

Wheaton College, Norton, MA

Center for Global Education

STUDY ABROAD PROGRAM CONTRACT Academic Year 2010-2011

Students should make a copy of this document for their personal records.

Student Name: _____ Wheaton ID: _____

Program: _____ Semester(s): _____

I hereby agree as follows:

1. **Eligibility.** I understand that I must be in good academic and social standing in order to participate and remain in a study abroad program. I must also maintain an overall **GPA of 2.85** (for semester/year-long programs) or 2.0 (for short-term programs) in the semester preceding my enrollment in study abroad. To this end, I give permission to the Center for Global Education to check my academic and disciplinary records to confirm my eligibility for participation at any time prior to the departure or during my program. Further, I understand that dismissal from a program because of failure to meet eligibility requirements may result in the loss of all monies paid for participation in my chosen study abroad program. In addition, I understand that as a condition of participation I must complete the on-line study abroad evaluation upon successful completion of the study abroad program.
2. **Risks of Education Abroad.** I understand that participation in a Wheaton Study Abroad Program specified above (the "Program") involves risks not found in study at Wheaton College. These include risks involved in traveling to and within, and returning from, one or more foreign countries; foreign political, legal, social, and economic conditions; different standards of design, safety and maintenance of utilities, including computing facilities, buildings, public places and conveyances; local medical and weather conditions; and other matters. I acknowledge that participation in the Study Abroad Program involves possible damage to property, illness and injury, including death. I have made my own investigation, including a review of any applicable U.S. Department of State Announcements and Advisories and am willing to accept these risks.
3. **Institutional Arrangements.** I understand that Wheaton College does not represent or act as an agent for, and cannot control the acts or omissions of, any host institution, host family, transportation carrier, hotel, tour organizer, or other provider of goods or services related to the Program. I understand that any reimbursement I might receive shall be in accordance with the orientation material. I further understand that Wheaton is not responsible for matters that are beyond its control. I hereby release Wheaton from liability for any injury, loss, damage, accident, delay, or expense arising out of any such matters.
4. **Independent Activity.** I understand that neither Wheaton College nor any faculty member or other Wheaton representative is responsible for any injury or loss I may suffer when I am traveling independently or am otherwise separated or absent from any Wheaton-supervised activities, even if a faculty member or other Wheaton representative organizes or accompanies me in any independent activity or travel that is not sponsored by or affiliated with Wheaton.
5. **Health and Safety.**
 - a) I am aware of all applicable personal medical needs. I have arranged, through insurance or otherwise, to meet any and all needs for payment of medical costs while I participate in the Program. I recognize that Wheaton is not obligated to attend to any of my medical or medication needs, and I assume all risk and responsibility therefore. If I require medical treatment or hospital care, in a foreign country or in the United States, during my participation in the Program, Wheaton College is not responsible for the cost or quality of such treatment or care. I have had an opportunity to consult with a medical doctor with regard to my personal medical needs. I certify that there are no health-related reasons or problems that preclude, restrict or recommend against my participation in this Program. I agree to disclose any health related issues or any special accommodations necessary for my participation to the Center for Global Education in an appropriate timeframe prior to my departure from Wheaton College. I agree to maintain adequate medical and evacuation insurance throughout the duration of my study abroad program and understand that I am **required** to purchase the Supplemental Study Abroad Insurance through Cultural Insurance Services International (CISI) if not currently enrolled in Wheaton College's Health Plan through Koster Insurance.
 - b) Wheaton College may (but is not obligated to) take any actions it considers to be warranted under the circumstances regarding my health and safety. I agree to pay all expenses related thereto and hereby release Wheaton College from any liability for any such actions.

- c) Wheaton College may, through the Dean of Students or her designee, contact my parent(s) or other designated emergency contacts, and disclose otherwise confidential or private information, including, but not limited to, medical information if, in the Dean's or designee's discretion, such disclosure is necessary or desirable in order to assist or resolve an emergency involving me.

6. **Standards of Conduct.**

- a) I understand that each foreign country has its own laws and standards of acceptable conduct, including dress, manners, morals, politics, drug use, and behavior. I recognize that behavior that violates those laws or standards could harm Wheaton College's relations with those countries and the institutions therein, as well as my own well-being. I will become familiar with, and will abide by, all such laws and standards for each country to or through which I will travel during my participation in the Program.
- b) I acknowledge and agree that in consideration of permission being granted for me to participate in the Wheaton Study Abroad Program listed above, the policies, procedures, rules, and standards of Wheaton College, including but not limited to the Wheaton College Honor Code, the Wheaton Community Standards and the Study Abroad Orientation materials, shall govern my participation in the Program and I agree to obey such policies and procedures at all times. I waive and release all claims against Wheaton College, including its employees, members, servants and agents that arise at a time when I am not under the direct supervision of Wheaton or that are caused by my failure to remain under such supervision or to comply with such rules, standards and instructions.
- c) I agree that Wheaton College has the right to enforce the standards of conduct described above, in its sole judgment, and that it may impose sanctions, including without limitation immediate exclusion from the Program, for violating these standards or for any behavior detrimental to or incompatible with the interest, harmony, & welfare of Wheaton, the Program, or other Program participants. In addition to normally available sanctions, if I am excluded from the Program, I consent to being sent home at my own expense with no refund of fees, and I understand that I may be subject to further disciplinary action upon my return to Wheaton.
- d) I will be responsible for and attend to any legal problems I encounter with any foreign nationals or government of the host country or any country to or through which I travel during my participation in the Program. Wheaton College is not responsible for providing any assistance under such circumstances.

7. **Program Changes.** In programs that are managed directly by Wheaton College, the Center for Global Education or the Program Director has the right to make cancellations, substitutions, or changes in the case of emergency or changed conditions in the Program. If I leave or am excluded from the Program for any reason, there will be no refund of fees already paid. I accept all responsibility for loss or additional expenses due to delays or other changes in the means of transportation, other services, or sickness, weather, strikes, or other unforeseen causes. If I become detached from the Program group, fail to meet a departure bus, airplane, boat, train, or other transit or become sick or injured, I will at my own expense seek out, contact, and reach the Program group at its next available destination.

8. **Orientation.** I understand that I must attend the mandatory Wheaton College Study Abroad Pre-departure Orientation; otherwise I relinquish my right to participate in a study abroad program. I acknowledge that I have received, read, and understand the orientation materials and all policies and procedures discussed in those handouts, that they are incorporated into this Study Abroad Program Contract by reference, and that I understand all of the terms and conditions, including those stated above for participation in a study abroad program.

9. **Fees.** As a participant in a Wheaton College study abroad program, I understand that I will be paying Wheaton College Fees (tuition, room, and/or board) as outlined in my program budget specified for my study abroad program. In addition, I am required to pay a non-refundable confirmation deposit for each study abroad program in order to confirm my participation in study abroad. **This confirmation deposit, and any other unrecoverable costs, will be retained by the college if I withdraw from my program prior to departure and after I completed the Confirmation of Off-Campus Enrollment Form with the Center for Global Education.**

10. **Refund Policies.** I acknowledge that I have read and understand the refund policies of Wheaton College governing study abroad program participation included in this contract.

11. **Assumption of Risk and Release of Claims** now therefore, knowing the risks described above, and in consideration of being permitted to participate in the Program and of the professional and educational enrichment and academic credit that I may derive from this educational experience, even though said activity is not a requirement of my course of study, and other valuable consideration, the receipt whereof is hereby acknowledged, I do hereby, in addition to the releases stated in the above paragraphs, for myself, my heirs, executors, administrators, and assigned waive, release, covenant not to sue and forever discharge the Board of Trustees of Wheaton College and their members, agents, servants and employees and the individual(s) responsible for, and employed by, the Program and their agents (each of the foregoing being hereinafter referred to as "Wheaton") of and from any and all manner of action or actions, causes or causes of action, including, but not limited to negligence, suits, debts, accounts, damages, claims and demands of whatsoever in law, in admiralty, or in equity or otherwise, which I have or may acquire by reason of injury or death, damage or harm to

person, or property while participating in said travel and/or study program or study programs, arising out of, or connected with, participation in said travel and/or study program or study programs. Further, I agree to defend, indemnify and hold harmless Wheaton College from any and all claims, demands, and/or causes of action arising out of my own actions while participating in the Program.

I have carefully read and understand this contract. No representations, statements, or inducements, oral or written, apart from the foregoing written statement, have been made. This agreement shall become effective only upon receipt of my application by Wheaton College and shall be governed by the laws of the Commonwealth of Massachusetts, which shall be the forum for any lawsuits filed under or incident to this agreement or to the Program.

Signature of Applicant

Print Name

Date

If Applicant is under 18 years of age:

I (a) am the parent or legal guardian of the above Applicant. (b) Have read and understand the foregoing Release Form (including such parts as may subject me to personal financial responsibility). (c) Am and will be legally responsible for the obligations and acts of the Applicant as described in this Release Form, and (d) agree, for myself and for the Applicant, to be bound by its terms.

Signature of Parent/Guardian

Print Name

Date

Reviewed/Updated: February, 2010

Wheaton College, Norton, MA

Center for Global Education

REFUND POLICY Governing Study Abroad Participation

Wheaton College incurs many costs as it prepares for students to be involved in study abroad programs each semester. Many of these costs cannot be recovered if students withdraw from program participation after signing the Wheaton College Study Abroad Contract confirming participation in a Wheaton study abroad program. In order to protect the integrity of the study abroad process, the financial commitments of the College and the interests of all program participants, we are obliged to observe the following policies on refunds:

- ❑ Upon program confirmation, students will be required to pay a **non-refundable program deposit** in the amount listed below. This amount will be charged to the Wheaton student account and applied to the overall program charges if the student participates in the program. Students who withdraw before the start of the study abroad program will forfeit the non-refundable deposit in the amount listed below.

Academic Year (on single program)	\$500.00
Academic Year (two different programs)	\$1,000.00
Semester Program	\$500.00

- ❑ Students who officially withdraw prior to the date of departure from the United States may receive a 100% refund minus the non-refundable deposit and any unrecoverable costs that the Center for Global Education has incurred or for which commitments have been made.
- ❑ Students are also subject to the withdrawal/refund policies of the specific program and/or university that they are scheduled to attend, which may include additional unrecoverable costs.
- ❑ Students who officially withdraw after arrival in the host country would be accountable for the entire fee assessable for the intended program. Exceptions to this rule would apply **ONLY** in the following circumstances:
 - Death of an immediate family member (defined as parent/guardian or sibling)
 - Terrorism, civil unrest in vicinity of program, or act of war as defined by the Center for Global Education and the Global Education Advisory Committee

Students meeting any of these criteria would receive a 100% refund minus unrecoverable costs.

- ❑ Every effort will be made to accommodate students into regular classes at the Wheaton campus if they return due to war or acts of terrorism. If such students are unable to receive credit for the work completed at the host institution prior to departure, and if Wheaton is unable to accommodate students in comparable coursework, students will be refunded 100% minus unrecoverable costs.
- ❑ Merit Scholarships and financial aid may not be used to cover charges arising from a student's failure to participate in the program.
- ❑ Financial aid recipients who withdraw from their program after arrival in the host country are subject to the federal refund requirements. Financial aid eligibility is recalculated based on the portion of program attended and fund rules. This may create an unanticipated balance due to the college. Students may contact Student Financial Services by phone (508-286-8232) or email (sfs@wheatoncollege.edu) to discuss the impact of program withdrawal on their semester costs and financial aid.
- ❑ Final decisions regarding refunds will be made by the Wheaton Office of Student Financial Services.
- ❑ Refunds or charges will be reflected on the Wheaton bill.
- ❑ This policy is an exception to Wheaton's regular refund policies and applies to students participating in Wheaton study abroad programs.

Approved Non-Wheaton Program Fee & Refund Policies

Students participating in a non-Wheaton program during the academic year, semester, or summer will be charged a **non-refundable** Administrative Fee for study abroad. The fee will be billed to your Wheaton student account during regular billing cycles. This fee supports the Center for Global Education in providing support services to students participating in non-Wheaton programs.

Academic Year (on single program)	\$500.00
Semester Program	\$500.00
January or Summer Program	\$250.00

Students on non-Wheaton programs must adhere to the payment and refund policies of the study abroad program or sponsor. Students should investigate these policies in advance of participation in their designated study abroad program.

_____ Initials
_____ Date

Reviewed/Updated: February, 2010