

CEA CAPA Participation Agreement

CEA CAPA requires all Participants to read, accept and sign this CEA CAPA Participation Agreement (“Agreement”) to participate in a CEA CAPA Education Abroad Program. This Agreement is a legally binding contract between the Participant and CEA CAPA. The Participant should read this Agreement carefully before signing below.

Definitions

References in this Agreement to the following terms are defined as follows:

- a) "Applicant," "I," or "me" includes any individual who is applying to a CEA CAPA Program, or if a minor, the parent or legal guardian of the Applicant.
- b) "Participant," "I," or "me" refers to Applicant who has been accepted to a Program, or if a minor, the parent or legal guardian of the Participant.
- c) "CEA CAPA" includes CEA CAPA Education Abroad, Cultural Experiences Abroad, LLC, CAPA, CAPA: The Global Education Network, and its subsidiaries, respective trustees, directors, officers, employees, agents, volunteers, interns, successors, and assigns.
- d) "Home Institution" includes the institution of higher education in which the Applicant is enrolled at the time of applying to or participating in a CEA CAPA Program.
- e) "Affiliated 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.
- f) "Standard Program" refers to a program for which the onsite experience aligns with the CEA CAPA Website and is shared in its entirety with other CEA CAPA Participants.
- g) "Custom Program" refers to a program for which the onsite experience has been tailored based on a Custom Program agreement with a Home Institution for a particular group of their students.
- h) "Program" refers to either a Standard Program or Custom program.

Program Information

The information for Standard Programs, including but not limited to location, dates and deadlines, is available on the CEA CAPA Website at www.ceacapa.com, www.ceastudyabroad.com, and/or <http://www.capa.org> and/or on the Participant's Home Institution website (collectively or individually referred to herein as the "Website"). The information for Custom Programs, including but not limited to location, dates and deadlines, is based on a Custom Program Agreement between CEA CAPA and the Participant's Home Institution. It is distributed to Participants by the Participant's Home Institution, and it may be available on the Participant's Home Institution website. I understand and acknowledge it is my responsibility to review all information regarding my Program selection. Program Information is subject to change at any time.

Standard Program Administration

I understand and acknowledge that if I meet all financial and payment conditions, CEA CAPA will administer the Standard Program for the academic term(s) identified in the Program Information, review and provide an enrollment decision to the Applicant, enroll accepted Participant in the Program, arrange housing accommodation (unless independent housing is selected in the Housing Application), provide predeparture Program information, provide an orientation abroad, arrange the academic component of the Program, maintain the Participant's academic record, generate a grade report, and/or liaise with

Affiliated Institution and/or School of Record to issue an official transcript following the Program end date, provide support as needed and access to CEA CAPA personnel in the country or countries where the Program occurs ("Program Location"), coordinate emergency response services and perform other related services it deems necessary or appropriate.

Custom Program Administration

I understand and acknowledge that if I meet all financial and payment conditions, CEA CAPA will administer the Custom Program for the academic term(s) identified in the Custom Program Agreement between CEA CAPA and my Home Institution, which my Home Institution may share with me on my Home Institution's website or in Program materials provided to me by my Home Institution; enroll accepted Participant in the Custom Program; arrange housing accommodation (unless independent housing is allowed and selected in the Housing Application or if housing is not included in the Custom Program); provide pre-departure Custom Program information, provide a Custom Program orientation abroad; arrange the academic component of the Custom Program (where applicable); maintain the Participant's academic record, and generate a grade report, or liaise with Affiliated Institutions and/or the School of Record to issue an official transcript following the Program end date; provide support as needed and access to CEA CAPA personnel in the country or countries where the Program occurs ("Program Location"); coordinate emergency response services; and perform other related services it deems necessary or appropriate.

Voluntary Application and Participation

I understand and acknowledge application to a Program is voluntary. Acceptance in the Program is contingent on meeting the designated Program eligibility requirements by the established deadlines as listed on the Website.

Participation in the Program is voluntary, and I can withdraw from the Program at any time, subject to the financial penalties and withdrawal policies listed on the Website, as well as those of my Home Institution. I understand and acknowledge I must provide notice in writing to CEA CAPA of my intent to withdraw.

I understand and acknowledge that I must read, sign, and submit this Agreement to CEA CAPA by the designated deadline. Failure to submit this Agreement by the deadline will automatically make me ineligible for Program participation, subject to the financial penalties and withdrawal policies listed on the Website, as well as those of my Home Institution.

Right to Rescind Admission or Dismiss a Participant

CEA CAPA reserves the absolute right to rescind my admission to a Program or similarly dismiss me from a Program if, after acceptance to the Program, CEA CAPA learns of any of the following about me:

- a) Failure to meet any financial and/or payment requirements by established deadlines.
- b) Falsification of information on the CEA CAPA Application and/or any supplemental documents required by the Program.
- c) Conduct that violates the [CEA CAPA Participant Policies and Community Standards](#), or an academic violation that results in conduct sanctions, probationary period, or expulsion.
- d) Academic status is no longer considered to be in good standing.

- e) Conduct that is incompatible with the safety or welfare of others and/or myself, or if I become a threat to my own health, wellness, safety or welfare or that of others.
- f) Arrest, warrant for arrest, bench warrant, criminal conviction or incarceration.
- g) Conduct that in any way undermines or damages Program interests, operations, or working relationships with Affiliated Institutions, contractors, vendors or members of the community.
- h) Physical health, mental health or personal condition, which in the reasonable opinion of CEA CAPA, may put me at risk; if I may be a harm to self or others; if I may require support or resources which CEA CAPA cannot reasonably provide; if I demonstrate inability to manage my condition(s) independently; if I demonstrate inability to adapt to challenging situations; and/or if I create a burden or require resources not required or necessary to maintain other Participants.

Conditional Participation Agreements

CEA CAPA reserves the right to set forth additional terms to my participation in a Program and/or require additional documentation for participation prior to and/or after an admission decision when it learns of any of the situation(s) listed in the “Right to Rescind Admission or Deny Participation” clause above that pertains to me. A Conditional Participation Agreement may be implemented where applicable, and I understand and acknowledge I must agree to the terms listed in it to participate in the designated program. Failure to do so will result in my dismissal from the program, subject to CEA CAPA withdrawal policies listed on the Website.

CEA CAPA Policies and Requirements

CEA CAPA’s Policies and Requirements are available on the Website at <https://www.ceastudyabroad.com/student-policy>, which are incorporated herein by reference as “Policies” and which constitute an important part of this Agreement. These Policies include Program Application Requirements, Housing Application Requirements, Participant Policies and Community Standards, and Fiscal and Payment Policies. I understand and acknowledge all Policies are subject to change at any time without prior notice.

As a Participant on a Program, I understand and acknowledge that I am required to comply with all Policies, including 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. If dismissed, I will be subject to CEA CAPA’s Fiscal Policies and will not be eligible to receive a refund of any kind.

I understand and acknowledge my Home Institution rules and regulations still apply while participating on a CEA CAPA Program, regardless of whether I am taking a Leave of Absence to participate in the Program. Any breach of the rules and regulations of my Home Institution may result in additional disciplinary action by my Home Institution. CEA CAPA reserves the right to notify appropriate officials at my Home Institution of any Policy violation.

Communication

As a Participant in the Program, I will receive ongoing communication from CEA CAPA both in preparation for and through the duration of my Program. Important Program information may be sent 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. I understand that I must have

a working cell phone while abroad and consent to receiving this messaging and communication from CEA CAPA.

Participants are not permitted to unsubscribe from CEA CAPA's advising and Program messaging at any point leading up to or during the Program. If I unsubscribe, ignore, or block communications from CEA CAPA, or if I do not provide accurate or updated contact information to CEA CAPA, I understand and acknowledge that I will be responsible for any missed information, emergency instructions or emergency advice, and I understand and acknowledge that I will be responsible for researching, understanding, and adhering to the information that was missed. I further agree that CEA CAPA may add my name and email address to an email distribution list which will be shared with other Participants on my Program, unless I notify CEA CAPA in writing otherwise.

Academic Responsibility

Academic Policies for Standard Programs are outlined on the Website under CEA CAPA Participant Policies. My Home Institution may have different and/or additional academic requirements and policies, and it is my responsibility to know and understand how they may impact my abroad Program. Academic coursework for Custom Programs may be provided by my Home Institution, CEA CAPA, or a combination of both; and the Custom Program Academic Policies will align with the institution providing the course.

I understand and acknowledge in the event the Program is closed or suspended due to circumstances beyond the control of CEA CAPA that CEA CAPA, its School of Record, my Home Institution, or any Affiliated Institution cannot guarantee the issuance of a transcript. Academic requirements are established by the Program and/or Affiliated Institution, CEA CAPA has no control over the academic requirements of the Home Institution or Affiliated Institution. CEA CAPA cannot waive, alter, or modify the academic requirements established by the Home Institution or Affiliated Institution.

Academic and Residential Life Accommodation Requests

Requests for academic and residential life accommodations ("Accommodations"), as outlined on the Website in the Academic and Residential Life Accommodation Policy, must be accompanied by documentation of need from the Participant's Home Institution's Disabilities Office or similar entity. I understand and acknowledge Accommodations are not guaranteed as a part of the Program and are subject to availability at the Program and/or Affiliated Institution. Requests for Accommodations must be submitted to CEA CAPA before the designated deadline to allow CEA CAPA sufficient time to investigate reasonable Accommodations in the Program location. I understand and acknowledge any costs associated with Accommodations are the financial responsibility of the Participant. If I withdraw from the Program due to lack of availability of or insufficient accommodations, I will be subject to CEA CAPA's withdrawal policies as listed on the Website.

Program Housing and Residential Community Requirements

If my selected Program includes Program Housing, I understand that I may select to reside in an apartment, a residential community, a *residencia*, or with a host family, where available, as part of my Program and arranged by CEA CAPA ("Program Housing"). Or if allowed by my Home Institution, I may select to live in Independent Housing (see "Independent Housing" below). I understand and acknowledge that I must apply for Program Housing by the established deadline on the Website. Before applying for Program Housing, I agree to read the Program Housing information described on the Website as well as

in the Program Housing application. I understand and acknowledge that while Program Housing is guaranteed (where available) for the duration of the Program, personal preferences are not. I agree to accept the Program Housing offered and assigned to me.

CEA CAPA will inform me of my Program Housing assignment and address when that information becomes available, and I understand and acknowledge that my Program Housing assignment information may not be available until I arrive in the Program location on the official first day of the Program. CEA CAPA reserves the right to change my Program Housing assignment at any time, as required by local conditions or circumstances. Program Housing is guaranteed only for the published CEA CAPA Program dates for the selected Program.

Changes to Program Housing assignments may not be possible during the Program. Change requests are subject to availability. I understand and acknowledge that all costs associated with a Program Housing change, when possible, is my sole responsibility.

Residential Community Policies are listed on the Website. During the Program orientation, Program Housing practices, rules and regulations will be confirmed, and a Program Housing Agreement, listed on the Website, may also be presented for my review and signature.

Independent Housing

While Program Housing is guaranteed, I understand and acknowledge that I may choose to live in housing that I arrange and pay for myself, if permitted by my Home Institution's policies, and that is outside the scope, control or oversight of CEA CAPA ("Independent Housing"). I understand and acknowledge I must complete the Program Housing Application, select Independent Housing, and complete the Independent Housing Waiver prior to any established deadlines, or I will be automatically assigned Program Housing and be held responsible for all associated costs. Further, I may need approval from my Home Institution to live in Independent Housing, and I must secure that approval before completing the Housing Application.

I understand and acknowledge it is my sole responsibility to locate, arrange, secure and pay for Independent Housing during the Program. CEA CAPA will not intervene on my behalf should problems or disputes arise with a landlord, neighbor, roommate, leasing company, utility company or other. I must provide CEA CAPA with my Independent Housing address prior to departure for the Program, as well as check-in with onsite staff and provide any updated contact information within 24 hours upon arrival.

Release of Academic Information and Education Records

CEA CAPA may release the 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 Participant's Home Institution(s) or Affiliated Institution(s) as needed to administer enrollment and participation in the Program. Participant reserves the right to request identification of any such records shared, including when they are released and to whom.

CEA CAPA, in its sole discretion, may notify Participant's Home Institution regarding any academic concerns that arise, including, but not limited to, attendance, engagement, academic performance, and academic honesty violations.

CEA CAPA will produce a grade report or (if required by the home institution) transmit grades to the School of Record Registrar to produce an official transcript of the academic work completed in the Program. These grades are transmitted to the appropriate official(s) at the Participant's Home Institution for a review of how the credits will satisfy the Participant's degree requirements. By signing this Agreement, I knowingly consent to the release of this academic information.

Release of Health Information

I understand and acknowledge that I am solely responsible for my personal health while on a Program, including but not limited to, managing my health condition(s), medication(s), treatment, accommodation, and reporting any issues as they arise to a CEA CAPA team member.

CEA CAPA will disclose on an as-needed basis the information that I provide on the mandatory Health Information Form to designated CEA CAPA employees, Affiliated 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 I am on the Program. I understand and acknowledge information disclosed to third parties may later be re-disclosed by those third parties, outside the control of CEA CAPA. By signing this Agreement, I knowingly consent to the disclosure of this health information.

Release of Information – GDPR (Programs in European Union Countries only)

For Programs in European Union countries, Participants must read the [Protection of Personal Data Policy](#) posted on the Website. By signing this Agreement, I acknowledge that I have read the Protection of Personal Data policy, I understand this notice, and I knowingly consent for CEA CAPA to: a) use my 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; b) transfer my 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; c) report to the appropriate authorities at my Home Institution, under the applicable laws or regulations (including but not limited to Title IX, HIPAA, and the Clery Act), any incidents including but not limited to: conduct and disciplinary concerns; if I become ill; suffer an injury; am hospitalized; become a threat to self or others; am the complainant or respondent of harassment, sex or gender-based misconduct, and/or criminal behavior; and any other situation that may impact my participation on a CEA CAPA Program.

Reporting to Home Institutions and Emergency Contacts

CEA CAPA maintains its right, in its sole discretion, to inform appropriate officials at Participant's Home Institution, or designated emergency contacts, regarding concerns, incidents and emergencies related to Participant's health, safety, and wellbeing, as well as issues, concerns or emergencies regarding Participant's academics, housing, conduct and status on the Program, as it relates to their participation in the Program. CEA CAPA's reporting rights surpass any and all privacy regulations that may otherwise apply. By signing this Agreement, I knowingly consent to the disclosure of this information.

Reports of Sex or Gender Harassment and Sexual Misconduct (Title IX)

CEA CAPA team members are mandated reporters and support Home Institutions in maintaining the U.S. Department of Education's Title IX compliance while individuals are participating in a Program. CEA CAPA's policy on Sex or Gender Discrimination and Sexual Misconduct (Title IX) is listed on the Website under CEA CAPA Participant Policies and Community Standards. Therefore, I understand and acknowledge that CEA CAPA will report all incidents of sex or gender discrimination and sexual misconduct that may involve me to the designated Title IX official at my Home Institution. By signing this Agreement, I knowingly consent to the disclosure of this information.

Photo, Video and Social Media Release

I understand and acknowledge that CEA CAPA occasionally uses statements made by its Participants, their photographs, recorded audio, and/or recorded video for marketing purposes on its Website, social media platforms, in printed materials, and in other media. By signing this Agreement, I knowingly consent to such use of my statements, photographs, recorded audio and/or recorded video without prior notice.

Consent to Medical Treatment

If I am sick, injured or otherwise become unwell while participating on the Program and require medical assistance, I authorize CEA CAPA to take such action as it considers necessary to assist me. This may include, but is not limited to, arranging for transportation, referring me to medical providers, calling emergency services, securing appointments with medical providers, contacting the international travel health insurance provider or emergency assistance provider to open a case, and arranging for my return to my home country.

I release CEA CAPA from any liability relating to this medical care. I agree to provide the name of an emergency contact whom CEA CAPA may contact should CEA CAPA deem it necessary. If CEA CAPA incurs any expense on my behalf that is not covered by the Program international travel health insurance, I agree to make immediate repayment.

I hereby understand and acknowledge that this Agreement does not create any affirmative duty or responsibility for CEA CAPA to take any action should I become sick, injured, incapacitated or unwell while participating in a Program.

International Travel, Safety Risks and Personal Responsibility

Education abroad includes traveling to a country which may have different customs, standards, and laws than I am accustomed to in my home country. I understand and acknowledge it is my sole responsibility to educate myself about the customs, standards, safety precautions and laws of any country in which I study or travel during the Program. My ability to travel between and/or access countries, including the United States or my home country, may be postponed, denied or limited due to government laws, regulations, orders and actions that create travel restrictions over which CEA CAPA has no control and no ability to remedy.

There are certain dangers, hazards, and risks inherent in international travel, some of which are significant. I understand and acknowledge that my participation in the Program or any independent travel

I may engage in during the official Program dates may involve risks including but not limited to (a) becoming sick, injured, unwell, incapacitated, permanent disablement or death; (b) arrest or imprisonment if I violate and/or do not conform to local laws; (c) being the victim of crime or harassment; (d) loss, theft or destruction of my personal property; (e) inadequacy or unavailability of medical facilities, treatment and/or medical professionals; (f) use and condition of various modes of transportation, premises, facilities and equipment; (g) lack of or inadequacy of policies, rules or regulations in the country of study or travel, or by the Program; and (h) other risks unknown to CEA CAPA and not reasonably foreseeable at this time.

Assumption of Risk

I understand, acknowledge and accept 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. I understand and acknowledge that I am responsible for my personal safety at all times, and that CEA CAPA is not responsible for my personal safety, acts of third parties, and/or imposition of governmental laws, regulations, orders, or actions. I understand, acknowledge and accept personal responsibility for any liability, injury, loss, or damage in any way connected with the Program, and knowingly agree to release and not hold CEA CAPA responsible.

Program Changes and Cancellations

I understand that CEA CAPA or the Affiliated Institution reserves the right to make changes, cancellations, or substitutions to the Program for reasons including but not limited to (a) insufficient enrollment; (b) emergencies; (c) changes to environmental, health, safety or security conditions; or (d) changes based upon the best interest of the Program. I understand and acknowledge that any expenses incurred due to these changes, cancellations or substitutions are at my expense. If I choose to withdraw from the Program as a result, I understand that I will be held accountable to the established withdrawal policies and financial penalties outlined on the Website.

Force Majeure

I unconditionally release, waive, discharge and agree to hold harmless CEA CAPA from any claims for damage, injury, loss, or expense of any nature resulting from events beyond its control, including but not limited to acts of God, war, civil disturbance, strikes, protests, crime, terrorism, public health emergencies, pandemics, quarantine, natural disasters, government restrictions, laws, orders or regulations.

Indemnification

I release CEA CAPA from all liability for, and waive any and all claims for injury, loss, expense, or damage, including attorneys' fees, in any way connected with the Program ("Claim"), whether or not caused in whole or in part by the negligence or other misconduct of CEA CAPA. This release also applies to any claims for damage, injury, loss, or expense arising from the use of any vehicle or from the selection of, or from any act or omission by, any housing agency, host family, travel agency, transportation provider, hotel, excursion or activity provider, other vendor, Affiliated Institution, company or individual.

By signing this Agreement, I knowingly agree to indemnify CEA CAPA if I do anything that causes CEA CAPA to sustain financial loss or liability.

Binding Effect

This instrument shall be binding upon my personal representatives, heirs, beneficiaries, next of kin, or assigns and shall inure to the benefit of CEA CAPA and their respective successors and assigns.

Severability

If any provision (or portion of 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.

Applicable Law

Any action or suit brought relating to my application or my participation in a Program must commence and be maintained in the appropriate state court of Arizona, located in Phoenix, Arizona, or a federal district court located in Phoenix, Arizona, as applicable. The parties irrevocably consent to jurisdiction and venue in such courts for such purposes and agree not to seek transfer or removal of any action commenced in any such court and agree that Arizona law applies irrespective of any conflict of laws analysis. In the event either party hereto institutes an action or other proceedings to enforce any rights arising under this Agreement, the party prevailing in such action or other proceeding shall be awarded all reasonable costs and attorneys' fees payable by the other party. Such fees to be set by the court and not by a jury and to be included in any judgment or award entered in such proceeding.

Miscellaneous

All waivers, documents and/or consents ("Ancillary Documents") signed by me during the Program and this Agreement contain the entire agreement between CEA CAPA and me 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 CEA CAPA and me. If any provision of this Agreement is inconsistent with any provision of the Ancillary Documents, then the provision in this Agreement will govern. If any term or condition of this Agreement is held invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall not be affected. Questions regarding this Agreement may be directed to a CEA CAPA Enrollment Advisor.

Participant Acknowledgement

By accepting and signing this Agreement, I certify that, or if I am a minor, my undersigned parent or legal guardian certifies that, all the information I have provided on the Program application and to CEA CAPA for my participation on the Program is true and accurate. I agree to inform CEA CAPA as soon as I learn of any error or change to this information. I understand that any misrepresentation, irrespective of whether innocent or intentional, may result in rejection of my application and/or dismissal from the Program, irrespective of whether the Program has commenced or not.

I have read, understand, and agree, through signing below, that all terms and conditions in this Agreement, including but not limited to, this Agreement, Participant Policies, Requirements, and any Ancillary Documents adopted by CEA CAPA that are applicable during the tenure of the Program for which I am participating, are agreeable and understandable. I understand and acknowledge that this Agreement forms a legal and binding obligation between CEA CAPA and me. This Agreement will be effective as of the date stated below and shall be governed by the laws of the State of Arizona.