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1. Application of the Terms and Conditions

- These are the Terms and Conditions of the agreement between Drew University (the University), INTO New York at Drew University and the student that 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, INTO New York at Drew University and/or the University. The University and INTO New York at Drew University reserve the right to amend the Terms and Conditions as needed. In such circumstances, the University or INTO New York at Drew University will provide the student with a revised set of Terms and Conditions upon request.
- Students will be subject to these requirements and should read these Terms and Conditions very carefully before signing and submitting their offer of admission/acceptance form to INTO New York at Drew University.
- The registration and student legal status of INTO New York at Drew University students will be subject to all federal and state laws.
- All students are responsible for knowing and abiding by all University and/or INTO New York at Drew University Policies, Regulations and Code of Student Conduct, as amended from time to time. These can be found at www.drew.edu.
- The University and INTO New York at Drew University may assign or sub-contract in whole or part some or all of the benefit and/or burden of this agreement without any approval from the student.

2. Definitions

- "Program" refers to individual courses of study. Programs offered by INTO New York at Drew University include: Academic English (AE) and Pathway (PW).
- "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 (AE and PW), the Study Plan is the entire period of time needed to complete all Programs.

3. Admissions, Program Offer, Confirmation and Deposit

- If the student is admitted, INTO New York at Drew 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 to INTO New York at Drew University. This completes the confirmation process and denotes acceptance of these terms and conditions.
- Completing the confirmation process ensures the student's enrollment and/or confirms a housing reservation. 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 Study Plan.
- Where a student has selected more than one Program as part of their Study Plan, the higher deposit amount will be required.
- If a student enters the US on an I-20 based upon a Pathway Program, the student will be bound by Pathway Program Terms and Conditions.
- Students are required to pay the following deposit(s) to ensure their enrollment in a Program and/or confirm a housing reservation:
 - \$2,000 for Academic English/Pathway tuition
 - \$2,000 for housing
- Upon INTO New York at Drew University's receipt of the signed acceptance form and paid deposit, if applicable, the student will receive a confirmation letter indicating his/her enrollment, I-20 if applicable, and the invoice for the remaining balance due.

4. Full Payment

- The remaining outstanding balance must be paid four (4) weeks prior to the published start date of the student's Study Plan. For PW or AE plus PW, all AE (if any) plus the full first year of PW plus a deposit for year two of PW must be remitted.
- 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 a letter of financial guarantee from the sponsor by the end of the third week of classes/the term for AE/PW 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 subject to withdrawal from their classes and dis-enrollment from the INTO New York at Drew University Program, as well as from Drew University. An official letter of financial guarantee must specify that the guarantee covers the entire program of study at INTO New York at Drew University. 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.

5. Overdue Payment

- In cases of overdue payment, the University will suspend or cancel enrollment for students who do not have a pre-agreed arrangement with the University in writing for late payment. Interest on the outstanding balance will be charged at the rate of 2% per month (24% APR).

6. Health Insurance

- The University requires non-immigrant international students to be covered by health insurance, which meets the US Government's visa requirements and University requirements.
 - The full cost of an INTO New York at Drew Student Health Insurance Plan will be added to the invoice.
 - Students relying on their own health insurance coverage, or other sources of coverage, including sponsored provided coverage, must have coverage that meets or exceeds the coverage offered by the University plan. Coverage requirements may be found at: www.drew.edu/health
 - General health insurance information may be found at: www.drew.edu/health
 - Information on required immunizations and any required screening tests, such as tuberculosis, is available at: <http://www.drew.edu/health/>
Students are expected to meet the requirements indicated and must have all pre-entry immunizations completed prior to arrival or must make arrangements at Drew Health Services immediately upon arrival to receive any required immunizations or screens they do not have.

7. Cancellation, Change, Withdrawal and Transfer Policies

- There will be no refund of Program fees, tuition, or deposits for students who cancel, withdraw or are suspended or dismissed from any INTO New York at Drew University Program after the published start date.
- Housing cancellation fees described below, in Section 8, will apply.

7.1 Cancellation

- If visa entry requirements have been met, the following cancellation charges apply:
- Cancelling a Program prior to the published start date will result in the following cancellation fees:
 - For AE and PW a \$2,000 cancellation fee will be assessed.
 - Cancellation of a student's University health insurance is subject to the University student health insurance cancellation and refund policy.

7.2 Change

- Students making a change to their Study Plan may be charged a \$250 administrative fee.
- All change requests must be received prior to the published Program start date and credits resulting from a Program change will not be applied to new Programs without the approval of the Center Director.

7.3 Withdrawal

- 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 New York at Drew 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.

7.4 Transfers to Another Institution Prior to the Start or Completion of the Pathway

- If a student is in an INTO New York at Drew University Program and transfers to an INTO Partner School, INTO New York at Drew University will transfer tuition fees if the student's request is made prior to the published start date for the INTO New York at Drew University Program.
 - If the transfer request to another INTO partner school is made after the INTO New York at Drew 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.
 - If a student has agreed to attend an INTO New York at Drew University Pathway Program, and the transfer request is made to an institution outside of the INTO partner schools on or after the published start date, there will be no transfer of any fees.
 - All transfers are subject to the Accommodations Changes and Cancellation requirements set forth below in Section 8.1.

8. Housing Accommodations

- The University agrees to make every reasonable effort to provide the housing accommodation as requested by the student. If unable to do so, the University reserves the right to provide, in its discretion, an alternative housing accommodation, which will be charged at the published rate as set forth in the description of fees contained in the offer letter. Housing accommodations are confirmed when full fees are paid.
- All students living in on-campus housing accommodations while enrolled in INTO New York at Drew University Programs are required to have a dining plan, which is part of the accommodation cost.
- All full-time enrolled undergraduate students at the University are required to live on campus during their years of study at the University, including students in INTO New York at Drew University Undergraduate Pathway Program or Academic English, as well as those students taking any required Academic English courses prior to the start of the Pathway program.
 - Limited exceptions to this requirement may be found at: <http://www.drew.edu/reslife/for-our-students/undergraduate-housing/residency-policy>

- Students will be responsible for ALL housing and dining fees outlined in the offer letter and/or in these Terms and Conditions.
- Students living in University accommodations are required to abide by the Terms and Conditions of the Housing Agreement, as well as comply with notices posted in buildings, on the Drew Residence Life and Housing websites, and in the Student Handbook known as Daniel's Dictionary. Students who fail to comply with University policy as outlined in Daniel's Dictionary may be subject to a variety of sanctions which can include, in severe matters, expulsion from the University. In addition, the University may impose interim restrictions and suspensions, pending final determination of a matter.
Students are expected to leave their housing assignment on the day after their final INTO New York at Drew University Program session. Students who fail to comply with check-out procedures will be charged a fee of \$100.00 and a charge of \$50.00 per first half hour, plus \$25.00 for each subsequent half hour fee for refusing to vacate their room and may be subject to a student conduct hearing. Daniel's Dictionary may be found at: <https://uknow.drew.edu/confluence/display/Handbook/University+Student+Conduct+Policy+and+Procedures>

8.1 Accommodation Changes or Cancellation

- A housing deposit must be made by those students who are required to live in University housing. The student will be responsible for housing charges for the entire term as specified in the offer letter's statement of fees, except as provided in Section 8.1(a) (i) to (iv) below. Agreement to these requirements is effective upon signing of the acceptance form. Cancelling accommodations after payment of the INTO housing deposit will result in the following cancellation fees:
 - For students who cancel their on-campus housing at least four (4) weeks prior to the published start date of their Program or Study Plan, the cancellation fee will be the cost of the housing deposit.
 - For students who do not cancel their on-campus housing 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. Students who cancel their housing prior to completion of the academic year will not receive any housing refund.
 - Housing exemption requests must be submitted at least four (4) weeks prior to the published start date. Exemption requests received after the four-week deadline (which are granted) will be treated as cancellations, and as such will incur cancellation fees as outlined in Section (i) or (ii) above.
 - Students who are dismissed or suspended from their Program, the University and/or University housing, will be charged cancellation fees as outlined in these Terms and Conditions.
- At the University's or INTO New York at Drew University's discretion, a student may appeal the cancellation fees for housing by submitting a petition to INTO New York at Drew University. Appeals must be based upon one or more of the following reasons:
 - The student has completed his/her entire Study Plan.
 - The student has suffered significant and/or unforeseeable financial hardships outside the student's reasonable control.
 - The student has documented an unforeseen medical disability, which the University is unable to accommodate and which requires the student to live off campus.
 - The student has been unable to meet visa entry requirements, as evidenced by an official visa rejection letter.
 If a waiver or cancellation has been requested and approved, charges will not be finalized until the student has vacated his or her housing. Additional charges may be incurred by the student if the housing or facility has not been properly cleaned or there is lost/damaged property.

9. Student Conduct

- Students are required to abide by the policies, rules, and requirements of the University, as well as laws of municipalities and counties, the State of New Jersey, and the United States of America.
- Students are subject to and required to comply with Drew's community standards, and abide by the Drew University Code of Student Conduct, found in the Student Handbook, known as Daniel's Dictionary, which also includes the Drew Sexual Harassment and Misconduct Policy, the Human Rights Policy and academic policies. Such requirements may be amended from time to time. Daniel's Dictionary may be found at: <https://uknow.drew.edu/confluence/display/Handbook/Daniel%27s+Dictionary>
- Information about Residence Life and Community Standards may be found at: <http://www.drew.edu/reslife>
Information about academic standards and policies may also be found in Daniel's Dictionary at: <https://uknow.drew.edu/confluence/display/Handbook/University+Student+Conduct+Policy+and+Procedures>
- Failure to abide by conduct regulations and relevant laws may lead to suspension and/or dismissal from the University and/or from INTO New York at Drew University. Students who are placed on suspension or are dismissed due to violations of the student conduct code, academic requirements, or criminal law violations are responsible for payment of all student charges, including tuition, housing, dining, technology, activity, and insurance charges or fees.

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10. Appeals

- Students may challenge academic and conduct decisions through the procedures for appeals and grievances set forth in Daniel's Dictionary. Information on appeal procedures is available in Daniel's Dictionary, which may be amended from time to time. Students are responsible for understanding their obligations as students and are expected to read Daniel's Dictionary other student-related policies in entirety.

11. Late Arrivals

- All students are expected to arrive at INTO New York at Drew University one day before, the scheduled start date for orientation. All students are expected to start their Study Plan on the scheduled start date. All late arrivals must be approved by the University/INTO New York at Drew University 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 (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.
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, and may also require that the student return to his/her country until the next available term.

12. Late Registration

- 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. Students enrolled in the Pathway Program may be assessed University late fees as well.

13. Airport Pick-ups

- Airport shuttle service from Newark International (EWR) is available for all newly-arriving students at no additional charge; however, reservations are required and must be made 72 hours in advance. INTO New York at Drew University will provide information on how to submit arrival information. However, INTO New York at Drew University cannot guarantee the availability of an airport transfer when notice of arrival is provided less than 72 hours prior to the student's arrival.
- Students arriving at John F. Kennedy International Airport (JFK) or LaGuardia Airport (LGA) will be charged an additional fee for an airport transfer, or be responsible for finding their own transportation.
- In the event that a flight is cancelled or delayed, students must call the INTO New York at Drew University emergency telephone number provided prior to arrival.

14. Notification of Refund

- Refund payments will be refunded to the original account using the original payment method. In order for the refund to be processed a refund request form must be submitted. On a case by case basis, it will be determined if any refunds can be returned to the individual student.

15. Deferral of Program Start Date

- All requests to defer a Program must be received four (4) weeks prior to the published Program start date, unless in the case of visa denial. Students who submit deferral requests after the published Program start date will be assessed Program cancellation penalties. 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 Request fee. An express mail fee will be charged every time express mail is used to send Program documents.
- Students who submit deferral requests less than four (4) weeks prior to the published Program start date will be assessed Program cancellation penalties as described above.

16. Academic Criteria

- Students are accepted into their Study Plan with the strict understanding that progression through the Study Plan and successful completion of any Program are contingent upon satisfactory attendance and successful attainment of specified progression grades. 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 performance for each course is the responsibility of the course instructor.
- 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, changing their Study Plan, or repeating certain courses. An alternative Study Plan may involve additional time and expenditure with regard to tuition and accommodation fees.

16.1 Academic Standing

- Students who fail to follow the academic policies are subject to discipline. All policies on maintaining good academic standing will be provided on or before arrival.
- Students in Pathway programs are subject to Drew University academic standing regulations described at: <http://catalog.drew.edu/content.php?catoid=11&navoid=711#Standing>
- Please note that students may register in no more than three (3) terms in the same AE level. Students may not repeat any core course (Writing and Grammar, Reading and Vocabulary, or Listening and Speaking), more than three (3) times. If an AE student does not pass a core course after three (3) attempts, he/she will be academically dismissed from his/her programs and will not be admissible to Drew University or INTO New York at Drew.

16.2 Academic Attendance

- Students in AE classes who fail to attend 80% in each of their classes will be placed on Attendance Probation during the following semester.
- If attendance in any course continues below 80% while the student is on Attendance Probation, he/she will be dismissed at the end of the probation semester.
- Students who are dismissed due to attendance standing are not admissible to Drew University or INTO New York at Drew.

16.3 Leave of Absence

- Students are required to apply for a leave of absence in advance and are subject to meeting all academic and immigration criteria of the Program to be eligible. Some Programs are not eligible for leaves of absence.
- Pathway students starting their program in the spring are not eligible for summer vacation.

16.4 Duration of Pathway Programs

- Pathway Programs are designed to be completed in two (2) academic years or four (4) semesters; depending on the specific Pathway Program type; additional courses may be required over summer or added to a fall/spring semester. Pathway study can be extended beyond that subject to students who meet required academic criteria, to be assessed on a case-by-case basis.
- Semester 3 of the Pathway Program will always begin in fall semester.

16.5 University Progression

- Students who meet all progression requirements for an Undergraduate Pathway, and who meet the University admission requirements for their chosen degree, will be permitted to progress to the appropriate degree Program at the University.
- Students who intend to transfer or articulate to another university are not guaranteed admission at the articulating university.

17. Program Admissions Criteria

- 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 indicate 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 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.
- A student, either individually or through his/her representative, who has submitted any documentation or certification to meet the admissions criteria which is later found to have been falsified is subject to immediate dismissal from the University.
- Currently enrolled Academic English students who are planning to enter a Pathway or University degree-seeking program must also meet the following requirements to progress:
 - Completion of current Academic English term in good standing.
 - Completion of current Academic English term (this includes all graded Academic English classes in any level) in good standing with a grade of C or better in Writing/Grammar, Reading/Vocabulary and Listening/Speaking classes and passing grades in elective content.
 - Current enrollment must not be more than one (1) language level below the desired entry level.

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

18. Students Who are Under 18

- Students must be 17 years of age on the published start date for all Pathway Programs and English Language Programs. 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. Student Information

- At the time of application, students are requested to sign a release authorizing the University/INTO New York at Drew University and other parties responsible for the success of the student to share information amongst each other and with parents and/or representatives. It is part of the unique nature of the INTO New York at Drew 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.
- Students may also agree in writing that their records and achievements may be used for promotional purposes after notification of such use. Such consent will remain in effect until such agreement is withdrawn in writing. (Under FERPA, this should be via a separate signed consent.)

20. Holidays

- The University is closed during most recognized US holidays. Consult <https://www.drew.edu/cl/academic-calendar/> 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, term dates are subject to change.

21. Liability

- Students acknowledge that their participation in the INTO New York at Drew University program is intended to further their education consistent with Drew's educational purposes. Neither INTO New York at Drew University, the University nor their respective staff and/or representatives will be liable for any loss, damage, or injury to persons and/or property, except where the liability is specified by New Jersey law. Neither INTO New York at Drew University, 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.

22. Prices

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

23. Disclaimer

- INTO New York at Drew University has taken great care in compiling the information contained in the 2016-17 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 are regularly reviewed and may be subject to change without notice.

24. Equal Opportunities and Diversity

- Discrimination and harassment are prohibited under state and federal law, as well as under Drew University's Sexual Harassment and Misconduct and Human Rights Policies. The Policies embody Drew's commitment to creating and maintaining a diverse and open educational community. It is intended to educate the community about discrimination, including sexual harassment, and to support and protect any member of the community who uses the policy responsibly to pursue a complaint.
- Drew University is committed to maintaining and supporting diversity throughout the Drew community. Discrimination or harassment in education or employment on the basis of protected class status constitutes a violation of this policy. Protected class status is based on race, creed (religion), color, national origin, ancestry, age, marital status, civil union status, domestic partnership status, affectional or sexual orientation, genetic information, sex, gender identity or expression, disability, familial status, military service obligation, or nationality. Offensive or unwelcome conduct or repeated differential treatment, as defined in the policy, based upon any characteristics protected under New Jersey State and/or US federal law, is prohibited.
- Under this policy, each member of the University community is expressly prohibited from verbal, physical, written, or other technology-based conduct that creates an intimidating, hostile, or offensive working or learning environment.

25. Severability

- 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. Governing Law and Jurisdiction

- These Terms and Conditions shall be governed by and construed in accordance with the domestic laws of the State of New Jersey, 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 the Superior Court of New Jersey, 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.