CIEE STUDY PROGRAM PARTICIPANT AGREEMENT

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 2025, JANUARY 2026, SPRING 2026 AND SUMMER 2026 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 AGREEMENT, THE PARTIES AGREE THAT THIS SHALL CONSTITUTE A BINDING CONTRACT BETWEEN THE UNDERSIGNED AND CIEE.

SCOPE

The parties to this CIEE Study Program Participant Agreement (the "Participant Agreement") are as follows: f

CIEE, Inc. ("**CIEE**"), a Delaware 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 principal place of business 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", "they," "their, "me" or "my" herein include the student enrolled in any Program (including CIEE Study Abroad Programs, as well as the student's parents or legal guardians.

All references to "**Program**" or "program term" herein shall be limited to the scheduled term and specific dates of enrollment for the student enrolled in a CIEE Program.

This Participant Agreement includes, and incorporates by reference herein, the following Attachments, which are material provisions of this Participant Agreement.

- Attachment A (BILLING AND CANCELLATION POLICY);
- Attachment B (PROGRAM RULES AND PARTICPANT EXPECTATIONS),
- Attachment C (CIEE Code of Conduct),
- Attachment D (ASU COURSES RULES AND CONDITIONS) linked to this Participant Agreement, if relevant to Participant's Program

Participant agrees to each of the foregoing Attachments as part of this Participant Agreement.

Participant also agrees to be subject to, bound by, and to observe the following items:

- 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.

Participant agrees to be bound by and subject to the terms and conditions of the General Policies and Program Delivery Agreement or Terms noted above.

In the case of conflict or inconsistency between the Participant Agreement and the General Policies referenced above, the Participant Agreement shall prevail and govern to the extent of such conflict or inconsistency. Informational supplements, such as Program schedules, website provisions unless expressly referenced herein, and sample itineraries, are not contractual terms, are subject to change and modification, and are not binding or incorporated into this Participant Agreement.

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

IF A STUDENT IS DISMISSED FROM A PROGRAM DUE TO ANY VIOLATION OF THIS PARTICIPANT AGREEMENT OR THE POLICIES REFERENCED HEREIN, OR IF THE PARTICIPANT VOLUNTARILY CHOOSES TO LEAVE THE PROGRAM PREMATURELY, NO REFUND OF ANY KIND IS AVAILABLE.

The foregoing provisions are a substantive part of this Participant Agreement and are incorporated herein by reference.

ASSUMPTION OF RISK, LIABILITY RELEASE, AND HOLD HARMLESS AGREEMENT:

- Participant, on their own behalf, and on behalf of their heirs, successors and assigns, agrees to indemnify and hold harmless CIEE, its employees and agents from any and all loss, damage, harms, liability or expense of any kind (including attorneys' fees) ("Risks and Harms") arising out of, or relating to, their participation or presence in the Program, including those caused by their own activities or acts of other Participants that may be deemed dangerous, unsafe, or illegal in nature, except unless caused by gross negligence or willful misconduct by CIEE's employees or agents.
- 2. NO CONSEQUENTIAL DAMAGES. Participant understands and agrees that 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 Participant Agreement, regardless of whether any potential loss or claim asserted by Participant (or anyone who may claim through Participant) sounds in contract, breach of warranty, tort, statute, code, or other legal or equitable basis.
- 3. Without limitation, Participant indemnifies and holds CIEE harmless for any injury, loss, or damage to person or property, including death, delay, or inconvenience, that arise out of or relate to the participation of Participant in the Program that are occasioned by or resulting from the events, including: , acts of God, force majeure, acts of government or third parties not affiliated with the Program, acts of war or civil unrest, war, invasion, hostilities (whether war is declared or not), riots and other civil unrest, action by any governmental authority, national or regional emergency, insurrection or revolt, strikes or other labor activities, criminal conduct, terrorist or threatened terrorist activities of any kind. This provision applies in addition to any other provisions of this Participant Agreement addressed to Participant's indemnity and hold harmless obligations.
- 4. CIEE reserves the right, in its sole discretion, to make changes in any Program's itinerary (including scheduling, events and activities), student housing assignments, to make substitutions of or changes in courses, excursions, lectures, site visits, and topics listed currently in the catalog or on the CIEE website. Participant understands and agrees that such changes shall not give rise to any claim or liability to CIEE, including monetary or other damages arising out of or relating to such changes.
- 5. Participant understands and agrees that CIEE is not responsible in any manner for claims predicated upon events occurring prior to the Program start date or after the Program end date. Participant agrees to indemnify and hold CIEE harmless from any Risks and Harms, injury, loss, or damage to person or property, death, delay or inconvenience in connection caused by 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, terrorism, overbooking or change to accommodations, travel, structural or other defective conditions in houses, apartments or lodging facilities (or in any heating, plumbing, electrical or structural system therein), mechanical or other failure of airplanes or other means of transportation, dangers associated with or bites from animals, insects or pests, injuries or death occasioned by participating in athletic activities, 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 control of CIEE.

- 6. Participant understands that real or perceived epidemics and/or pandemics can delay, disrupt, interrupt, or cancel programs. Participant acknowledges and agrees that such items include but are not limited to, cancellation, disruption, delay, transition, change or other alteration of my program, and assumes all risks of loss and inconvenience that arise out of such events. Participant understands and agrees that they will be subject to the public health laws of the Program's host country where Participant is studying, and CIEE's policies, if applicable, concerning heightened entry requirements, changed regulations and other precautions in the event of a health emergency or outbreak, including, but not limited to: isolation, quarantine, and departure from host country.
- Participant accepts that any additional time and expense incurred due to illness, investigation, or compliance with health requirements or entry protocols for non-vaccinated individuals are is their full responsibility and that Participant is not entitled to any damages, refund, or logistical or financial assistance by CIEE.
- 8. Participant assumes all risk of harm, including, bodily injury, death, emotional trauma, property damage, inconvenience and/or loss, resulting from negligence or any other acts of third parties, however caused, including, but not limited to, the risks identified above. It is my intention fully to assume all the risks of travel and participation in the Program and to indemnify and hold harmless CIEE from any and all liabilities to the maximum extent permitted by law.
- 9. Except for certain housing and classroom/office space owned by CIEE and for resident directors and staff employed by CIEE, CIEE does not provide goods or services for your Program. Instead, CIEE makes arrangements with third parties for such goods or services. All such persons and entities are independent contractors over whom CIEE has no direct control. Participant understands and agrees that CIEE is not liable for any acts or omissions of such third parties, including independent contractors who may provide goods and services in relation to the Program.
- 10. The undersigned understand and agree that the term Participant as used herein includes student, parent(s), and/or legal guardians as the case may be. Each Participant understands and agrees to be bound by the terms of this Participant Agreement, including all terms and conditions addressed to assumption of risk, indemnification and hold harmless provisions, and limitation or release of liability. Participant represents and warrants that they fully understand the provisions of this Participant Agreement.

PROGRAM CANCELLATION AND FORCE MAJEURE

- 11. CIEE reserves the right to cancel a CIEE Study Abroad program, including the Program, based on insufficient enrollment or based on factors beyond its control. All CIEE programs, including the Program, are based on group arrangements involving a minimum number of student 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**, 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 given situation and CIEE academic standards and policies allow for alternative arrangements to be made for the Participant to complete the program's academic work for programs cancelled after the start date for the Program, Participant understands and agrees that 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. Participant understands and agrees to the such circumstances, CIEE will share this information with the home institutions of any 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. Participant understands and agrees that the determination of the home institution to grant or decline to grant credit rests with the home institution alone.

INCIDENTAL COSTS:

- 13. Participant understands and agrees that they are solely responsible for all expenses and costs incurred by the Participant before, during, and/or after the Program. Participant understands and agrees that CIEE is not responsible for any of Participant's expenses incurred in preparation for the Program. In the event that CIEE pays for any incidental or other expenses of Participant in relation to the Program (such as in exigent circumstances), Participant agrees to promptly reimburse CIEE for such expenses, as well as all costs and reasonable attorney fees incurred in relation to collection, if required.
- 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. Participant understands and agrees 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 country of the Program. I understand that CIEE may report my withdrawal or dismissal to appropriate immigration officials of the country of the Program.
- 16. Where CIEE is involved in securing my visa or other required travel documents, I understand and agree that visa 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 use, maintain, and change the relevant Information. Sensitive 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, use, and transfer my name, phone number, email and mailing address for CIEE alumni engagement. 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 and share such information to any host institution or the student's home school. Participant also authorizes CIEE to transfer and share such information to other jurisdictions 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 Agreement, you consent to the use and transfer of your personal information in the manner described above.
- 20. <u>FERPA</u>: 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, 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.
- 21. Participant authorizes CIEE to contact and share information with the student's home school, Program school, host institution, as well as student's natural parents, legal guardians and any individuals hosting students (host parents) if CIEE, in its discretion, determines that it is necessary to share information

regarding health issues, safety issues, academic issues, financial issues, account balances, visa issues, conduct issues, Program issues, as well as any other matter that deems necessary or advisable. Participant understands and agrees that each of the foregoing individuals may be contacted even if the student participant is 18 years old or older.

USE OF IMAGE RELEASE:

- 22. 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.
- 23. 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 or compensation. 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.

REQUIRED PROGRAM INFORMATION

- 24. Failure to provide information or documents required for enrollment or program participation could result in administrative cancellation from a CIEE program without guarantee of refund.
- 25. Participant must promptly notify CIEE if there is a change to the information contained in their Program application, including health or medical concerns, disciplinary or academic probation/actions, and/or billing or payment information.

CIEE HOUSING TERMS OF SERVICE

- 26. Housing for students participating in the Program is limited to the term the CIEE Program. From the time of the start date and end date for the Program, the student enrolled in the Program shall reside in such housing arranged or facilitated by CIEE unless otherwise approved for alternate housing by CIEE. Failure to reside in approved housing may result in program dismissal.
- 27. Any Independent Housing or accommodation requests must be made under and follow the procedures outlined on the CIEE website and provided by the Housing Guide. CIEE, in its sole discretion, may approve or disapprove of any Participant's request to change assigned housing. If CIEE approves independent housing, Participant assumes all risk and liability of any kind for independent housing and agrees to hold CIEE harmless from any Risks and Harms, damages or losses that arise out of relate to any Participant's Independent Housing or independent travel or activities before, during, and after the Program. Participant understands and agrees that CIEE is not responsible for any loss or problems that may arise out of or relate to Independent Housing or independent travel or activities of a Participant and that CIEE cannot guarantee of the safety or habitability of independent housing, or safety of independent travel or independent activities. Participant further understands and agrees that Independent Housing requests received after CIEE non-recoverable cost deadlines (at least 45 days before semester program start, or by April 15 for summer programs) will not be eligible for any housing refund.
- 28. For any period of stay outside of Program dates, including but not limited to vacation periods between semesters, early arrival or late departure, etc., Participants understand and agree that they alone are responsible for securing and paying for their own housing and accommodations and that CIEE has no responsibility of any nature in relation thereto

- 29. Participant understands and agrees that if the student enrolled in the Program withdraws from, is removed from the CIEE program, or is evicted from housing accommodations related to the Program for any reason whatsoever, CIEE's obligation to provide housing ceases immediately with no right of damages, loss, or refund. Participant understands and agrees that any violation of Program rules or residential rules may result in additional fees or expenses, such as damages for repair, cleaning, replacement of property, as well as eviction from housing accommodations and expulsion from the Program.
- 30. Select and Select Plus housing is subject to limited availability and requires an additional payment in addition to the CIEE Program Fee. If the desired Select or Select Plus housing option is not available, students will be placed in Standard CIEE housing and will not be billed for upgraded housing. Participant's choice in electing Select or Select Plus housing in relation to the Program constitutes an agreement to pay additional fees if non-Standard housing is assigned.
- 31. 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.

MEDICAL AND EMERGENCY CARE

Disclaimers:

- 32. Participant understands and agrees that CIEE does not have medically trained staff and assumes no duty of care in relation to medical and emergency care beyond travel industry standards. Participant hereby indemnifies and holds CIEE harmless against any Risks and Harms, damages or losses that arise out of or relate to any medical or emergency care beyond travel industry standards. The Participant understands and agrees that they are exclusively responsible for their medical, psychological, and physical well-being during the duration of my Program with CIEE.
- 33. If applicable to your program, CIEE iNext Travel Insurance is limited to emergency medical service while the insured individual is outside of the U.S. and will not cover routine medical care in any country.
- 34. In the event of a medical emergency or under exigent circumstances, CIEE may attempt to facilitate or cause appropriate treatment or action to be administered or undertaken. Participant understands and agrees that CIEE makes no warranty that it will be able to cause or facilitate effective (or any) emergency treatment or additional action to be administered or undertaken in all situations.

Attestations:

- 35. Participant certifies that they 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 students or staff involved with the Program, hosts in the Program, or any third party. I understand that if a condition arises after my enrollment in the Program, it is my responsibility to notify CIEE prior to travel, and that any such condition may affect my Program participation.
- 36. I understand that CIEE reserves the right to reject my application or dismiss me from any Program if, after acceptance, CIEE learns of a condition (personal, medical, academic, and/or psychological) which, in the sole opinion and determination of CIEE, may give rise to unacceptable risks or dangers to myself, others, or require Program modifications that are not practicable or available in the Program country.
- 37. Participant understand and agrees that failure to follow any instructions or recommendations for medical treatment or evaluation reasonably believed to be necessary or advisable in the judgment of CIEE may cause CIEE to dismiss Participant from the Program.
- 38. Participant understands and agrees that they are 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.

- 39. Should any medical, psychological, or physical problems arise during my program with CIEE, I am responsible for promptly notifying CIEE staff. While CIEE staff may assist in finding or facilitating assistance from local healthcare providers, Participant understands and agrees that it is their 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, as well as any related expenses.
- 40. 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 and that I have reviewed it, and have made a knowing and voluntary choice in relation to procuring coverage.
- 41. In the event of a medical emergency or other exigent circumstance, Participant shall be solely responsible for payment of all non-covered (denied/excluded/capped) expenses, including evacuation, trip cancellation, trip interruption, baggage loss/damage, accident/sickness and all other loss or expense incurred by me during my program or related to my program.

DISABILITY ACCOMMODATIONS:

- 42. Participant shall notify CIEE and their home institution as soon as possible, prior to commencement of the Program, if they have a disability requiring reasonable and feasible accommodation. CIEE recommends requesting disability accommodation at least 45 days before Program start date, as early disclosure enables CIEE to gather information and plan for the access available in the host country, or for Participant to do so in the event that CIEE cannot directly source an accommodation. Based on the availability of accommodations in some locations, Participants may be unable to participate in some Programs or components of a Program.
- 43. Service Animals. Participant is 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

- 44. The policies governing students' academic experience and options while on program are articulated in the <u>CIEE Student Academic Manual published on the CIEE website</u>. This document is also made available to students in digital or hard copy format at the beginning of the program and is available in the student portal. The policies in the Student Academic Manual are subject to change, and acceptance of this Participant Agreement constitutes acceptance of the policies of the Student Academic Manual.
- 45. Home Institution Academic Policies: Students who are enrolled in any home institution course while participating in a CIEE program are subject to the academic policies and regulations of their home institution. This includes, but is not limited to, grading standards, attendance requirements, and academic integrity policies.

- 46. CIEE reserves the right to modify or cancel any statement in the program descriptions and information as listed at www.ciee.org, or in the hard copy program catalogs, without prior notice.
- 47. 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, if any. Participant understands and agrees that recommendations for course pre-requisites may be found on individual course syllabi and that Participant is responsible for consulting with their home school representatives or advisors prior to enrollment in the Program to ensure that coursework completed at the home school prior to study abroad fulfills the any noted requirements needed to successfully enroll in or complete the course. Students are expected to promptly report any concerns they may have regarding academic matters to the CIEE Center Director or designated staff as they arise on site.
- 48. Students on CIEE programs are required to register for the minimum program credits as advertised for 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 satisfactory academic progress (SAP) requirements.
- 49. Academic records for CIEE programs will contain a letter grade for all registered courses including failing marks -- to aid home institutions in financial aid satisfactory academic progress calculations required by US Law. CIEE will maintain a comprehensive academic record for all study abroad program students. Academic and transcript records for participation will be issued by CIEE, School of Record, or other accredited US institutional partners by agreement with the home institution. Pass/fail registrations are not permitted in CIEE courses or in any course offered by an CIEE academic partner, including international host institutions or US accredited academic partners.
- 50. The policies stated within this Participant Agreement and in the CIEE Student Academic Manual are what are minimally required by CIEE for all programs; however, each CIEE program, including the Program, may provide students with additional and more stringent policies or requirements that are specific to the needs and academic culture of that location, program, and/or host institution. Participant agrees to observe such policies and requirements.
- 51. Where permissible under state law, CIEE will hold (official or unofficial) Academic Records or final grades when Participants have outstanding financial obligations to CIEE or the program site.
- 52. Participants who earn 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 school regardless of any outstanding debt. Unpaid balances on such accounts will be sent to Collections for non-payment. Participant shall be liable to CIEE for any amounts outstanding, as well as reasonable costs and attorney fees incurred in enforcing such obligations.
- 53. Students in multi-term programs failing more than 50% of their courses in any one term may not be eligible to continue to a subsequent term of study with CIEE. CIEE reserves the right to assess a student's academic fitness to determine if and under what conditions such a student may be allowed to continue to the next term(s).
- 54. CIEE will not release grades to Participants over the phone at any time. Occasionally, Participants require copies of the CIEE Academic Record, and, in such cases, 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 website.
- 55. The CIEE Registrar, Registration staff, and authorized CIEE educational partners are the only people authorized to issue students' final grades. Information regarding current grade reporting procedures may be found on the <u>CIEE Grades and Transcripts website</u>.
- 56. Any reference to "home school advisor" by CIEE staff or within this Participant Agreement 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.
- 57. In most cases, the home institution both nominates students to CIEE for admission and accepts the CIEE academic record to grant academic credit following their successful completion of coursework. In some cases, however, the home institution nominates students but requires a transcript from an accredited US

institution to aid in credit transfer. In these cases, a transcript from CIEE's School of Record and/or accredited US educational partner may issue a transcript for program courses.

- 58. Only those students whose home school requires grades to be transcripted by an accredited US educational partner (CIEE School of Record and/or accredited US educational partner) on the initial program application, indicated 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 Agreement 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 Agreement.
- 59. 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.
- 60. "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.
- 61. 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).

Academic Dismissal from the Program and Consequences

- 62. Participant understand and agrees that CIEE, in its sole discretion, may dismiss from the Program any student who does not comply with the terms and conditions of the Participant Agreement, including its Attachments and items incorporated therein by reference.
- 63. Participants agree to observe and fully comply with policies, rules and requirements established by CIEE, their home universities, and the host institution, if any. 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 institution or community. Participants agree to observe and fully comply with such directives.
- 64. If at any point CIEE has knowledge that a student enrolled in the Program is failing 50% or more of the attempted courses in any one term of a multi-term study plan, that 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 may issue a warning letter to the 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. Participant agrees that CIEE may also send such warning letters or communications to the parents or legal guardians of the Participant.

65. 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.

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 <u>registrar@ciee.org</u>.

FORUM AND METHODOLOGY FOR DISPUTE RESOLUTION

- 66. This Participant Agreement is binding on the Participant (as defined herein to including the student, parents and legal guardians), as well as my heirs, successors, assigns, and legal representatives. This Participant Agreement also binds any legal minors who may accompany me on the Program for which I am the parent or legal guardian.
- 67. All program applications are subject to acceptance by CIEE in the City of South Portland, State of Maine, United States of America.
- 68. Participant and CIEE understand and agree that this Participant Agreement (including Attachments and items incorporated by reference), as well as all matters arising out of or relating to the Agreement, are governed by and construed in accordance with the laws of the State of Maine, United States of America, without regard to conflict of laws provisions thereof to the extent that such conflict of laws provisions or rule would require the application of the laws of another jurisdiction other than those of the State of Maine, and only to such extent.
- 69. Participant and CIEE understand and agree that any controversy, dispute, or claim that arises out or relates to the Participant Agreement (and all agreements or Attachments incorporated herein), the Program, CIEE's policies, and/or the relationship between Participant and CIEE in any respect shall be resolved in the state or federal courts of Maine. For the avoidance of doubt, the scope of this exclusive forum and venue selection clause extends to the interpretation, enforcement and performance of this Participant Agreement, as well as claims that may sound in tort, statutes, contract, as well as all other legal and equitable bases. Each of the undersigned individuals defined as Participant (including student, parent, and legal guardian), consents to the exclusive jurisdiction and venue for adjudication of any and all disputes or proceedings described above in the Courts of the State of Maine (or federal court in the State of Maine) located in Cumberland County, Maine, United States of America. At Participant's option, prior to commencing any proceeding described above, Participant may request CIEE to participate in a binding arbitration proceeding in Cumberland County, Maine, United States of America. Participant understands and agrees that it is Participant's responsibility to initiate such arbitration. In any such arbitration, the arbitrator and not any federal, state, or local court or agency, shall have authority to first resolve any disputes, controversy, or claim that arises out or relates to the Participant Agreement (and all agreements or Attachments incorporated herein), the Program, CIEE's policies, and/or the relationship between Participant and CIEE. Any decision rendered by the arbitrator may be enforced under the Federal Arbitration Act (and similar State statutes) allowing for registration and enforcement of judgments and arbitration decisions in federal and state courts, and in courts or similar tribunals outside of the United States of America.

SEVERABILITY

70. In the event any part or provision of this Participant Agreement is found to be legally void or unenforceable, then such part or provision shall be deemed stricken, but the remainder of this Participant Agreement (including items incorporated herein by reference) shall remain in full force and effect to the greatest extent permissible under applicable law.

ATTACHMENT A

BILLING, PAYMENT, AND CANCELLATION POLICY

If a student is dismissed from a program due to violation of policies or voluntarily chooses to leave the program prematurely, no refund of any kind is available.

The following terms and conditions apply to payment, billing and refund of CIEE Program Fees.

PROGRAM FEES AND PAYMENT

Program Fees

- 1. Signature on this Participant Agreement constitutes an agreement to pay the corresponding Program Fees for the CIEE Program. Comprehensive program fees and breakdowns are available on the CIEE website. 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.
- 2. 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.
- 3. 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 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 Agreement. 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.
- 4. 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.
- 5. Students who enroll in Arizona State University (ASU) online courses will be financially responsible for ASU Course Fees (\$300/credit hour) if they do not drop the course within ASU's portal and posted ADD/DROP deadline for the corresponding ASU Session. CIEE cannot assist with and bears no financial responsibility for ASU course enrollment or withdrawal.

BILLING

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 in the case of "autonomous students", where the participant does not have a home institution, CIEE will bill the participant directly.

The following terms apply to the specified billing method:

6. CIEE Fees Billed Directly to Participant:

- a. 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).
- b. CIEE billing staff will notify participants via email when their initial billing statement is available.

- c. 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.
- d. Autonomous students must pay in full before the program start date. Participants who elect to study with CIEE as "autonomous" 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.
- e. 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, at 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.

Participants Billed Directly by CIEE will qualify for refunds only based on the Cancellation/Withdrawal deadlines listed in the table below:

Cancellation/Withdraw Schedule FA24-SU25 " " "Non-refundable fees" include Application Fee, Confirmation Fee, School of Record Fee, and any ASU course fees (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	
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%
	Development and a filler and a filler
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%

7. CIEE Fees Billed to Institutions:

- a. 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.
- b. 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.
- c. CIEE program fees that are billed to universities are typically sent via email in May, June, and November/December.

- d. 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.
- e. 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.
- f. 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.
- g. 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.
- h. 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. <u>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 may be withheld by CIEE for all students of an Institution which owes outstanding debt at the end of the semester or year abroad. Where permitted by law, 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. CIEE reserves the right to pursue payment on the balance by withholding grades and referring the account to a collections agency. The Institution agrees to pay all reasonable costs of collection efforts, including attorney's fees, court costs, and expenses as allowed under Maine law.</u>
- i. Refunds for Participant withdrawal or cancellation are subject to the agreement between CIEE and the Home Institution. Any refunds issued by CIEE will be directed to the Home Institution rather than to the participants themselves. Participants are subject to the payment and refund terms of their billing agreement with their Home Institution. Questions regarding home institution billing policies should be directed to the home institution, not to CIEE.
- j. 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.
- k. 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.

IN ALL BILLING SCENARIOS, THE FOLLOWING TERMS APPLY:

- 8. Payment of CIEE Confirmation and Program Fees
 - a. 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. The confirmation payment is part of the Program Fee, non-refundable, and paid during the completion of the "CIEE Participant Agreement" and "Confirmation Fee" tasks online. Students can choose to be billed for this fee with their program fees. Sometimes, home institutions confirm participation for students. Relevant forms and details are provided in the acceptance materials. Once the Participant Agreement task is completed, the student is considered Confirmed and responsible for the Confirmation Fee and other program fees as per these Terms and Conditions.

- b. 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 Agreement task in the online application process, CIEE cancellation and refund policies outlined herein apply.
- 9. Payment Deadlines
 - a. Program fees are billed by term (fall, January, spring, and summer). 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.
 - b. 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.
 - c. 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.
- 10. Payment Plans
 - a. Approval 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.
 - b. 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. 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. 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 disbursal 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.
 - 1. 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.
 - 2. 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.
 - ii. 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. Deferred and Payment Plan payment deadlines are as follows:
 - (1) 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;

- (2) Seventy-five percent (75%) to be paid by February 1 for spring, June 1 for summer, and September 1 for fall programs; and
- (3) One hundred percent (100%) to be paid by March 15 for spring, July 15 for summer, and October 15 for fall programs.
- d. 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.
- e. Participant accepts 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.

11. Exclusion from Participation

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.

12. Late Fees and Interest

- a. 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.
- b. 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.
- c. 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.

13. Site Debts

Any onsite debts incurred by, or on behalf of, a Participant will be billed to that Participant in U.S. dollars by the CIEE U.S. office.

14. Admission

- a. Participants are expected to notify CIEE of any changes to the information provided during the enrollment process, including medical, disciplinary, or home school nomination.
- b. 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.
- c. Acceptance to all CIEE programs is done on a rolling basis by CIEE staff.
- d. 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 exceed onsite capacity, CIEE may create a waitlist of applicants based on the date the complete application was received in Portland, Maine. Incomplete applications will not be considered. CIEE does not discriminate on the basis of race, gender, sexual orientation, religion, age, marital status, national and ethnic origin, or disability.

15. Deferral of Programs

a. 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).

- b. 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.
- c. 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.
- d. 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.
- e. 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 a CIEE Study Abroad program within the next 12 months. Programs cannot be deferred less than 15 days prior to the first scheduled arrival date for the session(s) of participation. 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 in the following circumstances:
 - i. Less than 15 days prior to the scheduled arrival date
 - ii. A second or third session if participating in more than one block
 - iii. The second semester of a full year program
- 16. Effect of Non-Payment and Collections
 - a. Returned checks and declined credit card payments are considered as failure to make the payment.
 - b. Where permissible under state law, CIEE will hold (official or unofficial) Academic Records or final grades when Participants have outstanding financial obligations to CIEE or the program site.
 - c. CIEE reserves the right to refer accounts with an unpaid balance to a collections agency or pursue legal action to recover the debt. Participant or Institution, as the relevant counter-party based on billing arrangement, agrees to be responsible for all costs of collection, including reasonable attorney's fees and court costs and expenses as allowed under Maine law.

PROGRAM CANCELLATION AND REFUND TERMS:

- 17. All CIEE programs are based on a variety of factors including cohort size, risk analysis, and operational feasibility. In the unlikely event that CIEE cancels a program **before the program start date** for any reason, CIEE will refund program payments made to CIEE, but will have no further liability to the participants.
- 18. In the event that a program must be cancelled or terminated **after the program start date** due to acts of god or force majeure events outside of CIEE's control, no refunds will be provided.
- 19. Withdrawals are effective only upon the date of receipt of written notification by the CIEE Study Abroad department. Participants are responsible for notifying home institution of withdrawal, cancellation or deferral and are responsible for any associated home institution penalties or fees.
- 20. Refund eligibility and amount is based on the date program cancellation notice is received in writing (via email) to CIEE Enrollment. Please note that in all withdrawal circumstances the Application Fee and the Participation Confirmation payment are non-refundable in all circumstances. 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.

- 21. Refunds will be sent to the billed party except in certain circumstances involving financial aid. In cases of Institutional billing, Participants are responsible for notifying CIEE and Home Institution and subject to any associated Home Institution penalties or fees.
 - a. In cases where CIEE bills the Participant, the refund is sent to the Participant's permanent address listed on the initial application, unless the Participant notifies CIEE in writing of an alternate address.
- 22. Tiered housing surcharges 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.
- 23. CIEE may assign housing without a surcharge in the case of excess beds in upgraded housing stock. In this scenario, no refunds will be issued to those students who have prepaid for a secured spot in upgraded housing.
- 24. 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.
- 25. 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.
- 26. 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.

Attestations:

Participant understands that they are responsible for CIEE program fees as published at <u>http://www.ciee.org/study-abroad/</u> 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.

Participant understands that if CIEE-billed fees are not paid in full in accordance with the dates and timelines found in this Agreement, CIEE reserves the right to pursue payment on the balance by withholding grades and referring the account to a collections agency. The Participant agrees to pay all reasonable costs of collection efforts, including attorney's fees, court costs, and expenses as allowed under Maine law.

Contact CIEE Billing:

All questions regarding Participant financial accounts should be directed to the CIEE Billing team, at 1-800-40-STUDY or <u>StudyBillingTeam@ciee.org</u>.

CIEE reserves the right to modify or cancel any statement in the program descriptions and information as listed at <u>www.ciee.org</u>, or in the hard copy program catalogs, without prior notice.

ATTACHMENT B

PROGRAM RULES AND PARTICPANT 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 Agreement , 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;
- Disobeying housing policies including, but not limited to unauthorized Independent Housing
- 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 or submit a "My Travel Plans" form on my MyCIEE account, 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.

Late Arrival to a Program

- 18. 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 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. If permission to arrive late is granted, students remain responsible for completion of all program academic requirements.
- 19. 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 Agreement . 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.

ATTACHMENT D

ASU COURSES RULES AND CONDITIONS

Participants, authorized by their home institution to take approved ASU courses online as a part of the CIEE Program Fee, are subject to the following terms and conditions:

- 1. Cancellation of participation in a CIEE Program will eliminate CIEE's obligation towards ASU course fees. Unless special permission is granted by CIEE, participants who cancel/withdraw from a CIEE Program are required to drop any corresponding ASU course taken as a part of the CIEE Program Fee.
- CIEE will consider ASU Course Fees as "Non-recoverable costs", ineligible for refund or credit from CIEE Program Fees, if Participant does not unenroll from corresponding ASU courses in the ASU Enrollment System by the ASU posted Add/Drop deadline.
- 3. Participant will be financially responsible for ASU Course Fees (\$300/credit hour) if they do not drop an ASU course within ASU's posted ADD/DROP deadline for the corresponding ASU Session.
- 4. Participant are responsible for their own enrollment and withdrawal in ASU courses within the ASU Enrollment System.
- 5. Participants may enroll in CIEE approved ASU courses and sessions only. Certain CIEE sessions are not compatible with ASU online Session A or B courses. If CIEE Registration/Enrollment/Center Staff advises a Participant that their selected ASU Course or Session is incompatible, Participant agrees to drop from the course. Failure to comply may result in registrations, grades, and transcripts not being reported to the Participant's home school or may be reported as Fs. Non-reporting of course credits may result in financial aid non-compliance and loss of financial aid eligibility on the participant's home campus.
- 6. Participant is responsible for their own direct enrollment through the ASU Enrollment System. CIEE can provide information on how to register but cannot directly register or change registration status for ASU courses.
- 7. Participant is required to report ASU course registration and course drops within 24 hours to CIEE. Any course registration and course drops not reported to CIEE immediately may result in registrations, grades, and transcripts not being reported to the Participant's home school, or may be reported as Fs. Non-reporting of course credits may result in financial aid non-compliance and loss of financial aid eligibility on the participant's home campus, as well as dismissal from the CIEE program.

ACKNOWLEDGEMENT & UNDERSTANDING

Participant (including student, parents, and legal guardians) each have carefully read the above provisions of the Participant Agreement, including Attachment A (BILLING AND CANCELLATION POLICY), Attachment B (PROGRAM RULES AND PARTICPANT EXPECTATIONS), and Attachment C (CIEE Code of Conduct) and if applicable, Attachment D (ASU COURSES RULES AND CONDITIONS). Participant acknowledges that they fully understand the terms and conditions of the Participant Agreement, all Attachments thereto, and other items incorporated by reference into the Participant Agreement.

PARTICIPANT CERTIFIES THAT ALL ASSERTIONS MADE IN THIS PARTICIPANT AGREEMENT ARE TRUE AND CORRECT AND THAT PARTICIPANT KNOWINGLY AND VOLUNTARILY ENTERS INTO THIS PARTICIPANT AGREEMENT. PARTICIPANT AGREES TO COMPLY WITH ALL TERMS AND CONDITIONS OF THE PARTICIPANT AGREEMENT.

This acknowledgement and agreement form must be signed by the Participant. If the student is under age 18 at the time of signing, it must also by the student's parent(s) or legal guardian(s). Parent(s)/Guardian(s) expressly acknowledge that they are signing the Contract on behalf of the student and that, in addition to the student, such parents or legal guardians are each a "Participant" under the Participant Agreement, and also acknowledge and agree that they are bound by the terms and conditions of the Participant Agreement.

By:

Participant Signature [Student]: _____

Participant Signature [Parent or Legal Guardian): _____

Participant Signature: [Parent or Legal Guardian: _____

*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.