



San José State
UNIVERSITY

International Programs and Services (IPS)

Division of International and Extended Studies (IES)

San José State University

Clark Hall, Room 543

One Washington Square

San José, CA 95192-0221

Tel. - (408) 924-5931 Fax. - (408) 924-5976

Faculty-Led Study Abroad Programs

Participant Agreement and Informed Consent and Release Agreement

I, _____, am a student at _____
(Print Full Name) (Home Institution)

I am/will be participating in a CSU-affiliated Faculty-Led Study Abroad Program through San José State University, which requires international travel. My participation in this program is voluntary. I hereby understand and voluntarily agree to the following conditions of participation in the SJSU Faculty-Led Study Abroad Programs:

Conditions of Placement:

Program Leader: _____

Host Country: _____

Program Dates: _____

I understand that I must participate in all aspects of the program, including: pre-departure orientation and classes; on-site lectures, excursions, events and projects; and program evaluation after returning.

Program Fees: I will pay the designated program fees and tuition covering the full period of my placement as indicated in the payment schedule. If payment is not received prior to the official payment deadlines, I am aware that SJSU may drop me from the program and offer my placement to another student on the waiting list.

Refund policy: After I am officially accepted to the program, I will pay the \$500 program deposit when submitting this agreement form. I understand that the deposit, additional program fees and tuition are **NONREFUNDABLE**, unless the University cancels the program. If I withdraw from the

program after making any payments, I understand that I will not receive any refunds.

Health Insurance: I will carry health insurance coverage as required by SJSU and included in the program fees. I understand the SJSU cannot guarantee my health and safety while I am studying abroad. I am responsible for acting prudently and exercising caution and common sense at all times.

Orientation: Guidance will be provided to participants by IPS in the form of a general pre-departure orientation, other pre-trip orientation meetings and in class by the faculty leader(s). Topics covered in the orientation program and follow-up meetings will include: Cross-cultural adjustment; Health, safety and security issues (political issues, crime and laws in the host country, road and traffic conditions, health risks abroad, etc.); and student conduct and expectations. Relevant web sites and other information will be provided to participants for review before they leave the United States. Whenever possible, former participants will be invited to share their experiences and University faculty, staff and/or students with local expertise will be asked to speak. Students are encouraged to address questions to IPS and the faculty leader(s), as well as to do independent research on the host country.

I am aware that I am required to attend the pre-departure orientation and that I am responsible for understanding the content of all pre-departure and orientation materials.

Code of Conduct

The office of International Programs and Services (IPS), and the division of International and Extended Studies (IES), require that all students participating in the SJSU Faculty-Led Study Abroad Programs read and abide by the *Student Code of Conduct* as established by the SJSU Judicial Affairs Office. Students who participate in a certified SJSU study abroad program are responsible for knowing and obeying the applicable rules, policies, and regulations that govern San José State University, even when they are abroad. It is the student's responsibility to contact International Programs and Services (IPS) if they have any more questions related to the Code of Conduct or the expectations and responsibilities of program participants.

Host Country Laws: I understand that I am subject to the laws of the host country where I will study as well as the rules and regulations of my host campus. I also understand that it is my responsibility to be informed about the laws of the host country and to conduct myself in a manner that complies with those laws.

Academic Policy: This is an academic program and I know that I am responsible for attending all classes and scheduled trips, and for completing assigned homework. Failure to participate fully in the program may constitute academic misconduct and result in dismissal from the program. I also understand that I must follow all SJSU policies regarding academic integrity and dishonesty.

Behavior in Host Country: As a study abroad participant, I understand that I am a guest in a host country. It is essential that all participants respect the norms of conduct and patterns of behavior that may be different from standards at home in the U.S. (Such norms

will be discussed at orientation.) I understand that some cultures may show greater modesty in the way that they dress and I will be respectful by wearing appropriate attire. I also understand that I am expected to display a sense of maturity, respect and responsibility as a representative of SJSU, the CSU and the United States of America.

Violent behavior, sexual harassment, or other conduct that is disruptive to the program or offensive to the host culture may result in dismissal of participants from the program.

Demonstrations: Students should avoid any demonstrations, protest marches or civil disturbances, which could unexpectedly turn violent or anti-American.

Drugs/Alcohol: San José State University forbids the manufacturing, delivery, sale, use, possession, or distribution of narcotics or drugs, except as permitted by law (U.S. and host country) and University regulations. Students who take prescription medications should get a copy of their prescription and a letter from their physician. Students should be aware that over-the-counter medications may not be legal in the host country and it is the responsibility of the student to know the laws in the host country regarding drugs. SJSU also forbids the possession, consumption, or distribution of alcoholic beverages on University property or at University sponsored activities, except in accordance with University policies. Participants in the Faculty-Led Study Abroad Programs will be governed by these prohibitions and are also required to be aware of local laws concerning these substances. Although U.S. nationals abroad are under the protection of a United States government, certain acts will place them beyond this protection and the government may not be able to intervene.

Disciplinary Action: Students participating in SJSU sponsored study abroad programs that disrupt the course or trip in any way, become drunk and disorderly, or buy, sell, possess, and/or take illegal narcotics or drugs, will be

dismissed from the program and sent home at their own expense. There is no appeal process and no money will be refunded or reimbursed to the student.

Early Departure from the Program: Voluntary or involuntary departure from the program before its completion does not automatically result in academic withdrawal. While the Study Abroad Office may assist me, I am aware that I am responsible for resolving my enrollment status if I leave the program early. I further understand that I am solely responsible for any or all cost arising out of my own voluntary or involuntary withdrawal from the program prior to its completion, including withdrawal caused by illness or disciplinary action by the university and its representatives.

Photo Release

The purpose of the Educational Rights and Privacy Act of 1974 is to protect the privacy of information concerning individual students by placing certain restrictions on the disclosure of information contained in a student's university record. I understand that in order for International Programs and Services at SJSU to use photographs or videotapes of me for the purpose of promoting their programs, they must first have a written release from me authorizing the use of my image recorded in either such manner.

Knowing my right to protect my privacy and to decline that International Programs and Services use photographs or videotapes of me in pictures, reproductions, copies, and negatives, I give International Programs and Services the right to use, sell, transfer, and exhibit in any medium photographs or videotapes of me in university publications, or to other assignees of the International Programs and Services Office. The above is released with my FULL AND VOLUNTARY CONSENT. I understand that this authorization remains in effect from today and for five years there after. I further understand that it will be necessary for me to send a written letter to revoke this authorization prior

to the five year period indicated. **Please initial here for approval or write 'NO' if you do not consent:** _____

Sharing Email Address with Other Students

Please initial here if you agree to allow IPS to release your email address to current study abroad participants and future program applicants so that they can contact you for more information about your experiences on the program _____

Air Travel Release & Hold-Harmless Statement

(California State University – Executive Order No. 590)

My placement is limited to the time period specified above and does not include independent travel before or after the program. I understand that SJSU is not responsible or liable for me if I choose to travel independently outside the specified time period.

I have been informed, and I know, that air travel involves risks that can result in damage, injury, or death occurring during such travel. With this knowledge and information, I agree to participate in the program, and the air travel, at my own risk.

I release and hold harmless the State of California, the Trustees of the California State University, San José State University (which is the campus affiliated with the program requiring the air travel), their officers, employees, representatives, volunteers, and agents, from any and all claims and causes of action that I may have against any of these institutions or persons, by reason of any accident, illness, injury, death, or other consequences resulting directly or indirectly from or in any manner arising out of, or in connection with, my being a passenger on an airplane pursuant to my participation in the CSU-affiliated program.

Informed Consent and Release Statement

In consideration of the participation by the undersigned person in the Faculty-Led Study Abroad Programs, an educational endeavor to be conducted through San José State University in the location stated above, the undersigned does hereby covenant and agree as follows:

It is mutually understood and agreed that neither the State of California, the Trustees of the California State University, San José State University, their officers, employees, representatives, volunteers, and agents, nor any other educational institution associated in this endeavor, shall assume any liability for damage or loss of property or for any financial or other obligations incurred by participants either in the United States or elsewhere.

I, the undersigned participant, specifically agree to waive, release and discharge any and all claims for damages for death, personal injury or property damage which I may have or hereafter accrue to me, against San José State University and the office of International Programs and Services, as a result of my participation in the Study Abroad Program.

This informed consent is intended to discharge the State of California, the Trustees of the California State University, San José State University, their officers, employees, representatives, agents and authorized volunteers, from and against any and all liability arising out of or connected in any way with my participation in this program, even though that liability may arise out of negligence or carelessness on the part of persons or agencies mentioned above. I further

understand that accidents and injuries can arise out of transportation to and from, and participation in this program. Knowing the risks, nevertheless, I hereby agree to assume those risks and to release and hold harmless all of the persons or agencies mentioned above who (through negligence or carelessness) might otherwise be liable to me for damages. It is further understood and agreed that this informed consent, release and assumption of risk is to be binding on my heirs, assigns, successors and all other persons who may claim through me.

It is understood and agreed that participants in SJSU Study Abroad Programs, shall be subject to the supervision and authority of the California State University, SJSU, its agents, officers and employees, including the sole decision-making responsibility with respect to any participant whose conduct or academic standing, may warrant expulsion or withdrawal from the program. Participants are expected to attend classes regularly unless otherwise indicated by illness or unavoidable circumstances. Likewise, as a guide for continued participation, it is understood and agreed that the participants are expected to display a sense of maturity and responsibility as a representative of SJSU, the CSU and the United States of America. It is hereby acknowledged and agreed that if the undersigned participant is required to withdraw from a SJSU Study Abroad Program for failure to maintain appropriate standards of study or behavior, there will be no refund of tuition after the program departs, and the said participant will no longer have access to any of the facilities arranged for the participant in the SJSU Study Abroad Program.

I accept the placement offered to me on a certified SJSU Faculty-Led Study Abroad Program. I understand and voluntarily agree to abide by the conditions outlined above.

Print Name: _____

Signature: _____ **Date:** _____