



UNIVERSITY OF CALIFORNIA, EDUCATION ABROAD PROGRAM
STUDENT AGREEMENT

THIS AGREEMENT, made and entered into as of the _____ day of _____, 20____, by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, hereinafter called "University," and _____, hereinafter called "Student,"

WITNESSETH:

WHEREAS, the University has entered into agreements with various foreign universities, hereinafter called "Host University," in _____, hereinafter called "Host Country," to provide for the participation by students of the University of California in an educational program at Host University, and

WHEREAS, Student desires to participate in the Education Abroad Program, hereinafter referred to as "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:

PRE-DEPARTURE AND ARRIVAL INFORMATION

1. University has drafted and published A Student's Guide to EAP and the EAP General Information Guide regarding its Education Abroad Program. Student acknowledges that he/she is responsible for reading both guides, the supplemental insurance information on their mandatory student health insurance program, and all 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 information, including but not limited to the following references:

- a. Air and surface transportation to location of Host University, and Intensive Language Program, as applicable;
- b. Pre-departure Orientation for developing countries, as applicable;
- c. Mandatory on-site orientation/s, field trips, and workshops in Host Country;
- 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. Sexual harassment issues and recommended procedures for reporting an incident;
- h. Provision of insurance to Student by University, pursuant to the terms of the Student Accident and Sickness, Medical Evacuation, and Repatriation of Remains Plan. This mandatory insurance plan will be purchased by University on behalf of Student and included in Student's fees. It includes a limitation of University's obligation and liability for provision of medical and other health services to Student, and the obligation of student to accept financial responsibility for all medical services not covered under said policy either through personal resources or through supplemental insurance.

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 (eap.ucop.edu/eap/budgets);
 - (2) Miscellaneous Campus Fees;
 - (3) Supplemental Fees or surcharges in effect for the term(s) of enrollment in EAP, 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 UC Regents, the UC campus, or EAP;
 - (4) In cases in which fees for services abroad are paid through EAP, 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 UC Regents, the UC campus, or EAP.

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, 6550 Hollister Avenue, Suite 2402, Goleta, California 93117-5509.

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

AGREEMENT MODIFICATION AND/OR TERMINATION

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

3.a. University, in its sole discretion, may modify this Agreement (eap.ucop.edu/common/Forms/Student_Agreement.pdf) with respect to any costs, dates, times, methods, schedules, sites, or elements or details of any program, so long as any such modification contains a reasonably comparable substitution for the terms of this Agreement.

3.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 its Education Abroad Program, has a contractual relationship, provided that University returns to Student payments made by Student to University, pursuant to Paragraph 2 above, unless the termination is pursuant to the terms of subparagraph 6.a. 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 students is at risk.

COST OF TRANSPORTATION TO AND FROM STUDY CENTER

4. It is understood by the parties hereto 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 the Education Abroad Program. It is further understood that maximum participation in any group transportation arranged for the Education Abroad 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 otherwise informs University in writing of independent travel arrangements. 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 in the appropriate group transportation.

FULL-TIME PROGRAM PARTICIPATION

5. It is understood by the parties hereto that the academic aspects of the Education Abroad 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 2004-2005 Program, unless Student is first granted, by University, express written authorization to withdraw. Withdrawal without such prior authorization shall 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 such academic penalties, discipline and fines upon Student as it deems appropriate under the circumstances. Student understands that student-initiated withdrawal from the Education Abroad 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 hereto that the international implications of 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 EAP Student Conduct and Discipline Policy, and the EAP Academic Misconduct Policy as outlined in Appendices II and V of the *EAP General Information Guide*. Student agrees to conform to standards of conduct consistent with the maintenance of the reputation of the Host University and the University of California, including regular attendance in all classes for which student is registered, and to conform to all applicable rules, regulations, and policies of each institution. Student understands that misconduct abroad can lead to dismissal from the Education Abroad Program, loss of academic credit, and may, in addition, result in a decision by Student's home campus to impose further sanctions, such as suspension or dismissal from UC. Misconduct abroad refers to Student's actions that, in the judgment of the Study Center Director and/or other officials of the Education Abroad 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, eviction from one's lodging, obstruction or disruption of teaching or other University activities, unauthorized absence from classes and/or from the Study Center, travel to a location prohibited by the EAP Travel Policy, and academic misconduct (cheating, fabrication, forgery, plagiarism, or facilitating academic dishonesty).

Termination Due to Misconduct or Low Academic Standards

6.a. Anything in this Agreement to the contrary notwithstanding, Student agrees that in the event the Director of the Education Abroad Program, 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, the Director may terminate the participation of Student in the Program. 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.

EAP Substance Abuse Policy

6.b. It is understood by the parties hereto that all policies relating to substance abuse at the University of California apply equally to students abroad who are receiving credit from the University through the Education Abroad Program. Students violating EAP Substance Abuse Policy as outlined in Appendix III of the *EAP General Information Guide*, or any other University policies relating to substance abuse while abroad, will be subject to the procedures for disciplinary action established by the Education Abroad Program, as set forth in the Director's Manual, Section 500, et passim.

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 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 mosquito bites (malaria, where applicable), viral respiratory illnesses (SARS), 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 Education Abroad 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 standards in foreign countries are not the same as those in the United States and agrees to accept attendant risks.

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, (6550 Hollister Avenue, Suite 2402, Goleta, CA 93117-5509), before departure.

PROGRAM WITHDRAWALS AND PARTICIPATION DEPOSIT

9. It is understood by the parties hereto 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. 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*. Additional penalties may apply in particular programs. Student will be advised of these for applicable programs.

Student agrees that the sum of One Hundred Dollars (\$100.00) shall be considered a participation deposit and shall belong to University as fixed, liquidated, and agreed upon damages should Student withdraw or be withdrawn from the Program at any time after the following deadlines:

April 10, 2004:

Chile: Santiago Fall
Japan: Year and Tsukuba Fall

May 10, 2004:

Australia: All Fall Programs	Ghana: All Programs	Philippines: All Programs
Barbados: All Programs	Hong Kong: Fall and Year	Russia: Fall
Brazil: Language and Culture	Hungary: Fall and Year	Singapore: Fall and Year
Canada: Fall and Year	India: All Programs	South Africa: Fall
Chile: Concepción Fall	Ireland: Year	Spain: Summer, Fall, and Year
China: All Programs	Italy: Summer, Year, and Fall	Sweden: Summer, Fall, and Year
Costa Rica: Monteverde Fall	Japan: Meiji Gakuin Fall and Tsuru	Taiwan: All Programs
Czech Republic: Spring	Fall	Thailand: Fall and Year
Denmark: Summer, Fall, and Year	Korea: All Programs	Turkey: All Programs
Egypt: All Programs	Mexico: Summer, Fall, and Year	United Kingdom: All Programs
France: Fall and Year	Netherlands: Fall and Year	Vietnam: Fall
Germany: Fall and Year		

November 1, 2004:

Brazil: Rio Spring and Year	France: Spring	Japan: Waseda Winter/Spring
Chile: Santiago Spring and Year	Hong Kong: Spring	Mexico: Spring
Costa Rica: San José Spring and Year	Hungary: Spring	Netherlands: Spring
Denmark: DIS Spring	Italy: Bocconi Spring, Rome Spring, Trento Spring, Siena Winter Quarter	Singapore: Spring
		Spain: Spring
		Thailand: Spring

December 15, 2004:

Australia: Spring and Year	Tsuru Spring, Tohoku	New Zealand: Year
Italy: Siena Spring Semester	Spring Engineering	South Africa: Spring and Year
Japan: Meiji Gakuin Spring,		

February 1, 2005:

Canada: Spring	Germany: Spring
Costa Rica: Monteverde Spring	Italy: Siena Spring Quarter

it being agreed that said payment shall be treated as liquidated damages because the exact amount of damages suffered by University cannot be ascertained. Payment of such liquidated damages shall be in addition to the requirement of Student fully to perform his/her obligation under this Agreement as hereinabove specified, including the obligation to pay for any and all transportation or lodging costs expended by University on behalf of Student.

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 University of California-EAP, and understands that if he/she arrives late or is not present for the mandatory on-site orientation, he/she shall 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 hereby grants permission for use of his/her name and photograph for publicity and/or orientation purposes of the Education Abroad 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 or 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 Education Abroad 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 or legal 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 s/he proposes to take a spouse and/or dependent(s) abroad, and that spousal or dependent participation is not feasible in all programs. The Universitywide Office of EAP must review all such proposals in advance. Student understands and agrees that additional fees related to spousal or dependent participation may be charged to his/her EAP account. In addition, Student may be required to provide certain information about the dependent or spouse 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. It is mutually understood between the parties hereto that this Agreement contains all the terms and conditions to which the parties have agreed and that no other understandings or representations, either oral or written, regarding the subject matter of this contract shall 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.

INSURANCE BENEFICIARY DESIGNATION

17. Student understands the mandatory insurance policies specified in 1.h. above require a designated beneficiary. (A beneficiary is the person who is to receive any payable benefits in the event of Student’s death.)

Student hereby designates (please print):

Name of Insurance Beneficiary: _____

Relationship: _____

Complete Address and Telephone Number of Beneficiary:

_____ Street _____ City

_____ (_____) _____
State Zip Code Telephone Number

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, (6550 Hollister Avenue, Suite 2402, Goleta, CA 93117-5509), before departure.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Agreement the day and year first above written.

Student’s Signature

Date

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

EDUCATION ABROAD PROGRAM

I (a) am the parent or legal guarding 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 is only necessary if the student is a minor.

[Print extra copy for your personal records.]



UNIVERSITY OF CALIFORNIA EDUCATION ABROAD PROGRAM

UC Campus _____ Study Center Abroad _____

Return the original plus one photocopy to:
UC Education Abroad Program, Universitywide Office
6550 Hollister Avenue, Suite 2402
Goleta, CA 93117-5509

**Authorization for Medical or Surgical Consultation/Treatment
2004-2005**

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 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



Participant's Name: _____

Please Print

UNIVERSITY OF CALIFORNIA, EDUCATION ABROAD PROGRAM

Name of EAP Program, Location and Term: _____

Waiver of Liability, Assumption of Risk, and Indemnity Agreement

Waiver: In consideration of being permitted to participate in any way in

Name of EAP Program, Location and Term: _____

and any associated activities, including but not limited to field trips, cultural opportunities, and recreational opportunities, hereinafter collectively called "The Activity," I, for myself, my heirs, personal representatives or assigns, do hereby release, waive, discharge, and covenant not to sue The Regents of the University of California, its officers, employees, and agents from liability from any and all claims including the negligence of The Regents of the University of California, its officers, employees and agents, resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in The Activity.

Signature of Parent/Guardian of Minor Date

Signature of Participant Date

Assumption of Risks: Participation in The Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions to 3) catastrophic injuries including paralysis and death.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in The Activity. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

Indemnification and Hold Harmless: I also agree to INDEMNIFY AND HOLD The Regents of the University of California HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in The Activity and to reimburse them for any such expenses incurred.

Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgment of Understanding: I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and **understand that I am giving up substantial rights, including my right to sue.** I acknowledge that I am signing the agreement freely and voluntarily, and **intend by my signature to be a complete and unconditional release of all liability** to the greatest extent allowed by law.

Signature of Parent/Guardian of Minor Date

Participant's Age (if a minor) _____

Signature of Participant Date

Return the completed original to:

UC Education Abroad Program, Universitywide Office
6550 Hollister Avenue, Suite 2402
Goleta, CA 93117-5509