

# AFFILIATED & EXCHANGE PROGRAMS STUDENT AGREEMENT

**Acceptance into and registration for the program involved will NOT be complete until you have read and signed off on the Petition to Study Abroad form indicating that you have read and agreed to the terms below. Please print this document for your file.**

This is an agreement between Santa Clara University (the UNIVERSITY) and the Study Abroad Applicant (the STUDENT) in respect to participation in the Santa Clara study abroad program in the Affiliated and Direct Exchange Programs.

## **I. THE UNIVERSITY SHALL**

1. Process applications for affiliated study abroad programs in accordance with UNIVERSITY and Program Operator policies and regulations.
2. As the School of Record, grant credit upon satisfactory completion of the study abroad courses in accordance with UNIVERSITY and Program Operator policies and procedures.
3. Support the program operator's right to cancel the course or to change the academic format of the course at its discretion where student interest, availability of adequate facility or resources, health or safety considerations or other relevant criteria indicate that such cancellation or change may be appropriate.
4. Establish a contractual relationship with study abroad program operators which stipulates the obligations of the UNIVERSITY and the operator. Said agreement shall be available to the STUDENT upon request.
5. Commitment a good faith deposit of no less than \$500 in the student's name at the time the application is accepted by Santa Clara University. The student acknowledges that they will be billed for this deposit should they withdraw after they are admitted to the study abroad program.
6. Collect payments for study abroad programs through the Student Accounts office in accordance with tuition, housing and program charges set by the Board of Trustees of Santa Clara University.

## **II. THE STUDENT SHALL**

1. Apply to study abroad through the International Programs office and certify that they are a student in good standing at the UNIVERSITY. Good standing includes the absence of any financial, student conduct, or academic registration holds.
2. Accept full responsibility for reading and understanding the study abroad program's content and policies and procedures and agree to extend his/her best efforts to successfully complete academic requirements.
3. Abide by all conduct rules of the Project Operator and UNIVERSITY and be subject to the

discipline specified by Project Operator and UNIVERSITY and in the event of an alleged violation of such rules, be subject to the disciplines of the Project Operator and UNIVERSITY, including the termination of the STUDENT from the program.

4. Understand and agree that the UNIVERSITY is not responsible and shall accept no liability for any activity other than those defined in Section I above, including but not limited to personal travel and activities, travel of any kind, the Program Operator's administration and policies and procedures, lodging and food arrangements, medical care, repatriation or evacuation, emergency plans or actions or any other activity of the Program Operator.

5. Understand and agree that the STUDENT is responsible for the cost of any expense associated with actions that become necessary in the event of an emergency, including but not limited to the cost of return to the United States.

6. Complete all forms required by the UNIVERSITY and the Program Operator, including but not limited to (a) Medical Report, (b) Financial Overview, Faculty Recommendation(s), (c) Student Services Recommendation, (d) Academic Plan, Release of Information, in addition to this Student Agreement.

7. Pay all tuition, housing, late payment penalties, forfeited deposits, and other program costs as set by the Board of Trustees of Santa Clara University.

8. By signing the student acknowledges that the Board of Trustees of Santa Clara University has sole responsibility for setting tuition, housing, and penalties, and other program expenses for the study abroad program or exchange. Tuition, housing, or other program costs advertised by third party providers or exchange partners do not apply to students of Santa Clara University.

9. Understand and agree that they may be responsible for the entire program cost, including tuition, housing, and other program expenses should they leave a program after the publicized final date to withdraw.

10. Understand and agree that in addition to any forfeiture of tuition, housing, or other program costs if they withdraw from a study abroad program they are also responsible for tuition, housing and other standard charges should they decide to enroll on the Santa Clara campus during the same or subsequent quarters.

11. Understand and acknowledge that deadlines for application, registration, change of academic schedule, withdrawal, and refund for study abroad may be set by the program provider and differ from those published in the Santa Clara University Undergraduate Bulletin, Schedule of Classes, Academic Calendar, or other document.

12. The student acknowledges that they will be billed for the \$500. deposit pledged on their behalf by Santa Clara University should they withdraw after they have been admitted to the study abroad program.

13. Obtain, for all programs involving travel to a foreign country, a passport and birth certificate or naturalization papers, official evidence of inoculations as required by each country to be visited, and certification by physician attesting to the ability of the STUDENT to engage in the program without deleterious effects of his or her health.

14. Understand and agree that in the event that UNIVERSITY or Program Operator determines, after

informing STUDENT of an alleged violation and discussing it with him or her, that the STUDENT has violated a student conduct regulation, the UNIVERSITY or Program Operator may terminate the STUDENT from the Program.

15. In consideration of the permission granted to the STUDENT, release and discharge the UNIVERSITY, its officers, employees, and servants (herein collectively referred to as "University") from all liability, as defined herein, arising out of, or in connection with STUDENT'S participation in the above described activity. For the purposes of the Agreement, liability means all claims, demands, losses, causes of action, suits, or judgments of any and every kind that the STUDENT or STUDENT'S heirs, executors, administrators or assignees may have against the UNIVERSITY, or that any other person or entity may have against the UNIVERSITY, because of any death, personal injury or illness, or because of any loss or damage to property, that occurs during the above described activity and that results from any cause other than the negligence of the UNIVERSITY.

16. Further agree to hold harmless, defend and indemnify the UNIVERSITY from any and all liability, as defined above, resulting from, or in any manner arising out of, or in connection with the STUDENT'S participation in the above described activity, but not to the extent that such liability is due to the sole negligence or willful misconduct of the UNIVERSITY.

17. Certify that he/she understands that there are inherent risks in any travel and that travel to a foreign country entails the specific risks of travel accident, acts of war, civil unrest, natural disasters, public health risks, terrorism, criminal acts, foreign laws and practices, foreign language and other risks associated with any international travel. The STUDENT further certifies that she/he acknowledges that they are freely engaging in an international educational activity and that said activity is in no way a requirement of any UNIVERSITY academic program. The STUDENT accepts full responsibility for the decision to undertake and, if necessary, terminate a study abroad program.

18. Certify that he/she understands that the study abroad program may be canceled for insufficient enrollment or any other cause deemed sufficient by the program operator.

19. Agree, at student's expense, to produce and maintain during the course of the program, medical insurance to cover the risks assumed in this activity, including but not limited to worldwide coverage.

20.. Be responsible for personally obtaining any travel advisory or warning from the United States Department of State and otherwise inform themselves of potential health and safety risks at the site of intended study.

21. Consult with their academic advisor, other appropriate faculty, and the International Programs staff to insure that they are pursuing an acceptable academic plan abroad.

22. Enroll in the minimum number of courses/units required by the program operator. The STUDENT recognizes that five (5) three unit semester courses constitutes a normal load. Three five unit courses constitutes a normal load for quarter system programs. With the approval of the program operator, the STUDENT may take less courses. The STUDENT acknowledges that they are responsible for informing themselves about UNIVERSITY academic regulations and maintaining progress towards graduation.

### **III. GENERAL PROVISIONS**

1. This agreement is subject to all applicable laws and regulations. If performance on this agreement involves violation of applicable law or regulation thereby making it legally impossible to perform and such illegality is not the fault of STUDENT, UNIVERSITY shall refund to STUDENT all fees paid pursuant to this Agreement and upon payment of said refund, all rights of UNIVERSITY and STUDENT are expressly waived.

2. This agreement contains the sole and entire agreement between UNIVERSITY and STUDENT and shall supersede any and all other agreements between the parties. UNIVERSITY and STUDENT acknowledge and agree that any statements or representation that may heretofore have been made by either of them to the other are void and of no effect and that neither or them has relied heron in connection with his or her or its dealings with the other.

**By signing on the appropriate section of the Petition to Study Abroad document, I hereby certify that I have read, understand, and willing to abide by the terms described in this agreement.**

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Signature of ADULT Student