

While enrolled in an ISA program, participants are ambassadors for the U.S. and ISA at all times. Participants agree to abide by this ISA Code of Conduct and understand and agree that engaging in conduct that violates this code shall be subject to disciplinary actions. By signing below, participants acknowledge and accept ISA has the authority at all times to establish rules of conduct necessary for the operation of the program, which includes the free time of program participants. Participants must comply with any rules of conduct by ISA or the host institution, and act in an appropriate manner at all times. Continued eligibility for participation in the program is conditioned upon attendance of any orientation sessions that may be required by ISA, regular attendance of classes and scheduled activities, maintenance of an adequate standard of academic work, and adherence to the rules stated herein.

#### **PROGRAM DATES**

Deviation from ISA program dates is not permissible during any ISA Summer program. Deviation from ISA program dates for Semester or Year programs are handled on a case by case basis and must be approved by the ISA Program Manager prior to acceptance.

#### **ON-SITE ORIENTATION MEETINGS**

Orientation meetings on-site are mandatory and any absence from the on-site orientation meeting, without advance permission from ISA, may result in disciplinary probation.

#### **REQUIRED FULL-TIME STUDENT STATUS**

ISA participants are required to be enrolled as full-time students for the duration of their program. If enrollment status changes to less than full-time during the program, the ISA participant must immediately notify the ISA Program Director of a change in status. "Full-time", as it applies to ISA participants, will be based on the participant's home institution's definition of full-time status, or by the host institution and applicable visa requirements. It is the responsibility of the participant to find out how the home institution defines "full-time." In addition, should a participant stop attending class while abroad, ISA reserves the right to dismiss the participant from the program, which will likely result in financial and academic repercussions.

#### **EXPULSION OR REMOVAL BY HOME OR HOST INSTITUTION/UNIVERSITY**

Expulsion or removal of an ISA participant from the home or host institution at any time after acceptance to an ISA program is grounds for dismissal from the ISA program.

#### **FINANCIAL RESPONSIBILITY**

ISA participants are responsible for payment to ISA or its service providers (e.g., hotels, transportation vehicles, etc.) for all financial obligations associated with the program. This includes any and all damage caused by them or charges incurred by them while on the program. If the ISA participant pays the home or host institution directly for any portion of the program fee, they are subject to the home or host institution financial deadlines and policies.

Participants agree to be personally responsible for all financial obligations associated with the program in which they are enrolled, and understand that if they have not paid in full by the program deadline or by the other date agreed upon with ISA in writing, the balance due is subject to a 1.5% monthly surcharge until paid in full. The monthly surcharge is distinct from any late fee that ISA may assess for any balance not paid by the deadline.

#### **HOUSING**

ISA participants may decide to not live in ISA arranged housing without penalty only if ISA is notified in writing on or before the ISA payment deadline. ISA will not reimburse participants for housing expenses incurred if they leave the program early or voluntarily move into alternative housing during the program. Participants are required to keep ISA informed of their current address in the host city during the ISA program dates.

#### **EXCURSIONS AND CULTURAL ACTIVITIES**

In order to take advantage of the excursions or cultural activities, ISA participants must participate with the rest of the group as scheduled by ISA. Under no circumstance are participants entitled to any reimbursement or credit for any excursion or cultural activity included in the program in which they do not participate. Participation in any optional excursion(s), requires full payment of any additional charges before the departure date for such excursion(s). At the beginning of an ISA excursion or any program-related activity, participants who are perceived to be under the influence of alcohol or drugs or demonstrate disruptive or inappropriate behavior will not be allowed to continue on the excursion or activity, may be prohibited from participating in future activities, and will not receive a refund or credit of any kind.

Should a participant miss the return transportation for an excursion, they are responsible for all expenses related to the return trip, and assume all responsibility and risks associated with the return trip. ISA is fully and completely released from any and all liability for events that may happen during the return trip.

ISA participants of the opposite sex are not permitted to stay the night in another ISA participant's hotel room. In addition, ISA participants are not permitted to invite non-ISA participants to the excursion hotel.

#### **INDEPENDENT TRAVEL AND TRAVEL RESTRICTIONS**

ISA has restricted travel to certain regions of the world. A complete list of restricted locations is available on the ISA website and is continually updated based on ISA direct observation and recommendations by the US Department of State, Overseas Security Advisory Council, World Health Organization reports, and expert consultation. While participating on an ISA program, participants must abide by all travel restrictions established by ISA. Violation of any ISA travel restriction is cause for dismissal from the ISA program, and will require an immediate return to the U.S. Participants understand that they are responsible for researching any region or country they plan on visiting outside of the host city, including health, safety and security concerns in that location. Even though a country or region does not appear on the travel restrictions list, this does not mean that the location is free of risk.

ISA participants are required to inform ISA anytime they leave the host country, or travel outside of the program city. ISA participants are required to provide emergency contact information and must also update the program staff should their travel plans change, as so ISA can account for participants in the event of an emergency.

## **WI-FI ACCEPTABLE USE POLICY**

All users of the Wi-Fi system at an ISA office or ISA host residence facility must comply with this Acceptable Use Policy (AUP). This AUP is intended to prevent unacceptable uses of the Internet. ISA does not actively monitor the use of the Wi-Fi system under normal circumstances. Similarly, we do not exercise editorial control over or review the content of any Web site, electronic mail transmission, newsgroup or other material created or accessible through the Wi-Fi System. However, we may remove, block, filter or restrict by any other means materials that, in our sole discretion, may be illegal, may subject ISA to liability or may violate this AUP. ISA may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrongdoing. Violation of this AUP may result in the suspension or termination of the user's access to the Wi-Fi system.

## **CRIME VICTIM ASSISTANCE**

If a participant is the victim of any crime while on the program, they should immediately contact the ISA Resident Director. Upon being notified of the incident, the Resident Director will accompany the participant to the hospital, if necessary, help the participant file a police report with the local authorities, notify the U.S. Embassy for additional support as needed, and refer the participant to counseling services available in the city. If a participant is the victim of any form of sexual misconduct including, but not limited to rape, and does not wish to report it to the ISA Resident Director or other ISA staff member, they are encouraged to seek help from a confidential resource. Confidential resources, such as counselors, can provide participants with information about support services and their options.

## **SEXUAL MISCONDUCT**

ISA does not tolerate any form of sexual misconduct including, but not limited to, stalking, relationship violence, sexual harassment, sexual assault or rape. Actionable under this policy are acts of unwelcome sexual advances; requests for sexual favors; vulgar, abusive, humiliating or threatening language or pictures; practical jokes; and other sexually inappropriate behavior. An attempt to commit an act of sexual misconduct or assisting or willfully encouraging an act is also considered a violation of this policy. Any violations of this policy may result in removal from ISA facilities or dismissal from the program. ISA participants who become aware of an act of sexual misconduct or who believe they have been subjected to sexual misconduct, are encouraged to seek help from the on-site Resident Director, ISA's Director of Health, Safety and Security, or a confidential resource of their choosing. This policy applies to all members of the ISA community, including participants, staff and host families.

## **ALCOHOL AND DRUG POLICY**

ISA participants who are of legal age and choose to drink alcohol are responsible for their actions at all times. Excessive alcohol consumption is considered a violation of this policy. ISA prohibits consumption of alcohol by participants who are not of legal drinking age in the host country, as well as distribution of alcohol to participants who are not of legal drinking age or who are otherwise restricted. ISA prohibits consumption of alcohol or illegal drugs in any of its facilities, on any ISA sponsored transportation, or in any ISA sponsored hotel or accommodation. Alcohol or open containers found in ISA sponsored lodging will be the responsibility of all parties present, regardless of actual consumption, unless responsibility can be clearly attributed to a participant(s). Open containers of alcohol are not permitted in ISA participants' private quarters at their residence in the host country. ISA participants are not allowed to buy, sell, use, or possess illegal drugs. "Illegal drugs" refers to drugs that are prohibited by law in either the U.S. and/or the program's host country. Abuse or misuse of prescription drugs, including but not limited to combining with alcohol where contraindicated or otherwise used in violation of a physician's instructions, and use or distribution of prescription drugs by or to anyone other than the prescribed user, is prohibited. Excessive alcohol consumption or violating drug laws abroad may have very serious consequences including criminal penalties and/or jail time. The risk of accident and injury abroad is greatly increased by the use and abuse of alcohol or drugs.

## **COMPLIANCE WITH THE LAW OUTSIDE THE UNITED STATES**

While abroad, ISA participants are subject to the foreign country's laws and regulations, which may differ significantly from those of the United States and may not afford the protections available under U.S. laws.

ISA strongly discourages ISA participants from engaging in any independently-arranged employment or conducting any business in the foreign country during the program, unless the participant possesses proper legal documentation and provides ISA with written proof of such authorization. ISA assumes no responsibility for a participant's independently-arranged employment while abroad, and ISA shall not be liable for insurance, legal aid, or assistance in connection with any issues arising out of or related to such employment.

ISA strongly discourages ISA participants from owning or operating vehicles while participating in the program. Traffic congestion, poor road quality, and different laws and regulations, civil and criminal, can make driving motor vehicles in foreign countries extremely hazardous. Insurance requirements and other financial responsibility laws vary from country to country. ISA assumes no responsibility for a participant's operation of a motor vehicle while abroad, and ISA shall not be liable for insurance, legal aid, or assistance in connection with any issues arising out of or related to motor vehicle operation.

Each foreign country has its own laws and standards of acceptable conduct, including dress, manners, morals, politics and behavior. Participant is responsible for abiding by all such laws and standards for each country to or through which they may travel. Should a participant develop legal problems with foreign nationals or foreign governments, it is their sole responsibility to attend to the matter at their own expense.

## **PROHIBITED BEHAVIOR**

ISA participants are prohibited from the following: Criminal behavior or violation of local laws; Bribery of ISA staff or other officials; Violation of residential guidelines or rules; Excessive absences; Behavior that is detrimental to their health, welfare, or safety or of others; Self-endangerment, including involvement in activities or behavior that could result in personal harm, including, but not limited to, frequenting dangerous places, association with criminals, prostitution, or repeated intoxication; Disruptive behavior; Disorderly, indecent, or obscene conduct, gestures, or actions; Violent, abusive or threatening language or behavior towards ISA staff, host university faculty, host family, housing staff, or participants; Unauthorized

or illegal possession or use of a firearm or other dangerous weapon; Theft or vandalism; Participation in strikes, demonstrations, or other political gatherings; Property damage to ISA facilities, host university, housing, or hotels; Unauthorized use of or entry to any ISA or host institution facilities or equipment; Unauthorized access to, viewing, copying, or distribution of ISA records; Use of ISA equipment for any illegal purpose; Forgery or alteration of legal, government, or ISA-issued documents with the intent or purpose to defraud; Plagiarism, cheating, use of unauthorized materials, or engaging in access or distribution of confidential academic materials; Dishonesty; Falsification of personal records, including, but not limited to, any alteration of transcripts or grade reports, participant medical or other records, the application for admission, financial aid documents, or other documents required for participation in the ISA program; Conduct unbecoming an ISA participant including but not limited to violation of any ISA policies. Failure to notify ISA of any disciplinary or criminal matters, pending or otherwise. Prohibited behavior may result in immediate dismissal from the ISA program.

#### **INCLUSION AND ADHERENCE TO ISA'S POLICIES AND GUIDELINES**

In addition to the ISA Code of Conduct, participants are responsible for adhering to the policies and guidelines outlined in the program application and all forms included in the ISA Student Portal. This includes, but is not limited to, Program Contract; Academic Records, Policies and Guidelines; Medical History; and applicable housing contract(s).

If any information changes from what was reported by the participant on an ISA form, the participant is responsible for promptly informing ISA of those changes. ISA reserves the right to update the information included in this Code of Conduct and/or in any other ISA policy as included in the ISA Student Portal and ISA will notify participants of any relevant changes.

#### **PROCEDURES IN THE EVENT OF A VIOLATION OF THE ISA CODE OF CONDUCT AND/OR OTHER ISA POLICIES**

In the event of a violation of the Code of Conduct or any other ISA policies, there will be an investigation of the circumstances and the participant(s) involved may provide information to facilitate the investigation. The procedures are as follows:

ISA participants will be notified by an ISA staff member of any alleged violation(s) of this Code of Conduct or of any ISA policy. The program participant(s) and any other involved parties will have an opportunity to provide pertinent information, including any written statements from themselves or witnesses, regarding the incident. A report from the ISA on-staff will be sent to ISA Headquarters (in Austin, TX) for review. The report will be added to the participant's ISA file and may be shared with the participant's home and/or host university at the discretion of ISA.

#### **ADMINISTRATIVE REVIEW PROCESS**

The Resident Director and ISA's U.S.-based management, based on the available information, will make a decision regarding the consequences for violation of the Code of Conduct or other ISA policy, if any. Disciplinary action will be determined during this process. ISA participants will be notified in writing, as soon as practicable, of ISA's decision. Any disciplinary actions are effective once the participant has been notified, either verbally or in writing. In the case of serious misconduct involving health or safety, the ISA Resident Director has the sole discretion and authority to immediately dismiss any participant from their residence or the program. ISA, at its discretion, may notify the home or host institution of any serious misconduct involving health or safety.

#### **DISCIPLINARY ACTIONS**

Disciplinary actions can take a variety of forms, and can be issued in combination, depending on the violation in question. ISA at its sole discretion will determine what action, if any, to take for violation of the Code of Conduct or other ISA policy. ISA participants will not receive a refund or credit for missed activities or events as a result of any disciplinary actions. Such actions include but are not limited to the following:

**Restitution:** Payment of the cost to repair or replace any damage of personal property because of damage or theft.

**Suspension or Loss of Privileges:** ISA participant's privileges to use facilities or to participate in activities or events may be restricted for a designated period of time or completely withdrawn.

**Housing Termination:** ISA participant may be required to leave the ISA-arranged housing and obtain housing accommodations on their own and at their own expense.

**Disciplinary Probation:** ISA participant will be provided written notification of the terms and condition of the probationary restrictions imposed for violating the Code of Conduct or other ISA policy. Failure to comply with such restrictions or further violations during the remainder of the participant's ISA program may result in immediate dismissal from the program.

**Dismissal:** Permanent removal of the ISA participant from the ISA program.

#### **DISMISSAL POLICY**

The Resident Director will warn ISA participants who are abusing the rules and are in danger of disciplinary actions; however, when the offense is serious enough to warrant dismissal, no warning shall be necessary. The Resident Director may place an ISA participant on probation for one week while ISA makes its final decision. The probation may require the ISA participant to find alternative housing at their own expense. During this probationary period, the ISA participant will be prohibited from participating in all ISA group activities. Dismissal from the ISA program shall not diminish or otherwise affect the ISA participant's obligation to make any and all payments to ISA. An ISA participant who is removed from the ISA program will receive a Dismissal Notification Form. As long as the form is signed by the participant they may appeal the decision within 48 hours. An ISA participant who is removed from the ISA program will receive no grades for course work in progress. In addition, the dismissed participant 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 the host institution or ISA, as well as personal financial obligations, including but not limited to utility bills and rent. A dismissed participant's registration at the home institution may be barred until all such financial obligations have been met. The ISA participant's home or host institution may, at its discretion, take further disciplinary actions against a participant sanctioned by ISA, including, but not limited to, suspension or dismissal.

If a participant is dismissed from the ISA program, they will be responsible for changing their flight or purchasing a one-way ticket home on the next available flight along with all associated ground transportation costs.

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## ASSUMPTION OF THE RISK, RELEASE AND INDEMNIFICATION

The Participant (and Undersigned, if participant is not at least 18 years old) understand that there are certain dangers, hazards, and risks involved in international travel and in the activities included in the ISA Program that could include serious or even mortal injuries and property damage. With knowledge of these dangers, hazards, and risks and in consideration of being permitted to participate in the ISA Program and all associated activities, including, but not limited to, those described above, I, the Participant, on behalf of myself, my family, spouse, estate, heirs, executor, administrator and personal representative, agree to assume all the risks and responsibilities arising out of my participation in the ISA Program, the transportation to and from the Foreign Country, and in any independent research or activities undertaken as an adjunct thereto. I release and hold harmless ISA, its governing board, officers, employees, agents, and interns ("Releasees") from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any nature whatsoever which I may have or which may hereafter accrue to me, that may be sustained by me or any property belonging to me, even if caused by any negligence or carelessness of the Releasees. I understand and agree that this assumption of the risk, release and indemnification agreement shall be in effect while (a) I am in or in transit to or from the Foreign Country where the Program or any adjunct to the Program occurs or is being conducted; (b) during any independent travel or activities undertaken by me; and (c) arising out of or relating to my participation in the Program.

It is my express intent that this release and hold harmless agreement shall bind the members of my family and spouse, if I am alive, and my family, estate, heirs, administrators, personal representatives, or assigns, if I am deceased, and shall be deemed as a "Release," Waiver, Discharge, and Covenant not to sue the above-named "Releasees." I, the Participant and the Undersigned, agree to indemnify, defend and hold harmless Releasees from all liabilities, damages, losses, expenses, and attorney's fees arising out of any claim, cause of action, or demand made by any person or legal entity arising out of my travel to and from the Foreign Country, participation in the Academic Program, and independent travel, even if such claims, causes of action, and demands are based in whole or in part on any negligence of the Releasees.

In signing this Release, I, the Undersigned, acknowledge and represent that I have become fully informed of the content of this assumption of risks and hold harmless agreement by reading it before signing it, that I have been afforded ample time within which to consult with an advisor of my choice, and, by signing this document as my own free act and deed, confirm that no oral representations, statements, or inducements, apart from the foregoing written statement, have been made.

I, the Participant and Undersigned, execute this release for full, adequate, and complete consideration fully intending to be bound by the same.

[THIS IS A RELEASE OF LEGAL RIGHTS.](#)

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## RIGHTS AND PRIVACY ACT

The Family Education Rights and Privacy Act of 1974, as amended, (the Act) prohibits releasing participant data to anyone without express written permission from the participant. If a situation occurs where ISA deems the participant's well-being is at risk, I authorize ISA to contact my parent/guardian. By initialing this section, I give ISA express permission to disclose information about me to my parent/guardian as ISA determines to be necessary to protect my well-being, and I waive all rights under the Act for such disclosure.

[THIS IS A RELEASE OF LEGAL RIGHTS.](#)

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## GOVERNING LAW AND CHOICE OF FORUM

This Agreement shall be construed in accordance with the laws of the State of Texas without regard to any choice of law provisions thereof. Each party to this agreement irrevocably consents to personal jurisdiction in the state and federal courts located in Austin, Travis County, Texas, and agrees that Travis County is the only proper venue, and shall be the exclusive venue, for any suit, action, or arbitration proceeding pertaining to, arising out of, or related to this agreement or the Academic Program. I waive any objection on the basis of forum non conveniens. The terms and provisions of this Agreement shall be severable, such that if a court of competent jurisdiction holds any term to be illegal, unenforceable, or in conflict with any law governing this Agreement the validity of the remaining portions shall not be affected thereby.