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1.1 Terms and Conditions

- These are the terms and conditions of the agreement between Oregon State University (the University) and the student. These terms and conditions are effective upon completion of the confirmation process. These terms and conditions supersede any promises, representations and warranties, whether written or oral, made by or on behalf of the student or the University.
- Students should read these terms and conditions very carefully before submitting their application for admission.
- All students are bound by the standards, policies and procedures of the University as amended from time to time. These can be found at: <http://fa.oregonstate.edu/gen-manual> The University may assign or sub-contract, in whole or in part, some or all of the benefit and/or burden of this agreement without any approval from the student.
- Definitions:
 - Program (program) refers to individual courses of study. Programs offered by INTO Oregon State University include: General English (GE), Academic English (AE), Study Abroad with English (SAWE), Visiting International Student Program (VISP), College Year Abroad (CYA) and Pathway (PW).
 - The admitted study plan (study plan) refers to the entirety of program(s) offered and accepted by the student at the time of admission. If the student has made multiple selections (GE, AE and PW), the study plan is the entire period of time needed to complete all selections.

2.1 Changes to the Terms and Conditions

- The University reserves the right to amend the terms and conditions. In such circumstances, the University will provide the student with a revised set of terms and conditions upon request. The University also makes these terms and conditions available to all students at: <http://blogs.oregonstate.edu/intoosu/osu-policies/terms-and-conditions/>

3.1 Application, Admissions, Program Offer, Confirmation and Deposit

- Students should complete their application and submit it to Oregon State University's International Admissions office.
- If the student is admitted, the University will issue a written offer. As described in the offer letter, in order to accept the offer, the student must sign the acceptance letter and, if applicable, remit a deposit payment. This completes the confirmation process and denotes acceptance of the offer and of these terms and conditions. Completing this confirmation process confirms the student's enrollment, and housing reservation as outlined below.
- Once the confirmation process is complete, the deposit is only refundable in the event that a student is unable to meet visa entry requirements, subject to the receipt of an official visa rejection letter by the published start date of the student's study plan.
- Where a student has selected more than one program as part of his or her study plan, the higher deposit amount will be required.
- If a student enters the United States on an I-20 based with the PW program as the ultimate study goal, the student will be bound by the PW program terms and conditions.

4.1 Full Payment

- The remaining outstanding balance must be paid four (4) weeks prior to the published start date of the student's study plan. Any variation to standard payment terms must be made in advance and agreed to by the University and the student in writing. Unless otherwise agreed to in writing, or if the below government sponsored student exception is met (b), full payment must be made prior to registration.
- If a student arrives with an unofficial financial guarantee letter from a sponsoring body, the student will be required to either (i) pay in full or (ii) provide an official letter of financial guarantee from the sponsor by the end of the second week of classes for all programs. Students with unofficial letters of financial guarantee will be allowed to register for classes, but if the official letter of financial guarantee is not received by the deadline (or the student has not paid in full), students will be withdrawn from their classes and disenrolled from the INTO Oregon State University program.
 - An official letter of financial guarantee must specify that the guarantee covers the entire academic term. Sponsors will be invoiced for their portion of fees, and the student will be refunded any credit balance remaining on his/her account after payment has been received from the sponsor.
 - Sponsored students who wish to have their Oregon State University health insurance waived due to sponsor-provided coverage must comply with Oregon State University Student Health Services waiver requirements.

5.1 Overdue Payment

- In cases of overdue payment, the University reserves the right to suspend or cancel enrollment for students who do not have a pre-agreed arrangement with the University in writing for late payment, and to charge interest on the outstanding balance. Interest will be charged at the rate of 1% per month (12% APR).

6.1 Health Insurance

- The University requires non-immigrant international students to be covered by health insurance which meets the US Government's visa requirements, State of Oregon and Oregon State University requirements. Students unable to provide evidence of adequate coverage at the time of their application are required to purchase the University International Student Insurance coverage as a condition of enrollment.

- Students who have health insurance coverage that meets or exceeds the coverage offered by the University International Student Insurance plan may request a waiver by completing the process through the University Student Health Center Insurance Office. The waiver form may be found at: http://studenthealth.oregonstate.edu/sites/studenthealth.oregonstate.edu/files/main/docs/int_waiver_form_20152016.pdf
- General health insurance information may be found at: <http://studenthealth.oregonstate.edu/internationalplan>

7.1 Cancellation, Change, Withdrawal and Transfer Policies 7.2 Cancellation

If visa entry requirements have been met, the following cancellation charges apply:

- There will be no refund of program fees, tuition, or deposits for students who cancel, withdraw, transfer early to an OSU degree seeking program or are suspended or dismissed from any INTO Oregon State University program after the published start date.
- Cancelling a program prior to the published start date will result in the following cancellation fees:
 - For GE, CYA: \$1,000 cancellation fee
 - For AE, PW, SAWE, VISP: \$2,000 cancellation fee
- Cancellation of a program or study plan by the student includes cancellation of the International Student Insurance if the student does not remain at Oregon State University. Refunds will be made for the unexpired period of coverage minus a \$50 administrative charge. Other restrictions from the health insurance provider or Student Health Services at Oregon State University may apply. Students are advised to check directly with the Oregon State University Student Health Insurance office at +1 541 737 7568.

7.3 Change

- Students making a change to their study plan will be charged a \$250 administrative fee.
- Students currently enrolled in a PW program will not receive a refund if making a program change to a lower-cost program.
- All change requests must be received two (2) weeks prior to the published program start date.

7.4 Withdrawal

- There will be no refund for students who cancel or withdraw from any INTO Oregon State University program after the published start date.
- If the student does not meet the conditions of the offer letter and the offer of admission is withdrawn, no cancellation fees will be payable by the student provided that the student informs INTO Oregon State University in writing and sends evidence that the conditions have not been met. This information must be received no later than four (4) weeks before the program start date.

7.5 Transfer

- If a student is in an INTO Oregon State University GE, CYA, SAWE, VISP or AE program and transfers to an INTO partner school, any INTO Oregon State University tuition fees will transfer if the request is made prior to the published start date for the INTO Oregon State University program.
 - If the transfer request is made after the INTO Oregon State University program's published start date, there will be no transfer of tuition for the currently enrolled term/session, but the remaining tuition paid will be transferred to the future INTO partner school.
- Housing cancellation fees described below will apply.
- If a student has agreed to attend an INTO Oregon State University PW program, and has begun the program, there will be no transfer of any fees.

8.1 Accommodations

- On application, students are invited to select their preferred accommodations. Accommodations are confirmed when the housing deposit is paid.
 - The University agrees to make every reasonable effort to provide the preferred accommodation type as requested. If unable to do so, the University reserves the right to provide an alternative type of accommodation, which will be charged at the published rate.
- Students living in University accommodations are required to abide by the Terms and Conditions of the Room and Dining Contract, as well as the Student Policy and Information Guide. In the case of a conflict, these terms and conditions will control.
- Undergraduate PW students and AE students with the intention of progressing to Undergraduate PW are required to live in University housing for the first three (3) terms of enrollment in an INTO Oregon State University program, or an Oregon State University degree-seeking program for students in accelerated Undergraduate PW programs, unless:
 - The student is living with immediate family in a family situation (mother and/or father, legal guardian; sibling; aunt or uncle; or grandparent) and within an approximately 30-mile radius of the Corvallis campus of Oregon State University.
 - The student has a legal dependent living with him/her.
 - The student is married or has a domestic partner.
 - The student has attended an institution of higher education as a regularly enrolled student for at least two regular semesters or three regular quarters, post high school graduation, excluding summer sessions.
 - The student has graduated from high school more than one calendar year before the term they are planning to start classes.

Once the three-term commitment has been met, students may choose to stay in on-campus housing or to move off campus. If the student is enrolled in the Undergraduate PW program, but chooses to cancel his/her program or housing before the three-term commitment has been met, no housing refund will be awarded.

A student seeking a waiver of the requirement to live in University housing for the reasons stated in sections i, ii, iii, iv and v above must submit a written request to the INTO Oregon State University Housing Office.

- Graduate PW students and AE students with the intention of progressing to Graduate PW are not required to live in University accommodations; however, if they would like to select University accommodations, they must agree to a three-term contract in off-campus graduate housing arranged by INTO Oregon State University, a three-term contract in a double room and shared bathroom in the on-campus residence halls, or a one-term contract in homestay.
- Due to the decrease in on-campus occupancy during the Oregon State University Summer Term (June-September), the University may determine that some students need to move rooms to a new residence hall in June or in September. Move notifications will be sent during the Spring Term.

8.2 Accommodation Changes or Cancellation

- If a student has specified his/her intent to stay in University housing, the student must pay a housing deposit and the student will be responsible for housing charges for the entire term specified in his/her application form. A student who cancels accommodation after payment of the INTO Oregon State University housing deposit will be subject to the following cancellation policies:
 - For students who cancel their on-campus housing in writing at least four (4) weeks prior to the published start date of their program or study plan, the cancellation fee will be the housing deposit.
 - For students who do not cancel their on-campus housing in writing at least four (4) weeks prior to the published start date of their program or study plan, the cancellation fee will be the greater of the housing deposit or the established individual daily room rate for the remainder of the housing contract. Note: PW students who cancel their housing prior to fulfillment of the Undergraduate PW Housing Requirement (3 terms) or the Graduate PW Housing Contract will not receive any housing refund.
 - Housing waiver requests must be submitted at least four (4) weeks prior to the published start date. Waiver requests received after the 4-week deadline will be treated as cancellations.
 - Homestay Cancellation: 30-day notice is required to cancel a Homestay placement after the housing start date. For students who cancel a Homestay placement after the housing start date, the cancellation fee will be the greater of the Homestay deposit or the remainder of the 30-day notice. There is no refund of accommodation deposit if a Homestay placement is cancelled prior to the move-in date.
 - Students who are dismissed or suspended from their program, the University or University housing will be charged cancellation fees as outlined in these terms and conditions.
 - Students who fail to arrive without notifying INTO Oregon State University will not receive a housing refund of any kind.
 - In all cancellation scenarios, any meal plan charges exceeding the allotted amount assessed by University Housing and Dining will be charged to the student, in addition to any applicable cancellation fees.
- At the University's discretion, housing cancellation fees may be waived based on a student's petition for the following reasons:
 - The Resident completes his/her entire study plan.
 - The Resident suffers significant and/or unforeseeable financial hardships outside the Resident's reasonable control.
 - The Resident has an unforeseen and documented medical reason which requires the Resident to live off campus.
 - The Resident is unable to meet visa entry requirements, subject to the receipt of an official visa rejection letter.

If a waiver or cancellation has been requested and approved, charges will not be finalized until the resident vacates Housing. Additional charges may be incurred by the student if the facility has not been properly cleaned or there is lost/damaged property.

9.1 Student Conduct

- Students are required to observe the standards, rules, and requirements of Oregon State University, as well as laws of municipalities and counties, the State of Oregon, and the United States of America.
- Students are subject to the standards of conduct as described by University rules and policies, as amended from time to time. Information regarding student conduct may be referenced at the following website: <http://studentlife.oregonstate.edu/studentconduct/>
- Failure to abide by conduct regulations and relevant laws may lead to suspension or expulsion from the University. This may impact your immigration status, so please review the Student Conduct Code carefully.

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10.1 Appeals

- a. Students may challenge decisions through established procedures for appeals and grievances. Information on appeal procedures is available in the Student Handbook, at the International Living-Learning Center's Welcome Desk, and online via the Student Info Depot: <http://blogs.oregonstate.edu/intoosul/> as amended from time to time.

11.1 Late Arrivals and Program Entrance Deadlines

- a. All students are expected to arrive and start their study plan on the scheduled start date. All late arrivals must be approved by INTO OSU in advance and will be considered on a case-by-case basis. No deposits, tuition, accommodation costs, or other fees will be refunded for late arrivals (and late fees may apply, as described below). Any revision of the study plan will most likely involve additional time and expenditure with regard to tuition and accommodation fees.
- b. There are strict deadlines for program entrance. An arrival after the deadline will likely result in the student being unable to attend INTO Oregon State University classes for the term, and may also require that the student return to his/her country until the next available term. Students who enter the United States but cannot enroll will need to work with the University and INTO Oregon State University to arrange readmission and new visa documents.

12.1 Late Registration Fees

- a. All students who register on or after the first day of classes for the term and who do not have prior approval to register late will be assessed a \$250 Late Registration Fee.
 - i. If a student has been approved for a late arrival by International Student Advising and Services he/she will still be charged a \$250 Late Registration Fee but will have the option to submit a Registration Appeal to have the fee reversed.
- b. INTO Oregon State University Students who register late for Oregon State University classes may be assessed additional Oregon State University's late fees as well. <http://oregonstate.edu/registrar/>

13.1 Airport Pick-ups

- a. Airport shuttle service from the Portland International Airport to Corvallis is available to all newly-arriving students at no additional charge; however, reservations are required and must be made 72 hours in advance. Oregon State University Arrival information may be submitted at: <https://app.ohds.oregonstate.edu/into/arrival/information/login> Oregon State University cannot guarantee an airport shuttle reservation if a request is made less than 72 hours in advance. Oregon State University is not affiliated with the third party shuttle service and only arranges transportation on your behalf as a courtesy to INTO Oregon State University students. Use of the shuttle service is provided under the shuttle service company's terms and conditions and is at your own risk. Oregon State University makes no representation or warranty as to the reliability, courteousness, ability to make travel connections, condition of the shuttle vehicle, and the safety of persons and property related to reservation or use of the shuttle service. By requesting a shuttle reservation, you and your family, estate, heirs, personal representatives, administrators, and assigns release Oregon State University from any and all liability, claims, causes of action, damages or demands of any kind and nature whatsoever that may arise from or in connection with your reservation or use of the shuttle service.

14.1 Notification of Refund

- a. Refund payments will be refunded to the original account using the original payment method. On a case-by-case basis, it will be determined if any refunds can be returned to the individual student.

15.1 Deferral of Program Start Date

- a. All requests to defer a program must be received four (4) weeks prior to the published program start date, unless in the case of a visa denial. Students may make two (2) requests to defer the program start date without penalty. Any additional deferral requests will result in a \$300 program deferral fee. An express mail fee will be charged every time express mail is used to send program documents.
- b. Students who submit deferral requests after the 4-week deadline will be assessed program cancellation penalties as described in section 7.1.

16.1 Academic Criteria

- a. Students are accepted into their study plan with the strict understanding that progression through the study plan and successful completion of any program are conditional upon satisfactory attendance and successful attainment of all progression requirements. During the International Student Orientation, all students will be made aware of the criteria for successful completion of the courses in their study plan. The assessment of student academic performance is the responsibility of the course instructor.
- b. Currently enrolled students in GE, CYA, AE, SAWE, VISP or PW programs who are planning to enter a Pathway, Conditional Admission Program (CAP), or OSU degree-seeking program must also meet the following requirements to progress:
 - i. Completion of current term enrollment in Good Attendance Standing.
 - ii. Completion of current term academic program (this includes all graded Academic English classes in any level) with a grade of C or better in Reading/Writing, Listening/Speaking and passing grades in elective courses.
 - iii. Current enrollment must not be more than one language level below the desired entry level.

Note: This includes students who meet the language proficiency requirement based on a qualifying test score.

For a complete description of the progression requirements, please refer to: <http://blogs.oregonstate.edu/intoosul/osu-policies/test-scores-progress-pw-cap/>

- c. Students who do not meet the criteria for successful completion will not be allowed to proceed with their original study plan. Students may be offered advice on suitable alternative study options, which may include retaking courses or changing their study plan. An alternative study plan may involve additional time and expenditure with regard to tuition and accommodation fees.
- d. Many students find it difficult to complete all requirements for an undergraduate degree in just four (4) years of study (attending only three [3] terms per year). They typically need to enroll in one (1) or more summer terms to stay on track to graduate in four (4) years.

16.2 Academic Standing

- a. Students in PW or Conditional Admission programs are subject to Oregon State University Academic Standing Regulations described at: <http://catalog.oregonstate.edu/ChapterDetail.aspx?key=75#Section2890>
- b. Please note that a student may register in no more than three (3) terms in the same AE level. Students may not repeat any Reading and Writing (R&W) or Listening and Speaking (L&S) course more than three (3) times. If an AE student does not pass an R&W or an L&S course after three (3) attempts, he/she will be academically suspended from his/her program and will not be admissible to Oregon State University (including INTO Oregon State University programs).

16.3 Attendance Standing

- a. Students in GE or AE programs who fail to attend 70% of their classes in any course may be placed on Attendance Warning.
- b. If attendance in any course continues below 70% while the student is on Attendance Warning, students may be placed on Attendance Probation.
- c. If attendance in any course continues below 70% while the student is on Attendance Probation, he/she may be suspended at the end of the Probation term or session.
- d. Students who receive a suspension due to attendance standing are not admissible to Oregon State University (including INTO Oregon State University programs).

16.4 Vacation Terms

- a. Students are not eligible for a vacation term until they have completed nine (9) consecutive months of full-time enrollment in an academic program.
- b. PW program students are not eligible for a vacation term during the first three (3) terms of PW study regardless of how many consecutive months they have already been enrolled.

16.5 Duration of Pathway Programs

- a. PW programs are designed to be completed in three (3) terms. PW study can be extended beyond three (3) terms on a term-by-term basis to a total of five (5) terms; any vacation or leave of absence terms taken after the first three (3) PW terms will not be included in the 5-term PW total. Students may appeal for an additional PW term beyond five (5); appeals for additional PW extension terms will be considered by an appeals committee on a case-by-case basis.

16.6 University Progression

- a. Students who meet all progression requirements for an Undergraduate PW or Graduate PW program will be permitted to progress to the appropriate Oregon State University degree program.

16.7 English Language and Academic Class Times and Sizes

- a. For all English language programs, classes will normally be held Monday through Friday, anytime between 8 am and 8 pm. Average class size is normally eighteen (18) students. Where appropriate, classes may be combined for university-style lectures.
- b. For academic programs, classes will generally be held Monday through Friday, and may be in lecture, seminar, or workshop format. Class sizes will vary, depending on the learning format (i.e., lecture, seminar, and lab).

17.1 Program Admissions Criteria

- a. Students are accepted in good faith into both English language and academic programs on the basis of the certification they provide to meet the admissions criteria. If, however, the results from the tests and assessment procedures upon arrival provide evidence that a student's actual level of English language or academic proficiency is significantly different than the one claimed and is lower than the one required for the designated program, then the student will be formally advised of the results and of applicable options. Students need to be aware that if an alternative study plan is advised, there may be a significant change in study time and expenditure with regard to tuition and accommodation fees.
- b. A student, either individually or through his/her representative, who has submitted any documentation or certification to meet the admissions criteria which is found to have been falsified may be subject to immediate dismissal from the University.

18.1 Students Who Are Under 18

- a. For students under 18 years of age, a parent or guardian will be required to complete a medical information form, and a release of liability form. These forms will be sent to parents and the student at the time of application. No student will be allowed to enroll without these forms having been completed, signed and returned prior to the start of the program.

19.1 Student Information

- a. At the time of application, students are requested to sign a release authorizing Oregon State University to share information about the student with parents and/or representatives. It is part of the unique nature of the INTO Oregon State University program that our Center works most effectively if it can provide substantive and ongoing feedback about academic performance and/or financial issues to parents and other individuals involved in the student's success.
- b. Students may also agree in writing that their records and achievements may be used for promotional purposes without notification. Such consent will remain in effect until such agreement is withdrawn in writing.

20.1 Holidays

- a. The University is closed during most recognized US holidays. Consult: <http://oregonstate.edu/> for closure dates. Term dates are published in the 2016-17 brochure, and are based on knowledge of each program's start and end dates at the time of publication.

21.1 Liability

- a. Neither INTO Oregon State University, Inc., the University, nor their staff or representatives will be liable in the event that, for any reason, they are not able to supply a service due to circumstances beyond their practicable control.

22.1 Prices

- a. The prices stated in the 2016-17 brochure are subject to change without notice.

23.1 Disclaimer

- a. INTO Oregon State University has taken great care in compiling the information contained in this brochure, which we believe to be accurate at the time of printing. However, the provision of programs, facilities and other arrangements described in the 2016-17 brochure may be subject to change without notice.

24.1 Equal Opportunities and Diversity

- a. Oregon State University, as a community of scholars, is committed to the elimination of discrimination and the provision of equal opportunity in education and employment. In compliance with state and federal laws and regulations, we do not discriminate on the basis of age, color, disability, gender identity or expression, marital status, national origin, race, religion, sex, sexual orientation, or veteran's status in any of our policies, procedures, or practices. This non-discrimination policy covers admission and access to, and treatment and employment in, all programs and activities, including, but not limited to, academic admissions, financial aid, educational services and employment.

25.1 Severability

- a. If any provision of these terms and conditions is held to be invalid, illegal, void, or unenforceable, then such provision shall be modified by the proper court or other authority to the extent necessary and possible to make such provision enforceable, and such modified provision and all other provisions of these terms and conditions shall be given effect separately from the provision or portion thereof determined to be invalid, illegal, void or unenforceable and shall not be affected thereby.

26.1 Governing Law and Jurisdiction

- a. These terms and conditions shall be governed by and construed in accordance with the domestic laws of the State of Oregon, United States, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction. Each of the parties submits to the jurisdiction of any state court sitting in Benton County, Oregon in any action or proceeding arising out of or relating to these terms and conditions, and agrees that all claims in respect of the action or proceeding may be heard and determined in any such court. Each party also agrees not to bring any action or proceeding arising out of or relating to these terms and conditions in any other court. Each of the Parties waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought, and waives any bond, surety, or other security that might be required of any other party with respect thereto.