

STUDENT OFF-CAMPUS PROGRAM AGREEMENT CALIFORNIA STATE UNIVERSITY, STANISLAUS

This Agreement is entered into on the _____ day of _____ 20____ by and between the Trustees of the California State University, on behalf of California State University, Stanislaus, hereafter called "University"; and _____, hereafter called "Student". It is the intention of the University to provide for the participation by students in the Off-Campus Program at _____ hereinafter called "Program". Student desires to participate in such Program under the terms and conditions hereinafter set forth and parties hereto agree as follows:

1. VOLUNTARY PARTICIPATION

Participation in this Program is VOLUNTARY. Participation in this Program is not mandatory for completion of degree requirements.

2. SERVICES PROVIDED BY UNIVERSITY

- a. University shall enroll Student in the Program if Student otherwise qualifies for University enrollment.
- b. University shall provide appropriate academic supervision for the Program offered and shall grant academic credit if applicable. Program Director has visited the Program location and/or has sufficient knowledge of the area to be the Program Director.
- c. University offers the Program as set out in Attachment A (Program Details) which is hereby incorporated in this contract by reference thereto.
- d. University will supply to Students participating in Programs in developing countries information on required and recommended vaccinations, prophylaxes, and health maintenance.
- e. University will secure overlay insurance coverage at the student's expense (see Section 4.k. for more information).

3. SERVICES NOT PROVIDED BY UNIVERSITY

Student acknowledges and agrees that University is not furnishing and is not responsible for any matters other than as specified in Section 2. The University is not furnishing and is not responsible for and assumes no liability for the following:

- a. Guarantee or assurance of safety of students and/or elimination of all risks from the environment.
- b. The safety of personal property during participation in the program. Student agrees that the "University" (fully referenced above), and each and every officer, agent and employee of each of them shall not be responsible for any injury, damage, or loss to Student or Student's property which occurs from any cause beyond the control of the University or which does not occur from the sole negligence of the University.
- c. Monitoring and/or control of all the daily personal decisions, choices, and activities of the individual students.
- d. Prevention of students from engaging in illegal, dangerous or unwise activities, including but not limited to situations that may arise due to the failure of a student to disclose pertinent information.
- e. Assumption of responsibility for the actions of person not employed or otherwise engaged by the University, for events that are not part of the program, or that are

- beyond the control of the University and its subcontractors.
- f. Assurances that home-country culture values and norms will apply in the host country.
- g. University is a current affiliate of the University Study Abroad Consortium (USAC), and has an affiliation agreement with USAC.
- h. University is not responsible for any fees payable to USAC and will not make any payment to USAC on the student's behalf.

4. STUDENT RESPONSIBILITIES

Student agrees as follows:

- a. Student voluntarily participates with USAC and willingly assumes risk associated with this arrangement.
- b. Student shall qualify for admission as a student for credit or audit in the University extension or academic year course(s) offering this Program by satisfying all requirements including payment of fees.
- c. Student shall pay USAC by the dates specified the amounts set out on Attachment A. **Except as otherwise provided in this Agreement, any refund may be made at the sole discretion of USAC.** Student shall pay sums in addition to those specified in Attachment A as may be necessary due to increases in charges by the host country, host university, accommodation changes, fluctuation in United States dollar exchange rates, or commitments made by Student while out of the country that are subsequently discharged by University, and increases in fees or other charges relating to enrollment in the CSU. Student shall pay any additional sums within 30 days notification by University.
- d. Student shall pay the costs outlined in Attachment A under Participation Cost Requirements. These costs include program tuition, housing, transportation to/from the foreign country, transportation in the foreign country, insurance and other fees. Student shall access their USAC Gateway Portal account to become aware of all Requirements and Cost associated with their study abroad program through USAC. All Participation Costs are payable directly to USAC. USAC Gateway Portal can be accessed by navigating to the USAC homepage: <http://usac.unr.edu/> and then logging in through the USAC Gateway link.
- e. It is understood that maximum participation in any group transportation arrange for the Program is necessary to obtain the most favorable rates, departure dates, and arrangements upon arrival at the Program location; therefore, when group transportation is arranged, Student is expected to participate unless Student informs University in writing of independent travel arrangements.
- f. Student understands that he/she is responsible for payment of any expenses he/she incurs during the course of the Program, including, but not limited to, medical costs or expenses. Student should keep receipts for all such payments.
- g. Student shall obtain and provide all materials, meet all deadlines, and otherwise comply with all participation requirements established by the Program and the University International Education Office including but not limited to passport, visa, health insurance, and foreign travel insurance.
- h. Student shall be responsible for notifying the Office of International Education of any changes in the program location and/or program dates. Students are at their own risk for any personal travel before/during/after program dates.

- i. Student agrees to expend his/her best efforts in successfully completing the academic requirements of the courses in which the Student enrolls.
- j. 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 partner institution health regulations and/or host country medical examination requirements for visa application.
- k. Student is required to purchase and maintain emergency medical insurance, health insurance, and travel insurance sufficient to meet all costs and expenses which might occur as the result of injury sustained while traveling. USAC must meet University standards for primary travel insurance.
 - 1) USAC travel insurance will be the primary insurance policy for the student. Additionally, students must secure overlay coverage through the mandated University plan. This insurance can be obtained through the University's Safety and Risk Management office and is payable to the University. This insurance premium is non-refundable.
 - 2) University will secure overlay coverage which is intended to supplement, not replace, the insurance required by USAC who, under a written agreement with University, provides educational opportunities for University students to study abroad. This extension to USAC's insurance provides General Liability insurance, but does not include Travel Assistance, Accident & Health or any of its associated benefits including but not limited to: Medical Expense, Emergency Medical, Emergency Medical Evacuation, Repatriation of Remains, Emergency Reunion, Home Country Extension, Security Evacuation, Trip Cancellation, Trip Interruption, Accidental Death & Dismemberment, Coma, Felonious Assault, Hijacking and Air Piracy, etc.
- l. Student agrees to provide a signed form Attachment B, Voluntary Assumption of Risk and Liability Waiver. Student understands that visiting or living in a foreign country may involve health and other personal risks.

Student further agrees to hold harmless, defend and indemnify the State of California, the Trustees of The California State University, California State University, Stanislaus and their Auxiliaries, employees, officers, directors, volunteers and agents of each of them (collectively "University") from any and all loss, damage, or liability that may be suffered or incurred by University, caused by, arising out of, or in any way connected with negligence on the part of Student, his or her agents, or employees, in the performance of this agreement, irrespective of whether such liability is also due to any negligence on the part of the State.

5. CONDUCT AND DISCIPLINE

It is understood between the parties 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 conform to standards of conduct consistent with the maintenance of a positive reputation of The California State University and to conform to all applicable rules, regulations and policies of the California State University, Stanislaus International Education Office any partner institution.

Student understands and agrees that in the event the Program Director determines, after informing Student of the violation and discussing it with him or her, 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 from the program. Such termination shall not diminish or otherwise affect Student's obligations to make to University any payments specified in this Agreement. University in no event shall be required to refund to Student any payment made by Student to University, but may make such refunds as are consistent with University policy. If misconduct occurs, no refund will be remitted.

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 partner institution
- 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. Harassment of any kind
- g. Eviction from one's lodging
- h. Obstruction or disruption of teaching or other Program activities
- i. Unauthorized absence from classes and/or from the Program itinerary
- j. Exceed the number of unexcused absences from class allowed for the Program
- k. Academic misconduct (cheating, fabrication forgery, plagiarism, or facilitating academic dishonesty).

Student understands and agrees to the Student Obligations as outlined in their Program Agreement which can be found on their USAC Gateway account, under the Gateway Docs tab.

6. LAWS, REGULATIONS, AND REFUNDS

This Agreement is subject to applicable laws and regulations. If performance of 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 those payments made pursuant to this Agreement which are authorized to be refunded in Section 41802 of Title 5, California Administrative Code. Upon payment of said refund, all rights of University and Student under this Agreement are waived.

7. TERM

This agreement is only for the term of the Program as presented on Attachment A. Upon conclusion of the Program as stated this agreement automatically terminates.

8. AGREEMENT MODIFICATION AND/OR TERMINATION

- a. This Agreement contains the sole and entire agreement between the University and Student and shall supersede any and all other agreements between the parties. The University and Student acknowledge and agree that any statements or representations that may have hereto been made by either of them to the other are void and of no effect and that neither of them has relied thereon in connection with his or her or its dealings with the other.
- b. USAC, in its sole discretion, may modify any terms of its Program Agreement as necessary before Student's departure (including but not limited to costs, dates, times, methods of travel, schedules, sites, or elements or details of any program) as long as any such modification contains a reasonably comparable substitution for the terms of the Agreement.

- c. 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 contractual relations, provided that University returns to Student payments made by Student, in accordance with Section 6 above, unless the termination is in accordance to the terms of Section 5 above.
- d. 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.

9. NON-DISCRIMINATION

The University shall not deny the Program to any person on the basis of race, color, religion, national origin, ancestry, disability, marital status, gender, gender identity, sexual orientation, age, or veteran status.

10.

GOVERNING LAW

- a. The laws of the State of California shall govern the interpretation of this Agreement. Any action brought to enforce any right or obligation under this Agreement or any action which arises out of or in connection with this Agreement shall be brought in the courts of the State of California. The sole and exclusive venue shall be in Stanislaus County, California.

By signing below, Student agrees that he/she has read and understands this Agreement.

STUDENT

By _____ Date: _____
Signature

(Student's Printed Name)

The signature of the parent/legal guardian is only necessary if Student is a minor.

I (a) am the parent or legal guardian of the above minor Student, (b) have carefully read the foregoing 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 Agreement, and (d) agree for myself and for the Student to be bound by its terms.

By _____ Date: _____
Signature

(Student's Parent or Legal Guardian Printed Name)

Attachment A – Off-Campus Program Details
Attachment B – Emergency Contact Information

OFF-CAMPUS PROGRAM DETAILS**Attachment A****PROGRAM LOCATIONS AND DATES****Program Primary Location:** _____**Program Start Date:** ____/____/____ **Program End Date:** ____/____/____**Purpose of Trip:** __________

Who is traveling with you? ☐ I am traveling alone ☐ students ☐ spouse
☐ child ☐ other

Other: _____

TRAVEL ITINERARY

Airline: _____ Flight Number: _____ Departure Date: _____

Airline: _____ Flight Number: _____ Return Date: _____

Additional Destination/Country	Departure Date	Return Date to Primary Destination/Country	Mode of Transportation

Are any of the destinations on the High Hazardous or War Lists? ☐ Yes ☐ No
https://www.calstate.edu/risk_management/rm/documents/CSURMA_HighHazardList.pdf

Are any of the destinations on the US travel warning lists? ☐ Yes ☐ No
<https://travel.state.gov/content/travel/en/traveladvisories/traveladvisories.html>

OFF-CAMPUS PROGRAM DETAILS – Cont'd**Attachment A****STEP ENROLLMENT**

Safe Traveler Enrollment Program (STEP) is recommended for students traveling internationally. STEP is a free Program which allows students traveling abroad to enroll their trip with the nearest U.S. Embassy or Consulate. The Program will assist students in making informed decisions, by receiving important information about your travel plans whether natural disaster, civil unrest, or family emergency from the Embassy or Consulate. Register at <http://step.state.gov/step>.

COST REQUIREMENT/BUDGET ITEM

PARTICIPATION COST REQUIREMENTS (e.g., payment amounts and dates, materials to be purchased, Foreign Travel Insurance, etc.)

REQUIREMENT/BUDGET ITEM	COST TO STUDENT PARTICIPANT
Tuition/Program Fee	
Housing	
Foreign Travel Insurance	
Airfare	
Transportation (ex. Train, Taxi, Uber, or Bus)	
Textbooks/Supplies	
Personal Expenses	
Other:	
TOTAL COST \$	