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CEA CAPA Education Abroad Policies

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Click section titles to navigate this document

1. PROGRAM & HOUSING APPLICATION REQUIREMENTS

1.1.	Program	Application	
	1 10514111	Nopileation	

- 1.1.1. Required Application Materials
- 1.1.2. Application Deadlines
- 1.1.3. Late Applications
- 1.1.4. Eligibility Requirements
- 1.1.5. Non-U.S. or Non-Canadian Citizens Applying for Abroad Programs
- 1.1.6. Multiple Program Enrollment
- 1.1.7. Promotional/Exclusive Pricing
- 1.1.8. Pre-departure Requirements
- 1.1.9. Career and Internship Program Placement Guarantee

1.2. Housing Application

- 1.2.1. Applying for Program Housing
- 1.2.2. Housing Guarantee, Housing Application Form, and Housing Assignment
- 1.2.3. Roommate Matching Request
- 1.2.4. Housing Changes
- 1.2.5. Program Housing Between Program Dates
- 1.2.6. Independent Housing

2. PARTICIPANT POLICIES AND COMMUNITY STANDARDS

2.1. Participant Rights and Responsibilities

- 2.1.1. Anti-Discrimination Policy
- 2.1.2. Protection of Personal Data
- 2.1.3. Participation Agreement
- 2.1.4. Passport, Visa, and Travel Documents
- 2.1.5. Program Dates
- 2.1.6. Health Information Disclosure
- 2.1.7. International Travel Health Insurance
- 2.1.8. Personal Health, Safety, Security and Wellbeing
- 2.1.9. Compliance with Local Laws and Authorities
- 2.1.10. Emergency Contacts
- 2.1.11. Communication Responsibilities and Expectations
- 2.1.12. Academic and Residential Life Accommodations



	2.1.13.	Program Location Arrival	
	2.1.14.	Airport Transportation	
	2.1.15.	Orientation Attendance	
	2.1.16.	Organized Excursions & Activities	
	2.1.17.	Independent Travel	
	2.1.18.	Demonstrations, Rallies, and Protests	
	2.1.19.	Personal Property	
2.2. Participant Conduct		Conduct	
	2.2.1.	Participant Behavior	
	2.2.2.	Civility and Community Safety	
	2.2.3.	Alcohol and Controlled Substances	
	2.2.4.	Fire Safety	
	2.2.5.	Weapons	
	2.2.6.	Sex Discrimination and Sexual Misconduct	
	2.2.7.	Social Media Policy & Online Community Guidelines	
2.3.	3. Residential Community Policies		
	2.3.1.	Residential Community Rules and Regulations	
	2.3.2.	Housing Maintenance and Damages	
	2.3.3.	Program Housing Check In	
	2.3.4.	Vacating and Condition of Housing	
2.4.	Adjudicatio	on Procedures and Outcomes	
	2.4.1.	Adjudication Procedures	
	2.4.2.	Intervention and Resolution Outcomes	
	2.4.3.	Adjudication Committee Appeals	
	2.4.4.	Documentation and External Notification	
	2.4.5.	Financial Responsibilities	
2.5.			
	2.5.1.	Scope	
	2.5.2.	Program Models	
	2.5.3.	Responsibility and Compliance	
	2.5.4.	Expectation of Academic Engagement During Program Dates	
	2.5.5.	Academic Eligibility	
	2.5.6.	Academic Accommodations	
	2.5.7.	Religious Observance	
	2.5.8.	Local Holidays	
	2.5.9.	Course Registration	
	2.5.10.	Coursework Expectations	



3.2.6.

	2.5.11.	Grading
	2.5.12.	Program Withdrawals
	2.5.13.	Program Dismissal
	2.5.14.	Academic Integrity
	2.5.15.	Academic Conduct
	2.5.16.	Auditing
	2.5.17.	Course Load
	2.5.18.	Library Access
	2.5.19.	School of Record
	2.5.20.	Academic Records
	2.5.21.	Grade Appeals
2.6	Career and Internship Program Policies	
	2.6.1	Career and Internship Program Participation Standards
	2.6.2	Experiential Learning Placements
	2.6.3	Independently Sourced Experiential Learning Placements
	2.6.4	Change of Placement, Termination and Withdrawals
3. FI	SCAL POLI	CIES
3.1.	. Payment Policies	
	3.1.1.	Program Costs
	3.1.2.	Application Fee
	3.1.3.	Program Confirmation Payment
	3.1.4.	Housing Maintenance Fee
	3.1.5.	Late Application Fee
	3.1.6.	Program Price
	3.1.7.	Final Payment
	3.1.8.	Payment Methods
	3.1.9.	Credit Card Payments
	3.1.10.	Financial Aid
	3.1.11.	Outstanding Balances
3.2.	Program Wit	hdrawal and Refund Policy*
	3.2.1.	Withdrawal Dates and Fees
	3.2.2.	Refund Policy
		Non-Refundable Items
	3.2.3.	Non-Kerundable items
	3.2.3. 3.2.4.	CEA CAPA Secure Coverage

Change in Program Structure



CEA CAPA Education Abroad Policies

1. PROGRAM & HOUSING APPLICATION REQUIREMENTS

1.1. Program Application

It is the responsibility of each applicant to read and understand the following CEA CAPA Education Abroad policies. By applying to a CEA CAPA program, participants agree to adhere to all CEA CAPA policies. Policies are subject to change at any time.

All CEA CAPA program applications can be submitted up to one year prior to the program start date as listed on ceacapa.com.

1.1.1. Required Application Materials

Applications are considered complete and will be reviewed once the following items are submitted:

- CEA CAPA Application Form
- \$95 non-refundable application fee
- Unofficial copy of most recent transcript(s)*
- Advisor Approval Form**
- * Full name, student ID number, and cumulative GPA must appear on the transcript. An official transcript may be required for international partner programs.
- **Those not currently enrolled in an institution should contact their CEA CAPA Student Advisor to determine eligibility.

Additional materials beyond what is listed above may be required to confirm eligibility.

Study + Internship Programs

In addition to the application materials listed above, internship participants are required to submit the following:

- CEA CAPA Internship Form
- Statement of Intent*
- Résumé/CV*
- Additional Documents as requested

Additional documents may include but are not limited to:

Professional Portfolio



- Letters of Recommendation
- Police background check

*Applications for a placement in the host language require documents submitted in both English and the host language.

Any other additional requirements are noted in the CEA CAPA Student Portal checklist. All requested documents should be uploaded to the CEA CAPA Student Portal or emailed directly to the designated CEA CAPA Advisor.

Additional questions may be directed to CEA CAPA via phone at 800-266-4441 or online at www.ceacapa.com.

1.1.2. Application Deadlines

For specific application deadlines, participants should refer to dates listed on their selected program page. Space is limited on CEA CAPA programs. CEA CAPA reserves the right to close a program prior to its published closure date without notice due to enrollment capacity.

All application materials and application fees must be received by the application closure date. If the closure date falls on a weekend, the following business day is honored.

1.1.3. Late Applications

Completed applications received after the program closure date, but prior to the program withdrawal date, must include a \$95 application fee. Based on the billing agreement with the participant's home institution, a \$500 non-refundable confirmation deposit may be required at the time the application is submitted. Space permitting, the application will be reviewed and accepted if it meets the standard eligibility requirements.

If a participant wishes to apply for a CEA CAPA program after the program withdrawal date, they can call 800-266-4441 to speak with a CEA CAPA Advisor. If space is available and the applicant meets all program eligibility requirements, they'll be required to make the full program payment plus pay an additional \$150 late application fee to secure a spot on the program.

Participants should refer to the CEA CAPA payment obligations for more details on the program payment deadlines and payment options.

Please note: CEA CAPA application deadlines are not set according to participant visa deadlines. Some programs may require a visa. Each applicant is responsible for researching and meeting these requirements independent of CEA CAPA's application requirements. Please refer to the passport and visa section for more details.



1.1.4. Eligibility Requirements

Participants must be at least 18 years of age before their CEA CAPA program start date. Participants must meet the stated minimum program requirements for the program for which they're applying. This may include but is not limited to: GPA, education completed, language proficiency, and home institution approval.

In addition, CEA CAPA reserves the right to consider an applicant's judicial and academic standing at their home institution, as well as their criminal history, in admission decisions. Participants must be in good academic and conduct standing with their home institution prior to going abroad with CEA CAPA. Any academic or conduct sanctions, including probationary period, must be completed in full before the program start date. If accepted, any criminal sanctions, including probation, must be completed in full before the program start date. Any criminal record despite resolution may impact a participant's ability to secure the necessary visa.

Some programs may allow acceptances on a conditional basis for participants who don't meet one or more of the eligibility requirements. It's the participant's responsibility to prove that they have satisfied all the eligibility requirements for their program prior to departure. If the conditions aren't met, CEA CAPA and/or the partner institution reserve the right to withdraw the participant's acceptance.

CEA CAPA reserves the right to reject applicants who fall below one or more of the eligibility requirements after initial acceptance to a program, if an applicant is no longer in good academic or conduct standing with their home institution, or if an applicant was arrested and/or charged with a felony. Applicants who fall below or fail to meet eligibility requirements after their acceptance to a program are subject to CEA CAPA's Fiscal Policies.

1.1.5. Non-U.S. or Non-Canadian Citizens Applying for Abroad Programs

Applicants who are not U.S. or Canadian citizens or a Permanent Resident of the U.S. may apply to a CEA CAPA Education Abroad program if they're currently accepted or enrolled as a full-time student in a U.S. or Canadian University. Proof of acceptance or enrollment is required in CEA CAPA's admissions process.

Non-US or Canadian citizens are fully responsible for researching immigration requirements and securing the appropriate visa and valid passport. If applicants are in the U.S. on a student visa or other visa type, they're responsible for researching the immigration requirements and filing any necessary paperwork for approval to leave the country and return. Non-U.S. citizens are required to check with the appropriate host country consular office nearest their place of residence to determine entry requirements.



1.1.6. Multiple Program Enrollment

Applicants can create their own program itinerary by combining multiple CEA CAPA programs (whether at the same or different locations).

- When enrolling in multiple CEA CAPA programs, program dates cannot overlap
- Only one CEA CAPA application and one application fee is required
- Participants must meet eligibility requirements for all programs
- Application closure dates and withdrawal dates including payment deadlines may be different for each program
- A study abroad again scholarship may apply towards the cost of the additional program

Participants should contact their CEA CAPA Student Advisor for details.

1.1.7. Promotional/Exclusive Pricing

CEA CAPA reserves the right to offer promotional or exclusive program pricing and/or discounts for a limited time. Only those applicants who: 1) submit the required application materials; and 2) meet the stated requirements of the promotion during the specified promotional period are entitled to the promotion or discount. Applicants who complete an application prior to or after the period of the promotion are not granted any price adjustment or refund.

If CEA CAPA offers more than one promotion at a time, only the greater amount of the two promotions/discounts applies.

Participants enrolled on exclusively priced programs, such as group, cohort, or custom arrangements, are not eligible for additional discounts of any kind.

1.1.8. Pre-departure Requirements

Pre-departure is defined as the period between an applicant being admitted to a CEA CAPA program and their program start date..

All applicants are required to submit additional information as part of the pre-departure process. This may include both documents and online forms. Requirements are based on the participant's specific program and are due within 30 days of the acceptance date or by the application closure date, whichever comes first.

Certain documents and/or forms have the same due date as the program's withdrawal date. Failure to provide any of these documents by midnight on the withdrawal date results in a \$150 late fee.

Upon receipt of application, participants can access additional resources and information specific to their selected program. This information includes, but is not limited to, a list of items, documents and/or



payments still needing to be sent or submitted to CEA CAPA and associated due dates. If the predeparture documents are not received on time, this may delay or forfeit the participant's housing placement, course registration, and or participation in the program.

1.1.9. Career and Internship Program Placement Guarantee

In alignment with the <u>National Association of Colleges and Employers (NACE)</u>, CEA CAPA defines an experiential learning placement as "a form of experiential learning that integrates knowledge and theory learned in the classroom with practical application and skills development in a professional workplace setting (across in-person, remote, or hybrid modalities)."

CEA CAPA guarantees to source Career and Internship Program (CIP) participants an experiential learning placement that'll allow them to develop the key transferable skills (NACE career readiness competencies) that U.S.-based employers desire undergraduate students to gain to be competitive in today's job market.

CEA CAPA guarantees to source each CIP participant an experiential learning placement if they meet all the below criteria:

- Apply by the original application deadline
- Meet the eligibility criteria for their CEA CAPA Program
- Remain actively engaged throughout the placement process, including but not limited to, meeting all submission deadlines for each step of the process, meeting requests for additional documentation, and attending all scheduled meetings and interviews

CIP participants must communicate any request to change their desired experiential learning placement fields of interest to their CIP Coach before the original application deadline for the program, for them to consider during the placement process. In some cases, the changes requested may not be possible due to placement availability in the desired destination. If a CIP participant notifies CIP Staff of a change to their desired career field(s) after their program's original application deadline, CEA CAPA cannot guarantee that we can accommodate the request.

See "Career and Internship Program Policies" for full policy text.

1.2. Housing Application

1.2.1. Applying for Program Housing

All CEA CAPA program participants can access the housing form after they have paid their non-refundable program deposit. This form must be submitted no later than 60 days prior to the program start date. It's the participants responsibility to understand and follow their home institution's policies regarding permissable housing options abroad. All participants opting for independent housing must complete the housing form. The housing form can only be completed once. Once this form is completed,



changes cannot be made. Participants are strongly advised to visit the CEA CAPA website and home institution requirements before completion, and thoroughly read the housing descriptions in the form to make an informed decision.

Academic Year CEA CAPA participants or multi-city programs must submit their second housing form before semester closure date. If participants change their housing arrangement for their second semester, they must inform their CEA CAPA local team by the second program's closure date.

1.2.2. Housing Guarantee, Housing Application Form, and Housing Assignment

CEA CAPA guarantees program housing to all participants who submit their housing form within the established deadlines. Program housing is available from the published program start date until the program end date. All CEA CAPA housing options conform to best practices for standards in the field of education abroad. Program housing undergoes a thorough vetting process, with keen attention paid to the health, safety, and security of the housing unit, building and immediate neighborhood, according to local guidelines and regulations. Program housing typically includes shared twin bedrooms and shared living spaces, with a study area, shared bathroom, and equipped kitchen. CEA CAPA housing is generally located within 60 minutes commuting time to the participants study center or internship. The type of housing offered depends on the program's location. Potential housing types include homestay, studio apartment, or participant residence.

For all program destinations, CEA CAPA offers a standard housing option. Alternative upgrade options (for an additional fee) may be available in some program locations. Participants must list their preferred option and can specify a second and third preference in the form. By listing a non-standard housing option as a preference, participants must pay its associated fee. On their housing form, participants can also indicate they're interested in any alternative housing beyond standard accommodation.

Once the housing form is available participants are encouraged to complete it immediately and no later than 60 days prior to the start of the program. CEA CAPA carefully reviews housing forms and makes assignments based on the housing form completion date, and local housing availability and preferences, where available. While program housing is guaranteed, preferences are not, and they're subject to availability. Housing assignments are contingent on local housing availability and the form date. CEA CAPA reserves the right to change housing assignments at any time.

1.2.3. Roommate Matching Request

As part of the Housing Application process, applicants may also request a specific roommate or roommates. For these requests to be considered, participants requesting each other must: 1) select the same housing options 2) request each other on their housing form. Participants may request and accept roommate preferences up until the withdrawal date of their program when the completed requests are reviewed and considered final.



While CEA CAPA will do its utmost to honor participants' roommate preferences and work to ensure they live with at least one requested roommate, CEA CAPA cannot guarantee roommate housing preferences will be met. Participants are alerted when their final housing assignment is posted before departure.

1.2.4. Housing Changes

Once CEA CAPA assigns housing, there are no changes except in limited or special circumstances. Requests for changes to housing preferences must be made in writing no later than the withdrawal date for the selected program. Such changes are made at CEA CAPA's discretion and will require a minimum payment of \$400 (Change of Housing Fee) and any additional costs incurred because of the change.

Academic Year CEA CAPA participants or multi-city programs must submit their second semester/city's housing application before its closure date. If participants change their first semesters' housing arrangement, they must inform their CEA CAPA local team by the second program's closure date.

If participants switch programs after the withdrawal date, CEA CAPA does not guarantee housing and it might be the responsibility of the participant to secure their own accommodations.

Once onsite, there are no housing changes except in limited, special, and extremely exceptional circumstances at the discretion of CEA CAPA. In these rare and limited cases, CEA CAPA offers one housing as an alternative. Any requested housing change while abroad requires the minimum payment of \$400 along with any additional costs incurred in the change.

In exceptional circumstances a housing change can be initiated by the local CEA CAPA team's discretion if deemed necessary to preserve the conducive learning environment of participants in a household. CEA CAPA reserves the right to fill any empty housing space with other CEA CAPA Program participants.

Housing change arrangements requested after arrival will most likely not be possible or immediate. CEA CAPA will not cover any incurred costs should participants decide to arrange their own alternative housing after arrival, neither will we grant the Independent Housing Rebate.

1.2.5. Program Housing Between Program Dates

Only participants on academic year programs are entitled to program housing during the break between two consecutive sessions.

CEA CAPA does not provide program housing between two separate program sessions. If a participant enrolls in multiple programs (i.e., London program for the Fall then Paris program for the Spring), they must arrange for their own housing between programs at their own cost.

1.2.6. Independent Housing



CEA CAPA offers housing for all program participants and encourages participants to reside in program arranged housing for the duration of their program term. However, participants may prefer to opt out of program housing and secure independent housing if approved by their home institution. Participants who decide to opt out of program housing are responsible for obtaining approval from their home institution's study abroad office prior to making this selection. If a participant runs into challenges getting an approval, they may contact a CEA CAPA Advisor for support.

Participants opting for independent housing must indicate this choice by selecting the Independent Housing option on the pre-departure housing application by the established deadline to be eligible for a CEA CAPA housing rebate. Participants must also review and complete the mandatory Independent Housing Waiver, which outlines the terms and conditions of this housing option, during the housing application process. Academic Year participants who intend to select independent housing for their second semester must first confirm with their home institution study abroad office to ensure this option is approved. They'll then need to contact the appropriate onsite staff member no later than 60 days prior to the start of the second semester to make this request and sign the required Independent Housing Waiver.

CEA CAPA cannot make any assurances about the safety, security, quality, or legitimacy of any independent housing accommodation and cannot assist or advocate for the participant with any complications that arise regarding their independent housing arrangements. Participants therefore are fully responsible for all arrangements, fees, maintenance, and any further circumstance related to their independent housing. Once a participant is onsite, CEA CAPA is unable to provide program housing to any participant who wishes to switch from independent housing to program housing.

Participants living in independent housing are required to provide the confirmed address to CEA CAPA no later than 14 days prior to the start of the program. Participants will remain subject to all CEA CAPA Participant Policies and are required to attend mandatory program components, including but not limited to the onsite program orientation. While the housing session is not mandatory for participants who opted for independent housing, participants may choose to attend this session to learn more about housing in their program destination. Within 24 hours of arrival, all participants who selected independent housing must check in with onsite staff upon arrival in the program location, confirm their independent housing address and inform CEA CAPA of their active cell phone number where they can be reached.

2. PARTICIPANT POLICIES AND COMMUNITY STANDARDS

Introduction

CEA CAPA Education Abroad ("CEA CAPA") empowers its participants to become thoughtful and thriving leaders through living and learning abroad. Our Participant Policies and Community Standards are



established to foster civility and mutual respect across our programs while also maintaining environments that cultivate safe and positive experiences abroad.

The Participant Policies and Community Standards outline behaviors and actions that positively contribute to respectful and inclusive communities. By following the Participant Policies and Community Standards, Participants are empowered to make informed decisions about the impact actions and behaviors have both individually and collectively.

The Participant Policies and Community Standards provide responsive practices that allow for accountability and restorative educational outcomes. These practices seek to reaffirm the rights, expectations, and responsibilities of members of our global communities.

Participants found in violation of the Participant Policies and Community Standards and/or any other CEA CAPA policies are subject to conduct adjudication, including and up to program dismissal.

Questions about the Participant Policies and Community Standards may be directed to the Health, Safety and Student Affairs Team at hssa@ceacapa.com.

2.1. Participant Rights and Responsibilities

2.1.1. Anti-Discrimination Policy

CEA CAPA embraces diversity and welcomes individuals of all backgrounds and identities on our programs. CEA CAPA insists that all individuals are treated with courtesy, respect, and dignity and does not discriminate against any individual.

CEA CAPA strictly prohibits and will not tolerate discrimination on the basis of another's age, ancestry, citizenship, color, domestic partnership status, ethnicity, gender, gender identity, gender expression, genetic predisposition, marital status, medical condition, mental disability, military status, national origin, pregnancy status, political affiliation, race, religion or religious creed, sex, sexual orientation, status as a victim of domestic violence, socioeconomic status, or any other characteristic not mentioned and protected by applicable country, state, or local law. While not all categories of protected classes may be mentioned or may not be the social or cultural norm in a CEA CAPA program location, this policy may prevail over local laws.

Reporting a Complaint

Reports of discrimination may be submitted either orally or in writing to the CEA CAPA Program or Center Director or any other CEA CAPA employee in the United States or abroad. Ideally reports should be made as soon as possible following an incident; however, CEA CAPA accepts reports at any time.

Participants filing a report against an onsite program staff or faculty member should report the complaint to their Program or Center Director or Senior Director for Regional Programs. Participants



filing a complaint against a U.S. based CEA CAPA staff member should report the complaint to the Executive Vice President of Human Resources.

2.1.2. Protection of Personal Data

1. All personal data a participant provides to CEA CAPA and its subsidiaries and affiliates (hereafter "CEA CAPA"), as well as any entity from whom personal data are collected, and all the further data provided in order to allow the planning, organization and execution of CEA CAPA program(s) of study or internship (hereafter "Program"), and thereof aimed at the performance of the academic and other services to be provided to participant, will be processed and handled by CEA CAPA in accordance with its policies, with privacy laws of country(ies) of participant's Program (hereafter "Program Location"), and the <u>European Union General Data Protection Regulation</u> (hereafter "GDPR").

Additionally, personal data will be processed and handled with the principles of fairness, lawfulness, transparency, purpose limitation, accuracy, storage limitation, integrity, confidentiality and accountability, as well as the utmost protection of participant's privacy. Sensitive data processing may take place in relation to, but not limited to the following:

- a. Health information, such as illnesses, diseases, mental health diagnosis, allergies, hospitalizations, treatments, medications, disabilities, accommodations, dietary restrictions and preferences.
- b. Judicial data such as open or outstanding warrants, arrest, incarceration, convictions and probationary status.
- c. Gender identity data, such as but not limited to assigned sex at birth, sexual orientation, pronouns, legal names and preferred names.
- d. Religious affiliation data such as religious observances and dietary restrictions.
- 2. All personal data shall be processed exclusively for CEA CAPA institutional purposes, connected or related to the activities carried out by CEA CAPA, such as: administration of the Program, the processes of bureaucratic practices for legal entry in the Program Location; the performance of the contractual obligations of CEA CAPA in connection with participant's Program, including but not limited to, educational organizations, internship placements, housing vendors, travel vendors, activity or excursion vendors, health providers, insurance companies, emergency assistance providers and other third parties who provide logistics on behalf of CEA CAPA for the Program.

In particular, the data supplied or collected will be processed for the following purposes:

- a. to fulfill the obligations established by any applicable law in the Program Location, including the regulations of the European Union Law;
- b. to execute the contractual obligations with reference to participant's enrollment with the Program, including but not limited to course enrollment, attendance certification, academic progress and transcripts, insurance enrollment, Program housing assignments and



- administration, Program activities, events and excursions, internship placement, attendance, and progress, participant health and safety assistance and referrals;
- c. with reference to personal data provided by public authorities, hospitals, medical or mental health personnel should an accident, illness, emergency, aggression, or arrest occur to or by the participant, the data will be used in order to take the necessary actions on behalf of CEA CAPA and the participant.
- 3. Sensitive data listed in Paragraph 1 will be processed for the sole purpose of fulfilling the contractual obligations of CEA CAPA in connection with the Program, or of fulfilling the obligations established by law or regulations in participant's Program Location, or by the European Union Law, in addition to, but not limited to, the following:
 - a. Health Information advising on health care abroad, enrollment in international health and travel insurance, investigating and providing referrals for reasonable accommodation, health care and services in Program Location, assisting in securing accommodation, treatment or services, Program Housing assignments, and assisting participant in a health emergency.
 - b. Judicial data provided by participant or by public bodies Program eligibility and acceptance decision, visa application, Program Location entry requirements, and complying with any applicable mandatory provision of participant's Program Location or European Union law.
 - c. Gender identity –visa processing, entry requirements, advising on safety and security in Program Location, and Program housing assignments.
 - d. Religious affiliation Program housing assignments, arrangements for Program events, activities or excursions.

Submittal and processing of sensitive personal data is necessary in order to achieve the purposes above specified. Any refusal will make it impossible to carry out the necessary activities and the correct administrative and didactic management of the Program necessary to accomplish the contractual obligations of CEA CAPA in connection with participant's Program with, as well as the obligations imposed by law.

- 4. Data of common nature will be collected and processed automatically and/or manually in compliance with the provisions of any Program country privacy laws in Program Location as well as EU laws, and by adopting the related minimum safety measures, securing strictly monitored access. The collecting and processing of sensitive data will be carried out in compliance with the provisions of the above mentioned laws and by adopting the related minimum safety measures.
- 5. Data processing will take place according to the aforementioned criteria, only within those offices of CEA CAPA premises which are exclusively dedicated to CEA CAPA Programs. The data will be handled only by the persons who are in charge and responsible of the related activities and by other persons working on the same areas as specified in internal communications. Such data processing may include sharing to third parties as previously outlined to meet contractual obligations of participant t's Program. Sensitive data will be handled only within offices of CEA CAPA premises which are exclusively dedicated to CEA CAPA Programs, for the purposes above specified, by persons officially appointed to



this task. Participant's personal data have provided may be transferred overseas pursuant to the terms, conditions and limits of the EU law and Program Location privacy law(s).

- 6. In particular, participant data may be communicated, in compliance with the rules above indicated, to public or private subjects to whom they may be necessary in order to fulfill obligations set forth by laws, regulations or EU laws. Sensitive data may be communicated to public bodies and authorities (such as but not limited to public hospitals, public educational institutions, public internship companies, public safety authorities, Police offices, courts, magistrates, or other governmental entity as required) and to private subjects (such as but not limited to private hospitals and clinics, private medical or mental health practitioners, private educational institutions, private internship placements, security personnel, and insurance companies as required) only for purposes relating to health and safety emergency and for the purposes of fulfilling obligations set forth by laws, regulations and EUlaws.
- 7. The Data Controller, under the law and with particular reference to the safety obligations related to the automatic processing of participant's data, is CEA CAPA. All data will be processed by CEA CAPA in its capacity as Data Controller with the supervision of a Data Manager, available in compliance with EU and various Program Location laws, whom participant can reach at the following email address: privacy@ceastudyabroad.com.
- 8. As the "Data Subject," participant will be able to exercise any and all other rights foreseen by Program Location's privacy laws and EU laws, reproduced hereunder in its entirety:
 - a. The Data Subject has the right to obtain confirmation of the existence or not of personal data regarding them, even if not yet recorded, and their communication in intelligible form.
 - b. The Data Subject has the right to obtain indication of: a) the origin of the personal data; b) the ends and methods of its processing; c) the logics applied in the event of processing being carried out with the aid of electronic equipment; d) the identification data of the Data Controller, of those responsible and the appointed representative as per paragraph 7; e) of the organizations and categories of organizations to whom personal data can be communicated or who are likely to get to know them in their capacity of designated representative in any area of the country, of officers and appointees.
 - c. The Data Subject has the right to obtain: a) the update, the rectification or, the integration of the data; b) the cancellation, transformation in anonymous form or the blockage of any data processed unlawfully, including those whose storage is not necessary in relation to the aims for which the data were collected or later processed; c) a statement that the operations indicated at letters a) and b), including their content, have been made known to those to whom the data have been communicated or released, except in the case of this being found to be impossible or requiring the use of means which are clearly disproportionate to the protected right.
 - d. The Data Subject has the right to completely or partially oppose a) for legitimate reasons, the processing of personal data regarding them even if relevant to the aims of their collection; b) the processing of personal data regarding them for the purpose of sending publicity material, direct sales or for carrying out market research or commercial communications.



9. The Data Subject can exercise the rights, such as updating, rectification, integration, cancellation, transformation, anonymously or blockage of data processed illegally, opposition, request for information as per EU 2016/679 by contacting CEA CAPA or sending an e-mail to the Data Manager at the following email address: privacy@ceastudyabroad.com

The Regulation (EU) 2016/679 can be found at www.gdpr.eu.

2.1.3. Participation Agreement

All individuals applying to a CEA CAPA program must read, acknowledge and sign the CEA CAPA Participation Agreement ("Agreement"). The Agreement is considered part of the participant's CEA CAPA educational record, and a copy of the Agreement can be found on the website. The Agreement is a legally binding contract between the participant t and CEA CAPA. If an Applicant is under the age of 18, a parent or legal guardian must review the Agreement with the Applicant present and sign on their behalf. Participants must submit the Agreement in order to participate in a Program. Participants who do not submit a signed Agreement will be removed from a Program, subject to CEA CAPA withdrawal policies.

2.1.4. Passport, Visa and Travel Documents

Obtaining a passport, visa and any other required travel document(s) for the Program is the sole responsibility of the participant CEA CAPA will provide general instructions; however, participants are fully responsible for researching specific requirements for their selected program destination(s). Citizens of countries other than the U.S. and Canada are fully responsible for researching and following the requirements to obtain the appropriate visa for their program destination.

Required documents to apply for a student visa or equivalent entry permit vary by country and may change at any time. CEA CAPA may supply some of these documents (i.e., insurance enrollment verification) while other documents may be the responsibility of the participant to obtain and provide.

Posted deadlines and processing times for travel documents, such as passports, may be program specific and subject to change at any time. Failure to meet these deadlines may result in program ineligibility. CEA CAPA retains the absolute right to reject an application or dismiss a participant from the program after acceptance if the participant is unable to confirm that they possess all appropriate travel documents. The inability to obtain a passport, visa and/or travel document(s) does not constitute grounds for a refund or waiving of any program fees, and participant will be subject to CEA CAPA Program Withdrawal and Refund Policy.

All costs associated with applying for and securing passports, visas and travel documents, including expedited processing or shipping, or traveling to a local consulate, are the sole responsibility of the participant



CEA CAPA is unable to make any representations (verbally or through actions) relative to immigration issues, inclusive of passport, visa or travel document issues. Additionally, it is the participant's responsibility to research and abide by the immigration requirements of any country they may travel to or through while abroad. CEA CAPA cannot and will not intercede for those who choose not to obtain the appropriate documentation and/or are denied a visa, nor will CEA CAPA intervene between a participant and the corresponding immigration authority.

Group Visa Appointment

Participants may choose to participate in a Group Visa appointment, whereby CEA CAPA will apply for a student visa on the participant's behalf. The participant must follow instructions and submit the required application documents to CEA CAPA by the stated deadlines. Failure to do so will result in removal from the Group Visa appointment, and the participant will have to apply for the visa on their own. This may result in delays with visa processing and incur additional costs, which will be the participant's responsibility.

Once the participant's passport and application documents have been submitted to CEA CAPA, the participant will give full authority for the documents to remain with the consulate or corresponding processing center until the visa has been finalized. This also applies to any participant who withdraws from a program before their visa is processed. CEA CAPA cannot intercede with the consulate or processing center to request the return of travel documents. The participant will have to wait for the consulate or processing center to release their documents once they have finished processing them.

2.1.5. Program Dates

The designated start and end dates of the CEA CAPA program are provided on the Program's page on the website. Program dates are tentative in nature and can change at any time due to circumstances out of the control of CEA CAPA. Participants will receive communication from CEA CAPA should any such changes occur and will work to minimize any disruption to planning. CEA CAPA is not responsible for any accommodation, meal, flight costs or other expenses associated with unavoidable changes in the program calendar.

CEA CAPA provides onsite support services, including but not limited to housing, international travel health insurance and emergency assistance, to participants beginning on the designated program start date until the designated program end date. Participants who choose to travel independently before or after their program will not have access to CEA CAPA support services outside of designated program dates.

Participants are expected to attend the entire duration of their program in-country, unless an alternative arrangement has been approved by appropriate CEA CAPA staff. Concerns about program dates, including requests to arrive late or depart early, must be communicated to CEA CAPA staff immediately. Requests are not guaranteed and will be considered on a case-by-case basis.



2.1.6. Health Information Disclosure

All participants are responsible for completing the Health Information Form by the deadline established during the predeparture phase. In accordance with privacy laws, sensitive health information disclosed on this form will be regarded with the utmost protection of privacy and will only be shared an as-needed basis with appropriate CEA CAPA team members, a participant's home institution, local partners in the Program location (i.e. host family member or housing provider), or medical/service providers in order to investigate potential accommodation or support services. Additionally, this information may be shared with medical providers should a participant require medical attention or emergency services abroad.

CEA CAPA will not share medical information with a participant's personal support network (including parents/guardians) unless a participant is i) under the age of 18, ii) experiencing a medical or mental health emergency, iii) is unconscious or otherwise incapacitated, and/or iv) provides written consent to release information.

Participants are obligated to be honest and forthright with their personal health information. Failure of a participant to disclose relevant information or request accommodations or support services in the appropriate format or in a timely manner, no later than 30 days before their Program's withdrawal date, may limit CEA CAPA's ability to investigate options and provide assistance. However, submission of this form does not place any obligations on CEA CAPA or its agents. CEA CAPA cannot guarantee accommodation or support services abroad.

CEA CAPA will review individual Health Information Forms once submitted after Program acceptance. CEA CAPA may follow up with a participant directly to provide information and resources, to ask follow-up or clarifying questions or schedule a call to discuss information disclosed on this form. In certain circumstances, participants may be required to submit a Health Clearance Form, to be completed by their current medical provider or specialist, in order to provide more details about the participant's medical or mental health condition, accommodation or support requests, as well as their ability to safety participate on an education abroad Program.

CEA CAPA reserves the right rescind an acceptance decision if CEA CAPA learns of a medical or mental health condition which would deem the participant to be a harm (or potential harm) to themselves or others, would put the participant at risk in a foreign country, would require support or resources which CEA CAPA cannot reasonably provide, if the participant shows a history of inability to manage their medical or mental health condition independently, or if the participant demonstrates an inability to adapt to challenging situations.

2.1.7. International Travel Health Insurance

CEA CAPA requires all in person participants to be enrolled in CEA CAPA's international travel health insurance plan for the duration of their Program. This mandatory insurance coverage is included in the total Program price, and it is not possible to opt out for any reason. CEA CAPA will enroll each



participant in the insurance plan prior to their Program start date. Participants will then receive via email a confirmation of enrollment and additional information about the plan.

Participants can review the most up to date insurance brochure on the <u>CEA CAPA website</u>. CEA CAPA provided insurance may act as either primary or supplemental insurance coverage for participants while abroad in conjunction with any existing insurance policies (i.e. home institution provided insurance, independent/personal family or home insurance). Participants are responsible for ensuring that they obtain any health or other insurance coverage, over and above what is provided by CEA CAPA.

Refunds of insurance costs are not available for participants who are dismissed or depart from a Program early. Participants enrolled in virtual Programs will not be enrolled in the insurance coverage.

2.1.8. Personal Health, Safety, Security and Wellbeing

CEA CAPA follows nationally recognized standards and guidelines, risk management practices, as well as providing a myriad of predeparture and onsite resources to support and assist our participants. CEA CAPA strives to provide programming and support services that educate participants while empowering them to advocate for themselves, build skills and independence.

Participants are ultimately responsible for the personal management of their own health, safety, security and wellbeing needs. This includes but is not limited to:

- taking personal responsibility for educating oneself about potential risks related to studying, interning, living and traveling abroad, as well as learning about local laws and customs in the designated program location
- managing one's own physical and mental health, visiting a medical professional that specializes
 in travel medicine and/or one's own personal practitioner(s) before departure, taking
 responsibility for traveling with a sufficient supply of and/or obtaining prescription
 medication(s), verifying import regulations for aforementioned medications, obtaining any
 recommended vaccinations, receiving any necessary health care predeparture and/or abroad,
 and following any instructions or recommendations for medical treatment or evaluation from
 healthcare providers
- completing the required CEA CAPA Health Information Form and if applicable, Health Clearance Form, as a condition of participating in the program.
- making informed decisions and taking responsibility for managing one's own actions, behaviors, and interpersonal relationships
- communicating concerns, issues, incidents or emergencies to CEA CAPA staff in a timely and appropriate manner, with a willingness to work cooperatively toward reasonable solutions

CEA CAPA is available to discuss any concerns a participant may have about their personal health, safety, security and wellbeing, as well as provide referrals where participants may obtain more information or services. CEA CAPA can also investigate additional academic or residential accommodations to further



support participants. (See the Academic and Residential Life Accommodations Policy for more information.)

2.1.9. Compliance with Local Laws and Authorities

CEA CAPA participants will receive information and resources related to their host country prior to departure. However, it is the responsibility of each Participant to inform themself of and comply with local laws and authorities of their Program destination and any countries they visit. CEA CAPA is unable to interfere with and has no authority over local law or its enforcement. Partaking in any illegal activity or behavior can result in recourse imposed by local governments, including, but not limited to, financial restitution (fines), court summons, legal proceedings, arrest, and imprisonment. Participants found responsible for breach of local law are subject to CEA CAPA conduct adjudication up to program dismissal. Further conduct adjudication may be imposed by a participant's home institution. (See Adjudication Procedures and Outcomes for more information.)

2.1.10. Emergency Contacts

Participants are required to designate at least one person (preferably two) as their emergency contact for the duration of the Program term. CEA CAPA may contact this person in the event of an individual emergency such as a medical situation, or a Program-wide emergency that impacts the safety and security of participants. The emergency contact must be someone other than the participant and at least 18 years old. This person should also be reliable, knowledgeable about the participant's medical history, and able to make decisions on behalf of the participant. The emergency contact may also receive important program information from CEA CAPA.

2.1.11. Communication Responsibilities and Expectations

Participants in CEA CAPA Programs will receive ongoing communication both in preparation for and through the Program via email, text messages, push notification, phone calls, CEA CAPA student portal or platform, and the website.

Participants are responsible for communicating information (such as but not limited to personal data, contact information, health status or travel itineraries) and responding to direct communication sent from CEA CAPA. Failure to disclose pertinent information or respond to communications appropriately and in a timely manner may impede CEA CAPA's ability to provide support in an emergency or may limit a participant's access or participation in Program courses, activities and excursions.

All participants over the age of 18 are expected to maintain full responsibility for communicating with CEA CAPA for the duration of their Program. CEA CAPA may communicate with a participant's selected emergency contact in an emergency; however, should a parent, guardian or family member of a Participant over the age of 18 contact CEA CAPA in a non-emergency situation, CEA CAPA may redirect



communications back to the participant. If a participant is under the age of 18, CEA CAPA will maintain communication with their legal guardian until the participant turns 18.

Cell Phones and Emergency App Communication

All CEA CAPA participants are required to have a working cell phone for the duration of their Program(s) abroad in order to remain reachable in the event of an emergency. The cell phone must have either an international data plan or a locally serviced phone number, allowing participants to send and receive communications via text or phone call when not connected to Wi-Fi. Participants may choose to acquire a cell phone prior to departure or upon arrival at their destination.

Once the Program begins, participants must keep their phone turned on and fully charged at all times. Participants who choose to purchase a local phone or SIM card upon arrival must do so and must provide CEA CAPA with their local phone number within three days of their Program start date. Should a participant's phone number change at any time during their Program, participants are required to provide CEA CAPA with their updated phone number as soon as possible.

In the event of an emergency, CEA CAPA utilizes an emergency communication app, which students will download and receive instructions on how to use during Program orientation. This app allows CEA CAPA to quickly and efficiently send emergency messages to participants via in-app push notification, text message, email and/or phone call. In the event of an emergency, participants are required to immediately respond to emergency messaging from CEA CAPA in order to verify their location, safety, and wellbeing.

Failure to secure a cell phone, international data plan or locally serviced phone number, as well as failure to download the emergency app, or respond immediately to communications, will severely limit CEA CAPA's ability to assist a participant in the event of an emergency. This will also limit CEA CAPA's emergency response capabilities and may delay or impede communication with a participant's home institution and/or emergency contacts.

2.1.12. Academic and Residential Life Accommodations

Though the Americans with Disabilities Act (ADA) along with Section 504 of the Rehabilitation Act of 1973 do not extend beyond the jurisdiction of the United States, CEA CAPA remains committed to supporting inclusive global experiences for its participants, including those with accommodation needs. Each country and location has its own uniquely built environment and cultural constructs regarding accessibility needs. To this end, CEA CAPA strives to provide reasonable accommodation, whenever possible.

DEFINITION OF TERMS



- Person with a Disability: someone who has a physical or mental impairment that substantially
 limits one or more everyday life function, has a history or documentation of such impairment, or
 is perceived by others as having such an impairment. Definition adapted from www.ada.gov.
- 2. Reasonable Accommodation: an adjustment or modification that allows a participant with a disability to fully participate in an education abroad program, without fundamentally altering the essential nature of the program or imposing an undue burden onto the program. Reasonable accommodations may include but are not limited to, modifications to academic requirements, adjustments to housing arrangements, provision of auxiliary aids or services, and accessibility support.
 - To be considered a reasonable Academic & Residential Life Accommodation, requests must be supported by documentation from a participant's home institution accessibility support office and/or treating medical or mental health professional.
- 3. Preferences: specific support services or housing arrangements a participant would like to have access to in order to improve their living and/or learning experience, regardless of documented need. Preferences are not considered as Academic & Residential Life Accommodations. However, CEA CAPA does consider preferences when making housing arrangements and does try to honor preferences when and where possible. Residential Life preferences can be communicated via the online Housing Form.

TYPES OF ACCOMMODATIONS

- 1. Academic Accommodations: support services and/or modifications to the academic curriculum and/or learning environment. Examples of Academic Accommodations include, but are not limited to:
 - Temporary academic accommodations
 - Experiential learning placement and workplace environment accommodation (see
 Career and Internship Program Policies for more information)
 - Extra time for exams or assignments
 - Wheelchair accessible classroom facilities
 - Sign language interpretation
 - Notetaking assistance
- Residential Life Accommodations: housing arrangements that support specific medical, mobility, or other individual needs. Examples of Residential Life Accommodations, where available, include, but are not limited to:
 - Single occupancy room
 - Access to private or low-use bathroom
 - Wheelchair-accessible room or building
 - Ground floor or lower floor housing



- Housing located near accessible public transportation
- Strobe fire alarms
- Air conditioning or filtration
- Service and assistance dog (See Service and Assistance Dogs and Emotional Support Animals below.)

ELIGIBILITY & ACCOMMODATION REQUEST PROCESS

Disclosure

Participants requesting Academic and/or Residential Life Accommodations for their education abroad program must disclose their need(s) to CEA CAPA by requesting a copy of the Academic and Residential Life Accommodations Request Form. Early disclosure, preferably 30 days before the program withdrawal date, is highly encouraged as it maximizes the potential to successfully source reasonable accommodations abroad. However, participants may submit the Academic and Residential Life Accommodations Request Form up to the program withdrawal date. Requests received after this date may not be able to be processed, as there may not be sufficient time for CEA CAPA to investigate and assist in securing reasonable accommodations.

Information disclosed during the Academic and/or Residential Life Accommodation process will only be shared on an as-needed basis with appropriate CEA CAPA team members, a participant's home institution, local partners, or medical/service providers in order to investigate potential accommodation or support services.

Required Documentation

In addition to disclosure, participants will need to accompany all Academic and Residential Life Accommodation requests with appropriate documentation. Documentation is required *before* CEA CAPA can source, arrange, and confirm reasonable accommodations.

Participants are required to submit a copy of their approved accommodation statement from their home institution's accessibility support services office. Additional documentation may also be included and is encouraged.

Examples of appropriate documentation include, but are not limited to:

- REQUIRED: copy of approved accommodation statement from home institution
- Letter on letterhead from diagnosing and/or treating medical or mental healthcare practitioner, including:
 - Statement that the participant has a current physical or mental impairment that substantially limits one or more of everyday life functions
 - Information detailing how the impairment impacts the participant in a learning or residential setting



- Details specifying what accommodations are needed to provide equitable participation access
- Medical records or history
- Assessments or evaluations (vision, audiology)
- Neuropsychological or educational evaluation
- Educational records such as Individualized Education Program (IEP) or 504 plan (less than 12 months old)

Request Process

To request a copy of the Academic & Residential Life Accommodation Request Form, participants must contact their CEA CAPA Enrollment Advisor in writing via email. A member of the CEA CAPA US staff will then provide the participant with the appropriate form(s) and instructions to formally submit their request. Once the Participant has submitted a formal request with supporting documentation, CEA CAPA will coordinate efforts between US and onsite staff members to investigate and inform students of reasonable accommodations that may be arranged.

While CEA CAPA will do its best to provide reasonable accommodations upon request, **specific accommodations cannot be guaranteed**. Accommodations abroad may not be available in a program location or may differ significantly from accommodations a participant receives on their home campus.

If reasonable accommodations are not available, the participant will be encouraged to speak with their support network about the following options:

- 1. Going abroad without the requested accommodation
- 2. Investigating an alternate CEA CAPA program location where the requested accommodation may be available
- 3. Withdrawing from the program

CEA CAPA reserves the right to deny a participant's participation in a program after acceptance or dismiss a participant from the program should the participant:

- 1. Knowingly withhold information about their accommodation needs
- 2. Fail to disclose existing accommodation needs or any changes to their health or wellbeing that may require new or modified accommodations
- 3. Disclose accommodation needs after the program withdrawal date
- 4. If the absence of reasonable accommodation places the participant at risk of harm to self in the program location
- 5. If the accommodation request considerably alters the program and/or program delivery, or exceeds the level of support that can reasonably be provided onsite



Any participant that withdraws from a program, is denied participation, or is dismissed will be subject to CEA CAPA's withdrawal policies.

Additional Fees

Participants should also be aware that accommodations may incur additional costs or fees, all of which are the participant's responsibility. Participants are encouraged to speak with their home institution's accommodation support office about assistance with payment.

SERVICE AND ASSISTANCE DOGS AND EMOTIONAL SUPPORT ANIMALS Definition of Terms

- Service and Assistance Dogs: Dogs that have received specialized training to perform tasks for the benefit of an individual with a disability. Service and assistance dogs typically are certified to demonstrate proof of individualized training.
- 2. Emotional Support Animal (ESA): Animals that provide companionship and comfort to individuals but have not received specialized training consistent with Service and Assistance dog certification.

Parameters for Support

Each CEA CAPA location will have its own criteria, regulations, and designations governing service and assistance dogs and ESAs. For this reason, the extent to which CEA CAPA can provide accommodations for service and assistance dogs and ESAs varies.

Emotional Support Animals are not recognized by the Americans with Disabilities Act. Thus, participants seeking to travel with ESAs are required to live in independent housing. Further, ESAs cannot accompany Participants to any organized program activities, including classes, career & internship activities, excursions, cultural and social activities, etc.

Service and Assistance Dogs may receive program accommodations depending on local laws and regulations along with the policies of CEA CAPA onsite partners. CEA CAPA will present accommodation request related to Service and Assistance Dogs to its housing vendors, partner institutions, and other onsite partner entities for their consideration. However, it is the discretion of these individual entities whether the animal can be accepted on their premises.

Participants assigned to program housing who arrive onsite with either a Service and Assistance Dog that was not approved by CEA CAPA or an ESA will not be permitted to move into program housing. They will be asked to secure independent housing at their own cost and will not be eligible for a refund of program housing fees.

Request Process



Participants seeking to travel with their service and assistance dog or ESA for any duration of their CEA CAPA program must follow the accommodations request process outlined in this policy. In addition to the required documentation, participants are required to:

- Research the allowances and certifications required for any service, emotional support, or assistance animal in the program location (country and city). This could include vaccinations, travel logistics, requirements (i.e. pet passport), or a mandated quarantine period upon arrival.
- Research local pet laws and regulations for the program location. This could include leash laws, pet waste, and housing deposits for pets.

Additional requirements for Service and Assistance Dogs include providing CEA CAPA:

- Proof of vaccinations respective to relevant international regulations.
- appropriate registration or behavioral training certifying the animal as a Service or Assistance Animal.
- An animal care plan for ensuring the animal's health and care while abroad. This should
 include details on how care will be provided for the animal in the event that the participant
 should become incapacitated in some way, as well as the name and contact information of a
 local vet clinic.
- Service and Assistance Dog Agreement and Acknowledgement, to be signed and returned to CEA CAPA two weeks prior to the program start date

Participant Responsibilities

CEA CAPA is unable to intervene or provide advice regarding whether an animal is accepted abroad along with any specific laws. CEA CAPA has no jurisdiction or influence over transportation policies and local laws pertaining to animals. Further, if an animal is impounded or otherwise detained by the local authorities for any reason, CEA CAPA will be unable to intercede. Animals, regardless of their designation, may be forbidden from some transportation vendors, hotels, restaurants and program activity or excursion destinations. As such, participation on excursions or other activities may be limited.

If an Academic & Residential Life Accommodations request is approved involving a participant's service, emotional support, or assistance animal, individual participants accept full responsibility for all travel, care, wellbeing, and cost for said animal. At no time may care of the animal hinder participation in the program or academic progress.

Support Resources

More information about Service Animals may be found on the ADA's website at www.ada.gov. Additional support resources pertaining to international travel and accessibility needs can be found online at https://www.ceastudyabroad.com/diversity-and-inclusion.



2.1.13. Program Location Arrival

Prior to the start of the program, all CEA CAPA program participants will receive detailed arrival information and instructions in their online portal and/or via email. CEA CAPA is not responsible for any aspect of coordinating participant travel to the program destination, or complications that may result from travelling internationally.

All participants are required to:

- Share flight arrival information with CEA CAPA no later than 30 days prior to the program start date
- Arrive at designated location by the official program start date
- Check in with CEA CAPA on-site staff according to the instructions communicated prior to arrival

In case of delayed, cancelled or missed flights, participants should contact CEA CAPA staff immediately. Participants can refer to their predeparture and/or arrival information for whom they should contact. CEA CAPA staff will provide participant with updated information on either alternative airport pickup options (where available) or detailed instructions on how to get to the designated location to start the program.

Planned late arrivals due to personal, academic, employment or internship reasons, or entry requirement delays (passports, visas, etc.) are generally not permitted. Anyone wishing to arrive after the program start date must obtain written approval in advance from the appropriate CEA CAPA staff member. Participants facing unforeseen and extraordinary circumstances such as a family emergency must be promptly communicated to CEA CAPA for consideration.

Participants are responsible for any missed portion of the program due to a late arrival. Refunds are not available for any missed portion of the program due to a late arrival.

Participants who arrive before the official program start date are responsible for:

- Arranging and securing their own lodging, transportation and personal expenses until the program starts
- Confirming their arrival to the host city with onsite staff
- Checking-in with onsite staff on the program start date
- Arranging program housing check in with onsite staff (if applicable)



2.1.14. Airport Transportation

Airport Pick-up upon Arrival

To be eligible for airport pick up, where available*, CEA CAPA participants are required to:

- Arrange a flight that is scheduled to land at the designated arrival airport on the program start date by the arrival deadline. Flight details on the original purchased airline ticket must demonstrate a schedule aligning with the arrival deadline. (Participants who purchase tickets arriving later than the arrival deadline are not eligible for airport pick-up.)
- Submit flight details via the online portal at least 30 days prior to the program start date
- Arrive at the airport specified for the program destination on the official program start date by the designated arrival time as listed in the online portal
- Adhere to maximum luggage allowance of one large suitcase, one carry-on, and one personal item
- Live in CEA CAPA program housing (Participants living in independent housing are not eligible for airport pick-up.)
- *Participants on Dublin, London, and Sydney programs are ineligible for airport pick-up effective January 1, 2024

Airport pickup services may vary by location as well as for some short-term sessions. Participants are responsible for reviewing the online portal as well as the program and location specific arrival communications for additional details.

Return Transportation

Transportation at the conclusion of the program is not included. Participants are responsible for arranging their own transportation to their departure airport. When making travel arrangements, participants should keep in mind that an early morning flight may require arriving in the departure city the night before in order to be on time for their flight. Participants are responsible for planning their travel accordingly and allocating additional funds for unforeseen circumstances such as overnight stays.

2.1.15. Orientation Attendance

CEA CAPA onsite orientation conveys important and essential information regarding policies and procedures, introduces participants to available resources and services, and provides an opportunity to interact with other participants and onsite staff. Onsite orientation is delivered only for CEA CAPA participants. Guests are not permitted to attend any sessions.

Onsite orientation consists of both mandatory and optional seminars, meetings, and activities. While Participants are encouraged to attend onsite orientation in its entirety, certain components of orientation are mandatory, requiring participant attendance. Specific dates and times of CEA CAPA onsite orientation sessions will be provided by the onsite staff prior to the program arrival date.

Additional orientation sessions and activities may be required by Host Institutions and/or Career and Internship experiential learning placement sites.

Absence, tardiness or early departure from required orientation components may result in adjudication



by CEA CAPA, host institutions, and/or career and internship experiential learning placement sites.

2.1.16. Organized Excursions & Activities

CEA CAPA programming may include organized excursions along with social and cultural immersion activities. These events are designed to enrich the education abroad experience through interactions with local communities, exploration of historical sites and authentic traditions, and engagement in social and cultural elements of the host culture.

Excursions and activities are arranged specifically for CEA CAPA program participants, which may include those on standard programs, career and internship programs, custom programs, or a combination of these programs.

Participation Requirements



Participation in CEA CAPA arranged excursions and activities requires compliance with all CEA CAPA policies. Further, CEA CAPA may arrange its excursions and activities in partnership with local and international vendors who may have additional policies participants are required to comply with. Additional guidelines and regulations may be established by CEA CAPA and/or its partners governing participation sign-up along, waivers, and attendance and corresponding itinerary components. Failure to comply with policies, guidelines, and regulations set forth by CEA CAPA or its partners may result in loss of privilege to participate and/or additional adjudication by CEA CAPA.

Participants may be responsible for meals on excursions and should budget additional funds as appropriate. Participants may also want to budget additional funds for activities not included in the itinerary as well as personal purchases.

Associated Costs and Refunds

Excursions and activities are included in the program costs where indicated. However, participants are responsible for paying any additional fees associated with optional events or activities in full prior to the start of the event. Participants are encouraged to review activity itineraries and inclusions, and plan accordingly for additional expenses, including but not limited to out-of-pocket meal expenses.

While CEA CAPA exerts effort to plan excursions and activities around academic calendars and participant schedules, it is impossible to avoid all scheduling conflicts. Alternative or substitute excursions or activities are not available for participants who are unable or choose not to attend. Participants will be receive any refunds for any missed excursions or activities.

2.1.17. Independent Travel

Participants may travel independently while abroad as long as travel does not conflict with academics, program activities, other program requirements or home institution requirements. All independent travel plans outside of the Program city must be entered into CEA CAPA's emergency communication app so CEA CAPA can locate and reach participants in the event of an emergency.

Participants are fully responsible for planning, managing, and paying for independent travel plans. Before any travel, CEA CAPA strongly encourages participants to 1) investigate and understand the health, safety and security landscape for all travel destinations, 2) enroll in <u>STEP</u> through the <u>U.S. State</u> <u>Department</u>, and 3) share travel plans with CEA CAPA, family, friends or loved ones.

CEA CAPA is unable to provide independent travel advice to participants. However, due to health, safety and security concerns, independent travel may be restricted to certain destinations. Participants who travel to these destinations may face disciplinary action.

Currently, CEA CAPA currently does not permit independent travel to the following locations:

Ukraine



- Belarus
- Russia

CEA CAPA's ability to provide assistance during independent travel is limited to remote support via a phone call or text message. Participants who encounter difficulties such as, but not limited to, illness, accidents, lost or stolen items, arrest, other emergency or significant travel delays, can contact CEA CAPA's emergency assistance provider for immediate assistance in the travel destination. Participants should also contact CEA CAPA's Program emergency phone to report any emergencies or circumstances that delay or impede timely return to the Program city.

Participants are responsible for any missed program obligations, academic or otherwise, due to independent travel or travel delays. Refunds are not available for unused program housing or missed activities and academic components due to independent travel.

2.1.18. Demonstrations, Rallies, and Protests

A participant's right to assemble may be very different from their rights in the United States or in their home country. While most demonstrations, rallies and protests usually begin peacefully, they may quickly turn violent, placing participants in danger or at risk of harm. In many countries, it is illegal for foreigners to participate in demonstrations, rallies and protests. Participants are not permitted to participate in or actively observe demonstrations, rallies and protests during the Program, as such participation may lead to injury, arrest, or deportation from the host country.

2.1.19. Personal Property

Participants are solely responsible for their personal property. CEA CAPA is not responsible for the theft, burglary, loss, misplacement of or damage to personal property. If a particular item is valuable to a participant, either financially or sentimentally, participants are encouraged to leave the item(s) at home. Should a participant travel with valuable personal property, they are encouraged to inquire about personal property insurance coverage for the items they would like to have insured, such as musical instruments, technology, jewelry or accessories. It is the sole responsibility of the participant to obtain adequate coverage for any personal property items prior to departing for the Program.

2.2. Participant Conduct

2.2.1. Participant Behavior

All Participants are responsible for adherence to all CEA CAPA policies, including those governing conduct, as well as the Participation Agreement. Further, it is the responsibility of each participant to distance themself from activity that could be considered a violation of the participant Policies and Community Standards. Additionally, participants are responsible for reporting any activity or conduct



that may be in violation of the Community Standards. (See Residential Community Policies and Career and Internship Program Policies for additional conduct policies and information.)

2.2.2. Civility and Community Safety

Civility and community safety stand as the cornerstones of harmonious and thriving global programs. Rooted in mutual respect and concern for others, civility fosters a culture of open dialogue, empathy, and cooperation. When individuals prioritize civility, it paves the way for meaningful relationships, constructive problem-solving, and the resolution of conflicts through productive means. Concurrently, community safety assumes a paramount role in preserving the well-being of all residents, ensuring their freedom from harm and fear. Together, these principles fortify the fabric of our shared humanity, fostering an environment where every individual can thrive and contribute to their global community.

The following list includes but is not limited to examples of behaviors that violate the civility, safety, health and wellbeing of any person and the CEA CAPA community:

- Alcohol and Controlled Substance Misuse: consumption of alcohol and/or controlled substances
 that is illegal, in violation of program rules, and/or in a manner that poses harm or risk to oneself
 or to others. (See Alcohol and Controlled Substances for full policy text.)
- Bullying and/or Cyberbullying: physical and/or emotional behavior that is repeated, overtime, and includes unwanted and aggressive behavior involving a real or perceived imbalance of power. For behavior to be considered bullying, the behavior must be aggressive and include:
 - An imbalance of power: the use of power to control or harm others (e.g. physical strength, access to embarrassing information, or interpersonal popularity)
 - o Repetition: behavior happens more than once
- Creating a Disturbance: intentionally disturbing the administration of academic, programmatic and business functions.
- Discrimination: unjust treatment of another person or persons based on groups, classes, or other categories to which they belong or are perceived to belong to. (See Anti-Discrimination Policy for full policy text.)
- Harassment: unwanted and unwelcomed behavior which intimidates, threatens, or demeans another person and contributes to a hostile environment.
- Hazardous Activity: creating situations which endanger the health and/or safety of self or others.
- Hazing: activity related to initiation, admission, or participation in informal or formal groups or organizations which endangers the physical, emotional, or mental health and/or safety of self or others.
- Invasion of Privacy: photographing, filming, recording audio, or viewing another person(s) in a
 location reasonably expected to be private without their knowledge and consent, and/or
 circulating media such as photographs, videos, emails, text messages, or audio recording of
 another person which is known or implied to have been obtained without their knowledge or
 consent.



- Lewd Behavior: a sexual act or actions, whether occurring in public or in private under circumstances where they can be observed by others, which are offensive, obscene, or indecent.
- Non-Compliance: disregarding or failing to act in accordance with directives given by CEACAPA, host institution administrators or staff, housing administrators, program vendors, the US Embassy or consulate, and/or local law officials and governmental authorities.
- Physical Assault: intentional or reckless behavior which causes physical injury or bodily harm to another person.
- Property Damage: actions which cause damage to items or belongings rightfully owned by another party, including both publicly and privately owned property.
- Reckless Behavior: actions that demonstrate a disregard for creating conditions which endangers the health and/or safety of oneself or others
- Retaliation: adverse actions and or behaviors in response to a report made orreasonable actions taken by another individual.
- Sexual Assault, Harassment, and Violence: (See Sex and Sexual Misconduct for full policy).
- Theft: taking possession of items or property that one does not lawfully own
- Threatening Behavior: verbal, written, or physical behaviors intended to cause another person to fear injury or harm.

2.2.3. Alcohol and Controlled Substances

Controlled Substances and Illegal Drugs

The unlawful possession, use, manufacture, distribution, sale, or exchange, of illegal drugs and controlled substances, regardless of legal status in the participant's home U.S. state, home country or host country, is prohibited.

- Marijuana: While medical marijuana and recreational use of marijuana is legal in certain states
 in the U.S. as well as Program destinations, it is classified as an illegal drug by the U.S. Federal
 Government. CEA CAPA therefore classifies marijuana, even prescribed for medical reasons, as
 an illegal drug. Should a participant need to seek a suitable alternative for their time abroad,
 they should speak with their medical provider in advance of the Program.
- Prescription Medication: It is the participant's responsibility to research import regulations for any prescribed medication that is classified as a controlled substance. Controlled substances may be allowed in a program destination with proper documentation; however, it may be very difficult or impossible to purchase these medications abroad.

Alcohol Possession and Consumption

The consumption of alcoholic beverages by CEA CAPA Program participants of legal age is a personal choice. Legal age is defined by the local laws of each host country. Participants choosing to consume alcohol agree to do so responsibly (See Personal Health, Safety, Security and Wellbeing for full policy).



- CEA CAPA Sponsored Event: Food and drinks served at CEA CAPA sponsored events are
 determined by CEA CAPA and made available accordingly. Some Program events may involve
 serving alcohol, such as wine or beer tastings, special classes, or cultural events. Partaking in the
 consumption of any alcoholic beverages is voluntary.
- Program Sponsored Event Venues: Venues selected by CEA CAPA for events may serve alcohol;
 however, participants will not be able to purchase alcohol during the event.

Prohibited Conduct

In addition to the policies listed above, participants who engage in the following conduct may be prohibited from participating in a Program class, event or activity, asked to immediately leave, and/or face disciplinary action.

- Purchasing alcoholic beverages or illegal substances for consumption during any CEACAPA sponsored event, including but not limited to, orientation, classes, activities, excursions, meetings, and Program-provided transportation.
- Due to the consumption of alcohol or illegal substances, the participant:
 - o arrives late to a CEA CAPA sponsored event
 - arrives under the influence of alcohol or an illegal substance to a CEA CAPA sponsored event
 - o displays inability to make deliberate and appropriate decisions
 - becomes ill or displays impaired mobility
 - o engages in potentially harmful or threatening behavior to oneself or others
 - o engages in inappropriate or disrespectful behavior towards other individuals
- Involvement in an any incident related to or a consequence of alcohol and illegal drug use, including but not limited to:
 - o Complaints or disturbances reported to CEA CAPA.
 - Repeatedly returning to Program residential communities under the influence of illegal drugs or alcohol; or similarly, drinking to intoxication or using illegal substances in Program residential communities.
 - Issues requiring medical assistance, transportation to a hospital or intervention by local authorities or medical personnel.
 - Violating local laws.
 - o Injury or threat of harm to self or others.
 - o Causing vehicular, bicycle or other traffic or pedestrian accidents.
 - Damage or vandalism to property, including Program housing.

Conduct Resolution

Reports of conduct that violates the Alcohol and Controlled Substances policy will be promptly addressed in accordance with CEA CAPA Adjudication Procedures and Outcomes practice. Local authorities may conduct additional investigations in accordance with local law.



Substance Use Disorders

Participants are strongly encouraged to communicate any concern they may have regarding themselves or another participant related to the use or abuse of alcohol, drugs or other substances. CEA CAPA may assist in identifying options for professional care and support. Given the dynamic of alcohol and substance abuse along with availability of local treatment and support resources, it may be determined that Program Dismissal is in the best interest of the participant.

2.2.4. Fire Safety

Tampering or interfering with fire alarms, sensors, and/or fire extinguishing equipment is against the law. Violators are subject to criminal prosecution and financial penalties.

Gaining access to prohibited areas or emergency exits, such as building rooftops or fire escapes, for reasons other than exiting during an emergency is not permitted. Participants who violate this policy are held responsible for all damage, including personal and/or public property and personal injury, resulting from these actions.

(See Residential Community Policies for additional policies pertaining to CEA CAPA arranged housing accommodations.)

2.2.5. Weapons

The purchase, possession, and/or use of any weapon of any kind is strictly prohibited, and any weapon(s) will be immediately confiscated. Violators are subject to criminal prosecution and/or financial penalties.

2.2.6. Sex Discrimination and Sexual Misconduct

CEA CAPA is committed to equity in all educational programs and activities without sex discrimination and sexual misconduct (including but not limited to sexual assault, sexual harassment, and sexual violence). Therefore, CEA CAPA prohibits sex discrimination and sexual misconduct as defined below.

Related Definitions

- Sex discrimination: less favorable treatment of any person on the basis of their biological sex or pregnancy.
- Sexual assault: any sexual contact or activity, whether attempted or completed against an individual's will or
 when an individual cannot consent because of reasons including but not limited to age, disability, or the
 influence of alcohol or drugs.
- Sexual harassment: sex-based conduct that satisfies one or more of the following: (1) quid pro quo
 harassment by an employee of an educational institution—meaning that an employee offers something to a
 participant or other person in exchange for sexual conduct; (2) unwelcome conduct that a reasonable
 person would find to be so severe, pervasive, and objectively offensive that it effectively denies a person
 equal access to an education program or activity; or (3) sexual assault (as defined in the <u>Clery Act</u>), dating
 violence, domestic violence, or stalking (as defined in the <u>Violence Against Women Act</u>). Each of these
 categories of misconduct is a serious violation that jeopardizes an individual's equal access to education.
- Sexual violence: any sexual act or attempt to obtain a sexual act by violence or coercion. Sexual violence
 refers to a spectrum of actions including but not limited to sexual abuse, sexual coercion, stalking, and
 relationship violence. (The above definitions are adopted from the <u>US Department of Education</u> and <u>US Department of Justice)</u>



- Complainant: an individual reporting a complaint, alleging prohibited conduct.
- Respondent: an individual alleged to have been involved in or accused of an incident of prohibited conduct.

Cultural Variations

CEA CAPA program participants often live in communities and countries with different cultural expectations, ethics, beliefs, and laws than what participants may be accustomed to in the United States, especially with respect to sexual conduct. Additionally, each host country may have established procedures for reporting and investigating discrimination and sexual misconduct which CEA CAPA onsite team members must follow. Finally, CEA CAPA programs vary in length from two weeks to an entire academic year, which can significantly impact the degree to which CEA CAPA is able to investigate and respond to a reported incident.

Reporting Sex Discrimination and Sexual Misconduct Incidents

Participants may report sex discrimination and sexual misconduct incidents either verbally, in writing, or via phone to the CEA CAPA Site Director or any other CEA CAPA employee in the United States or abroad. Ideally reports should be made as soon as possible following an incident; however, CEA CAPA accepts reports at any time during the program term. If a report is shared towards the end of a program, CEA CAPA's response may be limited due to time constraints. Should a report be shared with CEA CAPA after the official program has ended, the Complainant or Respondent will be directed to report the incident with their Home Institution or local law enforcement.

Participants filing a report against an onsite program staff or faculty member should report the complaint to their Site Director or the Vice President of Health, Safety, Security and Risk Management. Participants filing a complaint against a U.S. based CEA CAPA staff member should report the complaint to the Vice President of People Operations or Vice President of Health, Safety, Security and Risk Management.

CEA CAPA Response and Support

All reports of sex discrimination and sexual misconduct are taken seriously. Upon receipt of a report, CEA CAPA may take one or more of the following actions:

- Seek to establish the safety and wellbeing of the Complainant along with the CEA CAPA community, including residential communities.
- Consult with the Complainant regarding their wishes for how to proceed in this matter regarding their personal care, support, medical attention, and reporting to local authorities.
- Provide fair and impartial support to the Respondent when the Respondent is a member of the CEA CAPA community.
- Consider local laws and customs and discuss these with the Complainant and Respondent so they can make informed decisions about next steps.
- Promptly report the incident to the designated authority at the Home Institution(s) of both the Complainant and Respondent.
- Cooperate with the Home Institution on reasonable requests for information or investigations.
- Conduct an inquiry into the reported incident when a member of the CEA CAPA community is identified as the Respondent.
- When an investigation is underway, CEA CAPA may take the following actions to ensure the safety of the CEA CAPA community as well as to limit contact between the Complainant and Respondent. Examples of these actions include but are not limited to:
 - Housing changes
 - Class and schedule adjustments



- Alternating or limiting access to CEA CAPA courses, events and activities
- Establishing "no contact agreements" between participants

Retaliation

Retaliation against any participant who has filed a report of harassment or prohibited conduct, who has been accused of a sex discrimination and sexual misconduct violation, or for participating in an investigation of such report is not tolerated. Acts of retaliation will be subject to appropriate disciplinary action, up to dismissal from the CEA CAPA program.

CEA CAPA Reporting Responsibilities

CEA CAPA employees are not considered confidential resources in respect to reports regarding sexual misconduct or sex discrimination. Once a CEA CAPA employee is aware of an incident or report, they are to notify their designated supervisor who will escalate the concern to the designated individual in the CEA CAPA global support office (typically the Vice President of Health, Safety, Security and Risk Management). The designated authority at the participant(s) home institution (such as the Study Abroad Director) will also be notified of complaint, wellbeing of the participant(s) and action taken by CEA CAPA.

CEA CAPA inquiries following a report on sex discrimination or sexual misconduct are not considered Title IX or criminal investigations. They follow the same adjudication guidelines as any other conduct violation as described in Adjudication Procedures and Outcomes. CEA CAPA reserves the right to conduct an inquiry into a report of sex discrimination and sexual misconduct, even when the complainant does not wish for this action, when the safety and security of the CEA CAPA community is in question.

Additionally, investigations may be conducted through Complainant and Respondent's home institution(s). CEA CAPA will assist with these investigations where reasonable and possible.

2.2.7. Social Media Policy & Online Community Guidelines

CEA CAPA invites all prospective study and intern abroad students, current CEA CAPA participants, alumni, academic affiliates, relevant industry experts, and participants' friends and family to participate in our social media sites and online communities. Discussion may include sharing experiences, asking questions, and communicating about study and intern abroad or other relevant topics.

To encourage this dialogue, CEA CAPA maintains a presence on multiple social media sites, including, but not limited to:

- <u>Instagram</u>
- <u>TikTok</u>
- Threads
- LinkedIn
- Facebook
- X (Twitter)
- YouTube



- Pinterest
- "CEA CAPA Alumni Network" Group
- Student Blog

As an organization, we strive to ensure that our online communities feature appropriate content within a productive, respectful, and friendly environment. For that reason, we ask that all social media participants comply with the following policies:

• Emergency reporting: If you have a health or safety emergency, please do not report these situations using social media. Instead, use the 24/7 U.S. emergency phone line (800-266-4441 and follow the prompts), or use the emergency contact protocol your CEA CAPA onsite team provided.



- Protect your privacy: Remember, anything posted may be publicly visible for a long time. Even if a post is deleted, it may have been indexed by search engines and/or copied to other sites so only post after careful consideration.
- Play nicely with others: To create a respectful environment for all participants, posted content
 must not glorify a party culture or excessive drinking; smoking or drug use of any kind; include
 inappropriate, profane, or obscene language; disparage or disrespect any individual, group,
 culture, identity or community; or be illegal, threatening, or defamatory.
- Usage rights: Posting content grants CEA CAPA the right to copy, display, distribute, edit, incorporate, reformat, reproduce, transmit, and translate that content, as well as non-exclusive, perpetual, royalty-free, and worldwide license to use that content.
- Out of our hands: CEA CAPA cannot control how other social media participants may use your publicly posted content.
- Rights reserved: CEA CAPA reserves the right to review, edit, and/or delete any postings and submitted comments at its sole discretion.
- Monitor and moderate: CEA CAPA strives to monitor all posted content and provide necessary responses in a timely manner. However, sometimes this isn't possible; responses may not be immediate.
- Your opinions and views are your own: Any opinions or views expressed by participants in CEA
 CAPA's online communities are their own and do not necessarily represent the views of CEA
 CAPA and its officers, employees, staff or affiliates. CEA CAPA is not responsible for the content
 of any link to other websites; the inclusion of links to external sites does not constitute CEA
 CAPA's endorsement of those sites.
- Outside services: To maintain a community environment, CEA CAPA reserves the right to remove any advertising or promotional postings for services, events, or products that are not in line with our communities and/or that CEA CAPA is not affiliated with.

Contact marketing@ceacapa.com for assistance or questions.

2.3. Residential Community Policies

CEA CAPA provides program housing options in all program locations for participants in designated residential communities. Please see the Housing Application Requirements page for more specific guidance on the following:

- Housing Guarantee
- Applying for Housing
- Housing Preferences
- Housing Assignments
- Roommate Matching Requests
- Housing Changes



Independent Housing

In order to promote and maintain the health, safety, security and comfort of all participants in program housing, CEA CAPA has established the following guidelines. Before a participant departs for a CEA CAPA program, all questions and concerns about housing should be directed to their enrollment advisor. Once a participant is abroad, they may discuss any concerns or questions about housing with the onsite housing coordinator or program team.

2.3.1 Residential Community Rules and Regulations

In addition to the Residential Community Policies listed on the CEA CAPA website, the following are general terms and conditions that apply to all CEA CAPA participants living in program housing (i.e., apartments, homestays, university/partner institution housing, and *residencias*). Participants may receive additional rules and regulations for their program housing assignment once abroad and will be expected to abide by them. Additionally, participants will be required to sign a CEA CAPA Program Housing Agreement during the program orientation. All Participants are subject to the CEA CAPA Participant Policies and Community Standards, regardless of their housing arrangements.

Environment

CEA CAPA encourages participants to be environmentally conscious while living in program housing. We thank participants for joining our global sustainability effort by engaging in the following actions:

- Every minute in the shower uses about 6.6 gallons of precious water. The World Health Organization recommends taking three-to-five-minute showers to positively impact both personal health and the planet.
- Turn off all lights, heating, cooling, fans, and appliances when leaving housing. Unplug all
 chargers and/or charging blocks. Use only appropriate electrical converters to avoid overloading
 electrical outlets.
- CEA CAPA may be responsible for covering the cost of average utility use per local standards in specified program housing options. Participants who exceed this amount of utility usage may be responsible for paying any additional cost.
- Dispose of garbage in the designated waste disposal locations and follow local recycling guidelines.
- Use plastic wisely, reuse where possible, and practice awareness in consumption of goods.
- Whenever possible, buy local products (0 km products).

Cooperation and Cleanliness

Participants are expected to be respectful to roommates, flat mates, and host family members, as well as to their personal property. Part of being respectful includes maintaining a clean and neat living environment, and cooperating with others in the following regard:



- Keeping bedrooms and common spaces hygienic and tidy.
- Disinfecting common surfaces in the kitchen and bathroom.
- Agreeing on cleaning products, storage, and cleaning frequency.
- Establishing a cleaning schedule with roommates and proactively contributing.
- Airing-out all rooms daily by opening windows for at least 10-20 minutes.
- Appropriately disposing of trash and recyclable materials.

Peaceful and Quiet Environment

Participants are considered a guest in their host country and must adhere to rules of etiquette and common courtesy, which may differ from those in a participant's home country. Participants agree to be respectful of their roommates, neighbors, and hosts by refraining from excessive noise and commotion, abiding by local curfews or noise ordinances, and maintaining discretion and quiet in residential buildings and surrounding neighborhoods. Note that in many countries, making excessive noise or causing a disturbance after 10:00 PM is a violation of the law, and noise complaints may be handled by local law enforcement.

Discrimination, Harassment, Bullying, Assault, and Abuse

Participants agree to abide by all local laws prohibiting discrimination, harassment (including sexual harassment), verbal abuse, physical abuse, sexual abuse, physical assault, sexual assault, and bullying. This also applies to behavior in program housing. Violation of these guidelines, as well as applicable CEA CAPA policies, towards fellow CEA CAPA community members or individuals may result in conduct adjudication and legal consequences. (See the Sex Discrimination and Sexual Misconduct) and Anti-Discrimination policies for more details.)

Safety and Security

CEA CAPA adheres to local safety and security standards when selecting program housing and host families. However, every participant is responsible for their own safety and security during the program and in their program housing. Participants are encouraged to following these guidelines:

- Ensure the deadbolt and any additional locks are secured on the entry door to the housing unit.
- Close and lock all windows properly when not in use.
- If the main entrance of the building requires a key to enter, do not allow unknown individuals to enter the building unless they have a key.
- Secure bedroom doors when leaving or going to sleep.
- Locate all emergency exits and evacuation routes.
- Locate the fire extinguisher and review instructions on how to use it.
- Test any smoke detectors that may be present within the program housing unit and report to CEA
 CAPA if not working correctly.



- If kitchen facilities are provided, ensure the room is adequately ventilated. Cooking should be supervised at all times.
- Extinguish any open flames before leaving a room (i.e., gas stoves, candles, if permitted).
- Unplug small appliances when finished using them (i.e., hair straighteners, electric kettles, fans).
- Keep money, travel documents and valuables in a safe location and out of sight (i.e., in a locked suitcase in a closet).

Personal Belongings

Participants are fully responsible for securing their personal belongings in a safe place for the duration of their program. Insuring valuable personal property through homeowner's insurance or temporary insurance policies may provide some peace of mind. However, participants are encouraged to leave expensive or irreplaceable items at home.

Any reports of theft should be communicated to onsite staff and/or local authorities where appropriate. CEA CAPA is unable to provide any compensation for theft or damage caused by a third party or other program participants.

Keys

Each participant will be issued keys to their housing upon check in. participants are accountable for their keys and must follow any security procedures as dictated by their specific housing assignment or facility (See Safety and Security above).

Each Participant will be issued keys to their housing upon check in. Participants are accountable for their keys and must follow any security procedures as dictated by their specific housing assignment or facility (See Safety and Security above).

Participants may not make copies of their housing keys under any circumstances. If keys are lost or stolen from CEA CAPA managed housing, participants must inform CEA CAPA immediately. CEA CAPA will likely need to arrange for changing the lock and existing keys as a precautionary safety measure by the next business day. Participants will be charged \$100 USD for a key replacement and up to \$400 USD for a lock replacement. If keys are lost or stolen from CEA CAPA facilitated housing, participants must inform their housing provider immediately per the instructions provided and may be subject to direct costs charged by the housing provider.

Many housing units have a security code that must be entered on a keypad to access the building. Participants may not share this code with anyone who does not live in the building. Any visitors must be physically escorted to and from entryways and housing units.

Should the keys not be returned at the end of the program, Participants will be charged for the cost of replacing the at \$100 USD per key.



Participants may not make copies of their housing keys under any circumstances. If keys are lost or stolen, participants must inform CEA CAPA immediately. CEA CAPA will likely need to arrange for changing the lock and existing keys as a precautionary safety measure by the next business day. participants will be charged for the cost of replacing keys and/or all associated locks.

If participants are locked out of housing, they must not attempt to force entry. Instead, they are to call either the housing provider, host family or CEA CAPA for assistance. If a participant is locked out afterhours or over the weekend, the participant will be responsible for paying any charges associated with an after-hours locksmith service.

Many housing units have a security code that must be entered on a keypad to access the building. Participants may not share this code with anyone who does not live in the building. Any visitors must be physically escorted to and from entryways and housing units.

Should the keys not be returned at the end of the program, participants will be charged for the cost of replacing at \$100 USD per key.

Visitors

Participants are typically allowed to have visitors in their program housing, subject to housing provider or homestay family rules. For the safety and security of all participants in program housing, no overnight guests are permitted, including but not limited to other participants living in the same apartment building or on the same program, family members, or friends. Only participants assigned to their program housing can stay overnight in that housing assignment.

Participants are ultimately responsible for all actions, damages and activities that occur in their program housing, including those of fellow residents or visitors. Therefore, it is their responsibility to remind visitors of all CEA CAPA housing rules, to always escort them during their visit, and to make sure they also adhere to the CEA CAPA participant and Community Standards as well as any local rules and regulations.

Animals and Pets

Animals and pets are not allowed in any CEA CAPA housing unit or facility. Registered service dogs may be allowed with prior approval from CEA CAPA before arrival in the program country. (See the Academic and Residential Life Accommodations policy for more information.)

Smoking

Smoking and vaping are strictly prohibited in any CEA CAPA housing unit or facility, including any balcony or terrace that may be attached to the program housing unit.



Pest Infestations

Should a participant discover the evidence of and/or presence of a pest or pest infestation (i.e. bed bugs, cockroaches, mice) in CEA CAPA housing, it should be reported immediately to the housing provider or CEA CAPA in order to have a pest control expert to assess the situation.

If the infestation is severe and requires participants to vacate the premises during treatment, alternative housing may be provided until it is considered safe to return by the housing provider or pest control expert. The onsite team will work closely with the impacted participants to resolve the issue and keep them informed throughout the process.

If the housing provider or pest control expert determine that the infestation was caused by the participants, tenants will be charged for all costs associated with fumigation, furniture and materials replacement, laundry, and alternative housing, where necessary.

Balcony, Terrace and Window Safety

While CEA CAPA only utilizes housing that meets local safety standards, it is important to understand these standards may be different than what one may encounter in the United States. For example, windows may not have safety bars, balconies or terraces may not have exterior lighting, and signage with safety instructions may not be posted.



Participants are expected to take full responsibility for their personal safety and that of any visitors at their assigned program housing and respect the following safety guidelines while in program housing. Violation of these guidelines may result in conduct adjudication, including but not limited to Residential Community Dismissal through Program Dismissal. (See Adjudication Procedures and Outcomes for more information)

- Terraces and balconies are an extension of CEA CAPA program housing, which means all program rules and regulations apply. Participants will be held responsible for any damages and/or violation of these regulations.
- Keep terraces and balconies clean at all times. Trash is to be thrown in appropriate receptacles.
 Throwing items over the ledge onto an adjacent rooftop, housing unity or terrace/balcony, or street below is dangerous, illegal, and prohibited.
- Ledges and windowsills are to be kept free of personal items such as towels, plants, candles, etc., as well as debris.
- The use of alcohol or other intoxicating substances is not permitted. Anyone under the influence should not be allowed near or on the balcony, terrace or window.
- Sitting, standing, or walking on the ledge, railing, or windowsill, leaning over the ledge/railing/windowsill, climbing or jumping over the ledge/railing/windowsill, or similar activity is prohibited.
- Limit the number of individuals on a terrace or balcony depending on its size. Smaller balconies or terraces may only hold two to four individuals.
- All doors and windows should be properly locked and secured when not in use or before leaving the program housing for any length of time.
- Accessing a roof, balcony, terrace, or other space that is not expressly part of assigned program
 housing unit is strictly prohibited and considered trespassing.

Health and Communicable Diseases

It is the participants' responsibility to engage in common habits that promote health and minimize the spread of communicable diseases and viruses such as: covering mouth with arm for sneezes and coughs, washing hands frequently, sanitizing common areas such as bathrooms and kitchens, ventilating housing daily and keeping a clean and tidy living environment, amongst others. Should a participant become ill, they are encouraged to reach out to the onsite team to report the illness and obtain referrals for health care providers.

In case of an infectious disease or virus outbreak, participants will be required to follow local public health recommendations as well as any established CEA CAPA guidelines. Participants are responsible for researching important information about the disease, virus or outbreak and how it may impact their personal health, as well as discuss the situation with their support network and health care provider.



If any member of the participant's household falls ill, participants may be required to remain in their assigned housing unless otherwise instructed by local health authorities. Self-isolation or quarantine may only apply when mandated by local health authorities. If applicable, participants in single bedrooms may self-isolate in their room, and participants sharing a bedroom may self-isolate together in their housing assignment.

Should a participant opt to leave their program housing for alternative accommodation during a case of communicable or infectious disease, they will be responsible for finding and paying any incurred cost. CEA CAPA will not issue refunds for the unused portion of the CEA CAPA arranged housing.

2.3.2 Housing Maintenance and Damages

Participants are responsible for taking proper care of their program housing, which includes reporting any defects or maintenance issues as soon as they become aware of them. Failure to promptly notify housing providers or CEA CAPA onsite staff may result in all residents of that housing unit being considered liable for costs associated with fixing the issues.

All repairs for damages, even if the damage was unintentional in nature, will be billed to the responsible participants. If responsibility cannot be determined, the cost will be split equally among all residents of the specific housing unit. If excessive maintenance, cleaning and/or trash removal is required at the end of the program, residents of the housing unit will be responsible for paying all additional costs incurred. CEA CAPA will either dispose of or donate any personal items left in program housing at the end of the contract term.

CEA CAPA onsite staff will make a reasonable effort to inform participants of any fees or charges associated with maintenance or damage costs prior to departure from the program, as well as provide documentation where possible. The absence of documentation does not negate the participants' responsibility for paying for incurred charges.

CEA CAPA reserves the right to inspect program housing at any time during the program term and assess applicable charges after the participants' departure.

2.3.3 Program Housing Check In

CEA CAPA program housing is available to participants from the specified program start date (or housing transfer date) until the program end date, as indicated on the program calendar.

Participants should refer to the arrival information and housing check in information sent to them by email during pre-departure for detailed information and specific instructions. All participants are responsible for following the arrival and check in directions for their program location, as well as contacting onsite team members to gain access to their program housing. Some locations may have a specific time frame



for when participants may check in to program housing. If participants arrive outside of the designated time frame, it may not be possible to check in to housing until the following day. Additional costs for securing lodging will be the responsibility of the participant.

For some program housing, participants may be required to fill out an inventory checklist upon arrival and return it as instructed at the end of the program.

2.3.4 Vacating and Condition of Housing

All program housing must be vacated by the published program end date and by the time as specified onsite. Specifics of move-out procedures will be provided on-site. Participants who do not vacate their housing on time may be billed for a daily housing fee.

Participants must adhere to proper check-out procedures when vacating program housing, including but not limited to returning keys, removing personal items, disposing of waste, debris and recyclable items, ensuring all furnishings and items on the inventory list are accounted for and in good condition, and leaving the housing unit clean and in the same condition it was upon arrival. Participants may be responsible for settling any outstanding amounts for fines, damages, or incidental charges incurred directly with the property before checking out. Any outstanding balance may be taken from the security deposit balance after completion of the program or CEA CAPA may bill participant. (See Housing Maintenance and Damages) CEA CAPA staff may check housing as deemed necessary throughout the session without prior notice.

Participants who withdraw from the program, leave early, are evicted from program housing, or are dismissed from a program automatically forfeit their housing placement and will need to follow proper check-out procedures as listed above. There are no refunds of housing fees in these instances.

2.4. Adjudication Procedures and Outcomes

The Community Standards are designed to provide responsive practices allowing for accountability and restorative educational outcomes. These practices seek to reaffirm the rights, expectations, and responsibilities of members of our global communities.

Participants reported to be in violation of the participant Policies and Community Standards are held accountable to the adjudication procedures and resolutions outlined within this section.

2.4.1. Adjudication Procedures

Reports of Community Standards violations are investigated by CEA CAPA. This process may include required initial individual and/or group conversation(s) with all involved parties. Resolutions and interventions such as General Notice, Written Notification, or Conflict Mediation may be appropriate following these initial conversations (see Intervention and Resolution Outcomes for more details).



Formal Adjudication Meetings are required for violations CEA CAPA discerns as escalated, repeated violations, and/or violations that may result in intervention and resolution outcomes beyond General Notice, Written Notification, or Conflict Mediation. Participants will be notified of reported violations and called to an Adjudication Meeting where they will have the opportunity to respond to violation allegations and related evidence of said violation(s). Additional investigative actions may be necessary prior to the conclusion of the adjudication process. Should a participant choose to not attend Adjudication Meetings and/or engage in other cooperative communication, CEA CAPA will determine responsibility for policy violations in absentia.

CEA CAPA will discern responsibility for policy violations following reasonable investigative measures along with Adjudication Meetings. Participants will have the opportunity to accept or not accept responsibility for policy violations prior to, during, or following Adjudication Meetings. Participants found in violation of the CEA CAPA Community Standards, whether or not self-acknowledged, may be subject to one or more of the intervention and resolution outcomes outlined within this policy. A participant's choice to not accept responsibility for policy violations, if responsibility for these violations has been discerned, does not negate CEA CAPA's authority to impose intervention and resolution outcomes.

The adjudication process is considered to be concluded at the time responsibility for purported policy violations, or lack thereof, is determined, and intervention and resolution outcomes are delivered.

2.4.2. Intervention and Resolution Outcomes

Participants found responsible for violating CEA CAPA Community Standards may be subject to a range of intervention and resolution outcomes.* The intervention and resolution outcomes, as described below, are not ordered in such a way to demonstrate level of severity or sequence of delivery. CEA CAPA has the authority to determine which intervention and resolution outcomes are appropriate. Further, any intervention and resolution outcomes imposed may be informed by the participant's home institution. Finally, participants may also be subject to the conduct policies, procedures, and outcomes of their home institution.

- General Notice: A verbal or written intervention reminder and reinforcement of policies in relation to the conduct situation in an effort to curb continued policy violation orescalation.
- Written Notification: A formal statement intervention issued to a participant related to specific behaviors, actions, and/or activities incongruent with the CEA CAPA Community Standards with clear articulation that continued violation will result in additional resolutions and interventions.
- Conflict Mediation: Formal individual and collective intervention meetings designed to
 productively address interpersonal differences causing tension between program participants
 which may include collaboratively establishing and agreeing to additional community
 expectations.



- Remedial Actions: Intervention actions required to be carried out by a participant designed to reinforce acknowledgement and understanding of the impacts of violations to the Community Standards. Sanctions may be educational and/or community service-based.
- Restitution: Repayment resolution to CEA CAPA, its vendors or partners, or an individual based on cost of damages to or loss of personal property and/or property belonging to CEA CAPA and/or its vendors or other third-party entities.
- Loss of Privilege(s): Resolution resulting in prohibition from utilizing certain CEA CAPA facilities
 and/or participating in CEA CAPA-sponsored activities for a specified time period, which could
 include the remainder of the program. Missed program activities or events along with their
 associated costs as a result of Loss of Privilege are ineligible for refunds.
- Program Probation: A formal Academic, Conduct, and/or Career & Internship Workplace status
 notification resolution, indicating a participant is not in good standing with CEA CAPA. Program
 Probation may require additional conditions for continued program participation such as
 compliance with regular intervention meetings and/or other sanctions. Continued violations of
 the Community Standards will result in dismissal from the Program without the possibility of
 refunds.
- Residential Community Dismissal: Indefinite and immediate or imminent removal from CEA CAPA provided Residential Communities. Participants dismissed from Residential Communities will not be issued a new CEA CAPA housing assignment and will be required to seekindependent housing for the remainder of the Program. However, the policy of a participant's home institution may not permit independent housing. Thus, Residential Community Dismissal may result in and coincide with Program Dismissal. Finally, all Security Deposits are forfeit, and no refunds will be granted for any unutilized CEA CAPA provided housing.
- Experiential Learning Placement Dismissal: Indefinite and immediate or imminent removal from a CEA CAPA career and internship experiential learning placement. Participants dismissed from an Experiential Learning Placement will not receive an alternative placement. Participants dismissed from an Experiential Learning Placement are ineligible for refunds of any kind and are responsible for repayment of any costs or fees incurred by host organization, CEA CAPA, and/or residential community, personal financial obligations, and any financial obligations due to a participant's home institution. An Experiential Learning Placement Dismissal may result in and coincide with program date adjustments or Program Dismissal.
- Program Dismissal: Indefinite and immediate or imminent removal from the CEA CAPA Program, including any CEA CAPA-arranged housing. Further, all CEA CAPA support services cease upon date and time Program Dismissal is effective, including international travel health insurance, access to CEA CAPA facilities, academic and non-academic program events, experiential placement, activities, excursions, course instruction, and host institution registration and enrollment. Participants dismissed from CEA CAPA programs are ineligible for refunds of any kind and are responsible for repayment of any costs or fees incurred by a host institution, CEA CAPA, and/or residential community, personal financial obligations, and any financial obligations due to a participant's home institution. Program Dismissal may also impact a participant's visa status with the host country, requiring immediate or imminent departure from the host country in order to avoid immigration violations.



*Additional intervention and resolution outcomes may be imposed as related to CEA CAPA Academic Policies and Career and Internship Program Policies.

2.4.3. Adjudication Committee Appeals

CEA CAPA is committed to a fair and equitable adjudication process. Certain reported policy violations and related investigation findings may require consultation from an adjudication committee made up of relevant CEA CAPA team members to determine responsibility and/or intervention and resolution outcomes. The Adjudication Committee reviews all policy violation cases that merit Program Probation or Program Dismissal.

Participants who wish to appeal decisions of an adjudication process may also request secondary review by the Adjudication Committee. Participants will have an opportunity to present a written narrative and supporting documentation relevant to the appeal. The Adjudication Committee will review information presented by the participant alongside details from the violation report and investigative measures. Determinations made by the Adjudication Committee are final.

2.4.4. Documentation and External Notification

CEA CAPA documents all reported policy violations, including related adjudication conclusions and intervention and resolution outcomes. This information is a part of the participant's CEA CAPA record and may be utilized for future program admission and/or scholarship application decisions.

CEA CAPA reserves the right to share any details with a participant's home institution related to Community Standards policy violations, the adjudication process and conclusion, and intervention and resolution outcomes. Details of this nature may also be shared, as appropriate and with participant consent, to institutions or organizations for the purpose of admission or employment decisions.

CEA CAPA reserves the right to share related details with a participant's designated emergency contact.

2.4.5. Financial Responsibilities

Participants found responsible for Community Standards violations are responsible for any fees incurred related to the violations themselves, the adjudication process, and/or imposed intervention and resolution outcomes.

2.5. Academic Policies

The purpose of this document is to establish and provide academic policies for participants, institutional partners, faculty, and staff (stakeholders") involved in CEA CAPA Education Abroad programs (CEA CAPA,



"the organization"). These stakeholders mutually benefit from clear expectations and two-way communication regarding academic policies.

2.5.1. Scope

All CEA CAPA participants are accountable to academic policies. Participants who do not display a good faith effort to adhere to the policies in this document may be placed on probation or dismissed from the program.

CEA CAPA's academic policies are not expected to cover every situation that may arise. Rather, the organization created the policies and procedures outlined in this document in the spirit of supporting participant success as well as creating the conditions for academic oversight that align with best practices in international higher education.

The policies and procedures outlined below refer to CEA CAPA Center-taught courses, including participants on custom programs taking Center courses, unless otherwise specified.

2.5.2. Program Models

CEA CAPA provides programs in a variety of models, including center-based programs, direct-enroll, and hybrid as defined below:

CEA CAPA Center Programs

Refers to academic programs offered at CEA CAPA Study Centers where the curriculum is approved by a School of Record.

Direct-enroll/Partner Programs

Direct-enroll or partner programs allow participants to attend class alongside local or other international participants at an international host institution. In addition to the policies outlined in this document, participants enrolled in direct-enroll/partner programs are also subject to the policies and procedures of that institution and are responsible for communicating directly with their host institution regarding special requests. While CEA CAPA can advocate for participants where necessary and appropriate, we also support, and will enforce the policies of these direct-enroll/partner institutions.

Hybrid

Hybrid programs are defined as any academic program combining study at one of CEA CAPA's international partner institutions with study at a CEA CAPA Center.

2.5.3. Responsibility and Compliance



Stakeholders are responsible for understanding and complying with the CEA CAPA policies and should operate under the assumption that policies apply to them.

To promote an environment of participant success and accountability, stakeholders are responsible for communicating and collaborating in a timely manner with respect to all policies and procedures. Misrepresentation of facts is considered an infringement of academic integrity (see "Academic Integrity" and could result in program dismissal (see "Program Dismissal").

Requests for exceptions must be made in writing and supported by a valid reason related to the participant's personal and academic success. Such requests are not guaranteed and may only be approved by the onsite Academic Director or member of US Academic team. Approved exceptions must be formally logged in the participant's CEA CAPA account to be considered binding.

2.5.4. Expectation of Academic Engagement During Program Dates

Participants are expected to arrive and depart in accordance with the dates of their specific program, and to remain academically engaged throughout the duration of their program.

Attendance

In lieu of a traditional attendance policy focused on absences, CEA CAPA utilizes an engagement-based approach and rubric to assess whether and how participants are fulfilling the forms of assessment and learning objectives stated in course syllabi. Review Engagement policy full text; a rubric is provided at the start of each term.

Late Arrival

All CEA CAPA programs, including center-taught courses, direct enroll, and hybrid programs, establish a date by which all participants must arrive in order to satisfy contact hour requirements for the academic components of their program. Typically, this date is no later than the end of the add/drop period. Participants who cannot arrive on site prior to this date will be asked to defer their participation to a future term or to withdraw from the program.

Early Departure

Participants who wish to depart early are responsible, unless medically incapacitated, to initiate an early departure request by contacting their Academic Director to request a temporary academic accommodation (see below).

Leave of Absence

A Leave of Absence is a measure used in exceptional cases, where a participant's ability to be fully engaged in their academic program abroad may be involuntarily compromised. For CEA CAPA Center programs, participants with a qualifying reason may request a leave of absence at any point during a term (2 weeks for semester programs; prorated for shorter programs), for a maximum of 1 per semester, to receive flexibility and support to balance their unique personal needs with academic success. Qualifying reasons include but are not limited to:



- personal hospitalization
- death or significant illness of an immediate family member
- legal obligation that requires, by law, the participant's presence and attention

Participants are expected to adhere to the stated academic policies in this document and the forms of assessment outlined in their course syllabi until and unless a request for a leave of absence is approved in writing.

As part of the leave of absence accommodation, it is the participant's responsibility to follow through with the academic obligations (assignment due date(s), exams, and any other course deliverables) missed during their period of absence, according to the revised timeline established in that accommodation. Faculty have the authority to determine due dates, deadlines, modalities, and alternative assignments that maintain equity and academic integrity. Participants who are incapacitated and unable to independently request arrangements may ask their Academic Director for support.

Request Process

Requests must be initiated in advance, in writing, to registrar@ceacapa.com. The CEA CAPA Registrar will log this request and ask the participant to complete a Leave of Absence form. Once the completed form is received, the Registrar will utilize the information provided to explore the viability of the request with relevant staff on a need-to-know basis. The participant is expected to fulfill course engagement and deliverables until an official decision has been reached.

Limitations

Responses to requests are highly case-specific; past practice does not guarantee a similar outcome. CEA CAPA will consider a variety of determining factors, including the nature of the participant's request as well as feasibility within faculty and staff constraints. Content that may prove too challenging to accommodate may include but is not limited to midterms and finals.

CEA CAPA faculty and staff reserve the right to request relevant supporting documentation (i.e. letter from attending health professional, obituary, legal summons).

Faculty are not obligated to provide remote instruction for courses designed to be taught in person.

Participants are not entitled to refunds of any kind for their period of absence.

Circumstances that Qualify for Remote Learning

CEA CAPA programs are designed to be in-person learning experiences. CEA CAPA may consider allowing remote instruction as a substitute for select course content or forms of assessment, as part of an approved Leave of Absence. These circumstances refer to events that are unforeseen, beyond your control, and could not have reasonably been anticipated.

To initiate a request for a Leave of Absence, please write to Registrar@ceacapa.com.



Circumstances that Do Not Qualify for Remote Learning

- Personal travel.
- Foreseen family events.
- Flights purchased outside of official program start/end dates, including for accidental reasons.

In all instances listed above, students are expected to work directly with their airline to modify their travel itinerary to honor official program dates.

Religious observances are managed through a Religious Accommodations process. To initiate a religious observance request, please write to accommodations@ceacapa.com.

2.5.5. Academic Eligibility

Participants must remain in good academic standing and be academically eligible at their host center and direct-enroll host institution (if applicable) in order to continue participating in the CEA CAPA program. This includes but is not limited to preserving the course load expected of their specific program and visa status (if applicable), maintaining satisfactory academic progress, and complying with all academic and conduct policies.

Probation

Participants may receive a verbal or written warning and be placed on probation if their academic standing is deemed at risk. The terms of the probation are determined on a case-by-case basis and will be discussed in detail between the Academic Director and the participant.

Dismissal

Following a warning, participants may be dismissed from their CEA CAPA program if they do not maintain good academic standing. Grades for participants dismissed from a CEA CAPA program will be transmitted to their home institution reflective of the work completed at the time of dismissal. This may include failing letter grades or a W depending on the date of dismissal. Participants who are dismissed from their program do not receive a refund.

2.5.6. Academic Accommodations

As part of the Academic & Residential Life Accommodations policy, CEA CAPA welcomes and includes participants who require academic accommodation. Accommodations may include but are not limited to extra time for exams, sign language interpretation, and notetaking assistance. Requests for academic accommodation must be made well in advance of the program start date.

Request Process

Participants shall initiate a request by writing to accomodations@ceacapa.com with as much advance notice as possible prior to their program. Academic Affairs will log this request and ask the participant to complete an Academic Accommodation Form as well as provide supporting documentation from the Office of Student Accessibility at their home institution or, if not available, other documentation from a designated professional.

Once the completed form and documentation are received, Academic Affairs will utilize the information provided to explore the feasibility of the request, with relevant staff on a need-to-know basis.



Following this due diligence, a written statement of accommodation(s) that CEA CAPA can provide will be submitted to the participant for review and signature about four weeks before their program start date.

Limitations

While the Americans with Disabilities Act (ADA) is not applicable outside of the United States, and support services may vary dependent on the local environment, CEA CAPA makes a good faith effort to provide academic accommodation to participants commensurate with those they receive on their home campus.

Requests communicated after arrival may not be feasible to accommodate. Academic accommodation will vary depending on the nature of the services needed, host country conditions, and availability of services.

Participants may be responsible for part, or all costs associated with the provision of academic accommodation.

2.5.7. Religious Observance

CEA CAPA welcomes and supports participants of all religious backgrounds and beliefs. Accordingly, CEA CAPA makes reasonable accommodation should an observance conflict with class attendance and deliverables.

Request Process

Participants are responsible for submitting a religious observance request to accomodations@ceacapa.com in advance of their program start date.

Academic Affairs will utilize the information provided in the request to liaise with the onsite instructor and staff on a need-to-know basis, to make a case-by-case evaluation.

Limitations

An approved religious observance does not excuse the participant from assignments, quizzes, and exams; rather, it facilitates clear communication between that participant and the faculty/staff to reach agreement on what flexibility is possible regarding class attendance and course deliverables. Make-up work is typically required before the planned religious observance.

CEA CAPA reserves the right to request additional documentation when evaluating requests.

2.5.8. Local Holidays

Planned Holidays

Each CEA CAPA Center observes the officially recognized holidays of the local host culture. Academic schedules and activities are coordinated with these local holidays in mind. Holidays vary by location and do not reflect religious or political opinions or beliefs of CEA CAPA staff or faculty. Practices may differ for direct-enroll institutions.



Unexpected Closure

In the event a Center must unexpectedly close, or class must be cancelled on a planned class day, CEA CAPA will schedule a required make-up class period. Due to limitations of time and meeting space, required make-ups may be held on another day/time than originally scheduled classes.

2.5.9. Course Registration

Consent

Before beginning the course preference process, participants must acknowledge factors that may limit their placement in a particular course. These factors include, but are not limited to schedule conflicts, courses not meeting adequate enrollment, pre-requisite requirements, and the results of a language placement exam.

Course Preference Forms

Course lists for a particular session are typically released several months prior to the program start date. CEA CAPA strongly recommends completing the course preference form upon receipt, as popular courses may fill early. From this list, participants are asked to use their Student Portal account to indicate their course preferences including their first choice and alternates.

Participants are required to choose at least one alternate for each primary elective course.

Language Placement Exams

Depending on the results of their language placement exams, participants may be eligible to be placed in courses taught in a local language.

Placement results are posted to participants' Student Portal approximately two weeks prior to the program start date.

Add/Drop

CEA CAPA allows participants to make changes to their course registration during the designated Add/Drop Period at the start of each term. Depending on the CEA CAPA study center location, this may be a self-service process via the registration portal or done in consultation with onsite staff. Additionally, the duration of this period varies by location and length of program. Program-specific guidelines will be shared during pre-departure orientation.

Participants are responsible for all material covered in class during the add/drop period.

Course withdrawals occurring after the add/drop deadline will affect the participant's academic records according to the following guidelines:

- Withdraw by end of add/drop no academic record
- Withdraw by 9th week of classes (semester) or 50% program complete (summer) -"W"



 Withdraw after 9th week of classes (semester) or second half of program (summer) - Grades+ "0"s

Limitations

While every attempt will be made to honor primary selections, courses cannot be guaranteed.

CEA CAPA uses a variety of factors to determine what courses will run from the original list. Indicating course preference does not guarantee course availability.

Participants are solely responsible for getting all course preferences, including alternates, approved for credit transfer by their home institution prior to participating in a CEA CAPA program.

If preferences are submitted after the Program Closure date listed on the CEA CAPA web site, participants will be registered on a space-available basis only.

The ability to add or drop a course is not guaranteed. Participants who designated a course as "required for graduation" or "no viable alternate" and who are enrolled in a low-enrolling course may not drop the course(s) during the add/drop period. Additionally, there may be case-specific restrictions that prevent participants from changing their course schedules, including participation in an internship.

2.5.10. Coursework Expectations

Participants are expected to spend at least two hours on academic studies outside of each hour of class time.

CEA CAPA Center Courses

A unit of credit is used to define course and language offerings presented through CEA CAPA Centers. For courses offered in a seminar/lecture format, 1 credit is earned for every 15 contact hours; 1 contact hour is defined as 50 minutes of class time or 60 minutes of independent-study work. Each course's meeting pattern is structured so that participants satisfy the contact hour requirements within the duration of the scheduled semester or intensive.

Undergraduate Research

During the application process, participants considering a credit-bearing research project are required to complete CEA CAPA's "Research Interest Form" (RIF). Approved research projects will assess the RIF with an onsite faculty mentor to determine if the project is viable or requires further information or connectivity with the participant applicant and/or onsite faculty member. After the onsite Academic Director/leadership has confirmed the project is viable, the participant will be informed accordingly.

Low-Enrolled Courses



CEA CAPA reserves the right to cancel courses that do not meet adequate enrollment. CEA CAPA will proactively communicate as early as possible to give students time to determine if there are other courses that would meet their academic needs.

2.5.11. Grading

The following grading scale is in use for CEA CAPA center-delivered syllabi:

DESCRIPTOR	ALPHA	NUMERIC	GPA	REQUIREMENT/EXPECTATION	
Outstanding (High Distinction)	А	93+	4.0	Maximum grade: In addition to description for grade "A-", the participant shows detailed understanding materials about which he or she can show independent analytical ability. This means the ability question an issue from different perspectives and evaluate responses in an objective manner.	
Excellent (Distinction)	A-	90 – 92.99	3.7	Participant shows understanding of literature beyond the textbook/class hand-outs/class notes, and the work shows a high level of independent thought, presents informed and insightful discussion, and demonstrates a well-developed capacity for evaluation.	
Very good (High Credit)	B+	87 – 89.99	3.3	Shows evidence of a capacity to generalizes from the taught content, or the material in literature, or from class lectures in an informed manner. Also, the work demonstrates a capacity to integrate personal reflection into the discussion and an appreciation of a range of different perspectives.	
Good (Credit)	В	83 – 86.99	3.0	The work is well-organized and contains coherent or logical argumentation and presentation.	
Good (Credit)	B-	80 – 82.99	2.7	Participant shows understanding of literature beyond the textbook and/or notes, and there is evidence of additional reading.	



Average (Good Pass)	C+	77-79.99	2.3	The work demonstrates a capacity to integrate research into the discussion and a critical appreciation of a range of theoretical perspectives. Also, the work demonstrates a clear understanding of the question and its theoretical implications and demonstrates evidence of additional reading.	
Adequate (Pass)	С	73 – 76.99	2.0	Shows clear understanding and some insight into the material in the textbook and notes, but not beyond. A deficiency in understanding the material may be compensated by evidence of independent thought and effort related to the subject matter.	
Below Average (Borderline Pass)	C-	70-72.99	1.7	Shows some understanding of the material in the textbook and notes. A deficiency in any of the above may be compensated by evidence of independent thought related to the subject matter.	
Inadequate (Borderline Fail)	D+	67 – 69.99	1.3	Fails to show a clear understanding or much insight into the material in the textbook and notes.	
Poor (Fail)	D	60 – 66.99	1.0	Besides the above for D+, participant has not shown interest or engagement in the class work or study.	
Poor (Fail)	F	<60	0	Shows little or no understanding of any of the material.	

Each participant's academic standing is determined by the quality point ratio (also known as grade point average, or GPA) earned each term. Each letter grade is assigned a quality point value.

The quality point ratio is obtained by multiplying the quality point value of each grade by the number of credit hours assigned to each course as listed in the catalog, then dividing the sum of the quality points earned by the number of credit hours attempted in courses for which a grade of A through F is awarded.

Incomplete Grades

A grade of Incomplete (INC) may be permitted as a temporary administrative measure to allow a participant additional time to complete course assignments in exceptional circumstances. Internships are not eligible for Incompletes.

An INC is applied at the initiative of the instructor, and subject to the approval of the Academic Director. The instructor and Academic Director may consider:

- the participant's work completed to date,
- the participant's ability to complete course requirements within the additional time allotted, and
- the circumstances that prevented the participant from completing course requirements.



It is the participants' responsibility to make the necessary arrangements, detailed in writing, with onsite academic staff and the instructor and submit all missing work within 30 days from the program end date of the academic session. If the assigned work is not submitted by the required deadline, a grade will be assessed based on work performed. Extensions beyond 30 days are not permitted.

An INC may result in a delay in processing academic records. Academic records will not be issued until the INC work has been completed in the allocated time or grades have been adjusted accordingly.

Late Submissions and Make-ups

The due dates and times of coursework assignments and the dates and times of all quizzes, tests, and exams scheduled within a course are clearly indicated both on the syllabus and on the Learning Management System. Participants are expected to plan accordingly.

Late submission or make-ups of assignments is only permitted with prior approval as part of a temporary academic accommodation (see "Temporary Academic Accommodation"). Late submission outside an approved Temporary Academic Accommodation will result in a grade deduction at the instructor's discretion. Additionally, work cannot be submitted after feedback has been provided to the rest of the class on the relevant assessment or 1 week after the due date, whichever comes first. At that point, a failing grade ("0") will be given for the assessment.

2.5.12. Program Withdrawals

Routine Program Withdrawal

If a participant chooses to withdraw from the program after the add/drop period, they must work with onsite staff to outline the terms of the withdrawal, and whether any academic credit can be granted. This is determined on a case-by-case basis and subject to the agreement of the faculty member.

A copy of academic records for all eligible participants will be transmitted to their home institution and may be factored into the participant's grade point average based on that institution's policies, regardless of the participant's preference or satisfaction with their earned letter grades.

Compassionate Withdrawal

Often used interchangeably with the term "medical withdrawal," a compassionate withdrawal may be granted at the discretion of the Dean of Global Programs and Academic Administration. This option is only accessible within the last 4 weeks (semester) or 1 week (summer) and results in a "W" or "INC" for all courses.

2.5.13. Program Dismissal

A program dismissal is distinct from a program withdrawal. Participants who are dismissed from their program are unable to utilize the steps outlined for early departure, meaning they do not receive special



dispensation for determining what accommodation, if any, could be made to missed assignments or other course deliverables.

Academic records will be impacted one of the following ways for a program dismissal:

- Dismissed before mid-term Grades will be counted as a "W" (withdrawn).
- Dismissed after mid-term participant will be graded based on the work completed, with any missing assignments receiving a "0".

2.5.14. Academic Integrity

CEA CAPA is an academic community based on the principles of honesty, curiosity, trust, fairness, respect, and responsibility, all of which can be summarized as the core values of academic integrity. Because the value of an academic course depends upon the absolute integrity of the work done by the participant, it is imperative that participants demonstrate a high standard of individual honor in their scholastic work and class behavior.

Participants are invited to consult with their faculty member or any academic staff member with any questions regarding proper citation, using their own prior work, collaborating with classmates on assignments, using Artificial Intelligence, or any other matter related to academic integrity.

CEA CAPA's Learning Management System utilizes the *Turnitin* plagiarism and AI-detection software.

Expectations

In the pursuit of knowledge, participants are expected to:

- work independently on individual assignments and exams
- collaborate when working on group projects
- conduct themselves in an honest and ethical manner
- respect the intellectual work of peers and faculty

Definitions

Violations of the Academic Integrity policy are defined as, but are not limited to:

- **Cheating.** Intentionally using or attempting to use unauthorized materials, information, or study aids in any academic exercise. In language courses, this includes utilizing electronic translators for writing texts in the target language.
- Misrepresentation of facts. Giving a false or misleading statement, including the omission of relevant information, with respect to academic elements related to participation in a CEA CAPA program.
- **Collaboration/Collusion.** Participants should assume that all course deliverables are meant to be completed independently unless specifically designated as collaborative by the course



instructor. Participants may study together or tutor one another so long as done according to the instructor's guidelines.

- Self-plagiarism. Copying an assignment entirely or partially to submit to a different class to try
 to receive credit twice for one piece of work is unacceptable and considered cheating by
 duplication.
- **Plagiarism.** Presenting another's work as one's own, without proper attribution, including the unauthorized use of Artificial Intelligence (AI)-generated text in written assignments.

Ramifications

Violations of the academic integrity policy may result in disciplinary action, receipt of a "0" for the assignment, or dismissal from the program.

Any breaches of academic integrity will also be communicated to the participant's home institution.

2.5.15. Academic Conduct

CEA CAPA is committed to creating welcoming and inclusive spaces that are conducive to learning.

Justice, Equity, Diversity, and Inclusion

CEA CAPA academic content and curriculum design seeks to amplify diverse perspectives and incorporate our core values of justice, equity, and inclusion. All courses in our global curriculum are designed to include curricular elements reflecting difference and diversity appropriate to the field of study and local context. Conduct in academic contexts that goes against these principles may carry both academic and disciplinary consequences.

Within the academic context, behavior by participants, instructors, or staff that exhibits bias or hate speech will not be tolerated. These terms are defined as follows:

- Bias. Unfairly favoring or disadvantaging a person or group.
- **Hate Speech.** Using language that promotes violence, harassment, and discrimination in person, on social media, or via another electronic medium.

Participants who exhibit bias or hate speech may be given a verbal warning and/or one written warning or may be dismissed from the program with no credit granted, depending on the severity of the incident.

A participant's home institutions will be notified of the nature of the disciplinary action, which may lead to additional sanctions or judicial actions on the home campus.



Please refer to CEA CAPA's Anti-Discrimination policy for further information on protected backgrounds and identities, and instructions on how to report incidents of bias or hate speech.

Electronics

Appropriate use of classroom technology is integral to class etiquette and to the evaluation of participants' engagement in their coursework (See "Engagement Policy"). When used as a learning tool, electronic devices such as laptops, tablets, smartphones, and recording devices are allowed in class with prior permission from the faculty.

Faculty reserve the right to request that participants put away electronic devices being used for non-academic purposes or that electronic devices are switched off and put away during certain in-class activities. Special restrictions may apply for certain forms of assessment, including evaluating participants on ability to translate text into a target language, exams, or quizzes.

Participants who improperly utilize technology in class may receive a failing grade for the assignment and/or the course.

If participants require accommodation to use any type of electronic equipment, this must be documented in an Academic Accommodation request (see "Academic Accommodations").

2.5.16. Auditing

Auditing of courses affiliated with CEA CAPA Education Abroad, defined as attending a course without formally registering, or registering for non credit/zero credit, is not permitted.

2.5.17. Course Load

Each CEA CAPA program has a course load associated with it. These course loads are clearly articulated on the CEA CAPA web site. Participants must maintain the course load expected of their specific program, scholarships and financial aid (if applicable), and/or visa status (if applicable).

Participants are solely responsible for their own academic standing at their home institution, which may include course load standards that exceed those outlined below.

Program Duration	Minimum	Maximum
Semester	12	18*
Summer	3	8*

^{*}Depending on the specific program selected.

Expectations



Participants seeking to earn a credit value other than what is listed for their specific CEA CAPA program must initiate a course load petition by emailing registrar@ceacapa.com.

Petitions are considered on a case-by-case basis, based on academic evidence and class availability. Additional fees may apply. CEA CAPA's decision on petitions is not eligible for appeal.

2.5.18. Library Access

Availability

Participants access library resources through their home institution's e-library catalog or through a CEA CAPA School of Record (SoR) if home institution access is otherwise not available. By utilizing the SoR e-library, participants agree to comply with <u>library usage policies</u>.

Access

SoR library access is granted during program dates only and requires the use of a CEA CAPA-issued ID number, which is issued to qualifying participants at the start of the semester. Access the library here or in the CEA CAPA Student Portal.

2.5.19. School of Record

CEA CAPA maintains a School of Record relationship with the University of New Haven, which is regionally accredited and also holds AACSB and ABET accreditations, marking the highest quality standards for business and engineering courses, respectively.

The School of Record provides oversight of syllabi, instructor qualifications, and conducts regular program reviews to ensure that US higher education quality standards are met for all CEA CAPA-delivered academics.

2.5.20. Academic Records

Process

Upon completion of the program, CEA CAPA center staff sends final grades to the CEA CAPA Academic Affairs team.

Format

The CEA CAPA Registrar then creates, issues, and forwards a CEA CAPA grade report to participants' home institution, unless it is specifically noted that a School of Record transcript is required. An additional fee may apply for each School of Record transcript issued.



Regardless of format, all grades and transcripts associated with CEA CAPA programs undergo the same rigorous standards for initial course approval, grading, confidentiality, and integrity of records.

Holds

Records will not be released to participants with any outstanding financial or administrative items on their CEA CAPA account.

Fulfilment Window

Grade reports from CEA CAPA center programs are typically available 30-45 days after the program end date. School of Record transcripts, and direct-enroll/host institution records, typically require a full 90 days for processing.

- **Study Center Programs.** CEA CAPA's Registrar automatically transmits final grades, bearing official signature and watermark, to each sending institution in a secure file. A grading conversion and letter of explanation are also provided. Grades appearing in CEA CAPA's Learning Management System (Moodle, Canvas) are not considered final unless specifically indicated.
- Direct-Enroll/Host Institution. Participants in direct-enroll/host institution programs arranged by CEA CAPA receive an official transcript from that institution. Participants attending a hybrid program will receive both a CEA CAPA transcript for their work at the study center and a transcript from the secondary, local host institution. These records may be sent directly to the participant or to CEA CAPA, depending on the partner. This process is currently under review as part of CEA CAPA's integration process. Please reach out to registrar@ceacapa.com with any questions regarding fulfillment of direct-enroll/host institution records.

Additional Copies

For additional copies of grade reports, write to registrar@ceacapa.com.

For additional copies of official School of Record transcripts, submit and track status of requests (alumni of CEA Study Abroad, CAPA: The Global Education Network, and CEA CAPA Education Abroad) via Parchment Parchment will provide the option to select delivery speed and indicate special instructions.

Records for alumni 2016 to present will process within 1-2 business days.

Programs 2015 and earlier may require additional processing time. Please do not request additional transcripts or submit payment until your program has ended.

- o If you attended a CEA CAPA program in one of the following locations, please contact registrar@ceacapa.combefore placing an order.
- o CEA Australia
- CEA England (Brighton or London)
- France (Aix-en-Provence IAU College)
- France (Dijon)
- France (Paris American University of Paris)
- France (Paris CEA Global Campus prior to Fall 2008)



- Ireland (Cork, Galway, or Dublin City University)
- o Italy (SRISA, John Cabot, or any program prior to Fall 2007)
- o Mexico
- Russia
- South Africa
- Spain (Salamanca)

Credit Transfer

A participant's home institution has final authority to determine whether and how CEA CAPA-delivered courses will count toward their degree requirements, GPA, or class standing, and any additional steps needed to ensure successful transfer of credit.

It is the participant's responsibility to liaise with their home institution regarding the transfer of their CEA CAPA credits. To aid in transferring credits, CEA CAPA strongly recommends that participants keep a record of all course materials from classes taken abroad (including books, syllabi, notes, exams, and papers) until all credits have been finalized at their home institution.

2.5.21. Grade Appeals

CEA CAPA presumes that faculty utilize their professional expertise to assign appropriate letter grades to each participant for each form of assessment listed in the syllabus and the course overall. Participants have the right to inquire about the basis for a grade within 30 days of a program end date where the participant can supply written, academic evidence that a grade was assigned in error or is prejudiced, arbitrary, or capricious.

Grade appeals are considered within 30 days of a program end date where the participant can supply written, academic evidence that a grade was assigned in error or is prejudiced, arbitrary, or capricious. Disagreement or dissatisfaction with an instructor's evaluation of a participant's academic work is not sufficient basis for a grade appeal.

Process

- **Individual assignments.** It is the participant's responsibility to address assignment grades directly with their instructor(s) while onsite.
- Course Grades. Upon receiving course grades through the participant portal, participants may initiate the appeal process by submitting a request to the CEA CAPA Registrar at registrar@ceacapa.com within the timeframe stated above. The Registrar will initiate a grade appeal process and work closely with the relevant onsite Academic Director and faculty member to reach a resolution. Within 15 days of receipt, the CEA CAPA Academic Affairs team will inform the participant of the appeal's outcome.



- Secondary Appeal. Participants who submit a secondary appeal must respond to the Registrar's
 determination within 15 days of the initial decision. Secondary appeals will be reviewed by CEA
 CAPA's Academic Review Board. All decisions from the Academic Review Board are final.
- **Direct-enroll/Partner Programs.** Grade appeals for courses taken at a direct-enroll host institution are subject to the policies of that individual institution.

Limitations

Submitting a grade appeal does not guarantee a specific outcome. All grade appeals are reviewed on a case-by-case basis.

2.6 Career and Internship Program Policies

In addition to all CEA CAPA Education Abroad Policies, the following policies apply to participants enrolled in CEA CAPA Career and Internship Programs.

2.6.1 Career and Internship Program Participation Standards

- Career and Internship Program ("CIP") participants agree to fully engage with the pre-departure
 career and internship process, submit required materials by stated deadlines and maintain
 communications with US and onsite staff. Not responding in a timely manner may lead to
 Experiential Learning Placement Dismissal, depending on the stage of the process.
- CIP participants agree to fully engage with their experiential learning placement (see Experiential Learning Placement below), demonstrating the highest standards of professionalism while representing their home institution, CEA CAPA, and their home country.
- CIP participants are responsible for maintaining respectful and professional relationships with their experiential learning placement host organization, its employees, and its customers.
 Actions or behaviors that are considered detrimental to program stakeholders will not be tolerated and may result in conduct adjudication.
- CIP participants must observe local employment laws and legislation and the experiential learning placement host organization guidelines and policies.
- CIP participants must respect the experiential learning placement host organizations' codes of confidentiality.
- CIP participants are expected to start and end their placement by CEA CAPA's specified dates, unless an alternative arrangement has been communicated with them by CEA CAPA CIP staff. Concerns about dates must be communicated to CIP staff, based in the location of study, immediately. CIP participants must not alter the framework of their placement's start and end dates without the expressed prior written approval of CIP staff.



- CIP participants are required to commit to and achieve any required weekly and cumulative placement hours, for the entirety of their placement duration. Exact weekly hours will be confirmed by CIP staff.
- CIP participants are required to establish weekly work schedules with the designated experiential learning placement host organization once the program commences in order to achieve the required total placement hours by the end of their program.
 - Failure to complete and document the minimum required experiential learning placement hours may result in receiving a grade of "F" in the accompanying course and earning no credit. This may jeopardize continued participation in their CEA CAPA program.
- CIP participants must inform CIP staff and experiential learning placement host organization
 colleagues of any scheduled and unforeseen changes in weekly scheduled hours. Approval of
 any schedule changes or any anticipated missed hours will be reviewed on a case-by-case basis
 and approval will be at the discretion of the experiential learning placement host organization.
 Concerns about making up missed hours must be communicated to CIP staff within two business
 days.
 - Schedule changes may include, but are not limited to:
 - Agreed scheduled breaks
 - Special events
 - Public holidays
 - Religious holidays
 - Illness
 - Unexpected extenuating circumstances
 - Times of emergency in the host location
- CIP participants are required to complete and submit mandatory documentation to CEA CAPA by pre-set deadlines during their program. Missing deadlines may result in conduct adjudication. Mandatory documents may include, but are not limited to:
 - Timesheets
 - Contact details
 - Learning agreements and objectives
 - Host Organization contract forms
 - Program evaluations and surveys
- CIP participants are required to attend (if registered) any mandatory courses and complete all required coursework to meet the program requirements.
- CIP participants are accountable to all CEA CAPA academic policies for their experiential learning program, including the Academic Engagement Policy.
- CIP participants must at all times adhere to the visa rules and regulations related to the host country of their education abroad program. It is the CIP participant's responsibility to be aware of, understand, and adhere to local visa rules and regulations at all times.



- CIP participants must appropriately use all host organization property and return it before finishing a program. Not returning the required property may incura financial penalty. Property includes, but is not limited to:
 - Access cards or keys
 - Hardware
 - Software
 - Intellectual Property (IP)
- CIP participants must notify CEA CAPA in advance and provide documentation by 30-days prior
 to their program's withdrawal deadline, should they want to request placement
 accommodations. Requests will be considered on a case-by-case basis and are at the discretion
 of CEA CAPA staff and the host organization. (See Academic and Residential Life
 Accommodations for more information.)
- CIP participants must abide by the format of the placement (fully in-person or in-person/remote work hybrid) that CEA CAPA selects for them. CEA CAPA reserves the right to change a CIP participant's placement format at any time.
- CIP participants are expected to embrace CEA CAPA's Inclusivity Value and appropriately, respectfully, and positively interact with communities or activities that may not align with their personal or home institution's beliefs.
- CIP participants are held accountable to the Change of Placement, Termination and Withdrawals policy.
- CIP Participants are expected to uphold all CEA CAPA Participant Policies and Community Standards within their experiential learning placement and whilst engaging with their host organization.
- CIP participants found in violation of any CEA CAPA and/or CIP specific policies are subject to CEA CAPA Adjudication Procedures and Outcomes, including Experiential Learning Placement Dismissal and/or Program Dismissal.

2.6.2 Experiential Learning Placements

In alignment with the <u>National Association of Colleges and Employers (NACE)</u>, CEA CAPA defines an experiential learning placement as "a form of experiential learning that integrates knowledge and theory learned in the classroom with practical application and skills development in a professional workplace setting (across in-person, remote, or hybrid modalities)."

CEA CAPA guarantees to source CIP participants an experiential learning placement that will allow them to develop the key transferable skills (NACE career readiness competencies) that US-based employers most want all graduating undergraduate students to have to be competitive in today's job market.

CEA CAPA guarantees to source each CIP participant an experiential learning placement as long as they meet all of the below criteria:



- Apply by the original application deadline.
- Meet the eligibility criteria for their CEA CAPA Program.
- Remain actively engaged throughout the placement process, including but not limited to, meeting all submission deadlines for each step of the process, meeting requests for additional documentation and attending all scheduled meetings and interviews.

CEA CAPA will match each CIP participant with the most aligned placement and host organization that will allow them to develop transferable skills and connect their knowledge, skills, and expressed interests; while taking into consideration the local possibilities and realities in their program destination. CEA CAPA does not offer multiple experiential learning placements simultaneously. CEA CAPA Career & Internship team will make every effort, but cannot guarantee, to match CIP participants with an experiential placement role and host organization that aligns with all their expressed preferences.

CIP participants are responsible for informing CEA CAPA of any graduation or degree requirements that may impact their experiential learning placement, at the time of application. For any requirements CIP participants share after their original application date, CEA CAPA cannot guarantee these will be met.

CIP Placements are secured once CIP participants have completed a successful interview with their experiential learning placement host organization. A successful interview is reliant on the host organization confirming they would like to host the CIP participant. These interviews will take place virtually, via a variety of online meeting platforms.

CEA CAPA will make every effort to confirm a CIP participant's placement by two weeks prior to their program's start date; however, in some cases their placement may be confirmed at a later date due to local circumstances. Interviews will take place any time up until a CIP participant's arrival, and in limited situations may take place in-person upon their arrival to their program location. If a CIP participant does not complete a successful interview, CEA CAPA staff will provide them with guidance on successfully navigating interviews and discuss alternative placement opportunities.

CEA CAPA does not facilitate fully remote placements unless an undetermined situation occurs, and local laws and legislation stipulate this. All placements will have a required minimum number of inperson hours, which may vary per CIP participant.

CEA CAPA is dedicated to providing participants with a framework to explore and challenge their identities. Our CIP experiential learning placement host organizations are an extension of our global community and may include or represent different communities, regardless of placement, field, or industry.

CIP participants who do not want CEA CAPA to source their internship placement should review the Independently Sourced Experiential Learning Placement policy.

CIP participant who would like to request a change in placement, after considering all the above points, should review the Change of Placement, Termination and Withdrawals policy.



2.6.3 Independently Sourced Experiential Learning Placements

CIP participants who want to independently source their experiential learning placement, without the assistance of CEA CAPA Career & Internship staff, will be assessed on a case-by-case basis.

CIP participants who choose to pursue an independently sourced experiential learning placement must notify CEA CAPA and submit a <u>position description</u> and host organization contact details for their experiential learning placement 60-days prior to the program start date in order to be considered. CEA CAPA may also request additional documentation, as needed. Upon receipt of the position description and any additional required documents, CEA CAPA will contact the host organization to vet the placement opportunity.

If a CIP participant chooses to pursue an independently sourced experiential learning placement, CEA CAPA is not responsible for identifying and securing an alternative placement. Should this have any impact on the participant's ability to remain on the program, CEA CAPA will not be held liable. The participant will be responsible for any cancellation fees incurred, in line with the CEA CAPA Program Withdrawal and Refund Policy.

By independently sourcing their own placement, CIP participants are removing themselves from the CEA CAPA placement process. Like their counterparts who have secured a placement with CEA CAPA's assistance, CIP participants who have independently sourced their own experiential learning placement are required to take part in the mandatory components of the program, including, but not limited to:

- Completing their application, any required documentation, and payments by the stated program deadlines.
- Working with their assigned CEA CAPA team member and their home institution prior to departure to ensure that the necessary information has been provided to CEA CAPA regarding the participant's identified placement and host organization.
- Participating in the in-country CIP orientation session, as well as other mandatory orientation sessions.
- Submitting in-country experiential learning placement documentation.
- Attending the in-country Course, relevant to the participant's experiential learning placement.
- Following all applicable CIP policies:
 - o CIP Career and Internship Program Participation Standards
 - Change of Placement, Termination and Withdrawal

Independently sourced experiential learning placement requests will be assessed and reviewed on the below standard requirements:

• The placement must be able to meet the minimum required hours for the participant's program, as confirmed by CEA CAPA Career and Internship Staff.



- The placement must be able to span the full program duration, in alignment with the set program dates.
- Have a host organization employee in place that can provide supervision, mentorship, and completion of mandatory program documents to CEA CAPA.
- Ability to schedule placement hours around a participant's additional weekly course and/or program obligations.
- Have a physical, professional work environment that meets all local safety and employment laws and regulations in which to engage (e.g., co-working space, office building, school, etc.).
 Working from a home address of a host organization employee is not permitted.
- Hybrid working environments are allowed, and host organizations must be able to offer inperson engagement and collaboration. At least one day (7.5 hours) minimum per week of inperson engagement is strongly recommended.
- It is the host organization's responsibility to provide CIP participants with required hardware or software equipment needed to perform the assigned duties. If it is not provided, CIP participants must ensure they have relevant equipment.
- The host organization is aware and agrees that the experiential learning placement is unpaid, and CIP participants receive academic credit for their participation in their CEA CAPA program.
- CEA CAPA can communicate effectively with the host organization during the CIP participant's predeparture and in-country experience.
- Follows local workforce laws and legislation and all additional CIP Policies.

Amendments to the assigned position description must be shared with CEA CAPA CIP Staff for review and approval. CEA CAPA also reserves the right to make amendments to a CIP participant's placement at any point during the program duration.

CEA CAPA will look to review and respond to the CIP participant with a decision within five business days after fully discussing and vetting the placement opportunity with the host organization. Final approval will be at the discretion of CEA CAPA staff.

2.6.4 Change of Placement, Termination and Withdrawals

Change of Placement

A Change of Placement is defined by CEA CAPA as a CIP participant being moved to a new experiential learning placement, with a new host organization.

• Prior to requesting any change in placement, CIP participants will be expected to have reviewed and agreed to the CEA CAPA Experiential Placement Policy.



- CIP participants must communicate any request to change their desired experiential learning
 placement fields of interest to their Career & Internship Coach before the original application
 deadline for the program, for them to consider during the placement process. In some cases,
 the changes requested may not be possible due to placement availability in the desired
 destination. If a CIP participant notifies Career & Internship Staff of a change to their desired
 career field(s) after their program's original application deadline, CEA CAPA cannot guarantee
 that we will be able to accommodate the request.
- Requests for a change in experiential learning placement or host organization are not guaranteed and will be considered by US and relevant location-based Career & Internship staff:
 - Predeparture requests should directed to the participant's assigned Career & Internship Coach.
 - Upon or after arrival requests should be directed to the participant's onsite Career & Internship Staff.
- Requests to change a CIP participant's experiential learning placement will be considered on a
 case-by-case basis. A change in placement is not guaranteed if a role aligns with the CIP
 participant's preferred career fields, career goals, and transferable skill development. This
 corresponds with CEA CAPA's commitment to source placements for CIP participants that allow
 them to develop key transferable skills for the workforce, according to the National Assocation
 of Colleges and Employers. A change request will include reviewing:
 - the assigned placement description.
 - o participant application areas.
 - prior experience and skills.
 - o graduation or degree requirements.
 - expressed interests for the program.
- Dissatisfaction with an experiential learning placement, including but not limited to the following reasons, will not be considered valid for requesting a change in experiential placement:
 - O Dissatisfaction with a placement's schedule, for example working on Fridays.
 - Dissatisfaction with the commute time to and from the placement because in CEA CAPA program locations, standard commutes can be up to approximately an hour each way. However, to secure the most appropriately matched placement opportunity, some commutes may be in excess of an hour. In these rare situations, the commute will be agreed-upon in advance with the CIP participant.
 - Dissatisfaction with a placement's relevance to a CIP participant's preferences
- CIP participants can only change to a new experiential learning placement with expressed prior written approval of CEA CAPA. Independent changes to any experiential learning placement is prohibited.
- Requests may be shared and discussed with the CIP participant's home institution.



- CEA CAPA does not change an experiential learning host organization if doing so would compromise CEA CAPA's values and commitment to Justice, Equity, Diversity, and Inclusion (JEDI). Should there be any concern or hesitancy with the placement or the organization, we encourage open dialogue with all stakeholders to support and create a meaningful experience for all parties with the identified host organization.
- If CEA CAPA approves a change in placement for a CIP participant, the CIP participant must remain at their current placement until the change can be made, in order to remain in compliance with their CEA CAPA program.

Termination

A Termination is defined by CEA CAPA as when a host organization decides to terminate and end a CIP participant's experiential learning placement before the experiential learning placement's scheduled end date.

- CIP participants are prohibited from independently self-terminating their experiential learning
 placement with their respective organization. If a CIP participant has a concern with their
 experiential learning placement host organization, they are responsible for reaching out to CIP
 onsite staff in their location.
- CIP participants are required to inform CEA CAPA Career & Internship staff immediately if their host organization has terminated their experiential placement.
- CIP participants must attend meetings with CEA CAPA Career & Internship staff, in-person or virtually, as requested and communicate in a timely manner on these meetings, to support decisions regarding next steps.
- If a host organization terminates an experiential learning placement, sourcing a new placement will be at the discretion of local CEA CAPA staff, after reviewing the situation with all parties involved, and is not guaranteed.
 - CEA CAPA will inform the CIP participant and their home institution if sourcing a new placement is deemed unfeasible. If this is not feasible, CEA CAPA will confirm whether it is possible for the CIP participant to remain on their program.
 - o If a CIP participant cannot remain on their program, this may lead to either or both an Experiential Learning Placement Dismissal and/or Program Dismissal, depending on program requirements and local laws and legislation, at the discretion of CEA CAPA. (See Adjudication Procedures and Outcomes for more information.)
 - Violations of CEA CAPA Policies, including Participant Conduct and Career and Internship Program Participation Standards will not lead to a new placement and in some instances, in communication with the relevant home institution, may lead to immediate Experiential Learning Placement Dismissal and/or Program Dismissal. (See Adjudication Procedures and Outcomes for more information.)



- A CIP participant's dismissal from their program will activate the CEA CAPA Program Withdrawal and Refund Policy and determine any incurred fees.
- If a CIP participant's experiential learning placement is terminated, their ability to complete the required associated course will be impacted and may result in a grade of "Incomplete" or "F."
 - Where CIP participants are deemed eligible, a new placement will be sourced and work undertaken with faculty to adjust deadlines.
 - If a CIP participant is not eligible for a new placement, they will be graded on what they have submitted.
- CEA CAPA is not responsible for identifying and securing an alternative placement for CIP participants who have an independently sourced experiential learning placement,
 - Should termination of an independently sourced experiential learning placement have any impact on the CIP participant's ability to remain on the program, CEA CAPA will not be held liable. The CIP participant will be responsible for any cancellation fees incurred, in line with the CEA CAPA Cancellation Policy.

Withdrawal

A withdrawal is defined by CEA CAPA as when a CIP Participant decides to remove themselves from their CEA CAPA experiential learning placement and/or corresponding program.

- CIP participants must consider the wider program, academic and financial implications of withdrawing from their experiential learning placement, either prior to the program, during ADD/DROP week, or within the remainder of the program.
- Any requests to withdraw must be reviewed and assessed with CEA CAPA Career & Internship Staff, and may include assessment or participation from the CIP participants home institution:
 - Pre-arrival in-country, requests will be reviewed and assessed by US-based CEA CAPA Career & Internship Staff.
 - Once in-country, requests will be reviewed and assessed by Career & Internship staffin the host-country.
- CIP participants are prohibited from self-withdrawing from their experiential learning placement with their respective organization without prior written approval from CEA CAPAstaff.
 - This includes, but is not limited to:
 - i. Deciding not to return to their experiential learning placement.
 - ii. Departing early from the experiential learning placement or CEA CAPA program.
 - iii. Refusing to attend or withdrawing from the course associated with their experiential learning placement .
 - Any communication about a withdrawal must be made via CEA CAPA staff
 representative, including to a CIP participant's host organization and homeinstitution.



- Withdrawing from the experiential learning placement or associated academic course will activate the CEA CAPA cancellation policy. Cancellation fees may apply at the discretion of CEA CAPA staff.
- CIP participants must attend meetings with CEA CAPA Career and Internship staff, in-person or virtually, as requested and communicate in a timely manner on these meetings, to support decisions regarding next steps.
- If a CIP participant withdraws from their experiential learning placement, their ability to complete the required associated course will be impacted and may result in a grade of "incomplete" or "F."
 - Where CIP participants are deemed eligible, a new placement will be sourced and work undertaken with faculty to adjust deadlines.
 - o If a CIP participant is not eligible for a new placement, they will be graded on what they have submitted.

3. FISCAL POLICIES

3.1. Payment Policies

The following payment policies apply to students paying their program related fees to CEA CAPA directly. Participants in a customized CEA CAPA faculty-led or group/cohort program in conjunction with their institution may be subject to different payment policies and procedures. Participants should contact their university and/or CEA CAPA Program Coordinator for details.

3.1.1. Program Costs

For participation in a CEA CAPA Program, each applicant is required to pay the following:

- 1. Non-refundable application fee of \$95
- 2. Non-refundable program confirmation of \$500 (deducted from the total program cost)
- 3. Program price of selected program
- 4. Academic course fees as outlined in CEA CAPA course syllabi

3.1.2. Application Fee

All applications must be submitted with a \$95 nonrefundable application fee. Applications will not be processed without the application fee.

3.1.3. Program Confirmation Payment



All applicants are required to pay a non-refundable program confirmation of \$500. Once admitted to a CEA CAPA program, the \$500 program confirmation fee will be due immediately. CEA CAPA cannot guarantee a place in the program until this payment is made. This payment will be deducted from the total cost of the program.

If a program reaches enrolled capacity before the non-refundable program confirmation fee is paid, participants may be required to forfeit the original program selection or choose another program. The non-refundable program confirmations will be due no later than the application closure date.

3.1.4. Maintenance Fee

All applicants are required to pay a \$150 maintenance fee. This fee is not included in the program cost. This fee will cover general maintenance, including standard cleaning, minor repairs, and touch-up painting.

If there are charges incurred during the program more than this fee, including but not limited to, broken furniture, floor damage, lost keys, excessive cleaning, utility usage more than the allotted monthly amount, etc. participants will be invoiced for the additional fees and all program academic transcripts will be held until this has been paid.

Participants attending multiple programs are required to pay a maintenance fee for each program.

3.1.5. Late Application Fee

Any applications received after the program withdrawal deadline will be assessed on a case-by-case basis dependent on availability of the selected program. If space is available participants will be assessed an additional \$150 late application fee.

3.1.6. Program Price

CEA CAPA reserves the right to change program prices. For current pricing, refer to the CEA CAPA website at http://www.ceastudyabroad.com/find. Applicants will be subject to the price listed on the CEA CAPA website at the time a participant's application is received. Participants must abide by all CEA CAPA application and confirmation policies/deadlines to keep their application active. Participants who miss a CEA CAPA deadline may be subject to a higher price. Applicants who request to change their program are subject to the change-in-program fee of \$400 and are subject to the current prices listed on the CEA CAPA website at the time the program change request is approved.

3.1.7. Final Payment

Upon acceptance, all applicants paying their program fees directly to CEA CAPA will receive an invoice for the remaining fees due. This statement will detail the program price, housing maintenance fee and



any other costs (minus the program confirmation). Final Payment is due no later than the program withdrawal date.

Participants must be paid in full and/or submit the required Financial Aid or Payment Plan forms (Financial Aid Disbursement Form and Student Financial Aid Agreement) to CEA CAPA by the program withdrawal date. If a participant fails to make payment and/or submit the required Financial Aid or Payment Plan forms by their Final Payment due date, they will be subject to a \$300 late fee and may be withdrawn from their program (Please see Outstanding Balances section for more information).

Participants attending multiple programs will receive an invoice detailing the program costs and the final Payment due date for each program.

3.1.8. Payment Methods

All payments must be submitted to the CEA CAPA Phoenix Office in U.S. currency. CEA CAPA will not accept payments of any foreign currency or payments drawn from a foreign financial institution.

Payments to CEA CAPA can be made via check, E-check, credit card, money order, or wire transfer. Participants are subject to any additional service charges respective to their chosen payment method Cash payments will not be accepted. Participants may submit credit card and E-check payments online via the provided links. Checks and money orders should be made payable to CEA CAPA and mailed to:

CEA CAPA Education Abroad ATTN: Financial Services 702 E Osborn Rd., Suite 200 Phoenix AZ, 85014-5281

3.1.9. Credit Card Payments

CEA CAPA accepts Visa, MasterCard, Discover, and American Express. A 2.6% Processing Fee will be assessed for all credit card payments. Processing fees will be charged to the credit card being used at the time payment is made. The processing fee can be avoided by using our convenient E-check system or paying by standard check, wire, or money order.

3.1.10. Financial Aid

CEA CAPA does not award federal financial aid. Participants wishing to use federal financial aid towards their CEA CAPA program costs must apply through their campus Financial Aid Office at their home institution. It is the participant's home institution that will determine if aid will be transferable to the CEA CAPA program. All Federal Aid requires participants to fill out the FAFSA form available at www.fafsa.ed.gov



CEA CAPA will aid participants studying abroad and financial aid advisors in the transfer of funds. CEA CAPA is not responsible for the awarding, processing, or disbursing of Financial Aid funds. To learn more about different forms of financial aid, scholarships and the financial aid process please visit the <u>CEA</u> CAPA Funding Options website.

If a participant using financial aid withdraws from the program prior to the award being received, they will remain responsible for all withdrawal fees outlined in the CEA CAPA Program Withdrawal and Refund policy.

Financial Aid Disbursement Form:

All participants who will be using financial aid to finance their CEA CAPA program must submit the "Financial Aid Disbursement Form" to their campus Financial Aid Office for completion and return it to CEA CAPA prior to program withdrawal date. If the financial aid is processed by a private lending institution, then the Financial Aid Disbursement Form must be submitted to the private lender who will be processing the aid. This form indicates the amount of aid the participant expects to receive, the approximate disbursement dates and to whom the check will be made payable. The final payment due date of the portion financial aid will cover will be deferred until the participant's verified disbursement date. All financial aid funds will be owed to CEA CAPA within two weeks of the disbursement date indicated on the Financial Aid Disbursement Form. Participants that do not submit the required Financial Aid forms to CEA CAPA prior to their final payment due date will be subject to a \$300 late fee. The Participant's remaining balance not covered by financial aid is due by the program withdrawal date

3.1.11. Outstanding Balances

Any participant that has not submitted final payment and/or valid Financial Aid Forms by their program withdrawal date will be subject to a \$300 late payment fee and may be withdrawn from their program for nonpayment. The participant will be held responsible for any program costs already incurred by CEA CAPA on their behalf.

Participants who have been approved for deferred payment plans with CEA CAPA, including financial aid deferment arrangements, and fail to pay per the terms of the agreement will also be subject to a \$300 late fee and withdrawal from their program, even if the participant's program has already started. Participants who are withdrawn for non-payment will be removed from all academic courses and housing abroad and will still be held responsible for all fees owed according to CEA CAPA Program Withdrawal and Refund policy. All transcripts will be withheld from the participant until any outstanding balance is paid in full.

CEA CAPA reserves the right to transfer any outstanding balance to a collection's agency authorized for collection by CEA CAPA, which will affect the credit rating of the participant and will cause additional collections fees to be assessed.



3.2. Program Withdrawal and Refund Policy*

3.2.1. Withdrawal Dates and Fees

The program withdrawal date is the last day a participant can withdraw from a program and not be held responsible for full payment or be eligible for a refund if full program costs have been paid. All participants must be paid-in-full and/or have submitted the required Financial Aid or Payment Plan forms by the program withdrawal date. If the withdrawal date falls on a weekend, the following business day will be honored.

		Ann Foo + Deposit	Cancellation Penalty (prior to program start date)						
		App Fee + Deposit	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5		
Standard		Non - Refundable	Prior to withdraw date	Withdraw Date to 45 days	22-44 days	21 days or less	After Program Start Date (if applicable)		
	Study	\$595	No Additional Penalty	30% of total program fees applicable	50% of total program fees applicable	100% of program fees applicable	100% of program fees applicable		
	Internship	\$595	No Additional Penalty	30% of total program fees applicable	50% of total program fees applicable	100% of program fees applicable	100% of program fees applicable+ \$500 internship withdrawal fee		

^{*} In the event a program change is made by the student after Withdrawal Deadline, cost difference between programs (if applicable) is not refunded.

3.2.2. Refund Policy

All confirmed CEA CAPA participants are eligible to apply for a refund of program costs according to the CEA CAPA Withdrawal Dates and Cancellation Penalties listed above. To be considered for a refund of paid program costs, participants are required to confirm their withdrawal in writing and complete the CEA CAPA refund request form. Refunds will be calculated from the date the written program withdrawal is received.

If a participant withdraws from a CEA CAPA Program after the program withdrawal date and has not yet paid their program fees, they will be responsible to pay all owed cancellation penalties due at the time of the program withdrawal.

3.2.3. Non-Refundable Items

Refunds will not be provided under the following circumstances:

- Program Application fees
- Program Confirmation fees
- Participants who are withdrawn by CEA CAPA for non-payment
- Participants that voluntarily leave a CEA CAPA program before the program end date
- Participants who are dismissed from a program for violation of CEA CAPA's Participant Policies

^{**}The dates and penalties as described do not apply to CEA CAPA custom programs

^{***}Please note the student may be subject to different withdrawal dates and fees policies based on their home institution.



- Any cancellation penalties due as outlined in the CEA CAPA participant withdrawal policy
- Program cost difference for participants who voluntarily decide to switch from an internship to a study-only program after confirmation

3.2.4. CEA CAPA Secure Coverage

It is highly recommended that Participants make the CEA CAPA Secure plan a key part of their education abroad program planning. Under this special protection plan, if a Participant is required to withdraw from their program due to a covered circumstance, they can file a claim for a refund outside of the CEA CAPA's standard refund policy.

Pre-Program (Prior to Departure)

If a participant has purchased CEA CAPA Secure Coverage they may withdraw from their CEA CAPA program for any covered circumstance listed below up to one calendar week before your program's start date and receive a prorated refund for all recoverable program fees that you have paid to CEA CAPA based on the time of your cancellation, less the \$95 application fee, non-refundable program confirmation fee, and the cost of the CEACAPA Secure plan.

After Program Start

If a participant is required to withdraw for a covered reason after the start of the program, prorated refunds are assessed to determine the recoverable costs based on the time a covered circumstance happens. As with a pre-program start refund, your \$95 application fee, non-refundable confirmation fee, and the cost of CEA CAPA Secure are not refundable. For all onsite incidents, the prorated refund exceptions will only cover approved costs not covered by CEA CAPA's International Travel Health Insurance.

Examples of circumstances covered by CEA CAPA Secure:

- Medical Incident that resulted in serious injury, illness, or death to you or immediate family
- Significant injury that limits mobility (leg, foot, hip, back)
- Death in immediate family
- Diagnosis of terminal illness
- Destruction of primary residence

For more information about this plan please refer to the CEA CAPA Secure Coverage Overview.

CEA CAPA Secure Claims Process

Participants who have purchased CEA CAPA Secure Coverage can apply for a prorated refund outside of the standard program withdrawal policy. To file a claim, the participant should first complete the standard refund request process and email a short-written statement (500 words or less) explaining the situation to their designated point of contact managing the claim. This point of contact will be provided to the participant at the time of claim. The participant should also attach any relevant files (e.g., medical records, etc.) to the form. All approved prorated refunds will be reviewed and processed



within 30 days of receipt of the claim. Participants who do not purchase CEA CAPA Secure coverage will not be eligible for any refunds after their program withdrawal date as outlined in the CEA CAPA standard refund policy.

Refund Payments

Before processing refunds, all participants must fill out an ACH form noting the bank details for the account to which they want the funds sent. Refunds will be sent to that specified bank via mail/direct deposit/wire transfer. Participants should allow approximately 45 days for a refund payment to be processed.

*These withdrawal and refund policies only apply to participants paying all program fees directly to CEA CAPA. If the student submits all or a portion of their program cost payment to a home institution for their CEA CAPA program or if they are participating in a custom/faculty-led program, the student must follow up directly with their study abroad office or program leader to confirm the program withdrawal and refund policy.

3.2.5. Program Cancellation

CEA CAPA reserves the right to cancel or suspend a program at any time. Changes in a program's structure do not constitute its cancellation (see below Change in Program Structure).

If CEA CAPA cancels or suspends a program prior to the start of the program, accepted applicants are given the choice of the following:

- Switching to a future program session
- Switching to a different CEA CAPA program site
- A full refund of all fees paid, less the application fee

If an accepted applicant chooses to switch to a future session or a different CEA CAPA program, all fees paid including the application fee will be applied towards the new program. At that point, they will be enrolled in that program and are subject to any CEA CAPA policies and/or new payment obligations that apply.

If a CEA CAPA program is cancelled mid program due to safety and security concerns all program fees are non-refundable as program costs are paid out on participant's behalf prior to arrival. CEA CAPA strongly recommends all participants purchase the CEA Secure Coverage to receive a prorated refund of any recoverable program fees from the date of cancellation.

3.2.6. Change in Program Structure

CEA CAPA makes every effort to ensure that programs operate as described in the published material. However, due to unforeseen circumstances changes may be necessary.

Changes in program structure may include staffing, excursions, immersion activities, academic options and/or housing options. Necessary changes in academic delivery or format while a program is ongoing,



such as moving from in-person to online course work or vice versa, are considered a change in program structure. CEA CAPA cannot guarantee any course selections made by participants. Course availability may be changed by the host institution and/or CEA CAPA at any time.

No refund or reduction of fees will be made if the altered arrangements are similar to the original arrangements as deemed by CEA CAPA. Determinations of similarity will be made at CEA CAPA's sole discretion.