

## FACULTY-LED STUDY ABROAD - CLEA

### STATEMENT OF RESPONSIBILITY

I, \_\_\_\_\_, have been accepted to participate in an NMU study abroad program. I accept my admission to the program and promise to abide by the following statement of responsibilities:

1. **Alcohol and Drugs.** As a participant in the NMU study abroad program, I must abide by host country laws and local institutional regulations with respect to alcohol and other drugs. Unless permitted by host country law and local institutional regulations, I will not possess, consume, furnish, or distribute any alcoholic beverages. Further, I understand that Northern Michigan University has a zero-tolerance policy with respect to the possession, use, manufacture, production, sale exchange, or distribution of illegal drugs. I am responsible for knowing and obeying the laws of the host country, as well as all local institutional regulations, regarding alcohol and other drugs. I understand that violation of law or policy may result in (i) immediate dismissal from the program; (ii) academic withdrawal from the University for the semester in progress; and (iii) disciplinary action upon my return to campus.
2. **University Policies.** I must abide by Northern Michigan University policies, including the NMU General Student Regulations, while enrolled in the program and I may be subject to disciplinary action for violations of those policies upon my return to campus.
3. **Host Country Customs.** I will abide by the laws and customs of my host country, community, institution and program. I know that I need to be sensitive to the social mores of the host culture.
4. **Dismissal.** If I seriously disrupt the group learning process, or if my behavior gives the program director reasonable cause to believe that my continued presence in the program poses a danger to the health or safety of persons or property, or impedes, disrupts or obstructs the programs in any way, I will face immediate dismissal. Alcohol, drugs and weapons related violations, assault and sexual or racial harassment, are so seriously problematic that dismissal is highly likely. For lesser infractions, the disciplinary procedure described in the "Disciplinary Withdrawal" section of the *Study Abroad Student Handbook* will apply. Before I may be removed from the program, I will have an opportunity to explain my conduct to the program director(s). A decision to dismiss me from the program would be final and no refund would be made. (Only applicable to NMU-sponsored study abroad programs.)
5. **Travel.** The University may make changes to the program itinerary, including cancellation, at any time and for any reason. I will be responsible for any loss due to such cancellation or change. The University is not responsible for penalties assessed by air carriers or any other associated costs based on operation and/or itinerary changes. If I travel independently and arrive after the start of the program, I am responsible for all academic consequences such as lost class time and assignments. The University may substitute hotel accommodations or housing at any time. Specific room and housing assignments are within the University's sole discretion. Because of the short duration of faculty-led programs, the faculty leader has the right to restrict student activities during non-program times. (Only applicable to NMU-sponsored study abroad programs.)

I must confirm departure and arrival times and locations with my program leader. If I incur a delayed arrival, I will notify my program leader or Office of Continuing Education personnel. My property is transported at my risk. The University is not responsible for travel delays and hassles.

The University is not responsible for any injury or loss I may suffer when I am traveling independently or am otherwise separated from any University-sponsored activities. If I become separated from the program group, for any reason, I will rejoin, at my own expense, the group at the first opportunity.

6. **Spouses/Partners and Children.** The university is not responsible for providing support for accompanying non-participants, i.e., spouses/partners and children. I must obtain overseas health insurance for any accompanying non-participants. Such persons cannot attend classes or other activities formally associated with the program. If such a person disrupts the program, it may be grounds for my dismissal.
7. **Health.** I will be responsible for my own health maintenance. In the event of serious illness, accident or emergency, I will inform an appropriate program official, so that assistance may be secured and so that my designated emergency contact may be notified.
8. **Non-Refundable Deposits.** I will be responsible for non-refundable deposits. I understand that my withdrawal after submitting the *Student Checklist* indicating my acceptance of admission may be very costly, and that my failing to turn in all completed acceptance materials and payments in a timely manner may result in my removal from the program.
9. **Withdrawal/Transfer.** If I withdraw or transfer from a program after accepting admission, I will be financially responsible for the non-refundable deposits and any non-recoverable costs incurred and/or committed by NMU on my behalf at the time of my withdrawal. I understand I am responsible for inquiring as to the estimated non-recoverable costs incurred and/or committed at the time of my withdrawal or transfer. If I withdraw after the program's first day, I will be financially responsible for the entire program fee.

If I withdraw or transfer, I will notify the Office of Continuing Education in writing. The date the written notification is received is the date by which the financial calculations will be determined. If a balance is due at the time of withdrawal, I will pay NMU to cover the expenses incurred to that point.

If I withdraw from the program prior to the program's first day, I will be required to withdraw from my course(s) and refunds for recoverable tuition and fees will be based on the University calendar.

10. **Waiver.** In the case of an emergency in which I cannot be reached, I authorize U.S. Embassies and Consulates to release information concerning my welfare and whereabouts to Northern Michigan University. In authorizing this release of information, I hereby waive 5 USC Section 522 (b) (8).
11. **Release of Claims and Indemnity.** For myself and all those who may claim through me, I release the University (and its employees and representatives) from liability for all injuries, illnesses, and losses, including death, I may sustain to my person and/or property, which are in any way connected to my program participation, except as regards any claim of "gross negligence" that is actionable under Michigan's Governmental Tort Liability Act. I further agree to defend and hold the University harmless with respect to any loss, claim or expense it may sustain by reason of my behavior as a program participant.
12. **Governing Law.** Any dispute arising from this Statement will be determined according to Michigan law.

**In signing this document I acknowledge that I have had an opportunity to ask any questions I have about it, that I have read and understand it, that I accept its terms, and that I have signed it knowingly and voluntarily.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Parent/Guardian Signature (if participant is under age of 18): \_\_\_\_\_  
 Date: \_\_\_\_\_