

STUDENT AGREEMENT AND RELEASE

Amideast and the undersigned¹ participant (“Student”), acknowledge, and agree to the terms and conditions stated in this Student Agreement and Release (“Agreement”) relating to the Student’s participation in the Amideast Education Abroad Program in the MENA (“Program”) that is organized and operated by Amideast and local partner institutions and organizations (“Partners”). Adult(s) and their resident children and other family members who volunteer to host a Student for the Program term, if applicable, are referred to as the Host Family (“Host Family”). The country in which the Student’s Program takes place will be referred to as the Host Country (“Host Country”). The academic institution at which the Student is primarily enrolled at time of participation in the Program is referred to as the Home Institution (“Home Institution”). The country of the Home Institution’s primary location is referred to as the Home Country (“Home Country”).

The Amideast Education Abroad Programs in the MENA Student Agreement and Release is divided into five parts, with appendices:

1. Academic Requirements & Policies
 2. Student Responsibilities and Code of Conduct
 3. Multiple-Term Policies
 4. Legal Considerations
 5. Procedures in the Event of a Violation of Amideast Education Abroad Programs in the MENA Student Agreement and Release
- Appendices

¹ The Student agrees to the Student Agreement and Release by signing in Amideast Education Abroad’s Student Portal.

Part 1: Academic Requirements & Policies

Academic Policies

The Student is governed by the following policies:

- Policies set by Amideast in consultation with the Amideast Education Abroad Academic Consortium and Program Staff, and
- Policies set by Amideast Education Abroad's School of Record and any academic partners in the Host Country.

In cases of conflict among two sets of policies, the more stringent policy shall apply in every case, except where explicitly stated below. It is the sole responsibility of the Student to become familiar with these policies and with any other policies that may be imposed by their home institution. It is also the sole responsibility of the Student to obtain complete information about and follow home institution policies regarding the assessment of academic work completed through Amideast programs, any awarding of credit towards the Student's degree or program, and applicable codes of conduct.

Academic Accommodations

Amideast is dedicated to providing students with reasonable academic accommodations whenever possible. Academic accommodations are modifications or services that give Students with disabilities opportunity to benefit from the educational process. Academic accommodations may include:

- Changes to a classroom environment or task that permit a student with a disability to participate in the educational process,
- Modifications to policies, practices, or procedures, and
- Other adaptations or modifications that enable a student to enjoy the benefits and privileges of the Program.

A Student who may need an academic accommodation based on the impact of a disability should include this information in the Accommodations questionnaire in their Student Portal, including a formal accommodation letter from their home institution (where applicable) prior to the start of the term. If the Student experiences problems obtaining academic accommodations in the Host Country, they should notify Amideast Education Abroad staff at Amideast Headquarters as soon as possible with information about any such problems. Any student with questions or concerns about academic accommodations should contact EdAbroad@amideast.org as early in the pre-departure process as possible to begin a dialogue with staff and faculty.

Academic Honesty

The Student must not engage in any form of academic dishonesty or misconduct as defined below.

- **Plagiarism:** The assumption or reproduction of ideas, words, or statements, in whole or in part, of another person or entity without due acknowledgment. This includes abusing translation software for courses taught in Arabic or French.
- **Self-Plagiarism:** The submission of the same work for academic credit more than once.
- **Fabrication:** The falsification of data, information, or citations in any formal academic exercise.
- **Deception:** Providing false information to an instructor concerning a formal academic exercise, e.g., giving a false excuse for missing a deadline or falsely claiming to have submitted work.

- **Cheating:** Any attempt to give or obtain assistance in a formal academic exercise without due acknowledgment.
- **Sabotage:** Preventing others from completing their work.

Amideast and our Partners shall evaluate cases of academic dishonesty and appropriate sanctions on a case-by-case basis. Academic dishonesty can lead to failure of a course and/or probation or expulsion from the Program.

Three important principles are at the core of academic integrity and are expected to be followed:

1. Each Student must complete all quizzes, tests, and final examinations without assistance from another person, without looking at or otherwise consulting the work of another person, and without access to notes, books, or other pertinent information (unless the professor has explicitly announced that a particular test is to be taken on an “open-book” or “open-notes” basis).
2. No Student(s) may submit the same written work in more than one course or more than once in the same course, nor may work for which the Student has already received previous academic credit be submitted to satisfy a course requirement of an Amideast Program.
3. Each Student must document their use of another person’s work must be documented in any papers, oral presentations, or other assignments carried out in connection with a course.

Academic Records

Upon completion of the Program, the onsite Amideast Education Abroad staff sends final course grades to Amideast Headquarters. Amideast issues either an Amideast grade report or a transcript from Amideast Education Abroad’s School of Record for each individual Student. The Program grade report, the format of and calculation methods for which the Amideast Education Abroad Programs Academic Consortium periodically reviews and approves, is the official report that Amideast provides for each Student on an Amideast Education Abroad Program. In addition, each Program grade report is accompanied by a Grade Report Explanatory Letter.

Inquiries about final grades or the status of grade reports or transcripts should be directed to Amideast Education Abroad staff in Washington, D.C. (EdAbroad@amideast.org), not to Host Country Program staff, professor(s), the School of Record, or other Partners.

Home institutions typically receive grade reports from Amideast approximately four (4) to six (6) weeks after the Program end date; however, there are sometimes factors that delay issuing grades. Alternatively, the Student can request (for an additional fee) a transcript issued by Amideast Education Abroad’s School of Record; these transcripts are typically issued eight (8) to ten (10) weeks after the end of the program.

Should a home institution advisor indicate that a Student needs to receive a transcript from the School of Record, Amideast will bill the Student (or in some cases the institution, although final responsibility for ensuring the bill is paid remains with the Student) for this fee on behalf of the School of Record. This fee is nonrefundable. Upon successful completion of a Program, Amideast submits grades and credits to the School of Record. A Student who has requested to receive a transcript (prior to the start of the Program) from the School of Record will be able to directly request transcripts from the School of Record. A request to receive a transcript from the School of Record for academic work completed on an Amideast Education Abroad Program can only be made prior to the start of the Program. The request is made on the Study

Abroad Advisor Recommendation Form (available on the Student Portal), which is submitted during the application process.

No Student's Program grade reports or School of Record transcripts will be released if the Student has any outstanding financial obligations to Amideast or to the Program site.

If the Student requires an additional copy or copies of their Amideast grade report, they should email EdAbroad@amideast.org. If the Student requires an additional copy or copies of their transcript from Amideast's School of Record, they should contact the Registrar's office at the School of Record directly. Under no circumstances will Amideast release an Amideast grade report to anyone other than the Student, the Student's home institution, or another institution to which the Student directs Amideast to release Program records.

Academic Standing

The Student is expected to maintain good academic standing during their studies with Amideast. This includes regular attendance of classes and other academic components of the Program. If the Student is accepted for an academic year Program or a summer Program following participation in a semester or academic year Program, the Student must complete the first term in good academic standing to enroll in the subsequent Program. A Student intending to participate in multiple terms must participate in the Program through the official end date and complete all academic work from the first term to be considered in good academic standing at the conclusion of the first term and continue to the second term.

Appeals, Petitions, and Grievances

Appeals and Petitions

If the Student wishes to appeal or petition any matter related to Amideast academic policies, Program requirements, or final course grades, the Student must submit a request in writing to the Director of Education Abroad at Amideast Headquarters (EdAbroad@amideast.org).

Appeals for final course grades must be submitted no later than three months after the last day of the Program and should include a detailed description of the reason for the appeal. The Student should also include any supporting evidence, including copies of relevant assignments. As a result of the grade appeal process, the final grade may be raised, lowered, or stay the same.

The Student should submit appeals or petitions via email to EdAbroad@amideast.org. If appropriate, the Student should copy any relevant onsite Amideast Education Abroad staff and the Academic Coordinator in the Host Country. Amideast Headquarters staff will review all appeals and petitions and issue a decision for each in writing (via email) after consultation with in-country staff and, if appropriate, the Student's Home Institution. The Student should not write directly to course instructors to appeal final grades, and course instructors do have the authority or responsibility to unilaterally change any Student's grades.

Appeals related to policies of the Student's Home Institution must be addressed to the Home Institution.

Amideast will serve as an intermediary between the Student and any local academic partner(s) regarding grade disputes as appropriate. Each Home Institution has the right to handle such cases involving its Student in the Program, should it choose to do so.

Grievances

Amideast encourages the Student to attempt to resolve grievances by first raising concerns to the person(s) or entity(s) involved in the grievance. If the issue is not resolved, a Student may file a formal grievance. To file a formal grievance, or to otherwise lodge an internal complaint about Amideast staff, faculty, a fellow student, or an appeal or petition decision, the Student should write to the Director of Education Abroad (EdAbroad@amideast.org). The grievance filing should describe the issue in detail, discuss the steps previously taken to resolve the issue, and provide sufficient detail for investigation. Amideast will investigate grievances based on information provided by the Student and other relevant parties and issue a written response. If the grievance relates to the Director of Education Abroad (or an individual serving that capacity, if the position is vacant), the matter will be managed by Amideast's Vice President of Programs (or an individual serving that capacity, if the position is vacant). If necessary, Amideast will convene a group of individuals who serve on the Amideast Academic Consortium to review the grievance.

Course Loads, Credit, and Grades

The Student is required to take a full course load as defined by each Program (usually the equivalent of 14–17 U.S. semester-hour credits for one full semester; summer and winter short-term Programs vary, depending on location and Program). At all times, if dropping a course means that a semester Student will be enrolled in fewer than 15 credit hours, the Student must obtain approval from a Study Abroad representative at their Home Institution. A semester student who wants to take a 14-credit load must indicate this in their Credit Load Questionnaire in their Student Portal and have their Home Institution complete the Credit Approval form (available in the questionnaire) to certify approval.

A semester Student may not register for more than 17 credits or fewer than 14 credits without approval from Amideast's Director of Education Abroad. Petitions to take more than the maximum 17-credit load or less than the minimum 14-credit load must be submitted in writing to Edabroad@amideast.org prior to the start of the Program; Amideast and its academic partners will review such appeals on a case-by-case basis. Please see the section on "Appeals, Petitions, and Grievances" in this Agreement for more details on submitting a petition.

Amideast and our academic partners do not typically permit any Student to repeat for credit an Area Studies or Regional Studies in French course that they have already completed on a previous Amideast Program. A Student who wishes to repeat a course must submit a written appeal to EdAbroad@amideast.org. This appeal will be reviewed by the Director of Education Abroad at Amideast Headquarters and the Academic Coordinator in the Host Country. Amideast must also receive written permission from the Student's Home Institution, where applicable, prior to permitting a Student to repeat a course. If a Student is approved to repeat a course, they must negotiate credit for the course directly with their Home Institution if such credit is desired.

A Student who participates in multiple terms and is enrolled in the highest level of Blended, Colloquial, or Media Arabic offered as part of a particular Program site during the first term will be automatically enrolled in the same level during the second term. Amideast permits each such Student to repeat each of these courses up to three times on Amideast Education Abroad Programs. The Student must negotiate additional credit for subsequent terms in the course directly with their Home Institution if such credit is desired.

Final authority for determining Amideast Education Abroad's published credit equivalency rests with the Amideast Director of Education Abroad. Final authority for awarding credit to an individual Student rests with the Student's Home Institution.

The Student must negotiate credit for volunteer activities and independent study projects directly with their Home Institution if such credit is desired.

Amideast Education Abroad awards grades for academic performance using a U.S. system of letter grades. Determination of the final grade, based on the documentation provided by Amideast and our Partners, is at the discretion of the Student's Home Institution. The Student's Home Institution may or may not post grades earned in Amideast Programs to the Student's transcript and may or may not include those grades in the Student's grade point average, at their sole discretion. Amideast recommends that every Student informs themselves prior to departure of the policies at their home institution governing such matters as well as pertinent changes and updates to such policies and takes no responsibility for lack of understanding of such matters by the Student or other entities.

A "non-credit" Student is one who is enrolled in the Program independently of a Home Institution and has agreed that their grade reports and/or transcripts will not be sent to any institution of higher education at the end of the Program. A non-credit Student is still required to complete all academic requirements of the courses in which they are enrolled on the Program. A grade report may always be requested of Amideast at a later date.

A Student enrolled as a non-credit student will receive a grade report upon completion of the program, but Amideast will not automatically send the grade report to a Home Institution. The Student will have up to five years after completing the Program to request that Amideast forward an official copy of their Amideast grade report to an institution of the Student's choosing. That institution has final authority regarding awarding credit.

Drop/Add Period and Withdrawal from a Course

Semester Term: The Student is typically permitted to drop and add courses during the first week of the semester, unless otherwise noted.

Please note:

- The Student can withdraw from courses on or before the end of the withdrawal period (typically indicated as "Last Day to Drop a Course Without Getting a 'W' on Transcript" on the academic calendar) without receiving a "W" (for withdrawal) grade on their grade report, provided they are still enrolled for the minimum number of credits required for the Amideast Education Abroad Program.

- Should a Student choose to withdraw from a course on or before this date, the course will not appear on the Student's grade report. After this date, no course may be deleted from the Student's permanent Amideast academic record. Courses dropped after this date will appear with the grade of "W" on the grade report.
- After the withdrawal deadline has passed (typically indicated as "Last Day to Drop a Course to Receive a 'W' Grade" on the academic calendar), the Student may not drop a course to receive a "W" on their grade report. After this date, a letter grade will be assigned based on the Student's performance in the course. A Student may receive a failing grade (F) if they stop attending a course, fails to take a final examination, and/or fails to turn in required work.
- **Notification:** All requests for withdrawal from courses must be submitted in writing to onsite Amideast staff (email is acceptable).

Summer and Short Term: The Student is not permitted to drop or add courses during summer or short-term Programs. Within the first two days of a summer Program, the Student may switch to a different Blended Arabic course with approval from the Arabic Coordinator and onsite Amideast staff.

Pass/Fail

Pass/fail registrations are not permitted in the Program.

Audit

With the approval of the Academic Coordinator, the onsite Amideast Education Abroad staff, the Home Institution study abroad advisor, and the faculty member(s) of the course(s) involved, a semester Student who carries a full course load for credit may audit additional course(s). A semester Student wishing to audit a course must indicate this in their Credit Load questionnaire in the Student Portal and have their Home Institution complete the Audit Approval form (available in the questionnaire) to certify approval. The Student is not permitted to change from audit to credit status or vice-versa after the end of the drop/add period. Amideast Education Abroad does not permit auditing courses in summer or short-term Programs. Individuals who are not currently enrolled in an Amideast Education Abroad Program are not permitted to audit courses.

Incompletes

In the rare instance that the Student is granted permission to leave the Program early for medical reasons or crises involving close family, and they have not submitted all required academic work, Amideast will assign one of two grades for any course(s) not completed:

- A grade of Withdrawal (W) if the Student leaves the Program prior to the withdrawal deadline.
- A grade of Incomplete (I) if the Student leaves the Program following the withdrawal deadline, misses exams and/or assignment deadlines that occur after their departure and has secured approval from the onsite Amideast Education Abroad staff and the Director of Education Abroad at Amideast Headquarters in D.C. to make up the missed work (based on a clear outline of requirements and due dates as noted below).

In cases where grades of Incomplete are requested and approved, Amideast will provide a written statement detailing the work that is required of the Student to complete the course(s). This statement will also include the date by which Amideast Education Abroad must receive the missing work. Amideast will assign a deadline date that is no more than one semester after the end of the course(s) in question. Amideast will also issue a grade report at the end of the initial term that includes one or more incompletes.

If the Student misses any deadline(s) to submit work for incomplete courses, all incompletes will automatically be converted to failing grades (F). If the Student meets all deadlines for a given course, the appropriate professor will grade the assignment(s) and report the new course grade(s) to the onsite Amideast Education Abroad staff.

Once all incomplete assignments are completed and assessed or the deadlines are missed, Amideast will send a new Amideast grade report to the Student's Home Institution, reporting the updated grade(s).

Requests for early departures must be submitted in writing to EdAbroad@amideast.org. If the Student does not submit and receive formal approval of a written request for an early departure, a grade of F will automatically be assigned to all incomplete courses.

Course Work


All course work must be turned in directly to the Amideast-assigned professor using the method(s) outlined in the course syllabus or by the professor(s) and/or Amideast staff or Partners unless the Student has received explicit, written instructions to the contrary. Work that a Student completes but does not submit using approved method(s) by the approved deadline(s) will not be considered complete or counted toward grades. Amideast strongly encourages the Student to keep hard copies of all assignments (including exams, papers, quizzes, and other graded work) not submitted via Amideast Online (Amideast's LMS) for one year after the official Program end date; electronic copies can be used to supplement the hard-copy versions of the work, but in the case of appeals processes, hard copies will take precedence.

Individual professors do not have the final authority to extend deadlines beyond syllabus dates, make special arrangements for any Student, or otherwise modify or make exceptions to Program academic policies. No Student is permitted to make alternative arrangements for deadlines for course assessments such as mid-terms, finals, or presentations with individual professors. The Student must make any such request(s) directly through the onsite Amideast Education Abroad Program Manager. Any special arrangement(s) that a professor(s) tentatively propose(s) must be submitted to the Academic or Arabic Coordinator and Amideast Education Abroad staff in the Host Country for review. The Amideast Director of Education Abroad will determine final approval of any special arrangements. It is the Student's responsibility to understand all site-specific regulations governing completion of work and departure from the Program site.

Attendance and Travel

Attendance

Amideast Education Abroad Programs are serious academic programs and the Student should not expect the term abroad to be any easier than a term on their home campus; in fact, the process that the Student must undergo to adjust to language differences and variations in teaching styles often demands even greater rigor. The Student is required to attend all regularly scheduled class meetings, Program excursions (excluding optional excursions), and class field trips. Irregular attendance, regular or repetitive tardiness, or unexcused absences may result in a lower course grade, failure of the course, and/or disciplinary action up to and including dismissal from the Program.



The Student is responsible for any work they miss because of absence(s). If the Student will miss a class, excursion, or field trip due to a family emergency, personal difficulties, or severe illness, the Student must notify Amideast Education Abroad staff and receive approval from Amideast in advance. In the case of unforeseen medical, safety, or other emergencies, the Student must notify the professor(s) and Academic Coordinator of the reason(s) for their absence as soon as feasible; Amideast expects students to be truthful about such circumstances and may require certification from any appropriate medical or public safety authority(s) before accepting absence(s) as legitimate. The Student should carefully review the Attendance Policy, posted in Amideast Online, to understand the responsibilities and consequences related to class attendance. Note that excused absences are determined by each Program's lead onsite Amideast Education Abroad staff member and, excepting true emergency situations, must be approved in advance to be considered excused; in some instances, a doctor's certification may be required.

Late Arrival to a Program

Any Student in an onsite Amideast Education Abroad Program is required to arrive at the Program location by the date specified in the Program's academic calendar on the Student Portal. If there are strong, valid academic reasons for a student to arrive late, the Student and their study abroad advisor from the Home Institution may submit a written request for late arrival to the Director of Education Abroad at EdAbroad@amideast.org. Such a request must be sent a minimum of two weeks in advance of the start of the term. Only the Director of Education Abroad may grant permission for such arrangements. If a request for permission to arrive late to a Program is denied, the Student is required to arrive at the Program location by the date specified or to withdraw from the Program (see Amideast's Financial Policies for financial penalties for withdrawal).

Early Departure and Leave of Absence

Any Student in an onsite Amideast Education Abroad Program must complete the Program and remain at the Program site until the end date specified in the Program's academic calendar on the Student Portal. This includes remaining at the Program site through the end of the Reflection period. The Student also must complete and turn in all academic work prior to the conclusion of the Program. This includes examinations, papers, group project reports, etc. A Student who departs prior to the Program's conclusion (the end of Reflection) or who fails to complete all required course work faces the possibility of receiving lower or failing grades in some or all of their courses.

The Amideast Director of Education Abroad will consider petitions for early departure only under special circumstances, such as a medical emergency involving the Student themselves, or if there is a dire emergency involving close family.

A Student who wishes to request a leave of absence from the Program site for a short period when classes are in session must present the request in writing to EdAbroad@amideast.org at least one month in advance (except in an emergency situation), together with the justification and plan for assuring the academic work missed will be made up and assignments turned in on time. Amideast will not automatically grant such requests but will consider all such requests that Students make.

Early departure and leave of absence requests are reviewed by the Director of Education Abroad and the onsite Amideast Education Abroad staff. They jointly make a final determination. If the Student wishes to petition for an early departure or leave of absence, they must submit a written request to the Director of Education Abroad at EdAbroad@amideast.org. Family gatherings, weddings, independent travel, interviews, internship/job start dates, conferences, etc., are not considered valid reasons for early departure or a leave of absence.

End of the Program

The Student understands and agrees that neither Amideast, Amideast staff, Amideast partners, nor the Host Family (if applicable) will be responsible for a Student who remains in the Host Country after the end of the Student's participation in the Program. At the end of the Program, the Student is free to travel either back to their home country or to other locations. After the day indicated as the departure day on the academic calendar (typically following the final day of the program), the Student is fully responsible for their own transportation, housing, insurance, and other logistical arrangements and finances.

The Student should note that after the departure day noted on the academic calendar, their Program-provided insurance coverage will end and they must arrange for accommodations outside of Amideast shared apartments or with Amideast host families. Under no circumstances is the Student permitted to remain in Program-provided housing after the final day of the Program. This is true even if a host family and/or landlord grants permission for a continued stay.

Excursions

Program excursions are not amenities, but vital components of the overall academic and cultural program. The Student is required to fully participate in all mandatory excursions on their Program. A Student who misses excursions may face disciplinary actions, which may include notification to the Student's Home Institution of a violation of Amideast's policies. Transportation departing the host city will not wait for late students, and if a Student misses the scheduled departure, they will not be reimbursed for the missed excursion. If, for any reason, the Student misses the return transportation for an excursion (or transportation for one leg of a multiple-location excursion), the Student is responsible for all expenses relating to their return or continuing transportation, including any fees incurred by Amideast for waiting for the Student for health, safety, and security reasons. The Student is not permitted to meet Program staff at the excursion location; rather they must travel on Program-provided transportation at the start of the excursion

If the Student chooses to participate in any optional excursion(s), the Student agrees to pay any additional charges in full prior to the departure date for such excursion(s).

Independent Travel and Visitors

Any Student in an onsite Amideast Education Abroad Program is expected to be present at the Program Site throughout the duration of the Program and attend all classes and events associated with the academic and co-curricular aspects of the Program. Amideast's policies regarding independent travel and visits from family and friends during the term abroad are based on the principle that Amideast crafts its Programs so that each component — including living situations, courses, excursions, social and service activities, etc. — is an integral part of the Student's overall academic experience. Therefore, to fully benefit from the time abroad, the Student must give each of these components their attention and treat them as parts of a comprehensive learning experience. It is the position of Amideast that frequent independent travel away from the Host Country/region and/or visits from family and friends during the academic term have the potential to negatively impact the academic nature of the Student's experience and their ability to adapt to the host culture as fully as possible.

Amideast **discourages** independent travel or visits that interfere with regularly scheduled class meetings, class field trips, Reflection, or during other times that might interfere with the Student's ability to devote sufficient time and energy to their studies and exploration of the host culture. Amideast strictly enforces the following policies:

- Absence(s) from any scheduled class session(s) for independent travel purposes are considered unexcused and subject to penalties laid out in the Attendance Policy. This is true even though the Student notifies Amideast of travel before it is undertaken.
- The Student may not make up quizzes, exams, or other assignments that they miss because of unexcused absences, including absences due to independent travel. The Student may not arrange for or take quizzes or exams, or turn in other assignments, at a time or on a date other than the regularly scheduled time and date. This is true for any unexcused absences, including absences due to visiting family members, a home country holiday, interviews, etc.
- Weekend independent travel, or independent travel on other days when no classes or other Program events are scheduled, is permitted, provided the Student submits fully complete and accurate required forms through Amideast Education Abroad's Student Portal.
 - The Travel Information Form requires that the Student submit a detailed itinerary as well as a plan for remaining in contact with the onsite Amideast Education Abroad staff in case of emergency.
 - Before planning travel, the Student should read and understand **Amideast's Travel Policy** on the Amideast Student Portal. Disregarding travel policies is considered a serious violation of the Student Agreement and Release.
 - Amideast may provide the Student with available information regarding the safety/security situation of places they intend to visit and reserves the right to advise against and discourage travel in specified cases. In cases where Amideast advises against travel, if the Student chooses to travel to these specific locations, Amideast may notify the Home Institution, scholarship provider(s), and/or emergency contacts that the Student plans to travel to a location that Amideast is advising against.
 - A Student traveling to a location to which Amideast **advises against travel (Level 2 locations)** must meet in person with onsite Amideast Education Abroad Staff at least **two weeks (14 days)** before the first day of the planned trip to discuss safety and security issues.
 - A Student traveling to a location to which Amideast **strongly advises against travel (Level 3 locations)** must meet in person with onsite Amideast Education Abroad Staff and sign a **Travel Waiver** as part of their Travel Information Form on the Student Portal at least **one month (30 days)** before the first day of the planned trip acknowledging that Amideast strongly advises against their planned travel and holding harmless Amideast and its agents and Partners for the duration of the travel. Failure to do so may result in disciplinary action up to and including dismissal from the Program.
 - A Student traveling to location to which Amideast **prohibits onsite Amideast Education Abroad Students from traveling (Level 4 locations)** must meet with Amideast Education Abroad staff and sign a Travel Waiver and submit a Travel Information form **at least six weeks (45 days)** before the first day of the planned trip acknowledging that Amideast strongly advises against their planned travel and holding harmless Amideast and its agents and Partners for the duration of the travel. Failure to do so may result in disciplinary action up to and including dismissal from the Program.
 - The travel policies apply to all travel outside of the host city, even travel that does not include an overnight stay.

- Failure to sign the Travel Waiver by the specified deadlines constitutes a violation of the Student Agreement and Release. A Student who travels outside the host city without informing Amideast by submitting a **Travel Information Form** according to the deadlines outlined in Amideast Education Abroad's Travel Policy will face disciplinary actions. All travel away from the Program host city is undertaken entirely at the Student's responsibility and risk.

Part 2: Student Responsibilities & Code of Conduct

While enrolled in the Program, the Student is considered at all times an ambassador for their Home Country, their Home Institution (if applicable), and Amideast. The Student agrees to abide by the Student Responsibilities and Code of Conduct set forth below. The Student understands and agrees that if they engage in conduct that violates this code, the Student shall be subject to disciplinary action.

The Student hereby acknowledges and accepts that Amideast has the authority at all times to establish rules of conduct necessary for the operation of the Program. The Student hereby assures Amideast that they shall comply with any rules of conduct made by Amideast or its Partners and act in an appropriate manner at all times.

The Student hereby agrees that they understand that continued eligibility for participation in the Program is conditional upon attendance at all orientation sessions, class meetings, and mandatory activities (including Program excursions), as well as maintenance of an adequate standard of academic work in the Program.

Accommodations for Religious Beliefs, Practices, and Observance

Amideast is dedicated to fostering an equitable, diverse, and inclusive community. Amideast Education Abroad Programs make reasonable, good-faith efforts to accommodate for religious observances as required by a Student's bona fide religious practice or belief without academic penalty unless granting the accommodation would create undue hardship² for Amideast.

Upon request, Amideast will grant the Student excused absences from classes, examinations, or other Program-organized activities for observance of religious holy day(s). It is the responsibility of the Student to review the academic calendar and course syllabi at the beginning of the term and to consult with Amideast Education Abroad staff promptly regarding any possible conflicts. To request an excused absence for religious observance, the Student must submit a written request to the onsite Program Manager at least two (2) weeks before the date of the religious observance(s). In consultation with D.C.-based and Host Country staff, personnel, Partner(s), and professor(s), the Program Manager will review

² Undue hardship is defined as significant difficulty or expense based on Amideast's resources and circumstances in relationship to the cost or difficulty of providing a specific accommodation. Undue hardship may refer to financial difficulty in providing an accommodation or accommodations that are unduly expensive, substantial, disruptive, or that would fundamentally alter academic requirements, or the nature or operation of Amideast's business.

the request and inform the Student if the absence from class or other Program-organized activity will be excused or unexcused.

Excused absences from classes or examinations for religious observances will not be counted against any attendance requirements, but they do not relieve the Student of responsibility for any part of the course work required during the period of absence. A Student whom Amideast grants an excused absence due to religious observance is responsible for working with their instructor(s) to complete assignments given/due during their absence and will be provided reasonable opportunity to make up work missed without penalty.

Examples of reasonable accommodations include: allowing for a make-up exam for the Student in question; altering the time of an individually assigned presentation; arranging for flexibility in assignment due dates; allowing for late arrival or early departure from a mandatory excursion; being excused from the attendance of a mandatory excursion; or housing accommodations that reasonably support a student's adherence to religious dietary restrictions.

Types of accommodations that cannot typically be honored include but are not limited to: additional nights in Program-arranged housing outside of the published Program dates, rescheduling exams or assignment due dates to allow for personal travel on non-holidays, or purchasing materials or services related to religious observances (e.g., dishes, food, transportation, clothing, etc.).

Alcohol and Drug Policy

Consumption of and intoxication from alcoholic beverages in the host countries where Amideast operates Programs is often culturally, religiously, and socially treated very differently than it may be in the Student's Home Country. In some Host Countries, possession of alcoholic beverages may be subject to severe legal sanctions; the Student is required to be familiar and in compliance with all local laws, including those governing the possession and consumption of alcoholic beverages.

An onsite Amideast Education Abroad Student who is of legal age in both their Host and Home Countries may consume alcoholic beverages, within reasonable limits, if (and only if) it is legal in the Host Country. However, the Student is responsible for their actions at all times. Amideast recommends against consuming alcoholic beverages to the point of intoxication and recommends practicing severe caution whenever consuming alcoholic beverages. The Student is strictly prohibited from distributing alcoholic beverages to other students who are not of legal drinking age or where this is otherwise restricted.

Amideast prohibits possession or consumption of alcoholic beverages in any of its facilities; this includes the possession of both opened and unopened alcoholic beverage containers. Amideast and our Partners will not permit a Student under the influence of alcohol to participate in any Amideast- or Partner-organized activity or excursion. In such cases, the Student will not receive a refund or credit for any missed activity. Consumption of alcoholic beverages is not permitted on any Amideast-contracted transportation vehicle or in any Amideast-contracted hotel room. For cultural and safety reasons, Amideast strongly recommends that the Student refrain from possessing and/or consuming alcoholic beverages in all Amideast-provided accommodations. In many cases, possession or consumption of alcoholic beverages may be prohibited in Amideast-provided accommodations. Any infraction or violation of this policy is considered serious and may result in disciplinary actions. Repeated, regular, or ongoing violations of this policy may, at Amideast's sole discretion, result in disciplinary dismissal from the Program.

Alcohol abuse is viewed by Amideast as a serious violation of the terms of participation and will be treated accordingly. There are degrees of abuse, including use of alcohol that:

- Negatively affects attendance or participation in classroom activities.
- Results in loud, disruptive, or offensive behavior, according to U.S., home country (if not the U.S.), or Host Country norms.
- Results in any of the following actions:
 - unconsciousness and/or vomiting
 - destructive, abusive behavior toward property
 - behavior that puts the Student or others in danger
 - hospitalization
 - alcohol poisoning
 - incarceration
- **Consequences:** These or similar infractions may, at the discretion of the onsite Amideast Education Abroad staff in consultation with the Country Director (or designee) and Director of Education Abroad, result in disciplinary actions up to and including immediate dismissal from the Program.

The Student is not allowed to buy, sell, use, or possess illegal drugs. “Illegal” means drugs that are prohibited by law in the United States and/or the Program’s Host Country. Any infraction or violation of this policy is considered serious and will result in the Student’s immediate dismissal from the Program.

The Student may only use drugs prescribed by their doctor and may not provide other Students or Host Country nationals with their personal prescription drugs. The Student agrees not to abuse or misuse any drug for which the Student may have a prescription.

The Student understands and agrees that the abuse of alcohol and drugs is detrimental to the Student’s health and well-being. Should it be necessary, Amideast encourages the Student to get necessary help from appropriate health professionals if either of these behaviors are present. The Student understands the risk of accident and injury are increased by the use and abuse of alcohol or drugs abroad.

Excessive alcohol consumption or violation of drug laws while abroad may have very serious consequences for the Student. While abroad, the Student is subject to the Host Country’s laws and regulations, which may differ significantly from those of the Student’s Home Country and may not afford the protections available to the Student under Home Country laws. Drug tests administered by Host Country authorities to those under suspicion of use, possession, and distribution will not differentiate between drugs legally consumed in a Home (or other) Country that remain in the Student’s system and drugs illegally consumed onsite. If the student is convicted of violating alcohol or drug laws while abroad, the Student can expect a lengthy jail sentence and significant fines. In addition to the criminal penalties the Student may face, the purchase or sale of illegal drugs greatly increases the risk of personal harm. Regarding events of arrest or detention by authorities, please refer to the “Compliance with Local Law” section.

Compliance with Local Law

The Student must be aware that every country has its own laws and standards of acceptable conduct, including dress, manners, morals, drug use, and behavior. In particular, political activities or use of alcoholic beverages or illegal drugs may subject onsite Students to significant civil or criminal penalties. The Student agrees to become informed of and abide by all such laws and standards of the Host Country of their Program and each country to or through which they may travel during the Program.

The Student understands that Amideast is not advising and will not advise them on any legal matters whatsoever. If the Student violates the law or standards of acceptable conduct and is arrested, the Student understands Amideast cannot secure their release from jail. The Student acknowledges and understands that should they have or develop a legal problem(s) with any individual(s), entity(s), and/or government(s), the Student has sole responsibility to attend to such matter(s) at their expense and with their own personal funds. If feasible and appropriate, Amideast may refer the Student to legal counsel and may provide temporary translation services, each at the Student's expense. Amideast assumes no responsibility to assist the Student in legal matters under any circumstances.

Consent to Medical Treatment and Notification

If a situation requiring immediate medical attention occurs, the Student hereby consents and authorizes Amideast staff or an adult Host Family member (if applicable) to obtain, at their sole discretion and without financial or other obligation or liability, any medical, dental, surgical, psychological, psychiatric, or hospital care or treatment determined by a health care provider to be necessary for the immediate welfare of the Student. In emergency situations when the student is incapacitated, the Student authorizes the health care provider to release to Amideast staff or an adult Host Family member (if applicable) all health care records pertaining to the Student.

In emergency situations, Amideast staff may determine that a limited disclosure of personal health information may be in the best interest of the Student. In these cases, Amideast may disclose health information to emergency contacts and/or representatives of the Student's Home Institution. Should a Student wish to withdraw permission for Amideast to disclose information or provide arrange for emergency care while participating on the Program, the Student should indicate this in writing by emailing EdAbroad@amideast.org.

Crime Victim Assistance

If an onsite Amideast Education Abroad Student is a victim of any crime while on the Program, the Student should immediately contact the onsite Amideast Education Abroad staff. Onsite Amideast staff will accompany the Student to the hospital, if necessary, upon being notified of the incident, unless other related or unrelated emergency situation(s) prohibit this. In addition, if desired by the Student, Amideast staff may help the Student file a police report with the local authorities, notify their embassy, and/or refer the Student to local counseling services. When notified of a crime involving a student, Amideast staff will file an Incident Report with Amideast Headquarters in Washington, D.C.

Dissimilarities or Differences in the Host Country

The Student understands and agrees that they must make continuous efforts to adapt to the culture and lifestyle of the Host Country throughout their time abroad. There may be significant cultural, economic, and lifestyle differences between the Student's Home Country and the Host Country, including, but not limited to, acceptable behavior with regard to age, sex, and gender, civil and criminal justice systems, matters related to identity and intersectionality, customs, health care services, living conditions, transportation systems, social values, and personal expression. Living conditions, including but not limited to economic circumstances and behavioral standards, may also vary among parts of the Student's host city and country. In addition to utilizing resources and support provided by Amideast, the Student is expected to be aware of and think in advance about strategies for maintaining resilience when confronted with these differences.

Emotional and Physical Stress

The Student understands that living and studying in another culture may create unexpected physical and emotional stress, which may exacerbate otherwise or previously mild physical and mental health issues. The Student should prepare to adjust to potentially dramatic changes in climate, diet, living conditions, and study conditions as these may be seriously disruptive to accustomed patterns of behavior. Amideast reminds the Student that studying and traveling abroad does not, in the opinion of the worldwide health community, provide an antidote to or escape from health and other problems experienced at home. The Student understands that they should inform Amideast about medication(s) or medical treatment(s) that they have received and/or are receiving, as well as subsequent change(s) to such circumstance(s) during the Program. The Student is responsible for researching whether any medication(s) they may take are legal in the Host Country and making arrangements for continued care while abroad.

Employment

Amideast prohibits any employment, including work as an Independent Contractor or as an uncompensated volunteer performing work that would otherwise be accomplished by a local resident, by any onsite Student during their participation in the Program, unless the Student possesses proper legal documentation to seek employment in the Host Country and provides Amideast with written proof of such authorization prior to the start of the Program. Amideast Education Abroad does not offer work-study opportunities as part of its Programs.

Expulsion or Removal from Home or Host Institution

Expulsion or removal from Home or Host Institution at any time after acceptance to the Program constitutes a violation of the Student Agreement and Release and may result in disciplinary actions up to and including dismissal from the Program.



Host Country Laws

The Student is subject to the authority and laws of the Host Country and must obey all laws and regulations. The Student is responsible for understanding that they are not exempt from prosecution under Host Country laws as a result of potential status as a citizen of any other country(s). The Student agrees not to hold Amideast liable for any and all consequences that may result from the Student breaking the laws of the land. A Student who breaks any law(s) and/or regulation(s) of the Host Country may be dismissed from the Program.

Insurance

Amideast will purchase travel health and crisis insurance coverage for onsite Education Abroad Students as part of the program fee and the insurance cannot be waived. This insurance is provided during the official dates of the Program. The insurance provider will provide the Student with information regarding this coverage, including conditions of the policy. The Student agrees to familiarize themselves with the coverage, exclusions, and limitations of the insurance policy as well as the process for requesting reimbursements for medical costs.

The Student acknowledges that the medical system of the Host Country most likely does not accept non-Host Country insurance as a guarantee of payment, and that payment will therefore be required for care rendered, for which claims may be submitted to the insurance provider. The Student will not be covered by Program-provided insurance outside of the Program dates but may purchase separate coverage for the time period before or after the official Program dates. Amideast does not provide the Student with travel or trip (flight) insurance. The Student is strongly recommended to maintain adequate health insurance in their home country.

Life-Changing Decisions

The Student is strongly discouraged from initiating any “life-changing” decisions or actions while participating in the Program. This includes changing religion (though a student may explore the tenets of any religion), pregnancy and/or marriage, as well as permanent physical changes such as tattoos or piercings.

Living Abroad

The Student must take responsibility for educating and preparing themselves for the inherent risks and/or restrictions associated with international travel and living abroad. This includes making oneself familiar with advice provided by the U.S. State Department and Centers for Disease Control, as well as relevant other Home Country institutions/agencies, related to the Host Country and independent travel locations. The Student must use these and other resources to become familiar with health, safety, and security risks associated with travel destinations.

Amideast Headquarters staff will be available by telephone or email during regular business hours to provide guidance during the Student’s preparation prior to the Program. During the Program, Amideast staff in the Host Country will be available to provide ongoing support and emergency assistance while the



Student is abroad. However, Amideast is not responsible for, nor can it provide, constant, direct supervision of the Student.

Netiquette for Hybrid Courses

Netiquette is a social code to define good online behavior to promote a positive learning environment. To maintain a productive and courteous online and face-to-face hybrid learning environment, students should:

- **Be communicative.** As face-to-face interactions are not present, a Student must take the responsibility to communicate any issues to faculty or Amideast staff in a timely manner, including but not limited to, absences due to illness, problems with connectivity, etc.
- **Be respectful.** Just as in a physical classroom, a Student is expected to respect the privacy of others and to communicate in a respectful and tactful way. Be polite with fellow students, faculty, and staff and be mindful of your tone, even in direct messages or chat rooms. Diversity of opinions are to be respected and disagreements should be based on scholarly ideas or facts. Avoid use of slang, sarcasm, and “yelling” (all caps).
- **Be professional.** A Student should use proper language, grammar, and spelling and represent themselves and their ideas in a clear and truthful manner. Cite the ideas of others and follow tenets of academic rigor. Double check requirements for assignments and follow all guidelines and deadlines for submission.
- **Be mindful.** A Student should read all instructions carefully and attempt to find your own answer in the LMS (e.g., in the syllabus) before reaching out to your instructor. Due to different time zones and work schedules, a Student must allow at least one business day for replies to any issues encountered, so a Student should plan ahead. A Student should also be mindful that anything shared in the LMS is part of the permanent digital record; while not public, it can be read or accessed by fellow students.

Operation of Motor Vehicles

The Student is prohibited from operating, driving, or piloting any type of motorized vehicle while enrolled in the Program. Examples of motorized vehicles include, but are not limited to, a car, motorcycle, motor scooter, plane, all-terrain vehicle (ATV), jet-ski, boat, etc. Traffic congestion and civil and criminal laws and regulations can make operating motor vehicles in host countries extremely hazardous. Insurance requirements and/or other financial responsibility laws vary from country to country. The Student may ride in a properly registered vehicle with a Host Country national or Amideast staff member who has a driver’s license valid in the Host Country and is older than 18 years of age.

Personal Expenses

The Student is expected to bring a sufficient amount of money to cover personal expenses during the Program, including funds for medical care that may be necessary prior to reimbursement. Amideast expects the Student to be familiar with estimated personal expenses for their term. These estimated

personal expenses can be found on the Student Portal. The Student is not required to pay any costs for Amideast-arranged accommodation to any third party but is expected to pay for personal expenses they incur on their own behalf (e.g., long distance telephone charges, transportation costs, etc.).

Problem Notification and Resolution

The Student understands and agrees that they must take responsibility for advising Amideast of any significant problems that occur during the program, including, but not limited to, concerns about health or safety, adjustment problems, difficulties involving the Host Family (if applicable), other Amideast Partners, language, or culture. Amideast staff will make reasonable efforts to intervene and resolve these problems to help the Student successfully complete the Program. In this effort, Amideast may, in its sole discretion, seek a replacement Host Family (if applicable).

However, the Student understands and agrees that Amideast may in its sole discretion dismiss the Student from the Program and immediately repatriate the Student to the Student's Home Country at the Student's expense, if Amideast determines, after repeated attempts to resolve a problem, that the Student is not making a substantial, good-faith effort in the Program or if continued participation in the Program may endanger the Student's health or well-being or the health or well-being of others.

Prohibited Behavior

The following behaviors are strictly prohibited and may result in disciplinary action(s) up to and including dismissal from the Program:

- criminal behavior or violation of local laws
- behavior that is detrimental or threatening to the health, welfare, or safety of the Student or Amideast staff, faculty, Host Family (if applicable), any Host Country national(s), any other Student(s), or any other individual(s) or entity(s), including harassment of any kind, threats, or use of physical or verbal violence, violation of Host Country laws, bullying (defined as unwanted, aggressive behavior that involves a real or perceived power imbalance), actions motivated by bias as related to sexual orientation, mental/physical disability, race, religion, or ethnicity
- self-endangerment, including statements about inflicting self-harm and involvement in activities or behavior that could result in personal harm, including, but not limited to, frequenting dangerous places, association with criminals, or repeated intoxication
- disrespectful, aggressive, dishonest, or abusive language and/or behavior towards Amideast staff, faculty, Host Family (if applicable), housing staff, any Host Country national(s), any other Student(s), or any other individual(s) or entity(s)
- failure to comply with the directions of Amideast or Partner staff or faculty member acting in the performance of their job
- failure to follow through with specific academic or health-related support rendered by Amideast or Partner staff or faculty member
- disorderly, indecent, or obscene conduct, which could include gestures, language, or actions and includes behavior that disrupts programmatic activities
- theft or vandalism
- participation in or failure to immediately remove oneself from the vicinity of strikes, demonstrations, or other political gatherings

- willful property damage to any of the following: Amideast facilities or property, Partner facilities or property, Amideast-provided accommodations, hotels, or transportation
- misuse of the Amideast Online LMS platform
- providing unauthorized access to the Amideast Online LMS platform student account
- use of Amideast Online LMS for any illegal purpose
- unauthorized use of or entry to any Amideast or Partner institution facilities or equipment
- unauthorized access to, viewing, copying, or distribution of Amideast, Partner, or other records
- use of Amideast equipment for any illegal purpose
- absence from programmatic activities without proper notification to Amideast staff
- operating any motorized vehicle
- forgery or alteration of legal, government, or Amideast or Partner-issued documents with the intent or purpose to defraud
- plagiarism, cheating, use of unauthorized materials, or engaging in, accessing, or distributing confidential academic materials
- falsification of personal records, including, but not limited to, alteration of transcripts or grade reports, Student medical or other records, application for admission, financial aid documents, or other official documents required for participation in the Program
- conduct unbecoming an Amideast Education Abroad Program Student
- conduct that may result in damage to the reputation of Amideast, Amideast Education Abroad Programs, and/or Partners
- violation of any Amideast policy, including but not limited to violation of the alcohol and drug policy and violation of housing guidelines and/or policies

Further, Amideast **strongly recommends against the Student** participating in the following risky behaviors: hang gliding, bungee jumping, parasailing, hitchhiking, parachute jumping, mountain biking, rock climbing (including belaying), scuba diving, attending on their own and outside of program activities local soccer games or any other sporting or other event(s) with large crowds, hiking in isolated areas without an official guide, windsurfing, other extreme sports, and traveling on overnight busses.

Failure to notify Amideast of any disciplinary or criminal matters in the Home Country, Host Country, or other locations, pending or otherwise, will result in immediate dismissal from the Program.

Safety & Security

The Student agrees to follow all directives given to ensure safety and security by Amideast staff including, but not limited to, onsite and Washington, D.C.-based Amideast staff, faculty, and Partners.

Amideast reserves the right to institute a daily curfew and/or designate locations/neighborhoods in the Host Country as prohibited locations for the Student at any point during the Program. When set, curfews and/or prohibited locations/neighborhoods are based on Amideast's understanding of safety and security issues in the Host Country at the time. The Student agrees to comply with all curfews and/or prohibited locations/neighborhoods established by Amideast and/or Amideast Partners.

In addition, Amideast reserves the right to require the Student to remain within student residences or Amideast facilities in the case of political unrest, weather events, or other incidents having the possibility of compromising the safety of the Student. Amideast may communicate such prohibited location(s) to the Student through headquarters, onsite, or Partner personnel. Amideast may modify the list of prohibited

locations in the Host Country at any time. A Student who does not abide by a mandated curfew, staff directives, and/or is known to have been in a prohibited location/neighborhood will face disciplinary actions.

The Student agrees to carry the following items on their person at all times:

- Amideast-issued emergency contact card
- cell phone containing the local, Host Country SIM card (with a charged battery and phone credit)
- photocopy of passport information page
- enough funds for a taxi ride back to their residence

While in the Host Country, the Student is strictly forbidden from participation in, or personal observation of, any and all strikes, demonstrations, or other protest gatherings. This restriction applies to active or passive attendance at any demonstration-like gathering. The Student is also forbidden to participate, directly or indirectly, in any political activity or event related to Host Country politics. If the Student finds themselves in the proximity of a spontaneous demonstration, strike, or other political gathering, the Student agrees to leave the vicinity, call the Amideast Host Country emergency contact, and immediately return to Amideast facilities or their residence.

Student Housing Placement

While Amideast will make reasonable efforts to take individual needs into consideration when placing the Student in Program housing, Amideast may be unable to accommodate all the Student's preferences in the placement process. Typically, the Student is placed in accommodations with at least one other Amideast Student. A Student who prefers a single placement should email EdAbroad@amideast.org in advance of the program, understanding that the request may not be accommodated. The Student will be notified of their Program-assigned housing arrangement during onsite orientation.

Student Housing Policies

The following policies apply to all Program-provided housing such as, but not limited to, Host Family homes, shared student apartments (when and where available), residence halls, and hotels.

Amideast Education Abroad Housing Policies are:

- A Student who plans to spend any night(s) at any location(s) outside of Program-provided housing must inform Amideast Education Abroad staff, the Host Family (if applicable), and/or roommates (if applicable) in advance of partaking in such alternative arrangement(s). In an emergency situation, Amideast staff, roommate(s) (if applicable), and/or Host Family member(s) (if applicable) must know where a Student is physically staying for the night.
- The Student is expected to keep their Amideast-provided housing appropriately clean, neat, and sanitary.
- The Student may not make copies of keys to Program-provided housing without permission of Amideast staff and the Host Family (if applicable).
- The Student may not host parties with alcohol and/or loud music in Amideast housing facilities.

- As discussed above the “Alcohol and Drug Policy,” Amideast strongly recommends that the Student refrain from possessing and/or consuming alcoholic beverages in all Amideast-provided accommodations, even when it is officially permitted. In many cases, possession or consumption of alcoholic beverages may be prohibited in Amideast-provided accommodations.
- Possession of illegal drugs by the Student is forbidden by Amideast policy and prohibited under Host Country law. Host Families, landlords, and Amideast face severe consequences if illegal drugs are found on their property.
- The Student must strive to be mindful of differing and nuanced cultural expectations of public and private conduct.
- Any individual who is not a current participant on an Amideast Education Abroad Program in the Host Country may not stay in Program-provided housing for even one night. This applies to all guests, long-term or short-term.
- The Student should exercise caution when inviting people perceived to be of the opposite sex to Program-provided housing. Friends and guests of the opposite sex, even during daylight hours, may create situations where fellow inhabitants of the building and/or neighborhood/area are offended or concerned about the reputation of their residence/neighborhood/area. There can be real consequences for Host Families, landlords, and Amideast.
- In the case of student apartments (when and where available), fellow Amideast Education Abroad students who are not assigned to Amideast apartments (e.g., are assigned to a Host Family) may stay overnight in Amideast apartments only under special circumstances. These cases are only permitted if the guest Student receives prior approval and permission from all students assigned to the apartment and Amideast Education Abroad staff.
- Students are expected to keep in mind local norms dictating that it is extremely inappropriate for unrelated persons perceived to be of the opposite sex to spend the night in the same living space and plan their social activities accordingly. In the event that circumstances would unexpectedly place a student at risk (i.e., despite good planning, a student would be left to find transit home alone at a late hour), it is more prudent to violate this norm. Students must proceed immediately to notify Amideast Education Abroad staff (who may have to intervene with building guards, Host Family members, or other Amideast associates), as well as any roommates or Host Family members who may be expecting them home.
- In the case of Host Family accommodations, fellow Amideast students who are of the same gender of the students who regularly reside with a Host Family are permitted to stay overnight with another Host Family only if the guest Student receives prior permission from Amideast Education Abroad staff, the Host Family, and all students assigned to the Host Family.
- The Student is always responsible for the actions and behavior of their guests and friends in Amideast housing facilities.
- Smoking is not permitted in Program-provided housing. A Student who smokes should smoke outdoors.
- Amideast Education Abroad staff will review and act upon requests for a change in housing on a case-by-case basis.
- The Student is not permitted to have pets or keep animals of any kind in Amideast-provided housing. Exceptions will be made for certified service animals. Amideast needs advance notice to make the appropriate arrangements.
- A Student who damages Amideast-provided housing is financially responsible for damages. Unpaid damages can result in the withholding of a grade report or transcript.

- A Student living in a shared apartment will pay a housing (damage) deposit for the apartment before Amideast permits them to move into the apartment. If the apartment and furnishings are in the same condition at the Program's conclusion as they were at its beginning, the entire deposit will be returned to each individual Student. If there has been any damage to the apartment, Amideast will deduct the cost of repairs (and/or lost keys) before Amideast Headquarters in Washington, D.C. returns the remaining sum of the Student's housing deposit to the Student following the Program. The Student is required to leave the apartment clean. If the apartment is not found in a clean condition, Amideast will also deduct the cost of cleaning from the portion of the Student's housing deposit it returns to the Student.
- The Student should not permit any stranger(s) to enter Amideast-provided housing, unless Amideast informs the Student that such stranger(s) have been arranged to perform maintenance or similar work and the Student is expecting such work to be carried out.
- Amideast may periodically inspect housing to assure compliance with regulations and address concerns. Such inspections may or may not be announced in advance. This is for Student safety as well as the safety of fellow participants.
- Further regulations regarding housing may be provided to the Student once in the Host Country.

Student Housing Regulations

The Student is required to live in Amideast-provided housing and is not permitted to live in self-arranged accommodations. The Student is not permitted to rent or arrange accommodations and/or stay the night in any place other than those provided by Amideast within the greater metropolitan area of the host city. Under special circumstances, a Student may request to stay overnight in alternative housing arrangements in the host city. These cases are only permitted if the Student receives prior approval from Amideast Education Abroad staff and the Student must complete a Travel Information Form with all applicable details. The Student is required to inform Amideast staff and the Host Family (if applicable) in advance of any plans to stay outside of Amideast accommodations as a result of independent travel outside of the host city, in line with Amideast Education Abroad's Travel and Temporary Absence Policies. In an emergency situation, Amideast staff, roommate(s) (if applicable), and/or Host Family member(s) (if applicable) must know where a Student is physically staying.

While participating on program-provided excursions, the Student is required to stay in program-provided accommodations and may not make alternative housing arrangements. Only Amideast students are permitted to live or temporarily stay in Amideast-provided housing. Consequently, a participants' friends or family members (such as parents, siblings, or children) are not permitted to stay overnight in Amideast-provided housing (Host Family homes, apartments, residence halls, and/or hotels) at any time. Students living with an Amideast-assigned Host Family may not independently select a family with whom to live. Further, the Student must abide by the regulations in place for their housing during the Program. Specific regulations, in addition to those presented in this Agreement, may be provided during onsite orientation.

Internet, App-based Services, and Social Media Expectations

The Student is required to become aware of and abide by all local and transnational laws and regulations regarding the use of Internet, app-based services (e.g., ride hailing apps like Uber or dating apps), and social media resources. Amideast Education Abroad makes no guarantees of safety regarding the use of such resources and services and reminds students that restrictions on and regulations about speech and

the use and collection of data by government authorities, commercial entities, and individuals can vary significantly from country to country.

The Student's social media presence should at all times mitigate risk to self and the holistic community that the Program represents. Amideast extends expectations of Student behavior toward others to the Internet, app-based services, and social media use and situations. The Student is encouraged to report any concerns about internet and social media safety to Amideast Education Abroad staff.

Sexual Misconduct

See Appendix A.

Part 3: Multiple-Term Policies

In addition to the other policies included in this Student Agreement & Release, the following policies apply specifically to a Student participating on multiple Programs (e.g., an Academic Year Program that includes a fall and spring semester, a summer Program in which the Student participates in both summer sessions, or a fall or spring semester program preceded or followed by one or more summer sessions).

A Definition of Multiple-Term Participation

A Student is considered a multiple-term Student if they are participating on an academic year Program, a Summer-to-Semester Program (or vice versa), or if they are participating in two consecutive summer sessions. A Student who confirms their participation in an Amideast Education Abroad Academic Year Program is expected to participate in both the fall and spring semester programs for a given academic year.

From time to time, a multiple-term student may choose to withdraw from the second term after confirming participation. Please see the Financial Policies in the Amideast Student Portal for full withdrawal policies and fees.

Academic Year Student Updates

Near the middle of the fall semester, Amideast staff from Washington, D.C. will contact an academic year Student about requirements for the upcoming spring semester. The items that an academic year Student is required to complete in their Student Portal by the emailed deadline include, but are not limited to:

- Student Agreement and Release for the upcoming spring term
- Academic Year Student Update Questionnaire
- Academic Planning Questionnaire for the spring term
- Updated Travel Policies, if applicable
- Updated Financial Documents, if applicable

Excursions

For an academic year Student, all excursions in their first semester are mandatory. Amideast Education Abroad considers excursions integral components of the Program and as vital to the shared experience of every cohort as they are to the individual participant. An academic year Student may choose, however, whether to participate in excursions during the following semester or summer term. An academic year Student must notify onsite Amideast Education Abroad staff whether they intend to attend each second semester excursion no later than two weeks prior to the start of the excursion to facilitate final preparations for the excursion.

Amideast requires that an Amideast Education Abroad Student participating in more than one summer session participate in all excursions during all sessions. Students attending a summer program after attending one or more semester programs may choose not to attend summer excursions. There is no reduction in tuition or fees for unattended excursions.

Housing

Student Housing Placement

If desired, an Academic Year Student may request to switch their housing placement for the spring semester. A request such as this should be made via the Academic Year Student Update Questionnaire in the Student Portal. Typically, any such housing change(s) are made at the start of the spring semester. Should the Student wish to change accommodations prior to the start of the spring semester (e.g., during the winter break), they must submit a special request indicating this via email to EdAbroad@amideast.org. Amideast requires a Student participating in multiple summer terms to remain with the same host family for both Programs, unless the Student is moved for extenuating circumstances unrelated to the change in terms.

Student Housing and Independent Travel between Semesters

Amideast will permit an academic year Student to remain in their Amideast-provided housing and retain insurance during the break between fall semester and spring semester; such continuity in housing and insurance are included in the cost of the Program. The Student should notify Amideast staff in Washington, D.C. and their Host Country about their winter break plans no later than November 15 of the fall semester. Policies related to independent travel remain in effect during the break.

Amideast will not automatically permit a Student continuing to a second Amideast Education Abroad Program term other than academic year (fall–spring) to remain in their Amideast-provided housing during the Program break. A Student continuing from spring to summer, summer to fall, or spring to fall must arrange for housing outside of the Amideast-provided accommodations unless they request in writing that housing be provided, in which case they agree to cover the additional cost in line with Amideast Education Abroad’s Financial Policies.

Program-provided insurance will similarly not be automatically active between Program end and start dates, but any Student wishing to remain in Amideast-arranged accommodations between programs must be enrolled in Amideast-provided insurance (i.e., both or neither). If a continuing Student wishes to remain in Amideast accommodations and extend insurance coverage, they must email EdAbroad@amideast.org to request extended insurance coverage and/or accommodations at least six (6) weeks in advance of the final day of the first term in order to make proper arrangements for housing

and insurance. The Student should note that such a request cannot always be accommodated and that they will be invoiced for the additional cost of any extended Program components in line with Amideast Education Abroad's Financial Policies.

Onsite Orientation

A multiple-term Student is required to arrive to the Program by the arrival date indicated on the academic calendar. A multiple-term Student will not be required to participate in all orientation activities of their second term on the Program; rather, onsite Amideast staff will communicate to the Student which orientation sessions they will be required to attend. An academic year Student should attempt to ensure that their interactions during the second-semester orientation are productive to the learning experience of new students and should remain open to new or updated policies and information that Amideast shares during such sessions. A Student participating in two consecutive summer terms is exempt from the orientation for the second summer session unless Amideast informs the Student otherwise.

Reflection Period

The Student must complete the Program and remain at the Program site until the end date specified in the Program's academic calendar for both terms. This includes remaining at the Program site through the end of the Reflection period for semester Programs or Reflection Day for summer Programs. An academic year Student is required to participate in the Reflection period for both terms. A Student participating in two summer sessions is required to participate only in the final Reflection Day.

Part 4: Legal Considerations

Arbitration

The Student acknowledges and agrees that any dispute, controversy, or claim in any way arising out of this Agreement, any resulting or related transaction, or the relationship of the parties, shall be decided by neutral, exclusive, and binding arbitration in Washington, D.C., U.S.A. The award of the arbitrator may be enforced in any court of competent jurisdiction located in the District of Columbia, U.S.A., or successor government/municipal entities. In the event that the arbitration clause is deemed void or inapplicable, each party expressly consents and submits to the personal jurisdiction of the federal or state court(s) of Washington, D.C., U.S.A. In any action, including arbitration, brought in connection with this Agreement, the prevailing party shall be entitled to recover all reasonable costs and expenses incurred by such party in connection therewith, including attorney's fees. The non-prevailing party shall be solely responsible for all costs of arbitration, including, but not limited to, the arbitrator's fee, court reporter fees, and any and all administrative costs of the arbitration. Any dispute as to the reasonableness of such costs and expenses shall be determined by the arbitrator.



Assumption of Risk

The Student expressly acknowledges that they are voluntarily participating in the Program and that there are risks associated with their participation in the Program, such as physical and/or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability, economic loss, or death. These outcomes may arise from the Student's own or other's actions, inactions, negligence, or the condition of the Program location or facilities. Participation in the Program will require multiple forms of travel, which may include air, bus, train, tram, and taxi travel. These forms of travel involve risks and could result in damage to property, injury to persons, and death. Amideast assumes no liability whatsoever for damage, injury, and death, which may occur during the Student's participation in the Program, including during travel required by participation in the Program. Fully aware of all the above risks, the Student assumes all risks of their participation in the Program, whether known or unknown to them, including travel to and from the Program (including air travel) or any events incidental to the Program.

Participants are responsible for their own intentional and/or unintentional use of technology, their own user errors, and any consequences of such errors.

Amideast encourages the Student to thoroughly review U.S. State Department travel advisories, Centers for Disease Control announcements, and other available information. The Student freely assumes any and all risks which may arise, concern, or relate to the conditions contained in any advisory statements, warnings, or other information. The Student also acknowledges that they are free to seek out any additional information they may desire before choosing to travel, study, and live abroad, and further, that they should seek out additional information upon which to make an informed choice about whether to participate in such activities.

General Release and Hold Harmless Provisions

As an express condition of the Student's participation in the Program, and in consideration of being permitted to participate in the Program, the Student releases, holds harmless, and waives any right to sue Amideast, and each of its members, officers, employees, agents, and representatives, for any injury, loss, delay, damage, costs or expense that the Student may incur or sustain during their participation in the Program by reason or in consequences of: (i) any incident beyond Amideast's reasonable control, including, but not limited to acts of God, crimes of violence, acts of war, civil disobedience, rebellion, revolution, insurrection or terrorism, pandemic or government actions and restrictions; (ii) any event directly or indirectly caused by intentional or negligent acts or omissions by any third party, including, but not limited to, any member, guest, employee, or agent of the Host Family (if applicable), or any other persons in the Host Country; (iii) any risk associated with foreign travel and living abroad, including, but not limited to, risks associated with health care, sanitation, transportation, crime, civil or criminal justice systems, customs, and values; (iv) any differences between the living conditions and standards of the Student's family and Home Country and the Student's Host Family (if applicable) and Host Country; and (v) any negligent or intentional act by Amideast or any of its members, officers, employees, agents, and representatives. This release and hold harmless shall be binding on the Student's heirs, assigns, successors, and all other persons who may claim through the Student.

Indemnification

As a further express condition of the Student's participation in the Program, the Student agrees to indemnify, defend, and hold Amideast harmless against any claims, liability, suits, proceedings, loss, costs, damages, attorney fees, or other expenses which Amideast may sustain or incur by reason or in consequence of any act, error, or omission of the Student during their participation in the Program, including, but not limited to, any expenses paid or liabilities incurred in settlement of, or in connection with, any claims, suits or judgments rendered against Amideast by reason or in consequence of any act, error, or omission of the Student.

Legal Proceedings

The Student consents to and authorizes Amideast to pursue or defend any legal proceeding or claim regarding the Student during their participation in the Program, with the costs to be reimbursed by the Student. However, neither Amideast nor any adult Host Family member (if applicable) or other Partner is obligated to pursue or defend any such legal proceeding or claim. The Student authorizes any court, law enforcement agency, or any other government agency to release the Student to Amideast in the event that the Student is detained or held by any such entity.

Program Changes

The Student understands and agrees that either Amideast or its partners may, at their sole discretion, change the Program, including the Program dates, course schedule, excursion locations, travel arrangements, or accommodations, at any time and for any reason, with or without notice, and that Amideast shall not be responsible or liable for any expenses or losses that the Student may sustain because of any Program changes.

Submission of Materials

Once admitted to the Program, the Student is required to provide all materials, forms, and payments by the due dates that Amideast specifies. The Student is required to monitor the Amideast Student Portal and to be aware of all deadlines, including changes thereto. Failure to do so may result in either additional costs due to Amideast or in Amideast withdrawing the Student from the Program.

Use of Photo, Name, Likeness, and Comments

The Student grants Amideast permission to photograph, publish, re-publish, adapt, exhibit, perform, reproduce, edit, modify, make derivative works, copyright, distribute, broadcast, display or otherwise use their image, voice and/or likeness and name (including audio and visual recordings made in classes, during any academic, co-curricular or other exercises, activities, lectures and performances, and any transcripts thereof) in connection with any products, services, advertising, films, videotapes, websites, streaming, and broadcasts in all markets, in all media or technologies, now known or hereafter developed, for the benefit of Amideast.

The Student releases Amideast, its agents, and all persons for whom it is acting, from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form, whether intentional or otherwise, that may occur or be produced in the publishing process, along with any misspellings or inaccuracies, and waives any right that they may have to inspect or approve the finished products.

If, due to private circumstances, the Student cannot allow the use of their likeness, they can officially notify Amideast of such, in writing (email EdAbroad@amideast.org), and that request will override this release of use of photo, name, likeness, and comments.

Visas

Students who are U.S. citizens have not typically needed to obtain visas before departing the U.S. for any location where Amideast Education Abroad hosts programs; if this circumstance changes, Amideast will make reasonable efforts to communicate such change(s) to the Student and to assist with obtaining necessary visa permission(s). In addition, Amideast will assist any U.S. citizen Amideast Education Abroad Student in renewing their Host Country visa, provided that the Student entered the Host Country legally and using a valid United States passport.

A Student who is not a U.S. citizen is solely responsible for researching visa requirements for the Host Country. The Student further understands that they are responsible for following the procedures set forth by the Host Country and to obtain a valid visa in a timely manner. The Student also understands that, if they hold a U.S. visa by virtue of their status with a U.S. institution of higher education, they must have all required legal documents in order to exit/re-enter the U.S. (if applicable) and that they must consult with the consulate of the Host Country and Home Institution to insure that they have obtained all appropriate documents.

The Student is required to have a passport that is valid for at least six (6) months after their anticipated departure from the Host Country. In addition, all U.S. citizens are required to register with the local U.S. Embassy. Non-U.S. citizens are encouraged to register with the closest embassy or consulate. All Students, regardless of citizenship, must provide to Amideast their visa information at the request of Amideast staff.

Part 5: Procedures in the Event of a Violation of the Student Agreement and Release

In the event of alleged misconduct or violation of any Amideast policies, Amideast staff will conduct a thorough vetting process to understand the circumstances of any relevant incidents or violations of policies. The Student(s) involved shall provide information to facilitate the disciplinary process. The procedures and consequences are as follows in the sections below.

Documentation and Notification

Amideast staff will conduct a thorough vetting process of any alleged misconduct or violation of Amideast policies. The process typically consists of interviews with the reporting party(s), any witness(es), and any individual(s) alleged to have taken part in the misconduct or violation, as well as the collection of other relevant documentation. As a part of the process, a Staff Incident Report will be filed by the onsite Amideast Education Abroad staff. As appropriate, Amideast Headquarters staff may conduct similar processes to understand misconduct or violations of policies independent of onsite staff. If appropriate, the Student will be asked to prove pertinent information, including any written statement(s) from witnesses, regarding the incident.

Amideast, at its discretion and/or as required by federal regulation, will send documentation related to the violation to the Student's Home Institution, if currently enrolled.

The Student will be notified verbally or in writing by an Amideast staff member of any alleged misconduct or violation(s) of this Student Agreement and Release. However, when the offense is serious enough to warrant dismissal, no warning shall be necessary.

Administrative Review Process

The onsite Amideast Education Abroad staff, the Country Director (or designee), and Amideast's Headquarters staff will make use of all available information to determine potential consequences for violating the Student Agreement and Release. Disciplinary action to be taken will be determined during this process. The Student will be notified in writing, as soon as possible, of Amideast's decision regarding disciplinary actions resulting from the violations of Amideast policies. Any disciplinary actions imposed for violating the Student Agreement and Release are effective immediately. In the case of serious misconduct or for safety concerns, the onsite Amideast Education Abroad staff and Country Director (or designee) has the sole discretion and authority to immediately remove the Student from Amideast facility(s) and/or activity(s), relocate any Student to a different place of residence, or dismiss the Student from the Program. Amideast will notify the Home Institution in advance of any disciplinary action(s) to be taken against a Student.

Disciplinary Actions

If the Student is found to have engaged in misconduct or violation of policies, disciplinary actions may be taken. Disciplinary actions may take a variety of forms and may be issued in combination, depending on the violation in question. Amideast at its sole discretion will determine any action(s) to take for violations of the Student Agreement and Release. The Student will not receive a refund or credit for missed activities or events as a result of any disciplinary action(s). The Student's Home Institution may, at its discretion, take further disciplinary action against a Student sanctioned by Amideast, including, but not limited to, suspension or dismissal.

Possible disciplinary actions by Amideast include but are not limited to the following:

- **Restitution:** The Student may be required to provide payment to cover the cost to repair or replace any personal property because of damage.
- **Loss of Privileges:** The Student's privileges to use facilities or to participate in activities or events may be restricted for a designated period of time or completely withdrawn.

- **Verbal or Written Warnings:** Amideast may issue the Student verbal or written notification of violations, which may include details on probation. Warnings may be issued by the Country Director, lead onsite Amideast Education Abroad staff, or Amideast Headquarters staff. Warnings will specify the policy violated and may also include specific expectations or conditions for the Student to meet to remain a participant on the Program. In any case(s) of written warning(s), staff will request that the Student sign the official warning letter to acknowledge understanding of its contents and receipt. Failure to sign the letter will not impact the status of the warning but may be used as evidence of continued failure to follow Amideast instructions or requests. Amideast will send an electronic copy of the warning letter to the Student's Home Institution. Once a Student has received a written warning, any further violation of the Student Agreement and Release is cause to place the Student on probation and/or consider dismissing the Student from the Program, regardless of the severity of any future or continued violation(s).
- **Disciplinary Probation:** Amideast may issue the Student written notification of any terms and conditions of probationary restrictions imposed for violating the Student Agreement and Release. Such probation may be applied for a period of time or may extend for the remainder of the Program; in either case, Amideast shall require the Student to demonstrate appropriate behavior as outlined in the probationary notice. Further violations during the remainder of the Program, as well as failure to comply with disciplinary/probationary restrictions or improve conduct, will result in the Student's immediate dismissal from the Program. If the Student is believed to have violated the Student Agreement and Release, Amideast's Country Director (or designee) may initiate an interim probation while a violation is being reviewed. Interim probationary status is not a sanction, but rather is action that Amideast may take when, in the professional judgment of Amideast staff, such action will serve to protect the safety and well-being of the Student, others, Amideast, or property while investigations are ongoing. Interim probation is preliminary in nature; it is in effect only until a matter has been resolved. Probation restrictions may include, but are not limited to, a written statement demonstrating understanding of misconduct, no-contact instructions, modification of housing arrangements, restriction to in-house activities, professional assessment, limitations on participation in academic or non-academic activities, apology, or additional limits on access to Amideast facilities. Depending on the situation, Amideast may place the Student on probation for the remainder of the Program and may impose specific restrictions on the Student.
- **Dismissal:** Amideast may notify the Student of permanent removal from the Program and termination of status as an Amideast student. See "Dismissal Policy" for more details.

Dismissal Policy

The Student understands and agrees that while Amideast will review each Student's situation on a case-by-case basis, failure to comply with any of the above policies and/or engagement in other unacceptable behavior may be grounds for dismissal from the Program. Amideast reserves the right, in its sole discretion, to make final decisions on Student dismissal from the Program and may return a Student to their Home Country at any time at the Student's own expense.

A Student who is dismissed from the Program will receive no grades for course work in progress. In addition, the dismissed Student will not be entitled to a refund or credit for any fees paid, may be required to reimburse the home institution for all financial aid received, and is responsible for all non-recoverable costs incurred by Amideast or a partner institution, as well as personal financial obligations. A Home

Institution may choose to bar a dismissed Student's registration until all such financial obligations have been met.

A Student dismissed from a Program is neither eligible to transfer to another Amideast Education Abroad Program for that term, nor to participate in any future Amideast Education Abroad Programs.

If the Student is dismissed from the Program, the Student is responsible for making travel arrangements to leave the Program site as soon as possible, which may involve changing a pre-existing travel reservation or purchasing a one-way ticket home on the next available flight, and for assuming all associated ground transportation costs to their port of exit from the Host Country.

Dismissal Appeals

A Student who is removed from the Program will receive a Dismissal Notification Letter within two (2) weeks of the dismissal date. Amideast will provide the Student with the opportunity to sign the letter and acknowledge its contents; such signature and acknowledgement must be received by Amideast within 72 hours of Amideast issuing the letter to the Student. If the letter is signed by the Student, acknowledging receipt, they may appeal the decision to the Director of Education Abroad within 72 hours of returning the signed letter. If the Student refuses to sign the Dismissal Notification Letter, the Student may not appeal the dismissal decision.

A Student who wishes to appeal a dismissal must do so in writing and include relevant documentation. If the Student does not submit a written appeal within the 72-hour time frame following return of the signed letter to Amideast, they automatically waive right to appeal. Senior Amideast staff will review an appeal and notify the Student in writing with a final decision regarding enrollment and disciplinary status on the Program.

Appendices

Appendix A: Information Regarding Sexual Misconduct³

Consent is an understandable exchange of affirmative words or actions which indicate a willingness to participate in mutually agreed upon sexual activity. Consent must be informed, as well as freely and actively given. It is the responsibility of the initiator to obtain clear and affirmative responses at each stage of sexual involvement. Consent to one form of sexual activity does not imply consent to other forms of sexual activity. The lack of a negative response is not consent. An individual who is incapacitated by alcohol and/or other drugs either voluntarily or involuntarily consumed may not give consent. Past consent of sexual activity does not imply ongoing future consent.

³ Adapted from the University of Connecticut Code of Conduct: <http://community.uconn.edu/the-student-code-appendix-b/>.

If any of the following are present, consent cannot be given:

- **Incapacitation** is a state where someone cannot make rational, reasonable decisions because they lack the capacity to give knowing consent (e.g., to understand the “who, what, when, where, why, or how” of a sexual interaction).
 - Sexual activity with someone whom one should know to be, or based on circumstances should reasonably have known to be, mentally or physically incapacitated (by alcohol or drug use, unconsciousness, blackout, or other factor), constitutes a violation of the Student Agreement and Release.
 - A person whose incapacity results from mental disability, sleep, involuntary physical restraint, or from the consumption of any drug(s), including, but not exclusive of, date-rape drugs, cannot give consent.
 - Alcohol-related incapacity results from a level of alcohol ingestion that is more severe than impairment, being under the influence, drunkenness, or intoxication. Evidence of incapacity may be detected from context clues, such as:
 - Slurred speech
 - Bloodshot eyes
 - The smell of alcohol on the breath
 - Shaky equilibrium
 - Vomiting
 - Unusual behavior
 - Unconsciousness
 - Context clues are important in helping to determine incapacitation. These signs alone do not necessarily indicate incapacitation.
 - Similar context clues may be signs of intoxication by other drugs or substances.
- **Force** is the use of physical violence and/or imposing on someone physically to gain sexual access. Force also includes threats, intimidation (implied threats), and/or coercion to overcome resistance.
- **Coercion** is unreasonable pressure for sexual activity. Coercion is the use of emotional manipulation to persuade someone to do something they may not want to do, such as being sexual or performing certain sexual acts. Coercing someone into having sex or performing sexual acts is considered sexual misconduct.

Sexual Misconduct

Sexual misconduct includes, but is not limited to, the true threat of or actual sexual assault, unwelcome sexual contact, and/or sexual harassment, all of which are prohibited by the Student Agreement and Release.

Sexual misconduct may vary in its severity and consist of a range of behaviors or attempted behaviors including, but not limited to, the following examples:

- *Non-consensual Sexual Contact (or attempts to commit)* is any intentional sexual touching with any object(s) or body part that is without consent and/or by force.
- *Non-consensual Sexual Intercourse (or attempts to commit)* is penetration of a bodily orifice with any object(s) or body part(s) that is without consent and/or by force.

- *Sexual Exploitation* occurs when a student takes advantage of another without that individual's consent for the initiator's own advantage or benefit or to benefit or advantage anyone other than the one being exploited, and that behavior does not otherwise constitute one of the other sexual misconduct offenses.
 - Examples of sexual exploitation include, but are not limited to:
 - Sexual exhibitionism
 - Prostituting and/or soliciting another person who is not consensually and legally engaged in sex work as an enterprise
 - Non-consensual video, photographing, or audio-recording of a sexual nature, and/or distribution of these materials via mediums such as the Internet
 - Exceeding the boundaries of consent (e.g., allowing people to watch consensual sex without knowledge from any or all of the participants)
 - Peeping and/or other voyeurism
 - Knowingly transmitting a Sexually Transmitted Infection (STI) or HIV to another individual
 - Non-consensual removing of a condom or other form of sexual protection during sex
 - Sexually based stalking and/or bullying may also be forms of sexual exploitation
- *Sexual Harassment* is any unwelcome conduct of a sexual nature. All forms of sexual and sex-based harassment and discrimination are considered serious offenses by Amideast. Sexual harassment creates a *hostile environment* when the harassment is sufficiently severe or pervasive to deny or limit a Student's ability to participate in or benefit from the academic environment.
 - Examples of sexual harassment include, but are not limited to:
 - Unwelcome sexual advances
 - Requests or attempts to extort sexual favors
 - Verbal, nonverbal, or physical conduct of a sexual nature such as sexual assault or acts of sexual violence
 - Inappropriate touching
 - Suggestive comments
 - Public display of pornographic or suggestive materials
 - Acts that do not necessarily involve conduct of a sexual nature but are based on sex or sex-stereotyping, including but not limited to physical aggression, intimidation, or hostility are considered gender harassment and are similarly prohibited.

Sexual Misconduct Reporting Options

Amideast strongly encourages any Amideast Education Abroad Student who is a victim of or becomes aware of sexual assault, sexual harassment, or discrimination based on sex or sexual orientation to report the situation to onsite Amideast Education Abroad staff, the Amideast Country Director, and the Amideast Director of Education Abroad.

Sexual assaults or severe harassment reported to any Amideast employee will be reported to the Student's Home Institution to comply with Title IX, which is part of a U.S. federal law (Education Amendments of 1972, United States Public Law No. 92-318, 86 Stat. 235). To support Title IX reporting obligations of U.S. universities, Amideast will not keep information regarding sexual assaults or severe harassment confidential from U.S. institutions of higher education. In such cases, appropriate parties at

the Home Institution may contact the Student to assist with any medical, mental health, legal, or other services that may be warranted. Reports of sexual assault or severe harassment will also be reported to key staff at Amideast headquarters. In alignment with common practices of U.S. institutions of higher education, Amideast would only notify designated emergency contacts of Title IX issues in cases where a Student's injuries were life threatening or if a Student explicitly requests that Amideast staff to share information about the incident with their emergency contacts.

Above anything, Amideast wants participants to have the help that they need. In the event a Student does not wish incidents of sexual assault, sexual harassment, or discrimination based on sex or sexual orientation to be reported to their Home Institution, the U.S. Embassy in the Host Country provides various forms of assistance in accordance with the Privacy Act.

In the event a Student decides not to report incidents of sexual assault, sexual harassment, or discrimination based on sex or sexual orientation at all, Amideast highly encourages the Student to seek medical attention, including counseling. A Student may obtain that help on their own or may ask an Amideast Education Abroad staff member to simply help them access a doctor or a counselor.

Sexual Misconduct Complaints

The conduct process for dealing with violations of the Student Agreement and Release is described in the "Procedures in the Event of a Violation of the Student Agreement and Release" section of this Agreement. The information contained in this section of the Student Agreement and Release provides additional information regarding sexual misconduct complaints.

Upon receiving a report of sexual misconduct involving a Student, Amideast staff may initiate an interim probationary status. Such action may be taken when, in the professional judgment of Amideast staff, a threat of imminent harm to persons or property exists.

After receiving a complaint, Amideast staff will strive to reach a resolution on the basis of preponderance of evidence. To facilitate this process, Amideast staff may request information from Students, which may include but is not limited to written statements. Title IX coordinators of involved Students' Home Institutions will be notified and are likely to become involved. If Amideast determines that an accused Student definitively or likely participated in actions considered sexual misconduct, and therefore is violating the Student Agreement and Release, Amideast will impose disciplinary measures on the violating Student. Amideast will determine disciplinary actions by the seriousness of the violation, precedent for similar violations, and any existing aggravating and/or mitigating factors. Students' Home Institutions may impose their own and/or additional disciplinary actions.

Privacy versus Confidentiality

If a Student makes a report about an act of sexual misconduct to Amideast staff, Amideast has an obligation to take the complaint seriously and collect information about the incident. Amideast will make reasonable efforts to protect the privacy of all parties to a complaint of sexual misconduct but cannot promise confidentiality.



Retaliation

Retaliation against a person for filing a complaint, or against witnesses for providing a statement regarding a complaint of sexual misconduct, is also prohibited and is a violation of the Student Agreement and Release.

