CALIFORNIA STATE UNIVERSITY, STANISLAUS

STUDENT OFF-CAMPUS PROGRAM AGREEMENT

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 ("University") and _____ ("Student"). University and Student are referred to collectively as the Parties and sometimes individually as a Party.

This Agreement articulates University's expectations regarding Student's financial obligations with University and expectations of University regarding Student's standards of conduct, academic, behavior, personal health and safety.

Student understands that participation in the Off-Campus Program at _____ ("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.

1. VOLUNTARY PARTICIPATION

Student 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 and Program enrollment;
b. University shall grant academic credit earned during the Program to Student, if applicable;
c. University offers the Program as set out in Attachment A, which contains the Program details and is hereby incorporated by reference. However, University reserves the right to modify any term of this Agreement, including Attachment A, as necessary before Student's departure including, but not limited to, costs, dates, times, methods of travel, schedules, sites, or elements or details of the Program; and
d. University will provide, at Student's cost, foreign travel liability insurance, which includes primary general liability, primary/emergency medical expense, emergency medical evacuation, and limited trip cancellation.

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 above. The University is NOT furnishing and is NOT responsible for and assumes NO liability for the following:

a. Guarantee or assurance of safety of Student and elimination of all risks;
b. Monitoring and control of the daily personal decisions, choices, and activities of the

individual Student;

c. Prevention of Student 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;
d. Assumption of responsibility for the actions of persons not employed or otherwise engaged by University, for events that are not part of the program, or that are beyond the control of University, its employees, agents, and subcontractors; and
e. Assurances that home-country culture values and norms will apply in the host country.

4. STUDENT RESPONSIBILITIES

Student agrees as follows:

a. Student acknowledges responsible participation in the Program and agrees to actively participate in pre-departure preparation;
b. Student agrees to actively participate and complete all mandatory, pre-departure University orientations and any on-site orientations that may be offered by Program host university;
c. Student agrees to respectfully comply with the directions of a Program, University or Program host university official acting in the performance of his/her duties;
d. Student agrees that University, and each of its trustees, officers, employees, subcontractors, appointees, agents and volunteers shall not be responsible for any injury, damage, or loss, which occurs from any cause beyond the control of University or which does not occur from the sole negligence of University;
e. Student shall qualify for admission as a student for credit or audit in University extension or academic year course(s) offering this Program by satisfying all requirements including payment of fees;
f. Student shall pay University by the dates specified, the amounts set out in Attachment A. **Except as otherwise provided in this Agreement, any refund may be made at the sole discretion of University**. 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 University. Student shall pay any additional sums within 30 days of notification by University;
g. 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;
h. 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;
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 agrees to provide a signed Voluntary Assumption of Risk and Liability Waiver form. Student understands that visiting or living in a foreign country may involve health and other personal risks; and
l. Student must secure health insurance coverage through the mandated University plan through the Office Safety and Risk Management. This insurance premium is payable to the University and is non-refundable.

5. CONDUCT AND DISCIPLINE

Student acknowledges 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. Student further agree to conform to all applicable rules, regulations, executive orders and policies of the California State University, CSU Stanislaus, CSU Stanislaus International Education Office and the Program host institutions.

Student agrees to comply with the University's rules, standards, and instructions for student behavior. Student further acknowledges and understands that any violation of the Standards of Conduct could lead to sanctions being imposed on Student that are consistent with CSU Student Discipline Policies and Procedures, including, but not limited to suspension or expulsion from the Program and University.

Student agrees to attend to any legal problems he/she encounters with any foreign nationals or foreign governments. The University is not responsible for providing any assistance under such circumstances.

Student further understands and agrees that in the event the Program Director or designee determines, that the conduct or academic standards of Student is detrimental to the best interests of the Program, the Program Director or designee may terminate the participation of Student from Program. Such termination shall not diminish or otherwise affect Student's obligations to make to University any payments specified in this Agreement and Attachment A. University in no event shall be required to refund to Student any payment made by Student to University.

Conduct that is detrimental to the best interests of the Program includes, but is 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 Program teaching or other Program activities;
i. Unauthorized absence from classes and/or from the Program itinerary,
j. Exceeding the number of unexcused absences from class allowed for the Program; and
k. Academic misconduct (cheating, fabrication forgery, plagiarism, or facilitating academic dishonesty).

Student acknowledges that any laws broken while in a foreign country are subject to the law in that country, which may differ significantly from those in the United States and California.

Student also acknowledges that if he/she is arrested, he/she may not be afforded the rights and protections available to individuals under the U.S. Constitution.

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 detailed in Attachment A. Upon conclusion of the Program, this Agreement automatically terminates.

8. AGREEMENT MODIFICATION AND TERMINATION

a. This Agreement contains the sole and entire agreement between University and Student and supersedes any and all other previous agreements, whether written or oral, between the Parties.
b. University, in its sole discretion, may modify any term of this 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.
c. Student agrees and understands that the University is not responsible for modifications or changes made by the Program host institution.
d. 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.
e. 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 Student is at risk.

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 $	