

INTO The University of Alabama Birmingham

Terms and Conditions

2019-2020

Previous years' terms and conditions are available upon request.

1. Terms and Conditions

- a. These are terms and conditions of the agreement between The University of Alabama-Birmingham (the University) and the student. These terms and conditions are effective upon completion of the confirmation process, as detailed in Section 3 below. 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.
- b. Students should read these terms and conditions very carefully before signing their application for admission.
- c. All students are bound by the regulations, policies and procedures of the University as amended from time to time. These can be found herein; within UAB's Policies and Procedures Library (<http://www.uab.edu/policies/Pages/default.aspx>) and in the University's Student Handbook (<http://catalog.uab.edu/student-handbook/>). 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.
- d. Program (program) refers to individual courses of study. Programs offered by INTO UAB include, but may not be limited to:
 1. Academic English (AE)
 2. International Year One (IYO)
 3. Graduate Pathway (GPW)
 4. Integrated Masters (IMP)
- e. The admitted study plan (Study Plan) refers to the full length of study including all INTO UAB programs to which a student is admitted. If a student has been admitted to more than one program at INTO UAB and has received an I-20 based on those programs, the Study Plan includes all programs and spans the entire period of time needed to complete all programs.
- f. You can ask for help in understanding the full Terms and Conditions document in your native language. To do this, please consult with your Educational Counselor or email elpuab@uab.edu. Translations of sections 3.3, 4.0, 6.1, and 7.1 are available in the

following languages (click link for access):

[Arabic](#)

[Chinese](#)

[Korean](#)

2. Changes to the Terms and Conditions

- a. The University reserves the right to amend the terms and conditions as needed. The most current terms and conditions will be available at <https://www.intostudy.com/en-gb/terms>. In such circumstances, the University will provide the student with a revised set of terms and conditions upon request.

3. Program Application, Offer, Confirmation, and Deposit

3.1 Application

- a. Students should complete their application and submit it to the INTO Application Processing Center.

3.2 Offer

- a. If the student is admitted, the University will issue a written offer. Offer letters may differ from the Study Plan submitted at time of application, depending on student qualifications. The offer letter will include the Study Plan offered, any required deposit(s), and instructions for confirming acceptance of the offer.
- b. In order to accept the offer, the student must sign the accompanying acceptance letter and any required deposit(s). All deposit(s) will be applied toward tuition, accommodation or other charges associated with enrollment.

3.3 Confirmation and Deposit

- a. Receipt of the signed acceptance letter and deposit(s) completes the confirmation process and denotes acceptance of these terms and conditions. Upon completion of the confirmation process, students will receive notice of confirmation, I-20 (as applicable), and any remaining balance.
- b. Completing the confirmation process ensures the student's enrollment in a program and confirms a housing reservation and insurance, where applicable.

- c. Deposit(s) are 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 Study Plan.
- d. If a student enters the United States on an I-20 based on a Study Plan that includes an IYO, GPW or other academic program, the student will be bound by all terms and conditions pertaining specifically to that program and must comply with all of the requirements to maintain his or her status under the I-20 for the duration of the program.

4. Full Payment

- a. The remaining outstanding balance must be paid four (4) weeks prior to the program's published start date. Any variation to standard payment terms must be made in advance and agreed to in writing. The student will not be permitted to register for his/her program until full payment has been made. Approved Payment plans are subject to \$100 administrative fee.
- b. If a student is applying for a scholarship from a government sponsor, 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 third week of classes for AE/PW/IYO 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, students will be withdrawn from their classes and unenrolled from the INTO UAB program. An official letter of financial guarantee must specify that the guarantee covers the entire 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. Students who wish to have their University health insurance waived due to sponsor provided coverage must comply with University Student Health Services waiver requirements.
- c. Ultimately, both sponsored and non-sponsored students are responsible for any outstanding fees.

5. Overdue Payment

- a. 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 2% per month (24% APR). Upon termination of a student's

enrollment, the University will also cancel the I-20 and the student will not be permitted to remain in the United States. Students with accounts more than 90 days outstanding will be sent to collections.

6. Cancellation, Change, Withdrawal and Transfer Policies

6.1 Program Cancellation

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

- a. There will be no refund for students who cancel or withdraw from any INTO UAB program after the published start date. This includes students who do not arrive at the University on or before the program start date.
- b. Cancelling a program prior to the published start date will result in forfeiture of the program deposit outlined in the offer letter received. Students who are suspended or dismissed from INTO UAB will be charged cancellation fees and will not receive a refund for money paid for tuition or other University charges.
- c. Cancellation of a program or study plan by the student includes cancellation of the International Student Insurance if the student does not remain at the University. Refunds will be made for the unelapsed period of coverage minus a \$50 administrative charge. Other restrictions from the health insurance provider may apply.

6.2 Change

- a. Students making a change to their study plan will be charged a \$250 administrative fee. Students currently enrolled in an IYO or GPW program will not receive a refund if making a program change. All change requests must be received prior to the published program start date.

6.3 Withdrawal

- a. 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 UAB 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.

6.4 Transfer

- a. If the student enters the United States on the I-20 for an INTO UAB program and immediately requests a transfer to another program, school, college or university, no refunds will be given for the duration of the student's first program with the exceptions of prorated meal plan and health insurance refunds. Any further programs or registration can be cancelled with full cancellation fees attached.
- b. If a student transfers to an INTO partner school, any INTO UAB tuition fees will transfer if the request is made prior to the published start for the originating INTO UAB program. If the transfer request is made after the originating program's start date, there will be no transfer of tuition for the currently enrolled term/semester, but the remaining tuition paid will be transferred to the future INTO partner school. If a student has agreed to attend an INTO UAB program, and has begun the program, there will be no transfer of any fees.

6.5 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 be charged a \$300 program deferral fee. An express mail fee will be charged every time express mail is used to send program documents. Students who submit deferral requests after the 4-week deadline will be assessed program cancellation penalty

7. Accommodations

- a. On application, students are invited to select their preferred accommodations. To guarantee on-campus accommodations, payment of the housing deposit must be received four weeks prior to the start of the program or the UAB Housing deadline.
 - i. The application allows students to indicate their housing selection. The University agrees to make every reasonable effort to meet this request. 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.
 - ii. All students will be residing in double occupancy residence halls, and no single bedroom options are available.
- b. Students living in University accommodations are required to execute and abide by the terms and conditions of a Housing and Residence Life Contract, as well as the Residence Life Handbook available at: <http://uab.edu/students/housing>. In the case of a conflict, these terms and conditions will control: <http://uab.edu/students/housing>

- c. Due to the decrease in on-campus occupancy during the UAB Summer Term (May-August), the University may determine that some students need to move rooms or residence halls at the end of April and then again in August. Advance notice will be given.
- d. Undergraduate IYO students and AE students with an Undergraduate IYO in their study plan are required to live in University housing for the first two (2) semesters of enrollment in an INTO UAB program per the UAB Freshmen Live-On Requirement Policy: https://www.uab.edu/students/housing/images/DOCUMENTS/UAB-Freshmen-Live-On-Policy_web-copy.pdf
- e. Housing exemptions are not granted automatically. Each is considered as submitted. If students meet one of the following criteria, they may request a housing waiver:
 - i. The student is married and will be accompanied by his/her spouse during the program.
 - ii. The student is 21 years old or older.
 - iii. The student will reside in principal residence of parent(s)/legal guardian(s) within 25 mile radius of UAB.
 - iv. The student has compelling personal circumstances (i.e. religion, medical, etc.)
 - v. The student graduated high school more than twelve (12) months before the current academic year.
- f. All students living on campus are required to have a meal plan. Meal plans are automatically assigned based on program and cannot be changed until completion of pathway.

7.1 Accommodation Changes or Cancellation

- a. If a student has specified their intent to stay in University housing, a housing deposit must be made and the student will be responsible for housing charges for the entire term specified in his/her application form. Cancelling accommodations after payment of the INTO UAB housing deposit will be subject to the following cancellation fees:
 - i. For students who do not fall under the UAB Freshmen Live-On Requirement and 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.
 - ii. For students who do not fall under the UAB Freshmen Live-On Requirement and cancel their on-campus housing in writing less than four (4) weeks prior to the published start date of their Program or Study Plan will not receive any housing refund.

- iii. Students who fall under the UAB Freshmen Live-On Requirement and cancel their housing prior to fulfillment of the two (2) semester requirement will not receive any housing refund.
 - iv. Students seeking a waiver of this requirement must submit a written request to the INTO UAB Student Experience Team at least four (4) weeks prior to the published start date. Waiver requests received after the 4-week deadline will be treated as cancellations.
 - v. 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.
 - vi. Students who fail to arrive without notifying INTO UAB will not receive any housing refund.
 - vii. In all cancellation scenarios, any meal plan charges exceeding the allotted amount assessed by University Housing & Dining will be charged to the student, in addition to any applicable cancellation fees.
- b. At the University's discretion, housing cancellation fees may be waived based on a student's petition for the following reasons:
- i. The student completes their entire Study Plan.
 - ii. The student suffers significant and/or unforeseeable financial hardships outside the student's reasonable control.
 - iii. The student has an unforeseen and documented medical reason which requires the student to live off campus.
 - iv. The student is unable to meet visa entry requirements and provides an official visa rejection letter.
- c. If a waiver or cancellation has been requested and approved, charges will not be finalized until the student completes all housing move-out procedures and returns their room key. Additional charges may be incurred by the student if the facility has not been properly cleaned and/or there is lost/damaged property.

8. Health Insurance

- a. The University requires non-resident international students to register with the UAB Health Service and to be covered by health insurance which meets the US Government visa requirements and University requirements. Students who have health insurance coverage that meets or exceeds the coverage offered by the International Student Insurance plan may request a waiver by completing the process through the Student Health Center. Information may be found at: <http://www.uab.edu/students/health/insurance-waivers/waivers>. Students unable to provide evidence of adequate coverage at the time of their application will

automatically be enrolled in the current INTO UAB health insurance plan to meet enrolment conditions.

9. Student Conduct

- a. Students are required to observe the policies, rules, and requirements of the University, as well as laws of municipalities and counties, the State of Alabama and the United States of America, as well as comply with the conditions under which the I-20 is issued.
- b. 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 websites: <http://www.uab.edu/students/conduct/student-conduct-code> and <http://web.uab.edu/policies/Pages/default.aspx>
- c. Failure to abide by conduct regulations and relevant laws may lead to suspension from the University and/or from INTO UAB.

10. Appeals

- a. Students may challenge decisions through established procedures for appeals and grievances. Information on appeals procedures is available in the Student Handbook as amended from time to time.

11. Late Arrivals

- a. All students are expected to arrive and start their program on the scheduled start date. All late arrivals must be approved 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 additional late arrival fees may apply. Any revision of the study plan will most likely involve additional time and expenditure with regard to tuition and accommodation fees.
- b. NOTE: There are strict deadlines for program entrance. An unapproved late arrival may result in the student being unable to attend classes for the term/semester and/or enter the United States, and may also require that the student return to his/her country until the next available term.

12. Late Registration

- a. All students who register on or after the first day of classes for the term/semester and who do not have prior approval to register late will be assessed a \$250 Late Registration Fee. Students enrolled in an IYO or GPW program may be assessed University late fees as well.

13. Airport Pick-ups

- a. Requests for airport pick-up should be made at least 72 hours in advance. INTO UAB cannot guarantee a reservation request made less than 72 hours in advance, however, staff will make every attempt to accommodate late requests.
- b. In the event a flight is cancelled or delayed, students must call the Airport Arrival telephone number published in the Pre-Departure Guide to inform INTO UAB Arrival and Housing staff of the new arrival time. Failure to notify INTO UAB may result in a no show cancellation fee being added to the student's account.

14. Notification of Refund

- a. Refunds of any payments made to INTO UAB will only be made to the individual or organization that originally paid the funds. If a third party has paid the funds on behalf of the Student we are unable to refund the funds directly to the Student and any refund will be made directly to the third party who originally paid the funds.
- b. Refunds of any payments made to INTO UAB can only be made to the account from which the payment was made originally. Proof of payment such as a receipt or a bank statement showing payment from that account must be produced for a refund to take place. Failure to do so may delay the refund severely or prevent it altogether.
- c. Refunds will not be paid via cash. INTO UAB reserves the right not to accept any payment by cash at its own discretion.

15. Academic Standards

15.1 Academic Criteria

- a. Students are accepted into their program with the strict understanding that progression through the program and successful completion of the program, are conditional upon satisfactory attendance and successful attainment of specified progression grades. During the program orientation, all students will be made aware of the criteria for successful completion of the courses in their program. The assessment of student performance is the responsibility of the course instructor.

- b. Students who do not meet the criteria for successful completion will not be allowed to proceed with their original program. Students may be offered advice on suitable alternative study options which may include retaking, substituting, or adding courses and/or changing their program. An alternative study plan may involve additional time and expenditure with regard to tuition and accommodation fees.
- c. Many students find it difficult to complete all requirements for an undergraduate degree in just four (4) years of study (attending only 2 semesters per year). They typically need to enroll in one (1) or more summer terms/semesters to stay on track to graduate in four (4) years.

15.2 Academic Standing

- a. Students in Undergraduate IYO programs must maintain an overall GPA of 2.0 to continue in their programs. A student who receives less than the 2.0 GPA will be on Academic Warning after one (1) semester, Academic Probation after two (2) semesters and will be academically suspended after three (3) semesters with a GPA below 2.0. Students will also be placed on Academic Warning should they receive any course grades below C. Students are required to repeat all courses for which they receive a D or F and achieve a minimum of a C grade for each of the courses. Following the University's D/F Repeat Rule (see <https://www.uab.edu/students/one-stop/policies/satisfactory-academic-progress>) the original grade will be replaced with the subsequent course grade. Students on Academic Warning or Academic Probation will work closely with an advisor to devise a plan by which to return to good standing.
- b. Students in Graduate Pathway programs must maintain a 3.0 GPA and overall satisfactory performance on pass/not pass courses to continue in their programs. A student who attains less than the required GPA after one (1) semester will be placed on Academic Probation. If the student fails to raise his/her GPA above the required minimum upon completion of the third semester, he/she will be academically dismissed. Academic Probation and Dismissal policies also apply to students should they receive any course grades below B. Students are required to repeat all courses for which they receive a C, D or F and achieve a minimum of a B grade for each of the courses. Although the courses must be repeated, the original C, D or F grade will not be replaced and will remain in GPA calculations. Students on Academic Probation will work closely with an advisor to devise a plan by which to return to good standing.
- c. Students will be provided the appeals process as set forth in the INTO UAB Student Handbook.

- d. Please note that a student may register in no more than two (2) semesters in the same Academic English level or IYO English course. Students may not repeat any class more than once. If a student does not pass an Academic English or Pathway English class after two (2) attempts, he/she will be academically suspended from his/ her program and will not be admissible to UAB.

15.3 Attendance Standing

- a. Students in Academic English classes who fail to attend 90% of their classes may be placed on Attendance Probation at the end of the term/semester or session in which they are currently enrolled.
- b. While on Attendance Probation, a student must attend over 90% of his/her classes. If a student accrues 15 absences, he/she will be dismissed from the Academic English program.
- c. Students who miss two (2) consecutive weeks of classes will be withdrawn from the Academic English program and may resume their studies at the start of the next semester.
- d. Students who receive a suspension due to attendance standing are not admissible to UAB.
- e. Students who fall below an 80% attendance rate will be eligible for immediate suspension from their program and will be ineligible for return.
- f. Students will be provided the appeals process as set forth in the INTO UAB Student Handbook.

15.4 University Progression

- a. Students who meet all progression requirements for an IYO or GPW program will be permitted to progress into the appropriate University degree program.

15.5 Vacation Terms

- a. Students are not eligible for a vacation term until they have completed nine (9) months in the academic program.

- b. IYO and GPW students are not eligible for a vacation term during the first two (2) semesters of study regardless of how many consecutive semesters they have already studied in their program.
- c. Students must receive pre-approval from the Office of International Student and Scholar Services prior to scheduling a vacation term.

15.6 Duration of Pathway/IYO Programs

- a. The duration of programs outlined in the Study Plan are designed based upon application materials and qualifications provided by the student.
- b. Initial IYO or GPW program study beyond the initial Study Plan may be extended by one (1) term/semester. Appeals for additional extensions will be considered by an appeals committee on a case-by-case basis.
- c. Undergraduate students who extend their IYO may be allowed to take additional content courses in order to maintain full-time status. These students must achieve a C or better in all repeated IYO courses and must maintain an overall GPA of 2.0 in order to progress. Undergraduate IYO extension semesters are limited to 15 credit hours.
- d. Graduate students who extend their Pathway may be allowed to take one to two additional content courses in order to maintain full-time status. These students must achieve a B or better in all extended semester courses and must achieve a 3.0 in order to progress. Graduate Pathway extension semesters are limited to 12 credit hours.

15.7 English Language and Academic Class Times and Sizes

- a. For all English language programs, classes will normally be held Monday through Friday. Average class size is normally 16 students and generally will not exceed 24 students. Where appropriate, classes may be combined for university-style lectures. Classes are typically held any time between 8 am and 8 pm.
- b. For academic programs, classes will normally be held Monday through Friday. Lessons will typically take place in the form of classes, seminars, labs and workshops. Class sizes will vary depending on the learning format (i.e. lecture, seminar, lab practical).

16. Program Admissions Criteria

- a. Students are accepted in good faith into both English language and academic programs, in part, 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 clear evidence that a student's actual level of English language or academic proficiency is significantly different than claimed, or as documented, and lower than that required for their 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 information, documentation or certification to meet the admissions criteria which is later found to have been falsified, inaccurate or incomplete may be subject to administrative withdrawal, disciplinary action or prosecution by the University.

17. Student Information

- a. At the time of application, students are requested to sign a release authorizing UAB to share information about the student with designated officials of the University, parents and representatives. It is part of the unique nature of the INTO UAB University program that our center provides constant feedback about academic performance and financial issues to 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 and such consent will remain in effect until formally withdrawn in writing.
- c. c. INTO UAB respects your privacy and is committed to protecting your personal information. Further information on how we look after your personal information can be found in our Privacy Notice <https://www.intostudy.com/en-gb/legal-and-privacy-policy>

18. Holidays and Dates

The University is closed during most recognized US holidays. Consult <https://www.uab.edu/students/academics/academic-calendar/>. Official program dates are available at <https://www.intostudy.com/en-gb/universities/the-university-of-alabama-at-birmingham/programs>. Dates are subject to change to meet university calendar and will be updated accordingly.

19. Liability

- a. Neither INTO UAB, LLC, the University, nor their staff or representatives, will be liable for any loss, claims, demands, damage, action, debts, or injury to persons or property (including any resulting in death). Neither INTO UAB, LLC, 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 control. These provisions shall operate and be applied for the benefit of The Board of Trustees of The University of Alabama for UAB, its officers, employees, and agents. Student acknowledges that The Board of Trustees of The University of Alabama, is a public constitutional corporation of the State of Alabama, and as a state agency, cannot waive immunity conferred by Ala. Const., Article I § 14.

20. Prices

- a. Prices for programs, fees, insurance and accommodations are available at <https://www.intostudy.com/en-gb/universities/the-university-of-alabama-at-birmingham/programs> and are subject to change without notice.

21. Banking Regulations

- a. INTO UAB abides by the guidance of the Financial Action Task Force (FATF) and our banking service providers in relation to taking actions to help prevent of money laundering and terrorist financing.
- b. INTO UAB is bound by international banking restrictions regarding payments to and from certain countries. These restrictions are amended regularly and INTO UAB reserves the right to amend its payment acceptance procedures accordingly to ensure that it is compliant with these restrictions.
- c. INTO UAB operates an equal opportunities admissions policy and welcomes applications from all students. However, INTO UAB reserves the right to refuse to admit a student where in doing so, it risks being in breach of the provisions set out above.
- d. INTO UAB reserves the right to refuse to accept any payment where INTO UAB reasonably believes that in doing so, it risks being in breach of the provisions set out above.
- e. At January 2018, in line with current global banking restrictions, INTO UAB will not accept payments from the following countries/territories: Cuba, Iran, Syria, North Korea and the Crimean Peninsula.
- f. Payments made from a restricted country or territory will be blocked by our global banking partner. In such cases, the payment will be dealt with under the sanctions policy of the bank to which the payment was remitted.

22. Disclaimer

- a. The provision of programs, facilities and other arrangements provided in official online and print formats are regularly reviewed and may be subject to change without notice.

23. Equal Opportunities and Diversity

- a. UAB administers its educational programs and activities, including admission, without regard to race, color, religion, sex, sexual orientation, age, national origin, disability unrelated to job performance or Vietnam-era or disabled veteran status, genetic or family medical history. UAB also prohibits and will not tolerate discrimination against individuals on the basis of their gender identity or gender expression. The full text of this policy can be found at: <http://www.uab.edu/policies/content/Pages/UAB-BT-POL-0000052.aspx>

24. 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.

25. Governing Law and Jurisdiction

- a. These terms and conditions shall be governed by and construed in accordance with the domestic laws of Alabama 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 Alabama 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.