

# UNIVERSITY OF CALIFORNIA, EDUCATION ABROAD PROGRAM

## STUDENT AGREEMENT

**(This is a required contract with the University. It is enforceable.)**

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

Academic Year 2017-2018

Program: Global Edge

The Regents of the University of California ("University") and ("Student") agree as follows:

This is your contract with the University. It articulates the 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, Berkeley, 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 at UCB and onsite orientation through ACCENT International. 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 at UCB before participation in the Program. In addition, Student must maintain good academic status, as determined by University, during participation in the Program.

Student certifies that all information provided to UCEAP and UCEAP partners, including UC Berkeley, is true, accurate, and complete. Student understands that any false, inaccurate, incomplete, omitted, or misleading information provided on any document submitted to the Program may lead to my dismissal from Program.

Student authorizes Program to release this application and supplemental materials (including medical information related to the UCEAP health clearance and UCEAP travel insurance) to parties involved in Student's placement and to government or other relevant agencies, as necessary.

Student understands that Program reserves the right to deny or revoke participation if Student violates University rules.

### PRE-DEPARTURE PREPARATION AND ARRIVAL INFORMATION

Important information is shared with Student through the UC Berkeley program guides.

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:

- a. Air and surface transportation to location of host institution and intensive language program, as applicable;
- b. Required pre-departure orientation and other preparatory workshops conducted by UC Berkeley faculty, staff, and student services;
- 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 University of California credit as specified by University;
- g. Procedures for reporting incidents of sexual violence, including sexual harassment;
- h. Host institution/partner institution policies and regulations;
- i. 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 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 who qualify as DACA students should consult with an immigration attorney prior to enrollment in the Program to evaluate any risks of potentially being unable to re-enter the United States upon completion of the Program and any impact that participation in the Program might have on any deferred action applications that the Student may be pursuing.

## 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 UC Berkeley Global Edge 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.

## 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 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 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 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, for official Program correspondence.

Student understands that Program officials will send important information using the email address provided by the Student. Student understands that Program expects Student to access email address 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 registered with the Program. Student who redirects email from the email address registered with the Program 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 registered with the Program.

Student agrees to update his/her records 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.

### **Mandatory On-Site Orientation**

#### **Onsite Orientation:**

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

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 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, ACCENT International, 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 UC Berkeley Academic Conduct policies. Student understands that infractions of any UCEAP policies, can lead to dismissal from the Program, loss of academic credit, and travel insurance coverage. It may also result in a decision by UC Berkeley 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 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 ACCENT International 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:

- a. Threats or the use of physical and/or verbal violence/abuse;
- b. Violation of the laws of the country or host institution;
- c. Open abuse of the customs and mores of the community;
- d. Damage to or destruction of property of others;
- e. Alcohol or substance abuse (including coming to class under the influence of alcohol or controlled substances);
- f. Harassment of any kind; physically or verbally abusing, disrespecting, or threatening any Program member and/or host institution official;
- g. Stalking behavior in which Student repeatedly engages in a course of conduct directed at another person;
- h. Eviction from one's lodging;
- i. Obstruction or disruption of teaching, research, administration, disciplinary procedures, or other University activities;
- j. 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 University community, use of obscene or profane language, etc.) with others, particularly any official associated with the Program;
- k. 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);
- l. 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);
- m. Failure to comply with directions of a Program official or other official(s) acting on behalf of Program;
- n. Bias-motivated behavior, intentionally or unintentionally (e.g. disability, sexual orientation, race, religion, ethnicity, size, age, etc.);
- o. Unauthorized absence from classes and/or from the Study Center;
- p. Exceeding the number of unexcused absences from class allowed for the Program;

- q. Failure to register in and/or maintain a full-time course and/or unit load as specified by UC Berkeley requirements throughout the duration of the Program;
- r. Academic misconduct (cheating, fabrication, forgery, plagiarism, or facilitating academic dishonesty);
- s. 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 Student 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 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 Program 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, 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 country health regulations and medical examination requirements for visa application, if applicable.

Student understands that the Program strongly encourages Student to receive travel medical advice, particularly if Student has a pre-existing condition.

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 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.

## **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 and cannot be used to waive out of University Student Health Insurance. 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:

- a. Program cannot guarantee the safety of participants or ensure that risk will not at times be significantly greater than on a UC campus;
- b. Program cannot monitor the daily personal decisions, choices, and activities of individual participants any more than is the case on the UC home campus;
- c. 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;
- d. 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;
- e. Security and safety while on the Program is a cooperative effort between Program and Student;
- f. Student assumes responsibility for his/her own personal safety and the security of his/her personal belongings;
- g. 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 Requirements**

Student must obtain a health clearance 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](#), and [UCEAP Health Clearance](#) forms in accordance with Program guidelines.

### **Student Personal Travel**

Student understands that he/she is responsible for self during personal travel and agrees to Sign Out through ACCENT International and/or inform Program representatives abroad of his/her itinerary and emergency contact information when traveling at any time.

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 that Program strongly encourages Student to get a cell phone with a local plan 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 Program 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.

## **ACCENT INTERNATIONAL MODIFICATIONS**

Student agrees and understands that Program is not responsible for modifications or changes made by ACCENT International 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.

### **READ THIS CONTRACT WITH UCEAP FIRST BEFORE SIGNING IT.**

Student's Signature: \_

Student's Printed Name:

Date: \_\_\_\_\_

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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, (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.

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Parent/Legal Guardian Printed Name

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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]**