

## CEA CAPA Participation Agreement

This CEA CAPA Participation Agreement (“Agreement”) outlines the terms and conditions of participating in an education abroad program facilitated by Cultural Experiences Abroad, LLC (“CEA CAPA”). By signing this Agreement, Participant acknowledges their responsibilities and agrees to comply with the policies of CEA CAPA as a condition of participation. This Agreement is effective as of the date of Participant’s signature below.

### 1. Definitions

- a. **“CEA CAPA”** refers to Cultural Experiences Abroad, LLC dba CEA CAPA or CEA CAPA Education Abroad, and its affiliates and subsidiaries, respective trustees, directors, officers, employees, agents, volunteers, interns, successors, and assignees.
- b. **“Home Institution”** includes the institution of higher education in which Participant is enrolled at the time of applying to or participating in a CEA CAPA Program.
- c. **“Partner Institution”** includes any university, college, institution, or internship placement where Participant may be enrolled and/or interning abroad as a part of the CEA CAPA Program.
- d. **“Standard Program”** refers to a program for which the onsite experience aligns with the CEA CAPA website at [www.ceastudyabroad.com](http://www.ceastudyabroad.com) and is shared in its entirety with other CEA CAPA participants.
- e. **“Custom Program”** refers to a program for which the onsite experience has been tailored based on a specific Program Agreement with a Home Institution for a particular group of their students.
- f. **“Policies”** refers to CEA CAPA Education Abroad Policies published on its website at <https://www.ceastudyabroad.com/student-policy>, which are incorporated herein by reference as “Policies” and part of this Agreement. CEA CAPA reserves the right to change or modify its Policies at any time without prior notice.
- g. **“Program”** refers to either a Standard Program or Custom Program.
- h. **“Program Information”** refers to specific details relating to a CEA CAPA Program, including, but not limited to Policies, dates, location, inclusions, the issuance of grade reports, transcripts, deadlines, health and safety information, including emergency instructions or emergency advice.

### 2. Eligibility and Enrollment

- a. Participant must maintain good academic standing and meet all prerequisites required by CEA CAPA.
- b. Enrollment in the Program is contingent upon CEA CAPA’s acceptance and meeting CEA CAPA’s eligibility requirements and deadlines as outlined during the predeparture phase.
- c. Participant understands and acknowledges that it is their responsibility to review and understand all information pertaining to their Program. Questions regarding the Program prior to the Program start date should be directed to Participant’s designated CEA CAPA Site Specialist, or if on a Custom Program, Participant may also direct questions to their Home Institution point of contact.
- d. Requests for academic and residential life accommodations must comply with Accommodations procedures outlined in the Policies. Participant is responsible for any costs associated with accommodations. If Participant withdraws from the Program due to unavailability or insufficient accommodations, Participant is subject to CEA CAPA’s withdrawal policies.

### **3. Right to Rescind Admission or Dismiss a Participant**

- a. CEA CAPA reserves the absolute right to rescind Participant's admission to or dismiss Participant from a Program if, after acceptance to the Program, CEA CAPA learns of any of the following:
  - i. Failure to meet any financial and/or payment requirements by established deadlines;
  - ii. Falsification of information on the CEA CAPA application and/or any supplemental documents required by the Program;
  - iii. Conduct that violates the CEA CAPA Participant Policies and Community Standards, or an academic violation that results in conduct sanctions, probationary period, or expulsion;
  - iv. Academic status is no longer considered to be in good standing;
  - v. Conduct that is incompatible with the safety or welfare of others and/or Participant, or if Participant becomes a threat to their own health, wellness, safety or welfare or that of others;
  - vi. Arrest, warrant for arrest, bench warrant, criminal conviction or incarceration;
  - vii. Conduct that in any way undermines or damages Program interests, operations, or working relationships with Affiliated Institutions, contractors, vendors or members of the community;
  - viii. Physical health, mental health or personal condition, which in the reasonable opinion of CEA CAPA may put Participant or others at risk, or that exceeds the capacity and capability of CEA CAPA to accommodate.
- b. CEA CAPA reserves the right to set forth additional terms to Participant's participation in a Program and/or require additional documentation for participation when it learns of any of the situation(s) listed above. A conditional participation agreement may also be implemented.

### **4. Financial Obligations**

- a. Participant is responsible for all program fees, including tuition, housing, housing supplemental fees, and incidental costs, unless CEA CAPA has a Direct Bill Agreement with their Home Institution, which specifies a cost split arrangement between the Participant and the Home Institution. In such case, Participant is responsible for the costs apportioned to Participant.
- b. Participant is responsible for any additional expenses, including airfare, additional travel insurance and personal property insurance, if applicable, meals not covered by the Program, and personal expenses.

### **5. Withdrawal and Refund Policy**

- a. Participant may withdraw from the Program at any time, subject to the following withdrawal and cancellation penalty schedule, as also outlined in the Policies.

		App Fee + Confirmation Payment	Cancellation Penalty (prior to program start date)				
			Phase 1	Phase 2	Phase 3	Phase 4	Phase 5
Standard		Non - Refundable	Prior to withdrawal date	Withdrawal 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	50% of total program fees	100% of total program fees	100% of total program fees
	Internship	\$595	No Additional Penalty	30% of total program fees	50% of total program fees	100% of total program fees	100% of total program fees + \$500 internship withdrawal fee

- b. To withdraw, Participant must submit a written notice of withdrawal to CEA CAPA. Notice is effective on the date received by CEA CAPA.
- c. If Participant withdraws after the Program start date, impact on grades and transcripts will be subject to the academic policies as stated in the Policies.

## 6. Health and Safety

- a. If Participant is sick, injured or otherwise becomes ill while participating on the Program and/or requires medical assistance, Participant hereby authorizes CEA CAPA to take such action it deems necessary to assist Participant. This may include, but is not limited to, arranging for transportation, referring access to medical providers, calling emergency services, administering first aid, contacting the international travel health insurance provider or emergency assistance provider to open a case, or arranging for Participant's return to their home country. Participant hereby releases CEA CAPA from any liability relating to this medical care.
- b. Participant shall provide the name of an emergency contact whom CEA CAPA may contact should CEA CAPA deem it necessary.
- c. If CEA CAPA incurs any expense on Participant's behalf that is not covered by the Student's health insurance policy(ies), Participant shall be responsible for reimbursing CEA CAPA in accordance with CEA CAPA's fiscal policies as stated in the Policies.
- d. Participant understands and acknowledges that this Agreement does not create any affirmative duty or responsibility for CEA CAPA to take any action should Participant become sick, injured, incapacitated or ill while participating in a Program.

## 7. Academic Record and Credit Transfer

- a. Participant shall adhere to CEA CAPA's academic requirements as outlined in the Policies. Participant acknowledges that their Home Institution may have different and/or additional academic requirements and policies that may impact the Program and it is Participant's responsibility to understand and comply with Home Institution's academic requirements and policies.
- b. Academic coursework for Custom Programs may be provided by Participant's Home Institution, CEA CAPA, or a combination of both; and Custom Program academic policies will align with the Institution providing the course.
- c. Academic requirements are established by the Program and/or Partner Institution. CEA CAPA has no control over the academic requirements of Participant's Home Institution or the Partner Institution. CEA CAPA cannot waive, alter, or modify the academic requirements established by the Home Institution or Partner Institution.
- d. Academic credits earned during the Program are subject to approval by Participant's Home Institution.

- e. It is the Participant's responsibility to ensure that courses taken abroad are pre-approved by their Home Institution for credit transfer and that credits associated with Program courses will satisfy Participant's degree requirements.
- f. CEA CAPA will issue a grade report or, if applicable, transmit grades to the School of Record Registrar to produce an official transcript of the academic work completed in the Program. Participant may be responsible for paying any costs associated with the issuance of an official transcript.
- g. Pursuant to Section 10 (below), CEA CAPA may release Participant's Application, supporting documentation, personal information, and education records (as defined by 34 CFR Part 99.3; 20 U.S.C. § 1232g(b)(1)(B)) to appropriate officials at the School of Record, Participant's Home Institution(s), and/or to the Partner Institution(s) as needed to administer enrollment and participation in the Program.

## **8. Conduct and Disciplinary Actions**

- a. Participant shall adhere to CEA CAPA's Policies, rules, standards, instructions, and practices for Participant behavior. Failure to do so may result in conduct adjudication action, up to and including dismissal from the Program without a refund.
- b. Participant understands they are required to adhere to their Home Institution rules and regulations, which shall still apply while participating on a CEA CAPA Program, even if Participant is taking a Leave of Absence. Any violation of the rules and regulations of their Home Institution may result in additional disciplinary action by their Home Institution.
- c. CEA CAPA reserves the right to notify appropriate officials at Participant's Home Institution of any conduct violation.

## **9. Program Housing Agreement Addendum**

- a. By signing this Participation Agreement, Participant acknowledges and agrees to the terms and conditions of the Program Housing Agreement Addendum, which is an integral part of this Participation Agreement and is attached hereto and incorporated by reference.

## **10. Program Changes and Cancellations**

- a. CEA CAPA reserves the right to modify Standard Program offerings at its sole discretion, including but not limited to: changes to dates and inclusions, cancellation or addition of courses, and changes to course syllabi. Changes to dates are made prior to the withdrawal date. Modifications to Standard Program offerings do not warrant a refund of any amount to Participant.
- b. CEA CAPA or Partner Institution reserves the right to make changes, cancellations, or substitutions to the Program for reasons including but not limited to (i) insufficient enrollment; (ii) emergencies; (iii) changes to environmental, health, safety or security conditions; or (iv) changes based upon the best interest of the Program. Participant understands and acknowledges that they are responsible for any expenses incurred due to these changes, cancellations or substitutions. Participant may elect to withdraw from the Program as a result, but will be subject to the withdrawal policies and financial penalties referenced in Section 4(a).

## **11. Communication, Consent and Release**

- a. Participant consents to receiving Program Information and communications before

- the Program start date and during the Program via email, text message, push notification, phone calls, and/or via the CEA CAPA Participant portal, online platforms, smart phone emergency communication application, as well as the website.
- b. Having a working cell phone while abroad is a requirement of the Program.
  - c. Participant consents to having their name and email address added to an email distribution list which will be shared with other Participants on the Program.
  - d. If Participant unsubscribes, ignores, or blocks communications from CEA CAPA, or does not provide accurate or current contact information to CEA CAPA, CEA CAPA will not be responsible for any missed Program Information, emergency instructions or emergency advice. Participant shall be responsible for researching, understanding, and adhering to Program Information that was missed.
  - e. Participant consents to CEA CAPA's use of Participant's statements and the use of photographs, recorded audio, and/or recorded video for marketing purposes on its website, social media platforms, in printed materials, and in other media.
  - f. By this signed and dated consent, Participant consents to the release of records to the University of New Haven (which serves as CEA CAPA's School of Record), to Participant's Home Institution, and/or to any Partner Institution as needed to administer enrollment and participation in the Program.
  - g. CEA CAPA retains the right, in its sole discretion, to inform Participant's Home Institution and/or designated emergency contacts, regarding concerns and incidents : Participant's health, safety, wellbeing, academics, housing, conduct and status on the Program. This includes reports of incidents of sex or gender discrimination and sexual misconduct that may involve Participant. CEA CAPA's reporting rights surpass any and all privacy regulations that may otherwise apply. By signing this Agreement, Participant knowingly consents to the disclosure of this information.
  - h. CEA CAPA may disclose on an as-needed basis information Participant provides on the mandatory Health Information Form to designated CEA CAPA employees, Partner Institution employees, contracted vendor employees, health professionals, and Home Institution employees to investigate and plan for health needs, support needs or accommodation requests. CEA CAPA may also disclose this information to designated health professionals or emergency assistance providers in the event of an emergency while Participant is on the Program. Participant understands and acknowledges information disclosed to third parties may later be re-disclosed by those third parties, outside the control of CEA CAPA. Participant knowingly consents to the disclosure of this health information.

## **12. Release of Information – GDPR (Programs in European Union Countries only)**

- a. For Programs in European Union countries, Participants must read the Protection of Personal Data Policy posted on the website. By signing this Agreement, Participant (i) acknowledges they have read the Protection of Personal Data policy; (ii) understands this notice; and (iii) knowingly consents for CEA CAPA to (x) use Participant's personal data (including sensitive data) for the purposes outlined in this notice, if the use does not come under one of the possible cases for exemption under country or EU law; (y) transfer Participant's personal data (including sensitive data) pursuant to the terms, conditions and limits specified under the provisions of article 49 (1) (a) of the EU GDPR, and more specifically to the United States of America, even if this country were not considered a safe harbor by the EU competent authorities; and (z) report to the appropriate authorities at Participant's Home



Institution, under applicable laws or regulations, any incidents including but not limited to: conduct and disciplinary concerns; if Participant becomes ill; suffers an injury; is hospitalized; becomes a threat to self or others; is the complainant or respondent of harassment, sex or gender-based misconduct, and/or criminal behavior; and any other situation that may impact Participant's Program participation.

### **13. Assumption of Risk**

- a. Participant shall educate themselves regarding the customs, standards, safety precautions and laws of any country in which Participant studies or seeks to travel during the Program. Participant acknowledges and understands that their ability to travel between and/or access countries, including the United States or their home country, may be postponed, denied or limited due to government laws, regulations, orders or actions that create travel restrictions over which CEA CAPA has no control.
- b. Participant understands and acknowledges that their participation in the Program or any independent travel they engage in during the official Program dates may involve risks, including but not limited to (i) becoming sick, injured, unwell, incapacitated, permanent disablement or death; (ii) arrest or imprisonment for violation of local laws; (iii) being the victim of crime or harassment; (iv) loss, theft or destruction of personal property; (v) inadequacy or unavailability of medical facilities, treatment and/or medical professionals; (vi) use and condition of various modes of transportation, premises, facilities and equipment; (vii) lack of or inadequacy of policies, rules or regulations in the country of study or travel, or by the Program; and (viii) other risks unknown to CEA CAPA and not reasonably foreseeable at this time.
- c. Participant accepts all risks as described above, known and unknown, foreseeable and unforeseeable, in any way connected with the Program and associated with travel in, to and among foreign countries. Participant assumes all responsibility for their personal safety at all times, and agrees that CEA CAPA is not responsible for Participant's personal safety, acts of third parties, and/or imposition of governmental laws, regulations, orders, or actions. Participant assumes personal responsibility for any liability, injury, loss, or damage in any way connected with the Program.

### **14. Force Majeure**

- a. CEA CAPA shall not be liable for any failure to perform or delay in performing its obligations under this Agreement if such failure or delay is caused by events beyond its reasonable control, including but not limited to acts of God, political unrest, war, terrorism, crime, strikes, lockouts, labor disputes, civil disturbances, protests, border closures, public health emergencies, pandemics, quarantine, natural disasters, government regulations, travel restrictions, or advisories, laws, orders or regulations ("Force Majeure").
- b. In the event of a Force Majeure occurrence, CEA CAPA reserves the right to modify, suspend, or cancel the Program.
- c. CEA CAPA will not be liable for any losses, damages, or claims arising from program modifications, cancellations, or delays due to Force Majeure events.
- a. In the event of a Force Majeure occurrence, neither CEA CAPA, its School of Record, Participant's Home Institution nor Partner Institution can guarantee that all academic requirements or coursework will be fulfilled. CEA CAPA will make good faith efforts to offer alternative instructional methods, including virtual or online

coursework on consultation and subject to Participant's Home Institution's approval.

### **15. Indemnification**

- a. By signing this agreement, Participant agrees to release, indemnify, and hold harmless CEA CAPA, its trustees, officers, employees, agents, and affiliates from any and all claims, demands, actions, or liabilities, including legal fees, arising out of or related to (i) personal injury, illness, or death occurring during participation in the Program, including travel to and from the host country; (ii) damage to or loss of personal property; (iii) actions or omissions by third parties, including host institutions, housing providers, transportation providers, hotel, excursion or activity providers, or other service vendors; and (iv) Participant's own actions, including violations of local laws, program rules, or misconduct. This indemnification applies to any claims arising from events beyond CEA CAPA's reasonable control, including but not limited to natural disasters, political unrest, or acts of terrorism.

### **16. Severability**

- a. If any provision of this Agreement is held to be invalid or unenforceable, that provision shall be enforceable in part to the fullest extent permitted by law, and such invalidity or unenforceability shall not otherwise affect any other provision of this Agreement.

### **17. Applicable Law**

- a. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, without regard to its conflict of law principles. Any disputes arising out of or related to this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts located in Maricopa County, Arizona, and the parties hereby consent to the personal jurisdiction of such courts.

### **18. Miscellaneous**

- a. All waivers, documents and/or consents, including the Program Housing Agreement Addendum ("Ancillary Documents") signed by Participant during the Program and this Agreement contain the entire agreement between CEA CAPA and Participant with respect to the Program, supersede all prior agreements, representations, and understandings, whether written or oral, and may not be modified or altered except by written instrument signed by the parties. If any provision of this Agreement is inconsistent with any provision of the Ancillary Documents, then the provision in this Agreement will govern.

### **Acknowledgment and Signature**

By signing this Agreement, Participant acknowledges that they have read, understood, and agreed to abide by the terms and conditions set forth.

**Participant Name (Printed):** \_\_\_\_\_

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

**Date:** \_\_\_\_\_

## **Acknowledgment and Signature of Parent/Guardian (if applicable)**

**Parent/Guardian Name (Printed):** \_\_\_\_\_

**Parent/Guardian Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Relationship to Minor:** \_\_\_\_\_

### **Program Housing Agreement Addendum**

This Program Housing Agreement Addendum (“Addendum”) outlines specific housing requirements and expectations for Participants on a CEA CAPA Program. By signing this Addendum, Participant agrees to comply with these housing requirements and expectations, as well as the Policies in general, which are incorporated herein by reference and constitute a material term of the Agreement and this Addendum. Failure to comply with this Addendum and the Policies shall be deemed a breach of the Agreement.

#### **1. Mandatory Program Housing Requirement**

- a. Upon enrollment, Program Housing is automatically provided for Participant during the published dates of the CEA CAPA Program, but preferences are not guaranteed.
- b. Participants may opt out of Program Housing and elect to live in Independent Housing subject to their Home Institution's approval, if required, and on the condition an Independent Housing Waiver form is submitted. Independent Housing is outside the scope, control and oversight of CEA CAPA and therefore, CEA CAPA will have no obligations to provide housing support services to Participant in connection with Independent Housing. To request Program Housing preferences or to elect Independent Housing, Participant shall complete the Student Housing Application on the Student Portal (as well as an Independent Housing Waiver if electing Independent Housing) no later than the established deadline as indicated on the Student Portal.

#### **2. Program Housing Assignment and Changes**

- a. Program Housing Assignments are based on availability, participant preferences (when possible), and program requirements. CEA CAPA will inform Participant of their Program Housing assignment with their address abroad, when that information becomes available. Program Housing assignment information may not be available until Participant arrives in the Program destination on the official first day of the Program.
- b. Changes to Program Housing are not guaranteed and will be subject to availability,



the capacity and capability of onsite staff to accommodate. Participant is responsible for the full costs associated with a Program Housing change.

- c. Unauthorized Program Housing changes are prohibited and may result in disciplinary action.
- d. Participant may not reside in Program Housing before or after the Program dates.
- e. CEA CAPA reserves the right to change Participant's Program Housing assignment at any time as required by local conditions or circumstances. Changes to Program Housing do not entitle Participant to a refund of any amount.

### **3. Payment and Financial Responsibility**

- a. Participant is responsible for paying all housing fees as outlined in their program cost breakdown, as well as supplemental housing fees.
- b. Participant is responsible for personal expenses such as utilities not included in the housing fees, laundry, incidentals and damages.

### **4. Behavior and Community Standards**

- a. Participant must adhere to CEA CAPA's residential community policies as stated in the Policies. Noncompliance with the residential community policies, and specifically, disruptive behavior, harassment, discrimination, or violations of local laws are grounds for disciplinary action, including removal from Program Housing and/or the Program.

### **5. Safety and Security Requirements**

- a. Participant must adhere to CEA CAPA's participant conduct policies that include safety and security requirements, as stated in the Policies. Noncompliance with the participant conduct policies are grounds for disciplinary action, including removal from Program Housing and/or the Program.
- b. Subletting or allowing unauthorized occupants is strictly prohibited.
- c. Unauthorized parties or gatherings are strictly prohibited.

### **6. Damages and Maintenance**

- a. Participant is responsible for maintaining their room in good condition.
- b. Alterations to the property (e.g., painting, installing fixtures) are not permitted, without prior approval.
- c. All repairs for damages caused by Participant, even if unintentional in nature, will be charged to the responsible Participant.
- d. All maintenance issues should be reported promptly to onsite staff or the designated housing coordinator.
- e. Participant is not permitted to conduct repairs themselves.

### **7. Independent Housing**

- a. It is Participant's sole responsibility to locate, arrange, secure and pay for

Independent Housing during the Program. CEA CAPA will not intervene on Participant's behalf should any problems or disputes arise in relation to Independent Housing.

- b. Participant must notify their designated CEA CAPA Site Specialist with their Independent Housing address prior to departure for the Program.

#### **8. Termination of Housing Agreement for Disciplinary Removal**

- a. CEA CAPA reserves the right to terminate the Program Housing agreement and remove Participant from Program Housing on the following grounds:
  - i. Violation of housing rules and policies.
  - ii. Non-payment of fees.
  - iii. Conduct endangering the safety or well-being of others.

No refunds will be provided in cases of disciplinary removal.

#### **Acknowledgment and Signature**

By signing this Addendum, Participant acknowledges that they have read, understood, and agreed to abide by the terms and conditions set forth.

**Participant Name (Printed):** \_\_\_\_\_

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

**Date:** \_\_\_\_\_

#### **Acknowledgment and Signature of Parent/Guardian (if applicable)**

**Parent/Guardian Name (Printed):** \_\_\_\_\_

**Parent/Guardian Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Relationship to Minor:** \_\_\_\_\_