

## CIEE STUDY PROGRAM PARTICIPANT CONTRACT

### INTRODUCTION

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY. THE FOLLOWING CONDITIONS GOVERN THE PARTICIPATION OF ALL STUDENTS IN INTERNSHIP AND COLLEGE PROGRAMS WITH CIEE STUDY ABROAD DURING FALL 2024, JANUARY 2025, SPRING 2025 AND SUMMER 2025 TERMS.

ALL PARTICIPANTS OVER THE AGE OF 18 MUST SIGN THIS FORM. IF A PARTICIPANT IS UNDER 18 AT THE TIME OF ENROLLMENT, BOTH PARTICIPANT AND THEIR PARENTS OR GUARDIAN MUST SIGN THIS FORM. ACCEPTANCE OF THE FOLLOWING TERMS IS REQUIRED TO PARTICIPATE IN CIEE PROGRAMS.

**BY SIGNING THIS CIEE PROGRAM PARTICIPANT CONTRACT, THE PARTIES AGREE THAT THIS SHALL CONSTITUTE A BINDING CONTRACT BETWEEN THE UNDERSIGNED AND CIEE.**

### SCOPE

The parties to this Agreement are as follows:

CIEE, Inc. (“**CIEE**”) is a not-for-profit, tax-exempt corporation under 501(c)(3) of the U.S. Internal Revenue Code, organized and operated exclusively for religious, charitable, scientific, literary, or educational purposes, with a headquarters in South Portland, Maine. All references to “**CIEE**” herein also include all study abroad programs sponsored or offered by CIEE’s affiliates (separately, “**CIEE Study Abroad Programs**”).

All references to “**Participant**”, “**student**”, “**I**”, or “**me**” or “**my**” herein includes both Participant and Participant’s parents or guardians.

All references to “**Program**” or “**program term**” herein shall be limited to the scheduled dates of enrollment in a CIEE Program.

The undersigned Program Participant (“**Participant**”, “**I**”, and/or “**me**”) agrees to the terms and conditions of this CIEE Program Participant Contract (“**Participant Contract**”) and the following:

- Attachment A (BILLING AND CANCELLATION POLICY), Attachment B (PROGRAM RULES AND PARTICIPANT EXPECTATIONS), Attachment C (CIEE Code of Conduct) linked to this Agreement as relevant to Participant’s Program;
- General Policies set by CIEE, onsite host institutions, or students’ home institutions; and
- Program delivery agreements between CIEE and Participant’s home institution, including academic credit terms.

In the case of conflict among the above-referenced policies, the CIEE Participant Contract, including without limitation all its terms and conditions, shall govern and first apply. Informational supplements, such as Program Schedules, websites, and sample itineraries, are subject to change and are not binding or incorporated into the Participant Contract.

**IT IS THE SOLE RESPONSIBILITY OF PARTICIPANT AND/OR GUARDIAN TO REVIEW THE TERMS OF THIS PARTICIPANT CONTRACT, INCLUDING BINDING DISPUTE RESOLUTION PROVISIONS, AND ALL APPLICABLE POLICIES.**

**IF A STUDENT IS DISMISSED FROM A PROGRAM DUE TO VIOLATION OF THESE POLICIES OR VOLUNTARILY CHOOSES TO LEAVE THE PROGRAM PREMATURELY, NO REFUND OF ANY KIND IS AVAILABLE.**

## LIABILITY AND RELEASE

1. I, and my heirs and successors and assigns, agree to indemnify and hold harmless CIEE, its employees and agents from any and all loss, damage, liability or expense (including attorneys' fees) resulting or arising from my participation in the Program. I understand that there are safety risks associated with the program and travel incident thereto and that CIEE is not responsible for such risks or injuries, damages or loss caused, except as may be caused by the gross negligence or willful misconduct of the employees, officials or agents of CIEE. I further agree that CIEE cannot prevent me or other individuals from engaging in illegal, dangerous or unsafe activities. I therefore agree that CIEE shall not be liable for injury, damages or loss caused by my own activities or acts of other Participants.
2. NO CONSEQUENTIAL DAMAGES. CIEE will not be liable for any incidental, consequential, indirect, special, punitive, or exemplary damages (including damages for airline travel costs or other travel preparation costs) arising out of or relating to this agreement, regardless of the cause of action (whether in contract, tort, breach of warranty or otherwise).
3. I understand that perceived or actual events outside of CIEE's control can delay, disrupt, interrupt, or cancel programs. Without limitation, I hold CIEE harmless for any injury, loss, or damage to person or property, death, delay or inconvenience in connection with the provision of any goods or services occasioned by or resulting from, but not limited to, acts of God, force majeure, acts of government or third parties not affiliated with the Program, acts of war or civil unrest, insurrection or revolt, strikes or other labor activities, criminal conduct, terrorist or threatened terrorist activities of any kind.
4. Due to evolving country conditions, CIEE reserves the right, in its sole discretion, to make changes in the program's itinerary (including events or activities) student housing assignments, substitutions of or changes in courses, excursions, lectures, site visits, and topics listed currently in the catalog or on the CIEE website. All such changes are without liability on the part of CIEE for any monetary loss I may incur as a result.
5. I understand that CIEE is not responsible in any manner for claims predicated upon participants arriving on site prior to the Program start date or departing after the Program end date.
6. I also hold CIEE harmless from any injury, loss, or damage to person or property, death, delay or inconvenience in connection with overbooking or downgrading of accommodations, structural or other defective conditions in houses, apartments or other lodging facilities (or in any heating, plumbing, electrical or structural system therein), mechanical or other failure of airplanes or other means of transportation or for any failure of any transportation mechanism to arrive or depart timely or safely, dangers associated with or bites from animals, insects or pests, injuries or death occasioned by participating in athletic activities such as but not limited to soccer, baseball, basketball, football or any other group or individual sporting activity, sanitation problems, food poisoning, epidemics, pandemics or the threat thereof, disease, lack of access to or quality of medical care, difficulty in evacuation in case of a medical or other emergency, or for any other cause beyond the direct control of CIEE.
7. I understand that real or perceived epidemics and/or pandemics (such as, but not limited to, Coronaviruses, H1N1, Ebola, SARS, bird flu, or Zika) can delay, disrupt, interrupt, or cancel programs. I agree to assume all risk of any loss or problems which could result from any such occurrences, including but not limited to the cancellation, disruption, delay, transition, or other alteration of my program. I understand that I will be subject to the public health laws of my program's Host Country or CIEE policy such as heightened entry requirements, changed regulations in the event of an outbreak, including but not limited to: isolation, quarantine, departure from Host Country.
8. In the event that I choose not to receive recommended vaccines, I understand that any additional time and expense incurred due to illness, investigation, or compliance with entry protocols for non-vaccinated individuals would be my full responsibility, without refund, logistical or financial assistance by CIEE.
9. I understand that travel in other nations is different from travel within the United States. Programs outside the United States can involve inconvenience and risk, including, but not limited to, forces of nature, geographic and climatic conditions, different hygienic standards, infrastructure problems (including road maintenance, transportation delays and accommodation conditions), civil unrest, vandalism, crime, political instability, and terrorism. Medical services or facilities may not be readily available or available at all during all or part of a program and, if available, may not be equal to standards in Participant's home country. I assume all risk of bodily injury, death, emotional trauma, property damage, inconvenience and/or

loss resulting from negligence or any other acts of all persons or entities, however caused, including, but not limited to, those risks mentioned above. It is my intention fully to assume all the risks of travel and participation in the CIEE program and to release CIEE from any and all liabilities to the maximum extent permitted by law.

10. If this form is also signed by a parent or legal guardian, that parent or guardian is making a similar release.

#### PROGRAM CANCELLATION AND FORCE MAJEURE

11. CIEE reserves the right to cancel a CIEE Study Abroad program due to insufficient enrollment or other factors beyond its control. All CIEE programs are based on group arrangements involving a minimum number of Participants. In the unlikely event that a program is cancelled **prior to the start of the program**, due to low enrollment, force majeure, or any other reason, CIEE will refund all payments received but will have no further liability to Participant.
12. If an emergency or a force majeure event requires that a program be cancelled **following the program start date** and prior to the end of an academic term, CIEE, in its sole discretion, will make efforts to make alternative arrangements to allow students to complete their academic work but cannot guarantee that full or partial credit will be obtained. If the situation and CIEE academic policies allow for alternative arrangements to be made for the Participant to complete the program's academic work for programs cancelled after the program start date, there will be no refund of program fees. If alternative arrangements cannot be made, CIEE will make reasonable efforts to collect documentation of student work completed to date, but CIEE will provide no refund of tuition or any other payments. CIEE will share this information with the home institutions of Participants enrolled in the program so they will be able to evaluate, per home institution policies, whether to grant their Participants any, full, or partial credit for work completed.

#### INCIDENTAL COSTS:

13. I understand that I am solely responsible for all expenses and costs incurred by me before, during, and/or after the program. Under no circumstances will CIEE be responsible for any of my expenses incurred in preparation for the program. In the event that CIEE covers any of my incidental expenses while on program, I agree to reimburse CIEE for all such expenses.
14. If by my acts or omissions I cause or threaten to cause damage of any kind whatsoever to third parties, I accept full civil and criminal responsibility and indemnify CIEE from any actions taken by third parties for said damage or loss.

#### VISAS:

15. I understand and agree that if CIEE procures a visa for me and I withdraw or am dismissed from the Program before departure or during the Program, I may not use the visa to enter or remain in the program country. I understand that CIEE may report my withdrawal or dismissal to appropriate immigration officials of the program country.
16. Where CIEE is involved in securing my visa or other required travel documents, I understand that issuance is a government process and I will not hold CIEE responsible for any failure or delay of visa or other necessary travel document issuance.

#### DATA PRIVACY RELEASE:

17. In order to administer the Program, CIEE its subsidiaries and affiliates and certain agents thereof may process any and all personal data, including but not limited to Social Security, Passport or other identification number, home address and telephone number, date of birth, educational records, and other information that is necessary or desirable for the administration of the Program. The Participant shall have access to, and the right to change, the relevant Information. Relevant Information will be securely stored and used in accordance with Program necessity, as determined by CIEE.

18. Participant hereby authorizes CIEE to collect, process, register and transfer Personally Identifiable Information (PII) as required for Program delivery. Participant waives data privacy rights with respect to the relevant Information and authorizes CIEE to store and transmit such Information in electronic form. Participant also authorizes CIEE to transfer the relevant Information to any jurisdiction which CIEE considers appropriate.
19. CIEE may transfer your personal and academic information to other entities, such as academic institutions located in the U.S. and elsewhere. By signing this Participant Contract, you consent to the use and transfer of your personal information.

#### USE OF IMAGE RELEASE:

20. CIEE reserves the right to take photographic or film records of any program, including all non FERPA protected photographs or film records of Participants, and the associated activities, and to use and/or disseminate documents and materials including any social media posts created by the Participant on CIEE accounts while on the program, as well as associated photographs or film records.
21. Signature of this form grants CIEE the right to use such records in perpetuity for promotional and any other commercial purposes without any cost, limitation or restriction including, without limitation, the payment of any fee. I understand and agree that these materials will become the property of CIEE and will not be returned. I hereby irrevocably authorize CIEE to edit, alter, copy, exhibit, publish or distribute this photo or video for purposes of publicizing the CIEE programs or for any other lawful purpose. In addition, I waive the right to inspect or approve the finished product, including written or electronic copy, wherein my likeness appears. I have read this release before electronically signing and I fully understand the contents, meaning, and impact of this release.

#### FERPA RELEASE:

22. I understand that my participation in a CIEE program affords CIEE the designation of a “school official with legitimate educational interest” under FERPA (Sec. 99.31(a)(1)(i)(B)). Accordingly, I consent to the disclosure of personally identifiable information, including my education records or treatment records, to CIEE, my parent(s), host institution or to my current academic institution for the purposes of program delivery. During the CIEE application process, it is often necessary for host institutions to request student academic record information from CIEE and/or your home school. As such, I acknowledge that my information including, but not limited to, my full name, demographic information, transcripts, grades, and other information normally protected by privacy laws will be shared with said institution as CIEE deems necessary. This authorization will remain in effect for the duration of my CIEE program. I understand and consent that CIEE may distribute my full name, address, email address, and telephone number to CIEE staff, external service providers, and/or sending/receiving schools as needed for program delivery, as CIEE deems necessary.
23. CIEE retains the right, in its sole discretion, to contact my home or program school, as well as my parent (host and natural) and/or guardian, regarding health or safety issues, account balances, or any other matter whatsoever which relates to me or my program. These rights transcend all privacy regulations that may otherwise apply. I hereby waive my rights under the Family Educational Rights and Privacy Act (FERPA).

#### CIEE HOUSING TERMS of SERVICE

24. CIEE-arranged housing for my program will be limited to the dates that Participant is actively engaged in the Program. Participants are responsible for securing and paying for housing during any period of stay during which CIEE program is not in session, including vacation periods between semesters, if any.
25. Except for certain housing in a few locations, CIEE does not own or operate any entity which may provide goods or services for my program (except that it employs onsite staff), including, for example, arrangements for or ownership or control over houses, apartments or other lodging facilities, classrooms or study

facilities, airline, vessel, bus or other transportation companies, local ground operators, visa processing services, providers or organizers of optional excursions, food service or entertainment providers, host universities and institutions, etc. All such persons and entities are independent contractors. As a result, CIEE is not liable for any negligent or willful act or failure to act of any such person or entity, or of any third party.

26. I understand that if I withdraw from or am removed from the CIEE program or am evicted from my housing for any reason whatsoever, any CIEE housing obligation ceases immediately with no right of refund.
27. I understand that any violation of program rules or residential rules may result in additional fees for damages/cleanings/lost property, eviction from arranged housing, and/or expulsion from the program.
28. Select and Select Plus housing is subject to availability and requires additional Tiered Housing payment in addition to standard CIEE Program Fee. If the desired tiered option is not available by program commencement, students may be placed in standard housing and refunded their Tiered Housing payment.
29. Tiered housing payments are nonrefundable for any reason other than lack of availability, including but not limited to Participant dissatisfaction with the lodging, roommates, location, or cancellation or withdrawal from Program (unless Participant communicates cancellation in writing to CIEE more than 15 days prior to program start date).
30. CIEE, in its sole discretion, can approve or disapprove of any Participant's change of housing including, but not limited to, the Participant opting out of CIEE provided housing. If CIEE agrees to allow me to choose my own housing, I agree that CIEE is not responsible for any loss or problems which result therefrom. CIEE makes no guarantee of the safety or habitability of independent housing.

#### MEDICAL AND EMERGENCY CARE

##### Disclaimers:

31. CIEE does not have medically trained staff and assumes no duty of care beyond travel industry standards. I hereby indemnify CIEE against any medical duty of care. I understand that I am responsible for my medical, psychological, and physical well-being during the duration of my program with CIEE.
32. If applicable to your program, CIEE iNext Travel Insurance is limited to emergency medical service while Insured is outside of the U.S. and will not cover routine medical care in any country.
33. In the event of a medical emergency, CIEE will attempt to cause appropriate treatment to be administered. However, CIEE makes no warranty that it will be able to cause effective (or any) emergency treatment to be administered in all situations.

##### Attestations:

34. I certify that I have answered the Student Medical Questionnaire truthfully and accurately. If required for my program, I certify that I have visited my physician to complete the Physician Medical Report Form, and that my physician concluded that I do not have any physical or mental condition which will create a danger or hazard for myself, other Participants, hosts in the program, or any third party. I understand that if a condition arises after my enrollment, it is my responsibility to notify CIEE prior to travel, and that any such condition may affect my program participation.
35. I understand that CIEE reserves the absolute right to reject my application or dismiss me from a Program if, after acceptance, CIEE learns of a condition (personal, medical, academic, and/or psychological) which, in the sole opinion of CIEE, may endanger myself or others, or require Program modifications which are not practicable in my program country. I understand that CIEE is not required to provide accommodations for medical conditions which were not disclosed prior to travel.
36. I understand that failure to follow any instructions or recommendations for medical treatment or evaluation may cause CIEE to dismiss from the program.
37. I understand that I am solely responsible for my pre-program, program, and post-program medical care in all respects, including, but not limited to, obtaining, and taking necessary medication(s), vaccinations, and any other medical care and treatment. I certify that I will consult a physician qualified in travel medicine,

immunizations, and infectious/tropical diseases and obtain any recommended immunizations or medications prior to my trip departure.

38. Should any medical, psychological, or physical problems arise during my program with CIEE, I am solely responsible for notifying CIEE staff. While CIEE staff may assist in finding local healthcare providers, I understand that it is my responsibility to follow any instructions or recommendations for medical treatment or evaluation from healthcare providers, and that I am also solely responsible for any non-covered costs and expenses of any such care.
39. I understand that health care and evacuations outside my home country are not covered by most standard insurance policies and can be extremely expensive. If CIEE's iNext Travel Insurance is included in my program costs, I understand that this insurance is limited to the duration of travel and will not apply in my home country. I acknowledge that detailed iNext coverage information has been made available to me. I am solely responsible for payment of all non-covered medical evacuation, trip cancellation, trip interruption, baggage loss/damage, accident/sickness and all other insurance expenses incurred by me during my program or related to my program.

#### DISABILITY AND ACCOMMODATIONS:

40. Participants must notify CIEE and their home institution as soon as practicable prior to commencement of the program if they have a disability requiring a reasonable accommodation. Early disclosure enables a Participant to gather information and plan for the access available in the host country. Based on the availability of accommodations in some locations, Participants may be unable to participate in some programs or components of a program.
41. Service Animals. Participants are prohibited from taking pets on any CIEE programs, including Emotional Support Animals. Depending upon the laws, regulations, customs and practices of the host country, Participants may participate in a program with a trained service animal only with acceptable documentation of the Service Animal's designation in relation to Participant's disability. In addition, Participants are solely responsible for all matters involving compliance with the host country's laws, regulations, customs, and practices as they relate to trained service animals. CIEE is not responsible for any customs or immigration requirements (or any related issues) which could arise regarding service animals and all such matters are the sole responsibility of the Participants. Subject to the laws of the Program host country, Service Animals may be prohibited from entering public and/or private facilities and/or onto certain modes of transportation. CIEE or CIEE provided housing representatives will not provide care for service animals. Participant is responsible for all care and feeding of eligible service animal.

#### ACADEMIC POLICY AND GRADE REPORTING

42. The policies governing students' academic experience and options while on program are articulated in the [CIEE Student Academic Manual published on the CIEE website](#). This document is made available to students in digital or hard copy format at the beginning of the program and is also available in the student portal. The policies in the Student Academic Manual are subject to change without notice, and acceptance of this Participant Agreement constitutes acceptance of the policies of the Student Academic Manual.
43. Students are solely responsible for their academic success and for knowing and adhering to the policies of their home institution, in addition to CIEE's stated policies and those of the host institution abroad. Recommendations for course pre-requisites can be found on individual course syllabi. The student is responsible for consulting with his/her home school advisors prior to departure to ensure that coursework completed at the home school prior to study abroad fulfills the noted requirements to be successful in the course. Students are expected to report any concerns they may have regarding academic matters to the CIEE Center Director as they arise on site.
44. Students on CIEE programs are required to take a full course load as offered by each program. Unless the advertised program course load requirements indicate otherwise, no students can be enrolled in more than 18 U.S. semester credits without approval from the CIEE Center Director and the student's home institution Study Abroad Office. It is also the responsibility of the student to obtain information regarding the home

school policies that determine whether and how credit is counted towards the student's degree program and to meet financial aid Academic Progress requirements.

45. The CIEE Academic Record or School of Record transcript will contain letter grades for all registered courses—including failing marks to aid home institutions in financial aid satisfactory academic progress calculations required by US law. Pass/fail registrations or conversions are not permitted in CIEE courses nor in international host institution courses that are offered for graded credit.
46. The policies stated within these Terms and Conditions and in the CIEE Academic Manuals given to students during onsite orientation, are what is minimally required by CIEE for all programs; however, each CIEE program may provide students with additional and more stringent policies, specific to the needs and academic culture of that location, program, and/or host institution. Students are held equally responsible for all stated policies.
47. CIEE will not release Academic Records (neither officially nor unofficially) for Participants who have outstanding financial or administrative obligations to CIEE in the form of program fee or site debts.
48. Participants who have earned failing grades in two or more of their attempted courses, or in one course if the program only offers one course for credit will have their grades released to their home schools regardless of any outstanding debt.
49. Students failing more than 50% of their courses may not be eligible to continue to a subsequent term of study with CIEE, to be determined at CIEE and Academic Home Institution's discretion, and minimally will be required to have periodic academic progress meetings with CIEE and/or Academic Home Institution's staff during the continued term of study.
50. CIEE will not release grades to Participants over the phone at any time. Occasionally, Participants require copies of the CIEE Academic Record. Under no circumstances is anyone other than the Participant or the Participant's home institution allowed to request copies of a CIEE Academic Record. Requests from Participants must be made in writing to the CIEE U.S. office using the information on the CIEE.
51. The CIEE Registrar and Registration staff are the only people authorized to release students' final grades. Information regarding current grade reporting procedures may be found on the [CIEE Grades and Transcripts website](#).
52. Any reference to "home school advisor" by CIEE staff or within these Terms and Conditions refers to the study abroad advisor at Participant's the home institution, not an academic advisor. It is the responsibility of the student to communicate all matters related to their program with their study abroad advisor.
53. In most cases, the home institution both nominates students to CIEE for admission and grants them credit following their successful completion of coursework. In some cases, however, the home institution nominates students but requires that the coursework completed abroad transfer through an official U.S. School of Record.
54. Only those students whose home school study abroad advisors indicate the need for the student's grades to be processed by a School of Record on the initial program application, by completing the appropriate section of the CIEE Home School Nomination Advisor Task in the application, are eligible to receive a School of Record transcript. Students cannot be retroactively processed as (or removed as) a School of Record participant once the Participant Contract task is signed by the student. Participating on a CIEE Study Abroad Program through a School of Record requires a supplemental administrative fee (cost as noted in the advertised CIEE program fee breakdown sub notes), which will be included on the student's program fee bill from CIEE unless the student's home school asks to be billed for this fee, on behalf of the student, in their Billing Agreement with CIEE. Please note that the student is responsible for paying the School of Record fee once the student has signed their CIEE Participant Contract.
55. The student will be billed for the School of Record fee with the rest of his/her program fees and will be held responsible for payment of this fee even if s/he withdraws or cancels after signing the contract. In addition, but unrelated to the School of Record fee, students will also be required to submit an SOR Waiver form, for their demographic information, course registration and final grades to be transmitted to the School of Record for processing.

### Academic Dismissal from the Program and Consequences

56. CIEE Academic Policy is available. CIEE reserves the right to modify or cancel any statement in the program descriptions and information as listed at [www.ciee.org](http://www.ciee.org), or in the hard copy program catalogs, without prior notice.
57. All questions regarding should be directed to your CIEE Study Abroad Advisor, or for Academic matters, to the CIEE Registration team at 1-800-40-STUDY or [registrar@ciee.org](mailto:registrar@ciee.org).
58. CIEE may dismiss from the program any student who does not comply with the relevant regulations and requirements as outlined in the CIEE Participant Contract and these Terms and Conditions.
59. Participants are expected to comply with regulations established by CIEE, their home universities, and the host institution. The CIEE Center Director may establish additional requirements that are essential to the students' achievement of their educational goals or to continuing good relations with the Host University or community.
60. If at any point CIEE has knowledge that a student is failing 50% or more of the attempted courses in any one term of a multi-term study plan, the student may be subject to dismissal by CIEE at any point prior to completion of the original program duration for which the student was accepted. Similarly, requests for extensions to study for additional terms beyond those to which the student originally applied will be denied. In some but not all cases, the CIEE Center Director issues a warning letter to students and/or requires students to provide periodic, written academic progress reports from professors, if they are not acting in compliance with program regulations or performing well in classes. If a warning letter is issued, students are expected to take responsibility for changing their behavior or risk early dismissal and consequent loss of time, money, and academic credit.
61. CIEE DOES NOT GRANT PROGRAM FEE REFUNDS OR CREDITS TO STUDENTS WHO ARE DISMISSED FROM THEIR PROGRAMS. Any student dismissed from a CIEE program prior to the end of the add / drop period will be removed from any registered courses without any grade penalty. Any student dismissed from a CIEE program following the add / drop period will be withdrawn and a grade of WF (Withdrawn Failing) will be reported for all academic classes not yet complete.

### FORUM AND METHODOLOGY FOR DISPUTE RESOLUTION

62. This agreement shall be legally binding upon myself, my parents or guardians, all minors traveling with me, my heirs, successors, assigns and legal representatives. This entire agreement is entered into on behalf of all members of my family who accompany me. I certify that I am the parent or legal guardian of any legal minors under the age of majority who accompany me.
63. All program applications are subject to acceptance by CIEE in the City of Portland, State of Maine, United States of America. I agree that any dispute or claim which refers or relates to this Participant Contract, any literature related to the Program, or the Program itself, shall be litigated solely and exclusively in those courts located in the City of Portland, State of Maine, United States of America, subject to substantive and procedural Maine law, and for this limited purpose, the parties agree to exclusive venue and personal jurisdiction therein. At the Participant's option, however, in lieu of litigation, CIEE will agree to binding arbitration in Portland, Maine, subject to substantive but not procedural Maine law. In any such arbitration, the arbitrator and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this contract, including but not limited to any claim that all or any part of this contract is void or voidable.

### SEVERABILITY

64. In the event any part of this CIEE Program Participant Contract is found to be legally void or unenforceable, then such part will be stricken but the remainder of this document shall remain in full force and effect.

**ATTACHMENT A**

**BILLING, PAYMENT, AND CANCELLATION POLICY**

I understand that I am responsible for CIEE program fees as published at <http://www.ciee.org/study-abroad/> for my program and term(s) of study, as well as any associated fees as billed to me by my home institution. I also understand and agree that CIEE does not give refunds (or partial refunds) for unused services that are included as part of the program fee.

I understand that if my CIEE-billed fees are not paid in full in accordance with the dates and timelines found in CIEE’s terms and conditions, my account may be sent to an outside collection agency for further collection efforts. I also understand and agree that should my account be sent to an outside agency for further collection, all fees relating to the collection of my outstanding balance will be added to my CIEE account balance and I will be responsible to pay these fees in full.

I understand that if I withdraw from a program, I must notify CIEE in writing about my withdrawal. Withdrawals are effective only upon the date of receipt of written notification by the CIEE Study Abroad department. I also understand that I am responsible for notifying my home institution of my withdrawal, and for any associated home institution penalties or fees. **If a student is dismissed from a program due to violation of these policies or voluntarily chooses to leave the program prematurely, no refund of any kind is available.**

I further understand that:

Participants participating in block- or session-based programs may not change programs for any Accepted blocks or sessions after arriving at the first location of the Confirmed study plan for the term.

If I choose to withdraw or cancel my participation, my refund is based on the date of my cancellation made in writing. Tiered housing payments are nonrefundable for any reason other than lack of availability, and therefore will not be refunded if a Participant cancels or withdraws from a CIEE program anytime after the 15 day 100% cancellation window outlined below. The cancellation schedule for refund of Program Fees is as follows:

Cancellation/Withdraw Schedule FA24-SU25	
Semester programs	Percentage Refund of Program Fee
On or before 15 days prior to program start date	100% (less non-refundable fees)
14 days prior until 1 day prior to program start date	75%
Program start date up to/including 21 days after arrival	50%
Day 22 after program start date and later	0%
Open Campus	Percentage Refund of Program Fee
On or before 15 days prior to program start date	100% (less non-refundable fees)
14 days to 1 day prior to program start date	75%
On or before 4 days after program start date	50%
Day 5 through 27	0%

Day 27 through end of block	-25% for any subsequent blocks
Summer and January programs	Refund of Program Fee
On or before 15 days prior to program start date	100% (less non-refundable fees)
14 days to 1 day prior to program start date	75%
On or before 4 days after program start date	50%
Days 5 thru 10 after program start date	0%
After day 10 of program start date through end of program	-25% of future sessions
Virtual Internship Programs	Refund of Program Fee
Before program start date	100% (less non-refundable fees)
On or after program start date	0%

- “Non-refundable fees” is defined as Application Fee, Confirmation Fee and School of Record Fee (if applicable)
- “Program Start Date” is defined as the first day of program, as posted on the CIEE website and materials for the specific program.

**Please note that in all withdrawal circumstances the Application Fee and the Participation Confirmation payment are non-refundable. If a Participant applied to study through a School of Record, the School of Record fee is non-refundable once the student has Confirmed his/her place in the program.**

All CIEE programs are based on a variety of factors including cohort size, risk analysis, and operational feasibility. In the unlikely event that a program is cancelled before the program start date due to low enrollment, health and/or safety reasons, acts of god, or for any reasons that makes it – in CIEE’s sole estimation – impracticable or impossible to operate the program, CIEE will refund all payments received but will have no further liability to the participants.

All pricing is listed in U.S. dollars. While CIEE makes every effort to ensure the accuracy of its program pricing, it cannot be held responsible for typographical errors, printing errors or malfunctions of its website.

**PROGRAM FEES AND PAYMENT**

Program Fees

1. Comprehensive program fees and breakdowns are available on the CIEE website, in [downloadable PDF](#) files. **CIEE does not give refunds (or partial refunds) for unused services that are included as part of the advertised program fee.** CIEE program fees are set by the CIEE U.S. office. All questions regarding CIEE program fees must be directed to the CIEE Billing Team.
2. Participating in a CIEE Study Abroad Program through a School of Record requires a supplemental administrative fee (cost as noted in the advertised CIEE program fee breakdown sub notes), which will be included on the student’s program fee bill from CIEE unless the student’s home school asks to be billed for

this fee, on behalf of the student, in their Billing Agreement with CIEE. Please note that the student is responsible for paying the School of Record fee once the student has signed their CIEE Participant Contract. The student will be billed for the School of Record fee with the rest of his/her program fees and will be held responsible for payment of this fee even if s/he withdraws or cancels after signing the contract. In addition, but unrelated to the School of Record fee, students will also be required to submit an SOR Waiver form, for their demographic information, course registration and final grades to be transmitted to the School of Record for processing.

3. Students requesting to enroll in more credits than advertised for the program will be responsible for payment to CIEE for, and advised in writing of, any supplemental tuition fees that may be associated with the requested credit overload.

#### Confirmation of Participation

4. CIEE requires a confirmation payment, known as the "Confirmation Fee", as part of the program fee, from each student intending to participate in a CIEE Study Abroad program. This confirmation payment is not an additional fee but is a non-refundable part of the published Program Fee and is paid at the time the "CIEE Participant Contract" and "Confirmation Fee" tasks are completed during the online application process. In lieu of paying the Confirmation Fee at the time the Participant Contract task is completed, a student may elect to be billed for the Confirmation Fee with the rest of their program fees. In some cases, home institutions confirm participation for the student. Forms and detailed information are included in the acceptance materials, as appropriate to the agreement with the student's home institution. After the Participant Contract task is completed in their application, the student is considered Confirmed, regardless of whether the Confirmation Fee task is completed, and the student is held responsible for the Confirmation Fee and any other relevant program fees as outlined in these Terms and Conditions.

#### Payment of CIEE Program Fees

5. Participants are billed after reaching "Accepted" status to a CIEE program; typically, within 30 to 60 days before the start of the program. Once the student has completed the Participant Contract task in the online application process, the CIEE Withdrawal or Deferral Refund Policy (outlined in Section 24, above) applies.
6. CIEE has agreements with some institutions regarding billing procedures for their students. In some cases, institutions ask CIEE to bill students directly and, in others, CIEE bills the institution or sends a statement of relevant student(s) fees to the institution to be billed to the student(s) via the home school's billing system. In either case, the student is ultimately responsible for ensuring that the full program fee is paid. In the absence of an existing arrangement with a school or where the participant does not have a home institution, CIEE bills the participant directly.
7. Participants who owe outstanding balances to CIEE after program start date risk having their accounts sent to Collections for non-payment.

#### Due Dates, Late Fees, and Interest

8. Program fees are billed by term (fall, January, spring, and summer).
9. Students participating in an academic year or calendar year program or in programs for two or more consecutive terms, receive a bill for each term. Program fee payments for each term must be paid by the due date listed on the statement for each term.
10. Students participating in an academic year program will be billed for the full advertised fall term fee prior to departure in the fall and for the difference between the full fall fee and the published academic year program fee prior to the advertised start of the spring term.
11. Students participating in a calendar year program will be billed for the full spring term fee prior to departure in the spring and for the difference between the full spring fee and the published calendar year program fee prior to the advertised start of the fall term.

12. Qualified Participants may request a deferred payment due date using the following forms. Please note that deferred payment due dates are not available to Autonomous students.
  - a. Financial Aid Deferral Form: If a portion of the Participant's program fee will be paid by financial aid (scholarships, grants, loans, etc.), that amount may be given a deferred payment date, without cost to the Participant, based on the financial aid disbursement date listed on the Financial Aid Deferral Form to allow the posting of the financial aid to the Participant's account at the home school and forwarding of funds to CIEE. To secure this deferral, the Participant must provide a completed Financial Aid Deferral Form and any required payments above the amount of anticipated financial aid, by the due date on the statement.
    - i. There is no administrative fee for financial aid deferral requests however, it is the Participant's responsibility to arrange for financial aid to be sent to CIEE by the approved deferred payment date either directly from the school or from the student's own bank account.
    - ii. Students studying on CIEE programs for more than one term need to submit a Financial Aid Deferral form for each term to have their payments deferred for each billing period. Students may also track the progress of these requests on their myCIEE online accounts.
  - b. Standard Payment Plan Form: For non-financial aid deferred payment due dates, semester and summer program participants may request a split payment plan by submitting a completed CIEE Standard Payment Plan request form by the due date on the statement. There is an administrative fee for the Standard Payment Plan option of \$100 (\$50 for summer programs), due with the initial installment payment that accompanies the payment plan form.
  - c. Program Fee payment terms are as follows:
    - Fifty percent (50%) of the total balance due plus the \$100 (\$50 for summer program participants) payment plan fee to be paid by the due date on the billing statement;
    - Seventy-five percent (75%) to be paid by February 1 for spring, June 1 for summer, and September 1 for fall programs; and
    - One hundred percent (100%) to be paid by March 15 for spring, July 15 for summer, and October 15 for fall programs.
13. Students studying on CIEE programs for more than one term will need to submit a Standard Payment Plan form for each term if they wish to have their payments deferred for each billing period. The Standard Payment Plan may be requested in conjunction with a Financial Aid Deferral request.
14. Please note that approvals of deferrals and payment plans are not automatically granted and are at the discretion of CIEE. Students requesting payment deferrals/payment plans will typically receive an updated billing statement via their myCIEE online account, outlining the terms of their deferral request within 7-10 business days of receipt of the forms at CIEE. Students may also track the progress of these requests on their my CIEE online accounts.
15. Ultimately, it is the Participant's responsibility to ensure that all program fees are paid and that any aid being forwarded from the home institution (or any other organization) is sent to CIEE by the scheduled due date as noted on the billing statement or in the Financial Aid Deferral schedule outlined on the billing statement.

#### Exclusion from Participation

16. Any Participant who fails either to pay in full by the stated due date on the statement or by the payment dates as indicated in the payment deferral/payment plan schedule, may be subject to exclusion from participation at the sole discretion of CIEE. Notification of exclusion for non-payment may be delivered at any time prior to and/or during the program, but Participants will receive at least one late payment notification via email before any action to exclude is taken.

#### Late Fees and Interest

17. Any Participant who fails to pay in full or to submit an appropriate payment deferral/payment plan request by the due date on the statement will be charged a \$200 late fee and is required to submit immediate payment for all remaining fees in full.
18. Any student approved to participate on a Standard Payment Plan who misses the 75% or the 100% deadline will be charged a \$200 late fee for each missed deadline.
19. Any student on a Financial Aid Deferral plan whose payment is not received at CIEE by the approved deferral deadline, as outlined in the deferral schedule on the revised statement after the proposed Financial Aid Deferral form has been submitted to CIEE, will be charged a \$200 late fee.

#### Site Debts

20. Any unpaid debts at the end of a semester that were incurred by, or on behalf of, a participant will be billed to that student in U.S. dollars by the CIEE U.S. office, and the student's grades will be held until the debt is paid in full.
- 21. Grades will not be transmitted for any student for whom an unpaid balance or site debt remains.**
22. Participants who have received failing grades for half or more than half of the total course work attempted will have their grades released to their home schools, regardless of any outstanding debt, and risk having their accounts sent to collections for non-payment. Returned checks and declined credit card payments are considered as failure to make the payment.

#### Deferral of Fall and Spring (semester or block) Programs

23. In the case of qualified program participation deferral for a confirmed Participant, the non-refundable Participation Confirmation fee and any applicable School of Record fees must be paid for that term, but, at the discretion of CIEE, may be applied towards future participation on this or another CIEE Study Abroad program within the next 12 months. Students can elect to be billed for the Participation Confirmation fee during the application process of the selected term. A credit will then be applied to the student account once CIEE verifies that the Participation Confirmation fee and any applicable School of Record fees are paid in full for the deferred term. Students may not defer less than 15 days prior to the scheduled arrival date, nor may they defer the second semester of a full year program.

#### Deferral of January and Summer Programs

24. In the case of qualified program participation deferral for a confirmed Participant, if a request is received on or more than 15 days from the advertised program arrival date, the non-refundable Participation Confirmation fee and any applicable School of Record fees must be paid for that term, but, at the discretion of CIEE, may be applied towards future participation in this or another CIEE Study Abroad program within the next 12 months. Students can elect to be billed for the Participation Confirmation Fee during the application process of the selected term. A credit will then be applied to the student account after CIEE verifies that the Participation Confirmation fee and any applicable School of Record fees are paid in full for the deferred term. Students may not defer less than 15 days prior to the first scheduled arrival date for the session(s) of participation, nor may they defer a second or third session if participating on more than one session in that same summer.

#### Billing:

CIEE bills for programs in the following two ways: (1) Participants Billed Directly by CIEE or (2) Institution Billed for Participants from the Institution. Specific policies are outlined for each billing scheme below. In all billing scenarios, grades will be withheld if there is any outstanding balance on the account.

#### Participants Billed Directly by CIEE

1. Billing statements are made available to the participants via their myCIEE online account and sent via email to both the participants and the participants' primary Emergency Contacts (as identified by the participants in the program application).
2. CIEE billing staff will notify participants via email when their initial billing statement is available.
3. Participants billed directly by CIEE are responsible for maintaining their own accounts. If a parent or other designee will be managing payment of fees on behalf of the Participant, it is the Participant's responsibility to ensure that all statements and other billing information are forwarded appropriately.
4. Program fee payments are due in full 30 days from the production/ mailing date of the bill unless the student secures an approved payment plan. Individual student payments are accepted via personal check, money order, or cashier's check made payable to CIEE and sent with a copy of the billing statement to CIEE, CIEE, INC P.O. Box 23981 New York, NY 10087-3981. Payments may also be made via credit card (MasterCard or Visa) or debit card through myCIEE.
5. Any CIEE program fees billed directly to the Participant and not paid in full, in accordance with the dates and timelines found in CIEE's terms and conditions, may be sent to an outside collections agency for further collections efforts. All fees charged to CIEE relating to the collection of a participant's outstanding balance will be added to the Participant's CIEE account balance and will be the responsibility of the participant to pay in full.
6. Grades will not be transmitted for any student for whom an unpaid balance or site debt remains.

#### Fees Billed by CIEE to Institutions

1. In the case of fees billed by CIEE to institutions, the institution must provide the name, full address, and other contact information of the person responsible for settling the account. The policies below will be followed unless an alternative agreement has been signed by CIEE and by the institutional representative.
2. All program fees, as outlined on the CIEE billing statement sent to the institution, must be paid in full 30 days from the date of statement, unless alternate payment due dates are outlined in the organizational billing agreement between CIEE and the billed institution.
3. CIEE program fees that are billed to universities are typically sent via email in May, June, and November/December.
4. Institutional payments are accepted via check made payable to CIEE and sent with a copy of the billing statement to CIEE, INC P.O. Box 23981 New York, NY 10087-3981 or via ACH or bank wire transfer (ACH and wire transfer payment information is included on the statement information page that accompanies the institutional bill). No institutional payments via credit card are accepted.
5. Institutions that send Participants on CIEE academic year or calendar year programs or in programs for two or more consecutive terms, will receive a bill for each term. The program fees for each term must be paid in full 30 days from the date of statement for each term unless alternate payment due dates are outlined in the organizational billing agreement between CIEE and the billed institution. Statements for Participants in an academic year program include the full advertised fall term fee on the fall term institutional bill, and the difference between the full fall fee and the published academic year program fee on the spring term institutional bill.
6. Statements for Participants in a calendar year program include the full advertised spring term fee on the spring term institutional bill, and the difference between the full spring fee and the published calendar year fee on the fall term institutional bill.
7. Students attending two programs in consecutive terms for which academic year or calendar year pricing is not available, will receive the CIEE Transfer Student credit on the statement for the second term of attendance.
8. The billed institution, as opposed to the individual program Participant, is held responsible for payment of program fees for confirmed Participants, as indicated on the bill from CIEE. It is the institution's responsibility to pay CIEE in full for the balance due as noted on the statement each semester, regardless of whether the student has paid the institution in full or has any outstanding balance with the institution. **Grade reports will be withheld by CIEE for all students of an Institution which owes outstanding debt at the end of the semester or year abroad. Held grades will only be released upon receipt of cleared**

**funds for the outstanding debts and completion of any administrative responsibilities required of the students.**

9. Institutions who agree to accept bills from CIEE on behalf of their students, also agree to be responsible for cancellation fees for their Confirmed students, as outlined in the institutional billing agreement and per the Withdrawal or Deferral Refund Policies in section 24, above.
10. Any institution not in good standing will be notified of the deficiency by CIEE. If deficiencies persist, CIEE reserves the right to terminate the billing arrangement with the institution. If the institution carries any balance more than one (1) calendar year beyond the original statement payment due date, the institution will be informed that they have 90 days to pay the balance in full or make acceptable payment arrangements with CIEE. Failure to do so will result in the termination of the institutional billing arrangement and may be subject to dispute resolution with debt collections and/or litigation.
11. Returned checks will be considered as failure to make the payment.

Important Notes applicable to all billing scenarios:

- A. Refunds will be sent to the billed party except in certain circumstances involving financial aid. If CIEE bills an institution, the refund is sent to the institution; if CIEE bills the Participant, the refund is sent to the Participant at the permanent address listed on the initial application, unless the Participant notifies CIEE otherwise.
- B. A refund of payment made by credit card (excludes Fees Billed by CIEE to Institutions) will be processed as a credit back to that card account, when possible, rather than sent via refund check.
- C. Please note that refunds of less than \$1 will not be processed. Similarly, CIEE will not bill Participants with account balances less than \$1. Refunds are processed within two months after the end of the term of study. Participants requiring refunds more quickly may contact CIEE to request expedited processing.
- D. Cancellations, withdrawals, and deferrals are effective upon the date CIEE receives written notification from the Participant. Participants must also notify their home institution directly if they plan to cancel, withdraw, or defer.
- E. Questions regarding home institution policies should be directed to the home institution, not to CIEE. Home institution payment policies are separate from CIEE's payment policies, and students will be held to both sets of policies.
- F. The "advertised program arrival date" is the CIEE posted arrival date, as listed on the CIEE website, which typically coincides with the first day of orientation for each term, block, or session. Withdrawal fee policies outlined for Participants studying for an academic year, calendar year, or on two consecutive terms of any sort are held to the CIEE posted arrival date for each term or session, as listed on the CIEE website, in accordance with the Terms and Conditions listed above rather than the host university or CIEE class start dates. Students participating in block or session-based programs may not change programs for any accepted blocks or sessions after arriving at the first location of the confirmed study plan.
- G. Participants who receive scholarship or grant from CIEE and subsequently cancel or withdraw from the program for which they were awarded must repay CIEE the scholarship or grant received. If the amount of the scholarship or grant is less than the amount of any refund due, the scholarship or grant amount is deducted from the refund. If the amount of the scholarship or grant is greater than any refund due, the Participant must repay CIEE the difference.
- H. Payment deferral, based on home school financial aid disbursements after the program starting date, cannot be granted past the following dates: October 15 for the fall semester; March 15 for the spring semester; and July 1 for summer programs.
- I. CIEE withholds final grades when Participants have outstanding financial obligations to CIEE or the program site. Participants who have received failing grades for more than half of the total course work attempted will have their grades released to their home schools, regardless of any outstanding debt, and risk having their accounts sent to Collections for non-payment.

Contact CIEE Billing:

All questions regarding Participant financial accounts should be directed to the CIEE Billing team, at 1-800-40-STUDY or [StudyBillingTeam@ciee.org](mailto:StudyBillingTeam@ciee.org).

CIEE reserves the right to modify or cancel any statement in the program descriptions and information as listed at [www.ciee.org](http://www.ciee.org), or in the hard copy program catalogs, without prior notice.

## ATTACHMENT B

### PROGRAM RULES AND PARTICIPANT EXPECTATIONS

#### Program Rules and Local Law:

I understand that I am obligated to comply with U.S. and local laws and customs while traveling abroad. Many such local laws and customs may be substantially different from those in my home country. I understand that my conduct can influence the educational benefits intended by the program. CIEE reserves the right to decline or dismiss any person as a Participant in the program at any time, before or during the program, if the Participant (i) has failed to comply with any material provision(s) of this Participant Contract, or (ii) if the Participant's continued participation or presence in the program, in CIEE's sole discretion, constitutes a risk to that person's health, or to the enjoyment, integrity, and/or safety for others in the program. I understand that conduct considered unacceptable to CIEE includes, but is not limited to:

- Engaging in any criminal conduct or breaking any laws of the host location;
- Non-compliance or violation of Covid-19 or other public health orders, local laws, or immigration requirements;
- Using, purchasing, distributing, or possessing any weapons, or use of any firearms;
- Using, purchasing, distributing, or possessing illegal drugs or any other controlled substances;
- Misrepresentation of identity;
- Disobeying academic policies including, but not limited to, plagiarism and absenteeism;
- Threatening or abusive behavior toward others;
- Bullying;
- Sexual harassment;
- Excessive consumption of alcohol or other intoxicating substances, legal or illegal.
- Failure or refusal to take prescribed medications at the recommendation of medical professionals
- Unwillingness to cooperate with other Participants in the program, program staff, hosts, and host institutions.
- Violation of fellow students' privacy rights or CIEE Code of Conduct
- A student who is deemed to have become at risk of harm to themselves or others, or becomes unable to thrive in a Program environment.

Such conduct, as well as any other conduct which in the sole discretion of CIEE may be damaging to the program, the Participant or other Participants, host families, working relations with governments, suppliers, and educational institutions with whom CIEE contracts/cooperates, is grounds for dismissal from the program. Dismissal by CIEE will not reduce any obligation for payment of full program costs.

**I UNDERSTAND THAT IF I AM DISMISSED FROM A PROGRAM OR VOLUNTARILY CHOOSE TO LEAVE THE PROGRAM PREMATURELY, I AM NOT ELIGIBLE FOR A REFUND OF ANY KIND.**

#### PARTICIPANT EXPECTATIONS AND RESPONSIBILITIES:

##### Independent Travel

1. I understand that any rights and privileges as a Participant, including housing, do not begin until my official program start date. I must inform my CIEE study abroad advisor of any travel that would affect my arrival on the advertised program start date. After arriving onsite, I will communicate all independent travel outside of the city hosting my study abroad program with the onsite program staff. Required to attend orientation. Notify program staff of delayed arrival.

2. As part of my decision to travel, I will submit a CIEE Independent Student Travel form with the onsite travel itinerary and contact information to CIEE staff prior to departure from the program site.
3. All independent student travel must be done at a time that does not conflict with the academic program or any required CIEE program activities. I understand that I must follow any specific travel guidelines set by CIEE staff.
4. I understand that I am solely responsible for all independent student travel throughout the duration of the CIEE program. I am responsible for reading all current public updates (U.S. State Department, World Health Organization, Centers for Disease Control and Prevention, etc.) about the health and safety situation in areas of, or in the country or countries to which I will travel.
5. I understand CIEE strongly discourages independent student travel to destinations with a U.S. State Department Advisory Level of 3 (Reconsider Travel) or 4 (Do Not Travel) due to terrorism, war or conflict. I will obtain written approval from my home school and abide by their policies for independent travel. I share this written permission with onsite staff before departure. In some cases, CIEE, in its sole discretion, may decide a destination to be too dangerous independent of a State Department Advisory.
6. I understand that CIEE may not intervene or assist on my behalf once I have left the program site. In certain locations, I understand that CIEE may not be able to render any assistance whatsoever.
7. I understand that local driving laws and practices are unlike those in the U.S. CIEE strongly discourages Participants from driving, renting, leasing, or owning a motor vehicle while participating on the program, and will not offer assistance in the case of a driving related incident.
8. CIEE Participants are expressly forbidden to use private vehicles to attend any CIEE sponsored events and may be dismissed from the program for violation of this provision. CIEE will not assist Participants with any personal motor vehicle-related issues, including problems resulting from the use of vehicles or accidents before, during, or after the program. Participants who choose to own / lease / rent / drive vehicles do so entirely at their own risk.

#### Drug and Alcohol Policy

9. Students are subject to the laws of the host country and any policies and regulations of the host university. Participant's consumption of alcohol or drugs, whether legal or illegal in the host country, is entirely at their own risk. CIEE will not be held legally or financially responsible for any consequence of Participant consumption.
10. Alcohol abuse, as well as using, purchasing, distributing, or possessing, illegal drugs or any other controlled substances, by students is a serious violation of the terms of participation and can result in dismissal from the program. Participants who consume alcohol or any other controlled substance do so entirely at their own risk.
11. Penalties for drug violations in many host countries can be harsher than in the United States. Use of drugs other than prescribed drugs for legal medicinal purposes may result in expulsion from the study program, as well as possible criminal prosecution. Students traveling abroad are subject to the laws of the country they are visiting and are responsible for understanding legalities for medications even those of which are prescribed by doctors of their home country.
12. Mobile Phones: All Participants, faculty, and assistant(s) on CIEE programs are required to have cell phones that function in the host country. It is the responsibility of each program Participant to acquire, a cell phone for safety purposes.

13. Cell phones must be activated and connected to a cellular network (either local or roaming). Participants, faculty, and assistant(s) cannot rely solely on Wi-Fi access to receive calls and/or send SMS messages or access data. Students are responsible to maintain an active, charged cell phone on their person throughout the program including independent travel.
14. Once onsite at their CIEE program, Participants may be provided with information regarding cell phone services available in the host country during their CIEE on-site orientation but acquisition of said cell phone remains the responsibility of the student. The cost of these phones including, but not limited to, cellular data, insurance and other service charges are not included in the CIEE Program Fee.

#### Protests and Demonstrations

15. Demonstrations, rallies, protests, and the like may occur in the host city or country while Participant is onsite. CIEE expressly forbids Participants from attending, participating or knowingly venturing to an area of active in-person demonstrations.
16. If Participant activities related to demonstrations, rallies, and similar events result in arrest, detainment, physical injury, damage or loss of property and/or death, Participant agrees to hold CIEE harmless from any liability related to their decision to attend. In addition, Participant understands that CIEE may impose disciplinary sanctions if Participant engages in such activity after being instructed not to attend or be in the vicinity thereof.

#### Pandemics/Epidemics (e.g. COVID-19)

17. Participants are expected to adhere to all safety behaviors, practices and policies set forth in your country of participation and at their local CIEE Center. If Participant requires special health accommodations, they must inform their CIEE study abroad coordinator prior to arrival. Individual sites may have rules or instructions specific to its locality for compliance with health and safety guidelines. It is important you familiarize yourself with those rules, guidelines, regulations, ordinance, etc. upon arrival. Be advised that disregard for local rules which harmonize and protect the CIEE and/or local community are subject to additional discipline review as advised by CIEE staff.

#### Admission and Program Participation

18. CIEE works with home institutions regarding the processing of applications for CIEE programs. In nominating students, home institutions have the responsibility to evaluate applicants' credentials carefully and to determine their suitability for the selected programs. Endorsement of an individual applicant constitutes an assurance that the student meets the minimum admission standards for the program, that the student is prepared linguistically, academically, and socially to succeed and derive benefits from the program; and that it is appropriate for the student's academic program and goals.
19. Acceptance to all CIEE programs is done on a rolling basis by CIEE staff.
20. CIEE reserves the right to reject an applicant for any reason. CIEE encourages students to apply as early as possible to ensure a spot on their desired program. In cases where CIEE applications exceeds onsite capacity, CIEE will create a waitlist of applicants based on the date the complete application was received in Portland, Maine. Incomplete applications will not be considered. In waitlist situations, CIEE favors applicants from CIEE Academic Consortium member institutions who have an outstanding cumulative grade point average and supportive evaluations. CIEE does not discriminate on the basis of race, gender, sexual orientation, religion, age, marital status, national and ethnic origin, or disability.

21. Students may defer acceptance to a CIEE program for up to one year from the term of acceptance. The deferral request must be received in writing by the CIEE U.S. office prior to confirmed participation and no less than 15 days before the advertised arrival date for the program to which the student has been accepted to avoid financial liability (in cases where the Participant has confirmed participation in the program prior to requesting deferred status, the confirmation fee is non-refundable but may be applied toward the approved deferral term).
22. Under no circumstances will CIEE approve a request to defer participation on or after the arrival date for the program. To reactivate the application, students must submit an updated transcript and Home School Nomination form by the application deadline for the program they wish to attend. Students may be required to submit additional information.
23. "Autonomous participants" are students who request to study independently of a home institution and have agreed that their earned credits and grades with CIEE will not be sent at the end of the program to a home institution for transfer of credits to a transcript or degree program. These students are required to fulfill all CIEE academic and program requirements while abroad, will be evaluated via the CIEE credit and grading system for all coursework, and will have a permanent record of their final grades with CIEE.
24. Autonomous Participants will be able to review their final grades online once they have been processed and have up to two years to request that CIEE forward the original copies of their CIEE Academic Record to an institution that agrees to grant them credit based on the CIEE Academic Record. CIEE cannot guarantee that credits will be accepted by any institution that did not sponsor or approve the study abroad program at the time of application. Autonomous students may also request to be enrolled as a School of Record student prior to the advertised program start date, or by the deadline stated in the Autonomous Student School of Record offer email that is sent to all eligible Participants each application cycle (whichever date is earlier). Participants who elect to study with CIEE as "autonomous" also agree that they will not be eligible for any federal, state, or institutional grants, loans, scholarships, college savings plan disbursements, or tax credits that require enrollment certification from an eligible institution of higher education, nor will they be eligible to request deferred payment status on any student loans they borrowed prior to participation on the CIEE program, since their earned credits with CIEE will not count toward a degree program at an eligible institution, and since the degree-granting institution is responsible for processing all enrollment and financial aid certification documentation.

#### Late Arrival to a Program

25. Students are required to be present from the first day of the program orientation. In extremely rare cases, there may be valid academic or personal reasons for a student's late arrival. Permission for such arrangements can only be granted by the appropriate members of CIEE Enrollment, Global Operations, and Academic Affairs / Registration staff, and only upon receipt of both a written request from the student and written approval from the study abroad office at the student's home institution.
26. Student Program Orientation: The home institution will typically provide informational material covering relevant academic matters prior to the student's departure. It is the sole responsibility of the student to be familiar with this information and the policies of the home institution.

**Prior to the program start date, students are strongly encouraged to participate in a CIEE online Know Before You Go (KBYG) course or series of orientations (depending on location and program). A more extensive CIEE program orientation takes place at the program site, which all students are required to attend.**

## ATTACHMENT C

### CIEE CODE OF CONDUCT

#### Introduction

Every participant enjoys the right to fully engage in all aspects of academic, cultural and social life with CIEE, regardless of race, color, religion, national origin, ethnic identification, age, political affiliation and/or belief, sexual orientation, gender, gender identity, gender expression, economic status, or physical or mental disability. At CIEE we strive to create an environment that promotes Diversity, Inclusion and Belonging.

#### Purpose

The purpose of this Code of Conduct is to mobilize all program participants in upholding the CIEE mission by maintaining a respectful and inclusive environment that actively promotes:

- The exchange of information, ideas, beliefs and opinions in diverse forms. This includes dissemination and discussion of controversial topics and unpopular points of view.
- Respect for freedom of expression, free inquiry, and civil discourse.

Please note that all participants are required to sign a CIEE Participant Contract. The Code of Conduct should be read and understood. Infractions and violations will be handled in accordance with our discipline and dismissal policies and may result in sanctions up to and including dismissal from the program.

#### The Code of Conduct

##### **I Commit to Respectful and Inclusive Behaviors:**

- I will endeavor to create an inclusive environment that reflects how I wish to be treated and included in order to feel a sense of belonging. Therefore, I will make every effort to include others from different backgrounds in activities.
- I understand that every person's name is important, and I will make every effort to pronounce their name properly, and to employ their pronouns.
- I will treat others with respect, accept different opinions and perspectives, and recognize others' individuality, freedom, and dignity.
- I will be attentive to stereotypes or racist misconceptions found within my environment, refuse to participate in any kind of discriminatory behavior, and respectfully create awareness that such behavior is hurtful.
- I will make every effort to recognize any bias and identity-related incidences and report them immediately to CIEE staff and work towards a restorative solution to reestablish an atmosphere of inclusion and belonging.

#### **Social Media Policy**

CIEE recognizes that social media behavior is entitled to extensive protections under the First Amendment and will interpret this policy with those protections in mind. Students are expected to be respectful, careful, responsible and accountable for their use of social media. A student's right to make a statement does not mean that the speech has no consequences in terms of impact on others, judgments made about the speaker by third parties, or the impact on other stakeholders, including future employers. Students should not use social media to:

- a. Commit discriminatory harassment, threaten, or share posts that are defamatory towards another person.
- b. Claim or imply that they are speaking on behalf of CIEE.
- c. Intentionally inflict emotional distress on others.
- d. Share any personally identifiable information about another person without their consent, in possible violation of U.S. or local data privacy laws in effect in their country of study.

**ACKNOWLEDGEMENT & UNDERSTANDING**

Participant and Parent(s)/Guardian(s) have carefully read the above provisions of the Participant Contract, including Attachment A (BILLING AND CANCELLATION POLICY), Attachment B (PROGRAM RULES AND PARTICIPANT EXPECTATIONS), and Attachment C (CIEE Code of Conduct) and fully understand the terms therein.

**PARTICIPANT CERTIFIES THAT ALL ASSERTIONS MADE IN THIS "CIEE PROGRAM PARTICIPANT CONTRACT" ARE TRUE AND CORRECT AND MADE OF PARTICIPANT’S OWN FREE WILL.**

Participant and Parent(s)/Guardian(s) acknowledge freely and voluntarily signing this Contract. Participant agrees to comply with all Program terms and conditions herein.

This form must be signed by the Participant. If the Participant is under age 18 at the time of signing, it must also be signed by their Parent or Legal Guardian. Parent(s)/Guardian(s) expressly acknowledge that they are signing the Contract on behalf of the Participant and that the Participant will be bound by all the terms of the Contract.

Participant Signature: \_\_\_\_\_

Date:

\*Note, this document is to be signed electronically via the Participant’s CIEE Account if you cannot sign electronically, you will need to upload or email a physically signed copy of this document.