



Short-Term Programs

Commitment to Participate Agreement

Statement of Responsibilities

Study Abroad and Away San José State University

I have been accepted to participate in a San José State University Study Abroad and Away short-term program. **I recognize that by signing this agreement, I acknowledge my commitment to participate in the Study Abroad and Away program for which I have been accepted.** I accept my admission to the program and promise to abide by the following statement of responsibilities:

1. **Communication.** It is my responsibility to respond within 24 hours to all email correspondence sent to the email address listed on my program application from Program Leader(s) or the Study Abroad and Away Office regarding my participation in this program. I will participate in all required programming which may include, but are not limited to: classes, workshops, and meetings; and submit all additional required forms by their respective due date. Failure to respond to email correspondence in a timely manner or fail to attend and participate fully in any and all aspects of my program, will be reflected in my academic grade and/or my ability to participate in the program.

2. **University Policies.** I agree to abide by San José State University policies, including the SJSU [Student Code of Conduct](#), while enrolled in the program. I may be subject to disciplinary action upon my return to campus for violations of those policies.

3. **Alcohol and Drugs.** As a participant in an SJSU Study Abroad and Away program, I understand I am responsible for knowing and obeying the laws of the host country, all local institutional regulations and rules of my specific program regarding alcohol and drugs. Unless permitted by host country law, local institutional regulations, and the program leaders, I will not possess, consume, furnish, or distribute any alcoholic beverages. The use of illegal drugs is prohibited on San Jose State University which includes, but are not limited to SJSU Study Abroad and Away programs. I understand violations of law or policy may result in (i)

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immediate removal from the program; (ii) academic withdrawal from the University for the remainder of the semester; and (iii) disciplinary action upon my return to campus. Alcohol misuse and abuse will not be tolerated on SJSU Study Abroad and Away programs (Refer to the *Study Abroad and Away Student Handbook* for details).

4. Host Country Customs. I will abide by the laws and customs of my host country, community, institution and program. I understand I must be sensitive to the social mores of the host culture. I am also subject to the disciplinary codes and processes of any host institution(s) and providers of contracted services. Being sensitive to cultural customs of the host culture may include, but are not limited to, the following examples: Dressing appropriately for the host culture; being respectful of local guides, host, and other community members with whom I may interact with as part of my program's curriculum; respecting property of individuals, businesses, and institutions in the host country; etc. **I agree to act respectfully, as I know my behavior will be viewed by local hosts as a reflection of San José State University.**

5. Removal. For all infractions, the disciplinary procedure described in the "Disciplinary Withdrawal" section of the *Study Abroad and Away Student Handbook* will apply. If I disrupt the group learning process, violate the SJSU Student Code of Conduct, or if my behavior gives the program leader(s)/on-site coordinator reasonable cause to believe my continued presence in the program poses a danger to the health or safety of persons or property, or impedes, disrupts or obstructs the program in any way, I may face removal from the program. Examples of grounds for immediate removal include, but are not limited to alcohol, drug and weapons related violations, assault, and sexual or racial harassment.

Prior to dismissal from the program, I will be provided with an opportunity to explain my conduct to the program leader(s)/on-site coordinator. The determination to be removed from the program would be made jointly by the program leader(s)/on-site coordinator, the Director of Study Abroad and Away and the Dean of the College of Professional and Global Education. The determination to be removed would be final and no refund will be issued. Should I be removed for disciplinary reasons, I will be responsible for airfare and any other expenses associated with early removal from the program.

6. Travel. The University may make modifications to the program itinerary, which includes, but not limited to cancellation, at any time and for any reason, including, but not limited to, pandemic, epidemic, natural disaster, acts of God, war, quarantine, civil unrest, public health risks, criminal activity, terrorism, accident, etc. I am responsible for making my own flight arrangements, unless the flight is included in the program fee. As such, the University is not responsible for penalties assessed by air carriers or any other associated costs based on program cancellation, operational and/or itinerary changes when students make their own flight arrangements.

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Participants on short-term programs are expected to stay in the accommodations arranged by the Study Abroad and Away program. The University may substitute hotel accommodations or housing at any time. Specific room and housing assignments are within the University's sole discretion.

If I travel independently and arrive after the start of the program, I am responsible for all academic consequences, such as lost class time and missed assignments. I am required confirm departure and arrival times and locations with my program leader(s)/on-site coordinators. In the event of a delayed arrival, I will notify my program leader(s)/on-site coordinator and the Study Abroad and Away Office(SAA) personnel. My property is transported at my risk. The University is not responsible for travel delays, inconveniences, or lost/stolen property.

I will be financially responsible for any additional expenses incurred should I arrive early, prolong my personal travel, or for the loss/destruction of my personal property before, during and after the program.

I will be responsible to notify my program leader/on-site coordinator of my itinerary whenever I leave the program site(s) that occurs during the program dates. Additionally, should I choose to travel independently during my scheduled short-term program, I understand I cannot travel further than 2 to 3 hours' distance from the program site *within* the host country. This is to ensure we can have participants convene on short notice should an emergency occur in the region. The University is not responsible for any injury or loss I may suffer when I am participating in program activities, traveling independently or am otherwise separated from any University-sponsored activities. If I become separated from the program group for any reason, I will rejoin the group at my own expense at the first opportunity.

7. Spouses/Partners, Children, Parents. All short-term Study Abroad and Away programs are for students enrolled in a San José State University course or program; spouses/partners, children, parents, and friends may not participate in, overlap with, or plan personal/family travel experiences with participants during a Study Abroad and Away program. If such a person affiliated with me disrupts the program, it may be grounds for my removal.

8. Health. I will be responsible for my own health maintenance. In the event of serious illness, accident or emergency, I will inform an appropriate program official so assistance may be secured and if necessary, my designated emergency contact may be notified. I agree to disclose my pre-existing mental and/or physical health conditions in its entirety on my Student Health Form. I understand a situation arising from such a condition I have not disclosed in advance could place myself, others, and/or the program at risk, and may result in dismissal from the program.

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In the event of an emergency during my time abroad/away, any injuries or illness obtained, I hereby authorize any official representative of San José State University or the Host Institution/Partner to secure medical treatment deemed necessary.

I will research relevant agencies such as the Center for Disease Control and Prevention (CDC) and the World Health Organization (WHO) to determine if there are any required immunizations for the country/countries I will be traveling to while participating with SJSU Study Abroad and Away program. It is my responsibility and choice to obtain any required or recommended immunizations suggested by these agencies in a timely manner prior to my participation with SJSU Study Abroad and Away program.

9. Acceptance and Deposit. Upon acceptance into the program and completion of this Confirmation to Participate: Statement of Responsibilities contract, my SJSU account will be charged a **non-refundable** deposit payment of \$500.00 to secure my place in the program. This deposit payment will be applied towards the total cost of the program with \$200 for the Study Abroad Administrative Fee and \$300 for the Program Cost of lodging, local transportation, and other necessary onsite expenses. The \$500 non-refundable deposit paid secures my place on the program roster contingent upon successful registration in the program course and submitting final payments for the remainder of the program cost.

In the event I withdraw from the program after submitting this Commitment to Participate: Statement of Responsibilities, I will automatically forfeit the \$500 non-refundable deposit. The administrative fee (\$200 of the \$500 non-refundable deposit) is only refundable if the program is cancelled by the Study Abroad and Away Office. Students who withdraw their application after they have been accepted to the program will **not** be refunded the administrative fee (\$200).

In addition, I understand I will be responsible for additional program related costs made on my behalf, contingent upon the date on which I formally withdraw from the program, as further outlined in section 11 of this document. I understand my SJSU account must be current at the time the payment is due in order to participate in a Study Abroad and Away program. If I have any outstanding balance on my account at the time I submit my deposit payment, I understand my deposit will be applied to the outstanding charges on my account. I will work with the Study Abroad and Away Office to remedy this issue immediately to ensure that my deposit has been paid.

I am aware my withdrawal after paying my deposit may be very costly, and failing to submit all completed acceptance materials and including payments by the determined deadlines will result in my de facto withdrawal from the program.

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10. Withdrawal and Cancellation. I understand and agree to the following regarding withdrawal from or cancellation of SJSU Study Abroad and Away program participation. This information applies to ALL programs.

- a. Withdrawal.** Should I withdraw from the program upon acceptance of admission, I immediately forfeit the \$500.00 non-refundable deposit and will be financially responsible for any payments made or any non-recoverable costs incurred or committed by SJSU and its affiliates on my behalf at the time of my withdrawal - this may equal the entire cost of the program. I acknowledge if I withdraw from this program, my non-refundable deposit will not be transferable to a different program.

Definition of Non-Recoverable Costs

A non-recoverable cost is defined as any amount which has been paid out to a vendor on a student's behalf for their participation in the program. While non-recoverable costs vary by program, they may include, but are not limited to: housing costs, program provider fees, overseas tuition, transportation and administrative fees.

Should I withdraw, I will notify the Study Abroad and Away Office and my program leader(s) in writing. The date the written notification is received by the Study Abroad and Away Office is the date by which the financial calculation will be determined. If a balance is due at the time of withdrawal, I agree to pay SJSU to cover expenses incurred up to that point. Should I decide to withdraw and fail to submit any written notification of my withdrawal and/or fail to show up at the program site, I understand I will be financially responsible for the entire program fee.

Should I have received Financial Aid, grant or scholarship funding provided by San José State University for a program from which I withdrew, upon my withdrawal, aid will be reversed and I will be responsible for the entire balance of the program. I understand withdrawal from the program may affect my financial aid status and require return of aid to the federal government. I agree to consult the Office of Financial Aid immediately in the event I withdraw from the program.

Should I withdraw from the program prior to the program's first day, I will be required to withdraw from my course(s) and will receive a refund of any tuition and fees (note: this does NOT include non-recoverable costs described above). Should I withdraw after the program's first day, refunds for any recoverable tuition and fees will be according to standard university policy, as stated in the [Catalog](#). In the event I am placed on probation or removed from the University after acceptance, it is my responsibility to withdraw from my program.

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Should I withdraw from the program for any reason, after program [withdrawal deadlines](#) or during the course of the program, I understand I will not be entitled to a refund of any fees paid, including the program deposit, tuition fees, program fees or other applicable fees I may have incurred in connection with the program prior to departure or after my arrival at the program site.

b. Cancellation. If, due to any unforeseen circumstances or other circumstance beyond the control of the university, an SJSU program is cancelled, either prior to departure or during the course of the program, the student will not be guaranteed a refund of any fees paid to SJSU, including program deposit, tuition fees, program fees, or any other fees incurred in connection with the program. In most cases, the university forwards program fees to vendors in foreign countries, thus is very difficult to recover such fees due to a program cancellation. In such cases, the university will make a good-faith effort to recover such fees and return any portion of fees it may recover that may be attributable to a student's participation in the program. However, the university makes no guarantees regarding the recovery of fees and is not liable for any fees that it is unable to recover.

If the program is interrupted or cancelled by SJSU for any reason, including, but not limited to, pandemic, epidemic, natural disaster, acts of God, war, quarantine, civil unrest, public health risks, criminal activity, terrorism, or accident, SJSU will, depending on the circumstances and timing of the cancellation, shall make every effort to enable students to complete the academic work of the program, including by placement in an alternative program or by other means. In the alternative and at its discretion, SJSU will make good faith efforts to recover fees from vendors and to return any portion of fees it may recover which may be attributable to the student's participation in the program.

Refunds for air transportation are subject to the rules and regulations of the appropriate airline or travel agency SJSU Study Abroad and Away Office has no jurisdiction or control. I understand I have the option to purchase fully refundable airline tickets and/or trip cancellation insurance to safeguard myself against losses or penalties should a program be canceled or the dates change. **The SJSU Study Abroad and Away Office assumes no responsibility for such losses or penalties.**

11. Risk Management. It is my responsibility as the student to respond and reply to any and all forms of communications from the Study Abroad and Away Office, within 24 hours of receipt, when contacted regarding potential threats or risks abroad during my program. All Study Abroad and Away students participating in an international experience are required to enroll in the mandated international insurance plan for students, as well as enroll in any risk management tools, communication tools, and risk management programs used by the Study Abroad and Away Office. Students participating in domestic study away programs

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are required to procure domestic health insurance for the duration of their program.

I agree to enroll in the U.S. Department of State, Smart Traveler Enrollment Program ([STEP](#)) prior to departure, for the duration of my time abroad, when traveling internationally.

12. Credit. I will comply with SJSU's academic policies and procedures. I will maintain enrollment for the duration of the program in the specified Study Abroad and Away program courses.

Should I withdraw, depart or am removed from a program before its formal completion, I may be ineligible for academic credit. Should I receive permission to return home early, I may be eligible to receive a grade of “W” on my academic transcript. Deadlines and procedures for receiving a grade of “W” will be in accordance with the standard university policy as stated on the web page of the SJSU Registrar. Most Study Abroad and Away programs will have mandatory meetings before the official course start date as listed in MySJSU. The course start date listed in MySJSU will be recognized as the official start date of the course. Visit the [Registrar's website](#) for more information.

13. Waiver. In the case of an emergency in which I cannot be reached, I authorize U.S. Embassies and Consulates to release information concerning my welfare and whereabouts to San José State University. In authorizing this release of information, I authorize the U.S. Department of State to release all records about me to San José State University and its representatives making this request. I declare, certify, verify or state that, under penalty of perjury under the laws of the United States of America, the foregoing is true and correct (per 22 C.F.R. 171.12(a)).

14. Governing Law. Any dispute arising from this Statement will be determined according to California law.

15. Program-Specific Additions to this Statement. Individual SJSU Study Abroad and Away programs may, in conjunction with the Study Abroad and Away Office, establish additional rules and policies regarding issues specific to that program. I will be responsible for reading and understanding these additional rules and I agree to abide by them while participating in the program.

In signing this Commitment to Participate: Statement of Responsibilities I acknowledge that I have had an opportunity to ask any questions I have about it, that I have read and understand it, that I accept its terms, and that I have signed it knowingly and voluntarily.

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Signature

Date

If the above participant is under 18, the parent or legal guardian must sign an additional document. Please send an email to spartansabroad@sjsu.edu to request the additional document.

16. RELEASE OF LIABILITY, PROMISE NOT TO SUE, ASSUMPTION OF RISK AND AGREEMENT TO PAY CLAIMS

Activity: Participation in a Study Abroad and Away Program

Activity Date(s)/Location: (Drop down for program list)

Please select your program. Programs are listed by their country, program name, and the name (s) of faculty leader(s) if applicable. If you are participating in more than one program, you will need to complete this form for each program.

In consideration for being allowed to participate in this Activity, on behalf of myself and my next of kin, heirs and representatives, **I release from all liability and promise not to sue** the State of California, the Trustees of The California State University, California State University, San José State University and their employees, officers, directors, volunteers and agents (collectively “University”) from any and all claims, **including claims of the University’s negligence**, resulting in any physical or psychological injury (including paralysis and death), illness, damages, or economic or emotional loss I may suffer because of my participation in this Activity, including travel to, from and during the Activity.

I am voluntarily participating in this Activity. I am aware of the risks associated with traveling to/from and participating in this Activity, which include but are not limited to physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and/or death. I understand that these injuries or outcomes may arise from my own or other’s actions, inaction, or negligence; conditions related to travel; or the condition of the Activity location(s). **Nonetheless, I assume all related risks, both known or unknown to me, of my participation in this Activity, including travel to, from and during the Activity.**

I agree to **hold** the University **harmless** from any and all claims, including attorney’s fees or damage to my personal property, that may occur as a result of my participation in this Activity, including travel to, from and during the Activity. If the University incurs any of these types of expenses, I agree to reimburse the University. If I need medical treatment, I agree to be financially responsible for any costs incurred as a result of such

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treatment. I am aware and understand that I should carry my own health insurance.

I am 18 years or older. **I understand the legal consequences of signing this document, including (a) releasing the University from all liability, (b) promising not to sue the University, (c) and assuming all risks of participating in this Activity, including travel to, from and during the Activity.**

I understand that this document is written to be as broad and inclusive as legally permitted by the State of California. I agree that if any portion is held invalid or unenforceable, I will continue to be bound by the remaining terms.

I have read this document, and I am signing it freely. **No other representations concerning the legal effect of this document have been made to me.**

Signature

Date

If Participant is under 18 years of age:

I am the parent or legal guardian of the Participant. **I understand the legal consequences of signing this document, including (a) releasing the University from all liability on my and the Participant's behalf, (b) promising not to sue on my and the Participant's behalf, (c) and assuming all risks of the Participant's participation in this Activity, including travel to, from and during the Activity.** I allow Participant to participate in this Activity. I understand that I am responsible for the obligations and acts of Participant as described in this document. I agree to be bound by the terms of this document.

I have read this document, and I am signing it freely. **No other representations concerning the legal effect of this document have been made to me.**

Signature of Minor Participant's Parent/Guardian:

Name of Minor Participant's Parent/Guardian (print)

Signature

Date

Name of Minor Participant