Agreement to Provide Services

This agreement is between the above-named student and the TENNESSEE CONSORTIUM FOR INTERNATIONAL STUDIES (TnCIS). TnCIS agrees to:

1. provide the Student with information regarding the program of his/her choice;
2. assist the Student with preparation for the program by providing written materials and a pre-departure orientation;
3. make rules and regulations concerning Student conduct that are designed to safeguard his/her health and well-being;
4. provide a program director and faculty to administer the program abroad and oversee the Student’s welfare at the foreign site;
5. upon successful completion of the program by the Student, assign grades for academic courses, and affect the transfer of credits to the student’s home institution if appropriate;
6. exercise reasonable care in planning the itinerary and selecting the program facilities. (NOTE: The program may not be able to duplicate standards of safety and accessibility found in the U.S.)

STUDENT AGREEMENT AND ASSUMPTION OF RISK

(Please INITIAL in the space following each item after you have read it)

By accepting a place on a TnCIS program abroad, the Student understands that being the age of legal majority, he/she must accept full responsibility for his/her own choices, decisions and behavior in the program setting. The Student understands and agrees that foreign travel presents risks to the student and his/her property. These can include, among others: unfamiliar or different terrain, climate, food and drink, customs, laws, social and sexual mores, safety practices and regulations, communications, criminal and law enforcement activities, disability access, traffic patterns, disease risks, and health care. The above-named Student, who is of sound mind and eighteen (18) years of age or older, agrees to:

1. inform himself/herself fully about the program, its activities and the expected risks involved in participation; _______
2. participate fully in the program by attending the mandatory student orientation, all required academic classes and excursions, remaining with the program and in program accommodations for the full academic term, and enrolling in at least one course (four courses for semester programs) for academic credit. Failure to participate fully in the academic program may result in the reduction of grade, the possibility of course failure, and/or expulsion from the program; 

3. recognize that participation in the program is voluntary and assume the inherent risks of travel abroad; 

4. reimburse TnCIS for all unrecoverable costs made on his/her behalf if he/she withdraws or is expelled from the program at any time; 

5. reimburse TnCIS for any emergency expenses paid on his/her behalf during the program; 

6. be subject to the laws of the host country and accept responsibility for informing himself/herself with respect to those laws; 

7. adhere to all standards of conduct as defined in the TnCIS program contract, and the student conduct, rules and regulations of the student’s home institution, and cooperate with all directives and precautions issued by the program administrator(s); 

8. refrain from the misuse of alcohol and any use of controlled substances or drugs of any type; 

9. disclose any current or past medical condition (failure to disclose may result in removal from the program); 

10. agree to indemnify, hold harmless, release and discharge TnCIS, their home institution, the Tennessee Board of Regents administrators, its Board of Regents and individual regents, its employees, agents and consortium partners from any and all claims and expenses, including attorney’s fees, for any injury, loss, or damage in any way related to or arising from the program abroad, including those related to travel to and from the program site, even if such injury, loss or damage is due to the negligence, whether ordinary or gross, of TnCIS, home institution, its employees, agents and consortium partners; 

11. agree that the released parties assume no responsibility for any liability, damage, or injury that may be caused by the student's negligence or willful acts committed prior to, during, or after participation in the program; 

12. accept termination of participation in the program abroad should his/her conduct be determined to be detrimental (see student contract) to the best interest of the program or TnCIS and/or dangerous to self or others. Termination is a decision left to the sole discretion of the Program Director, with the concurrence of the Executive Director of TnCIS and the home institution Student Affairs Vice President. The Student is expected to bear the expense of transportation to return to the United States, and will receive no refund of fees in the event of dismissal, nor will academic credit be granted. Student agrees that she/he must return to the United States immediately following dismissal from the program. Student shall not be permitted to remain in the host country or travel to any country other than the U.S. 

13. accept termination of the program operation should TnCIS deem it unsafe for students to remain in the host country due to political instability, potential or actual terrorist acts, war or any other circumstance. Termination of program operation is a decision left to the sole discretion of the Program Director and the Executive Director of TnCIS in consultation with the home institution.
14. affirmatively acknowledge that certain U.S. laws, including the Americans with Disabilities Act (ADA), and U.S. Constitutional Rights do not apply in foreign countries. 

15. inform himself/herself of the limitations of their private health insurance while travelling abroad and to further understand that the limited health insurance coverage included in the TnCIS program fee is basic in nature and does not cover major long term health issues. 

Do not sign this form until in the presence of a Notary

THIS DOCUMENT MUST BE NOTARIZED BEFORE IT IS SUBMITTED TO TnCIS

I have read, understand and agree to comply with the above.

Participant’s Signature __________________________________________ Date________________

(sign in ink)

Participant’s Printed Name __________________________________________

Before me, the undersigned authority, came the Grantor, who is eighteen (18) years of age or older, and acknowledged that he/she voluntarily dated and signed this writing, or directed it to be signed and dated as above. Done this _____ day of ____________, 20____.

State of __________________________________________

County of _________________________________________

NOTARY PUBLIC ________________________________________

My Commission Expires: ________________________________