



Office of International Programs

International Study Agreement

Date: ____/____/20__

I, _____,
(Print Name)

agree to fulfill all academic and financial obligations incurred while participating in any international education program and I understand that failure to do so may affect my education abroad status and/or my status at Merrimack College. I understand that my participation in this international education program is completely voluntary and I am under no requirement by Merrimack College to participate. I further understand and agree to the following conditions:

1. **ADMISSION.** I shall qualify for admission to the program by satisfying all educational requirements, including, but not limited to, the GPA requirements for Merrimack College and my abroad program, adhering to the Community Standards, and the payment of applicable tuition and fees relevant to an international program.
2. **RELEASE OF INFORMATION.** I give permission to Merrimack College to obtain and release information to the host institution or third party agency as is appropriate to my application and participation in an abroad program including: letters of recommendation, permanent academic records, and other similar records for the purposes of placement, participation, continuation or termination.
3. **PROGRAM PARTICIPATION.** I understand that my participation in any program is contingent on my maintaining all eligibility requirements prior to and during the period of the program. If eligibility is not maintained, Merrimack College or the host institution may terminate my participation in the program. In addition, I am required to attend all mandatory pre-departure meetings organized by Merrimack College in advance of my departure.
4. **ACADEMIC EXPECTATIONS.** I will enroll in the required number of credit hours (or equivalent) to maintain both good academic standing while participating in the program and the visa or entry clearance requirements per my host country. I understand that failure to do so may jeopardize my participation in a program as well as my academic record at Merrimack College. I am responsible for submitting all forms required by Merrimack College and the host institution for each course for which transfer credit will be requested. I understand that additional information may need to be provided at the completion of the program before final credit approval is granted. I understand that course pre-requisites

required by Merrimack College and the host institution must be met and that course registration at the host institution is based on availability of offerings and cannot be guaranteed.

5. **PERSONAL CONDUCT.** I agree to conform to all applicable rules, regulations and policies of Merrimack College as outlined in the Student Handbook and by the Office of International Program materials, the host institution, the host country, and any third party agency.

I understand that Merrimack College has the right to withdraw a student from a program at any time because of violation of such rules, disruptive behavior, academic reasons, or for conduct that could bring the College into disrepute or legal jeopardy. Such decisions will be final and no refund will be made. I will not hold the College liable for any claims incurred by reason of failure or refusal to conform to the requirements or policies.

6. **PROGRAM CHANGES.** I understand and agree that any information about a particular program provided by Merrimack College, while based on Merrimack College's best information and belief, is descriptive only. Merrimack College reserves the right to make changes in any published itinerary whenever, in Merrimack College's judgment, conditions warrant, or if Merrimack College deems it necessary for the comfort, convenience or safety of participants.
7. **TRAVEL.** I understand that I will be traveling during the program by various modes of transportation including, but not limited to, plane, train, bus or van. I release Merrimack College, its employees, agents, trustees, and staff from any loss of property, injury or death during such travel.
8. **MEDICAL TREATMENT.** I agree that I am responsible for any medical treatment of any nature that I may require and I agree to accept all financial responsibility for such treatment. I have had an opportunity to consult with a medical doctor with regard to my personal medical needs. I certify that there are no health-related reasons or problems that preclude, restrict or recommend against my participation in a study abroad program. If I intend to seek special accommodations in order to participate in a program, I agree to make such requests to the Office of International Programs in an appropriate timeframe prior to my departure and comply with all College policies and processes relating to accommodation requests. I understand that failure to provide information in a timely manner may delay or prevent the College from providing reasonable accommodations where necessary.

Merrimack College may (but is not obligated to) take any actions it considers to be warranted under the circumstances regarding my health and safety. I agree to pay all expenses related thereto and hereby release Merrimack College from any liability for any such actions. Merrimack College may also contact my parent(s) or other designated emergency contact, and disclose otherwise confidential or

private information, including, but not limited to, medical information if such disclosure is necessary or desirable in order to assist or resolve an emergency involving me while on a study abroad program.

9. **INSURANCE COVERAGE.** I understand that I am required to maintain adequate health, accident, disability, hospitalization, and travel insurance during the enrollment period and must provide documentation of insurance, which includes evacuation and repatriation coverage, to Merrimack College prior to departure. I am responsible for filing and negotiating all insurance claims directly with my insurance company or companies in the event necessary.
10. **GENERAL RELEASE AND WAIVER.** I expressly understand and agree to hold harmless, defend and indemnify from any and all liability for inconvenience, damage to or loss of property, medical or hospital care, or injury, illness or death during the period of the program caused by the negligent actions or inactions of Merrimack College and its staff, employees, agents, attorneys, and Board of Trustees.
11. **LEGAL RESPONSIBILITIES.** I understand that I must comply with the laws and appropriate cultural conduct of the countries I am visiting. I agree to conduct myself in a manner that will comply with the regulations of my host institution, program administrator(s), and Merrimack College. If I experience legal problems with any foreign nationals or governments, I will attend to the matter personally with my own personal funds. Merrimack College does not guarantee what, if any, assistance it can provide under such circumstances.
12. **RESPONSIBILITY DURING FREE TIME.** I understand that during free time within the period of the program or before the period of the program I may elect to travel independently at my own expense. If I choose to travel after the completion of the program, I understand that any obligations of Merrimack College shall cease. If I choose to travel prior to or during the program period, I agree to inform Merrimack College of my travel plans and understand that Merrimack College is not responsible for me during non-program related travel. I understand that any activity or travel in which I choose to become involved outside of the program will be at my own expense and risk. While Merrimack College employees may provide participants with information regarding extra-curricular activities or travel, in no way does this represent a Merrimack College endorsement of those activities or destinations.
13. **FAMILY INVOLVEMENT.** I understand that it is my responsibility, to provide my parents/guardians/significant others with important information about my involvement in any program and/or travel. I give permission to Merrimack College to share information with my parents or guardians as necessary for my health and safety in the sole judgment and discretion of Merrimack College.

14. **USE OF PHOTOGRAPHS OR WRITTEN REPORTS:** I authorize and agree to the reasonable use by Merrimack College of any photographs that may be taken of any aspect of the program and may include my image, as well as any written comments or reports submitted to Merrimack College by me.
15. **CHOICE OF LAW.** The laws of the Commonwealth of Massachusetts shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.
16. **HEADINGS.** Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof and are for convenience only.
17. **WAIVER.** Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.
18. **INVALID PROVISIONS.** If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

The Student:

For Merrimack College:

Signature & Date

Signature & Date

If the student is under the age of 18, Parent/Guardian signature is required below:

Signature & Date
