

STUDENT AGREEMENT AND RELEASE

Amideast and the undersigned¹ student (“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”) and delivered online.

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

- 1) Academic Requirements and Policies,
- 2) Student Responsibilities and Code of Conduct,
- 3) Legal Considerations, and
- 4) 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 and Policies

Academic Policies

The Student is governed by policies set by Amideast Education Abroad Programs in consultation with the Amideast Education Abroad Academic Consortium and Program staff.

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 online, any awarding of credit towards the Student's degree program, and applicable codes of conduct. In the case of conflict among these two sets of policies, the most stringent policy shall apply in every case, except where explicitly stated below.

Academic Accommodations

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

- Changes to a virtual 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 can email EdAbroad@amideast.org to start a conversation or should upload a formal accommodation letter from their home institution prior to the start of the term to their Student Portal. The Student should notify Amideast headquarters as soon as possible with any problems experienced in the obtaining of academic accommodations.

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 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.

Cases of academic dishonesty and appropriate sanctions are evaluated 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) Final examinations, quizzes, and other tests must be completed 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) The same written work may not be submitted in two courses, 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) 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, Amideast Headquarters will receive the final course grades from the online faculty and instructors. Amideast issues either an Amideast grade report or a transcript from Amideast’s School of Record for each individual Student. The Program grade report, approved by the Amideast Education Abroad Programs Academic Consortium, is the official report provided for each Student on an Amideast 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 staff in Washington, D.C. (EdAbroad@amideast.org), not to the online faculty or the School of Record.

Home institutions typically receive grade reports from Amideast approximately four (4) to six (6) weeks after the Program end date. Alternatively, the Student can request (for an additional fee) a transcript issued by Amideast’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, the Student (or in some cases the institution) will be billed for this fee. 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 Form (available on the Student Portal), which is submitted during the application process.

Program grade reports or School of Record transcripts will not be released for the Student if they have any outstanding financial obligations to Amideast.

If the Student requires an additional copy (or copies) of their Amideast grade report, they may complete a Transcript Request Form (please request via 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 an Amideast grade report

be released 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 a semester or summer Program following participation in a virtual Program, the Student must be considered to be in good academic standing in the prior term in order to enroll in the subsequent Program. A Student intending to participate in multiple terms must participate in the Program through the advertised end date and complete all academic work from the first term in order to be considered to be in good academic standing.

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, such a request should be submitted in writing and be addressed to the Director of Education Abroad at Amideast Headquarters (email: EdAbroad@amideast.org).

Appeals for final course grades must be submitted no later than three (3) 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. Amideast Headquarters staff will review appeals and petitions and issue a decision in writing (via email) after consultation with Amideast Online staff and, if appropriate, the Student's home institution. The Student should not write directly to course instructors to appeal final grades.

Appeals related to policies of the Student's home institution must be addressed to the home institution.

Grievances

Amideast encourages the Student to attempt to resolve grievances by first raising concerns to the person(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 at EdAbroad@amideast.org. The grievance 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, the matter will be managed by the Vice President of Programs. 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 has the option of taking:

- Full semester (14-17 credits, inclusion in cohort activities)
- 11 credits (8-credit blended Arabic course plus any 3-credit course, inclusion in cohort activities)
- 6 credits (any two 3-credit courses, inclusion in semester cohort activities)
- One 8-credit Blended Arabic course (inclusion in semester cohort activities)
- One 3-credit course

To drop from or add to the Student's total number of credit hours, the Student must obtain approval from a Study Abroad representative at their home institution. A full semester Student who wants to take 14 credits or less must contact Amideast (EdAbroad@amideast.org) to obtain the appropriate Credit Approval Form. A full semester Student may not register for more than 17 credits or fewer than 14 credits without approval from the Director of Education Abroad. Petitions for a full semester student to take more than the maximum 17-credit load or less than a 14-credit load must be submitted in writing to Edabroad@amideast.org prior to the start of the Program and will be reviewed on a case-by-case basis. Please see section the on *Appeals, Petitions, and Grievances* in this document for more details on submitting a petition.

A Student is not typically permitted to repeat 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 and the Academic Coordinator. Amideast must also receive written permission from the Student's home institution 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 enrolled in the same level during the second term. These courses may be repeated on Amideast programs up to three times. The Student must negotiate credit for the course directly with their home institution, if such credit is desired.

Final authority for determining the 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.

Grades are awarded for academic performance using a U.S. system of letter grades. Determination of the final grade, based on the documentation provided by Amideast, is at the discretion of the Student's home institution or the School of Record. 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. The Student should inform themselves prior to departure of the policies at their home institution governing such matters.

A "non-credit" Student is one who is enrolled independently of a home institution and has agreed that their grade reports 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 Student enrolled as a non-credit student will receive a grade report upon completion of the program, but the grade report will not be automatically sent to a home institution. The Student will have up to five (5) years from the completion of 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

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

- 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 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, fail to take a final examination, and/or fail to turn in required work.
- Notification: All requests for withdrawal from courses must be submitted in writing to Amideast staff (email is acceptable).

Pass/Fail

Pass/fail registrations are not permitted in the Program.

Audit

Auditing courses during the Program will not be permitted.

Incompletes

In the rare instance that the Student is granted permission to leave the Program early for medical reasons or crises involving close family members, 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 Amideast Education Abroad staff and Academic/Arabic Coordinator 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 in order to complete the course(s). This statement will also include the date by which Amideast must receive the missing work. Amideast will

assign a deadline date that is no more than one semester after the end of the course or courses in question. An Amideast grade report will also be issued at the end of the initial term that includes one or more incompletes.

If the Student misses the deadline for submitting work for incomplete courses, all incompletes will automatically be converted to failing grades (F). If the Student meets the deadline, the appropriate professor(s) online will grade the assignment(s) and report the new course grade(s) to 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).

Course Work

All course work must be turned in via the Amideast Online LMS in the appropriate course unless the Student has received explicit, written instructions to the contrary. The Student is strongly encouraged to keep copies of all assignments (exams and papers) for one year after the official Program end date. Individual professors do not have the final authority to extend deadlines, make special arrangements for the Student, or otherwise modify or make exceptions to Program academic policies. The Student is not permitted to make alternative arrangements for deadlines for course assessments such as midterms, finals, or presentations with individual professors. All such requests should be made directly through the Student Portal. Any special arrangements will be reviewed by Amideast staff, the Academic/Arabic coordinator, and course instructor. The Amideast Director of Education Abroad will determine final approval of any special arrangements. It is the Student's responsibility to understand all online regulations governing completion of work and the end of the virtual Program.

Attendance

Amideast Education Abroad Programs are serious academic programs and the Student should not expect the online courses to be any easier than a course on their home campus; in fact, the process that the Student must undergo to adjust to the online environment, language differences, and variations in teaching styles often demands even greater rigor. The Student is required to attend all regularly scheduled synchronous class meetings. Irregular attendance, constant tardiness, or unexcused absences may result in a lower course grade, failure of the course, and/or disciplinary actions up to and including dismissal from the Program. The Student is responsible for any work missed as a result of absences. If the Student will miss a synchronous class session, due to a family emergency, personal difficulties, or severe illness, the Student must notify Amideast staff in advance via the Student Portal and must have approval by Amideast staff for any extended absences. Students are also responsible for completing any asynchronous class elements. The Student should carefully review the Attendance Policy included on each course syllabus in order to understand the responsibilities and consequences related to class attendance.

Note that excused absences are determined by the lead Amideast staff member and must be approved in advance in order to be considered excused; in some instances a doctor's certification may be required.



Part 2: Student Responsibilities and 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 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 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 understands that continued eligibility for participation in the Program is conditional upon attendance at all orientation sessions, class meetings, and mandatory activities, as well as the maintenance of an adequate standard of academic work in the Program.

Accommodations for Religious Beliefs, Practices, and Observance

Amideast is dedicated to fostering a diverse community. Amideast Education Abroad Programs makes good-faith efforts to accommodate for religious observances as required by a student's 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 staff promptly regarding any possible conflicts. To request an excused absence for religious observance, the Student must submit a written request to the Student Portal at least two (2) weeks before the date of the religious holy day(s). Amideast staff will review 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 from responsibility for any part of the course work required during the period of absence. A Student who is granted 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; or arranging for flexibility in assignment due dates.

Dissimilarities or Differences in the Host Country

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 Student understands and agrees that they must make continuous efforts to adapt to the culture and communication style of the faculty and virtual exchange partners. There may be significant cultural, economic, and lifestyle differences between the Student's home country and the virtual exchange partners' home country, including, but not limited to: acceptable behavior with regard to age, sex and gender, civil and criminal justice systems, customs, health care services, living conditions, transportation systems, and social values. The Student should become aware of and respect these differences as a part of the Program. To this end, there will be required Orientation activities to address these differences.

Expulsion or Removal from Home or Host Institution/University

Expulsion or removal from home or host institution/university 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.

Netiquette for Online Courses

Netiquette is a social code to define good online behavior to promote a positive learning environment. To maintain a productive and courteous online 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.

The student will signal their agreement to these guidelines through a digital signature in the Student Portal.

Online Learning Agreement

The Student understands that the Program will require them to have consistent access to the following:

- Working email account
- Broadband internet

- Computer with Google Chrome browser
- 2 GB of RAM or higher
- 2 GB of free hard drive disk space
- Built-in or external webcam and microphone
- Adobe Acrobat Reader
- Sound Card/Speakers (a headset with microphone is recommended)
- Scanner (can use an application on phone if necessary)

The Student understands that these items will not be provided by Amideast Education Abroad. The student will signal their agreement to these requirements through a digital signature in the Student Portal.

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 to online learning problems, difficulties involving the virtual exchange partners, language, or culture. Amideast staff will make reasonable efforts to intervene and resolve these problems in order to help the Student successfully complete the Program. In this effort, Amideast may, in its sole discretion, seek a replacement virtual exchange partner.

However, the Student understands and agrees that Amideast may in its sole discretion dismiss the Student from the Program 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.

Prohibited Behavior

The following behaviors are strictly prohibited and may result in disciplinary actions up to and including dismissal from the Program:

- behavior or language that is detrimental or threatening to the health, welfare, or safety of the Student or Amideast staff, faculty, virtual exchange partners, or other students, including harassment of any kind, threats or use of physical or verbal violence, cyberbullying, 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
- disrespectful, aggressive, dishonest, or abusive language and/or behavior towards Amideast staff, faculty, virtual exchange partners, or other students
- sharing with individuals outside the Program any personal information, forum posts, or other documents from the LMS that belong to other Students, Amideast staff, or faculty
- failure to comply with the directions of a staff or faculty member acting in the performance of their job
- disorderly, indecent, or obscene conduct, which could include gestures, language, or actions and includes behavior that disrupts programmatic activities
- misuse of the Amideast Online LMS platform



- providing unauthorized access to the Amideast Online LMS platform student account
- unauthorized use of or virtual entry to any Amideast or partner institution facilities or equipment
- unauthorized access to, viewing, copying, or distribution of Amideast records
- use of Amideast Online LMS for any illegal purpose
- absence from programmatic activities without proper notification to Amideast staff
- forgery or alteration of legal, government, or Amideast-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, any alteration of transcripts or grade reports, Student medical or other records, the 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 and/or Amideast Education Abroad Programs
- violation of any Amideast policy

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

Sexual Misconduct

See Appendix A.

Part 3: Legal Considerations

To promote inclusivity, the use of “they” is used here as a gender-inclusive singular and plural pronoun.

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. 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. These may include, but are not exclusive of, physical and/or psychological injury, pain and suffering, damage to personal effects, or economic loss. These outcomes may arise from the Student's own or other's actions, inactions, or negligence. Participants are responsible for their own intentional and/or unintentional use of technology, their own user errors, and any consequences of such errors.

Amideast assumes no liability whatsoever for damage, injury, and death, which may occur during the Student's participation in the Program. Fully aware of all of the above risks, the Student assumes all risks of their participation in the Program, whether known or unknown to them.

The Student also acknowledges that they are free to seek out any additional information they may desire before choosing to participate in an online program, 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 being permitted to participate in the Program, and in consideration of being allowed 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, 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 virtual exchange partner, or any other persons in the Host Country; and (iii) 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 being permitted to participate 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 virtual exchange partner is obligated to pursue or defend any such legal proceeding or claim.

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, or program activities 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 specified by Amideast. The Student is required to monitor the Amideast Student Portal and to be aware of all deadlines. Failure to do so may result in either additional costs or in the Student being withdrawn from the Program.

Use of Photo, Name, Likeness, and Comments

The Student consents to and authorizes Amideast to use their name, photograph, file, or video likeness or any of their comments or statements in materials, publications, or on websites to promote or describe Amideast Education Abroad Programs in the MENA.

The Student gives 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, or any unintentional misspellings or inaccuracies and waive 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.

Part 4: 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 in order 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, witnesses, and the individual who is 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 or another form of documentation of the violation will be completed by Amideast Education Abroad staff, the Student(s) involved, and/or any other involved parties. If appropriate, the Student will be asked to prove pertinent information, including any written statements from witnesses, regarding the incident. In the event that a Staff Incident Report is not completed, the Student Agreement and Release remains in effect and is not modified in any way.

Upon completion, the Staff Incident Report or other form of documentation of the violation will be added to the Student(s) file. Amideast, at its discretion, may 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 Education Abroad staff will make a decision based on the available information regarding the 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 Amideast Education Abroad staff has the sole discretion and authority to immediately dismiss the Student from the Program. Amideast, at its discretion, may notify the home university of any disciplinary action(s) 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 what action, if any, 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 actions. 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:

- **Loss of Privileges:** The Student's privileges to use the Amideast Online LMS or to participate in activities or events may be restricted for a designated period of time or completely withdrawn.
- **Verbal or Written Warnings:** The Student may receive verbal or written notification of violations, which may include details on probation. Warnings will be issued by Amideast Education Abroad staff. Warnings will specify the policy violated and also may include specific expectations for the Student to meet in order to remain a participant in the Program. In cases of written warnings, 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. 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.
- **Disciplinary Probation:** The Student may be provided with written notification of the terms and condition of probationary restrictions imposed for violating the Student Agreement and Release. Probation may be applied for a period of time, during which the Student should demonstrate appropriate behavior as outlined in the probationary notice. Failure to comply with such restrictions, improve conduct, or further violations during the remainder of the Student's time enrolled on the Program will result in their immediate dismissal from the Program. In cases where the Student is believed to have violated the Student Agreement and Release, Amideast Education Abroad staff may initiate an interim probation while a violation is being investigated. Interim probationary status is not a sanction, but rather is taken in an effort to protect the safety and well-being of the students, others, or Amideast. 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, professional assessment, limitations on participation in academic or non-academic activities, apology, or limited access to the Amideast Online LMS. Depending on the situation, a Student may be placed on probation for the remainder of the Program and specific restrictions may be imposed on the Student.
- **Dismissal:** The Student may be notified of permanent removal from the Program and termination of status as an Amideast student. See Dismissal Policy below 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 engaging 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.

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. A dismissed Student's registration at the home institution may be barred 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.

Dismissal Appeals

A Student who is removed from the Program will receive a Dismissal Notification Letter within two (2) weeks of the dismissal date. 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 a student does not submit a written appeal within the time frame, the right to appeal will be waived. Senior staff at Amideast will review an appeal and notify the student in writing with a final decision regarding status on the program.



Appendices

Appendix A: Information Regarding Online Sexual Misconduct³

Sexual misconduct can occur in the virtual sphere and is a violation of the Amideast Student Agreement and Release. Amideast takes seriously online sexual misconduct in all its forms. While the likelihood of physical assault is drastically reduced in the virtual environment, physical sexual assault and misconduct can stem from non-sexual and sexual encounters in the virtual environment. There also remain real physical, emotional, and psychological effects of online sexual misconduct and many of the same concepts present themselves.

Consent is an understandable exchange of affirmative words, spoken or written, or actions which indicate a continued willingness to participate in mutually agreed upon sexual activity. Consent must be informed and 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 or lack of response at all is not consent. An individual who is incapacitated by alcohol and/or other drugs both voluntarily or involuntarily consumed may not give consent. Past consent of sexual activity does not imply ongoing and/or future consent.

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 who 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, or blackout), 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 rape drugs cannot give consent.
 - Inability to respond to requests for consent due to connectivity issues or unresponsiveness due to lack of being present.
 - Context clues are important in helping to determine incapacitation. These signs alone do not necessarily indicate incapacitation. Reading context clues about someone’s incapacitation can be more difficult online but does not excuse taking advantage of that person.
- **Force** includes threats, intimidation (implied threats), and/or coercion that 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, performing certain sexual acts, or sending messages or pictures of a sexual nature. Coercing someone into having sex or performing sexual acts is considered sexual misconduct.

³ Adapted from the University of Connecticut Code of Conduct: <http://community.uconn.edu/the-student-code-appendix-b/> with digital specific information adapted from RAINN: <https://www.rainn.org/safe-tech>

Online Sexual Misconduct

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

- *Sexual Exploitation* occurs when a person 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, including sending unwanted sexually explicit images in a personal message or posting to a class discussion page
 - Prostituting or soliciting another person
 - Non-consensual video, photographing, or audio-recording of a sexual nature and/or distribution of these materials via mediums such as the online learning platform, social media, and/or other virtual, or physical, platforms
 - Exceeding the boundaries of consent (e.g., allowing people to watch consensual sex without knowledge from the participants)
 - Peeping or other voyeurism, including hacking into someone's webcam
 - Hacking into other people's personal accounts on the online learning platform or on social media in order to gain access to private images or information
 - Manipulating images of oneself or others in order to make them sexually explicit
 - Manipulating images of oneself in order to mislead others about your identity in order to take advantage of them
 - Catfishing, or misleading, someone in order to initiate a romantic or sexual relationship
 - Posting sexually explicit comments about someone in public virtual classroom spaces or publicly on social media
 - Cyberstalking and/or cyberbullying may also be forms of sexual exploitation
 - Finding private information online about someone through the online learning platform or social media and physically stalking them
- *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, in the virtual classroom, through texting, or through other online platforms like social media
 - 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
 - Suggestive comments
 - Public display of pornographic or suggestive materials in any virtual classroom space
 - Acts that do not necessarily involve conduct of a sexual nature but are based on sex or sex-stereotyping and which may include aggression, intimidation, or hostility are considered gender harassment and are similarly prohibited.

Sexual Misconduct Reporting Options

A Student who is a victim of or becomes aware of sexual assault, sexual harassment, or discrimination based on sex or sexual orientation is strongly encouraged to report the situation to Amideast Education Abroad staff or 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 in order 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). In order 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 following with 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.

A Student may decide not to report incidents of sexual assault, sexual harassment, or discrimination based on sex or sexual orientation. In such cases, the Student is highly encouraged to seek medical attention, including counseling.

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 document. 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 danger to persons 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 includes, but is not limited to, written incident reports or screenshots of messages. If you take a screenshot of an explicit message or picture, please make sure the screenshot includes a timestamp and the information of the perpetrator if possible. If an accused Student is found to have participated in actions which are considered sexual misconduct, and therefore is violating the Student Agreement and Release, disciplinary measures will be imposed. Disciplinary actions are determined by the seriousness of the violation, precedent for similar violations, and any existing aggravating and/or mitigating factors.

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 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.

