Agreement are such that the conduct of Student during the course of the Program is of utmost importance. Student, therefore, agrees to read, understand, and abide by the University Student Code of Conduct and information contained in the UT International Travel Handbook for Students Studying Abroad. Student agrees to conform to standards of conduct consistent with the maintenance of the reputation of the University, including regular attendance in all classes, and to conform to all applicable rules, regulations, and policies of each institution. Student understands that misconduct abroad can lead to dismissal from the Program, loss of academic credit, and may result in a decision by University to impose further sanctions, such as suspension or dismissal from University. Misconduct abroad refers to Student's actions that, in the judgment of the CISP and its staff, agents or representatives 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: the use of or threats of physical violence, violating the laws of the country or host university, openly abusing the customs and mores of the community, damage to or destruction of property of others, alcohol or substance abuse, underage consumption of alcohol, eviction from one's lodging, obstruction or disruption of teaching or other University activities, unauthorized absence from classes and/or from the Program, and academic misconduct (cheating, fabrication, forgery, plagiarism, the unauthorized use of online translators, or facilitating academic dishonesty).

#### **5. TERMINATION DUE TO MISCONDUCT OR LOW ACADEMIC STANDARDS**

Anything in this Agreement to the contrary notwithstanding, Student agrees that, in the event the Directors of the Program or of the CISP, in his or her exclusive discretion, shall determine that the conduct or academic standards of Student are detrimental to the best interests of the Program, either Director may terminate the participation of Student in the Program upon notice to the University. In the event of a termination pursuant to this subparagraph, University shall not be required to refund to Student any payment or portion thereof made to University. University may make such refunds as it, in its sole discretion, deems to be appropriate under the circumstances and consistent with University policy.

#### **6. PAYMENT OF PERSONAL EXPENSES DURING PROGRAM**

Student understands that he/she is responsible for payment of any expenses he/she incurs during the course of the Program unless otherwise noted. 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 expenses incurred or caused by the Student, then University will charge those expenses to the Student through its Student account and Student hereby authorizes same.

- a. Student understands and agrees that it is his/her responsibility to have sufficient funds available for maintenance while participating in the Program.

## **7. HEALTH AND SAFETY**

- a.** Student understands that staying in a foreign country may involve health and other personal risks. Student agrees to complete honestly, accurately, and fully any required pre-departure health forms, and to exercise reasonable or 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, tropical diseases (where applicable) and sexual contact and behavior (HIV/AIDS and other sexually-transmitted diseases). Student further agrees to conform to applicable Host Country medical examination requirements for visa application.
- b.** Student agrees that his/her health (physical, mental, or otherwise) will not be a problem to travel safely to the Host Country, living in the Host Country, and participate in the Program. If Student needs an accommodation(s), Student must follow University procedures and contact the Office of Academic Access.
- c.** In the event of illness or injury to Student, he/she authorizes any official representative of the UCIE to secure medical treatment on his/her behalf, including surgery and the administration of anesthetic, and he/she accepts all financial responsibility for such treatment. Student understands that building safety standards in foreign countries are not the same as those in the United States and agrees to accept attendant risks.
- d.** If Student, at any time during the Program, sustains any injury, loss, or damage, he/she will assume sole responsibility and will not institute claims against the University or any of its officers, agents, or employees, either in their official or individual capacities, and thereby totally release and discharge them from any claim or liability for any such injury, loss, or damage, direct or indirect. Any assistance which the officers, agents, or employees of the University may provide in the course of Student's participation in the Program shall be deemed to have been given under this specific understanding.
- e.** The attached mandatory Authorization for Medical Records and/or Medical Treatments, which is part of this Agreement, must be completed, signed, and returned to the Center for International Studies and Programs before Student is permitted to depart for their intended Program.

## **8. PROGRAM WITHDRAWALS**

It is understood by the parties hereto that withdrawal of Student from the Program, whether or not authorized by University, and termination of Student's participation in the Program, whether or not voluntary on the part of the 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 Students must be in good academic standing on his/her home campus before participation in the Program.

## **9. PUBLICITY CONSENT**

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

## **10. COMPLETION OF REQUIRED DOCUMENTATION**

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 refusal of Program participation and/or class registration. Students who are not registered for classes may not participate in the Program.

## **11. OPERATING VEHICLES ABROAD**

Student studying abroad through any University of Toledo Study Abroad Program are not permitted to drive a car internationally. If, however, Student determines to operate a motor vehicle while abroad, Student recognizes that University assumes no financial or legal aid responsibilities or other assistance should Student be involved in an accident while operating a motor vehicle.

## **12. STUDENTS WITH DEPENDENTS**

Student understands that spousal or dependent participation is not feasible in all programs. Student agrees that it is his/her responsibility to submit a written request to the CISP for permission to travel internationally with a spouse or dependent for the purpose of study or research. Student understands that the CISP will make the final determination of whether or not this request can be accommodated. Student agrees that additional fees related to spousal or dependent participation may be charged. In addition, Student may be required to provide certain information about the dependent or spouse to the CISP, 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.

## **13. STUDENT AGREEMENT TERMS AND CONDITIONS**

It is mutually understood between the parties hereto that this Agreement contains all the terms and conditions which the parties have agreed and that no other understandings or representations, either oral or written, regarding the subject matter of this Agreement will be deemed to exist or to bind the parties hereto and that any modification or amendment of this Agreement will be only by written instrument signed by each party hereto unless otherwise expressly provided in this Agreement. IN WITNESS WHEREOF, the parties hereto have hereunto executed this Agreement the day and year first above written.

Last updated 11/2/2018