

# Terms and Conditions 1 of 2

## 1. Application of the Terms and Conditions

- These are terms and conditions of the agreement between University of South Florida (the University), INTO USF and the student that are effective upon the 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 USF and/or the University. The University and/or INTO USF reserve the right to amend the terms and conditions as needed. In such circumstances, the University and/or INTO USF will provide the student with a revised set of terms and conditions upon request.
- As such students should read these terms and conditions very carefully before signing and submitting their application for admission to INTO USF.
- INTO USF student's registration and student legal status will be subject to all federal and state laws and all students are responsible for knowing and abiding by all University and/or INTO USF Policies, Regulations and Student Code of Conduct. All students are bound by the regulations, policies and procedures of the University and/or INTO USF as amended from time to time. These can be found at: [www.usf.edu](http://www.usf.edu) The University and/or INTO USF 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.
- The admitted study plan (study plan) refers to the entire study plan submitted at the time of application. If the student has made multiple selections (General English, Academic English and Pathway), and has received an I-20 based on those selections, the study plan includes multiple programs and is the entire period of time needed to complete all selections.
- Program (program) refers to individual courses of study. Programs offered by INTO USF include: General English (GE), Academic English (AE), Study Abroad with English (SAWE), College Year Abroad (CYA) and Pathway (PW).

## 2. Changes to these Terms and Conditions

- The University reserves the right to amend the terms and conditions as needed. In such circumstances, the University will provide the student with a revised set of terms and conditions upon request.

## 3. Application, Admissions, Program Offer, Confirmation and Deposit

- Students should complete their application and submit it to the University of South Florida's INTO USF Admissions office, [INTOadmissions@usf.edu](mailto:INTOadmissions@usf.edu)
- If the student is admitted, INTO USF 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 these terms and conditions.
- Completing the confirmation process ensures the student's enrollment and/or confirms a housing reservation and insurance. 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 notice 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 United States on an I-20 based with the Pathway program as the ultimate study goal, the student will be bound by Pathway program financial terms and conditions.
- Students are required to pay the following deposit(s) to ensure their enrollment in a program of study and/or confirm a housing reservation.
  - \$1,000 General English/College Year Abroad tuition
  - \$1,000 for General English housing
  - \$2,000 Academic English/Pathway/Study Abroad with English tuition
  - \$2,000 all other housing
- Upon INTO USF's receipt of signed acceptance form and, if applicable, paid deposit, you will receive a confirmation letter indicating your enrollment, I-20 if applicable, invoice for the remaining balance due and Pre-Departure Guide. You will also receive confirmation of accommodation and meal plan details. You should provide your flight details as outlined in the Pre-Departure Guide.

## 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. Any variation to standard payment terms must be made in advance and agreed to in writing. Full payment must be made prior to registration.
- 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 first week of classes/the term for GE/CYA programs, and by the end of the third week of classes/the term for AE/SAWE/PW programs. 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 USF health insurance waived due to sponsor provided coverage must comply with USF Student Health Services waiver requirements.

## 5. 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 2% per month (24% APR).

## 6. Health Insurance

- The University requires non-resident international students to be covered by health insurance which meets the US Government's visa requirements, State of Florida and University of South Florida requirements. Additional information about required coverage is available from INTO University of South Florida or can be accessed at: <http://generalcounsel.usf.edu/regulations/pdfs/regulation-usf6.0162.pdf>
  - Students who have health insurance coverage that meets or exceeds the required coverage may request a waiver by completing the process through the INTO USF Student Insurance area. Alternative health plans must meet or exceed coverage outlined by the INTO USF Student Health Plan ([www.intohigher.com/usf/](http://www.intohigher.com/usf/)), and an approved waiver must be issued by University of South Florida Student Health Services.
  - Students unable to provide evidence of adequate coverage at the time of their application are required to purchase the INTO USF Student Health Plan coverage as a condition of enrollment.
  - All students must provide proof of immunity to measles, mumps and rubella. Florida law requires international students attending Florida Universities to provide official documentation of their measles and rubella vaccinations prior to attending classes. If your first dose of measles vaccine was received less than 30 days before the start of classes, you will have 30 days to receive and provide documentation of your second dose of measles vaccine. All students residing in on-campus housing must present proof of vaccination against meningococcal meningitis and proof of vaccination against hepatitis B or sign a declaration of hepatitis B proof. If the proof of these vaccines has not been provided, the student will be required to obtain them prior to attending class or moving into on-campus housing. The vaccines for each of these are available at Student Health Services and must be obtained immediately upon arrival on campus. Additionally, the University of South Florida requires all international students and US born students residing at an address outside the United States at the time of application to be screened for tuberculosis (TB) prior\* to entering the University system. Prior to attending any class or residing in on-campus housing, students must present documentation confirming that either a Tuberculin Skin Test (TST), Quantiferon Gold Test (QFT) or T Spot Test has been performed and results show no evidence of active TB. For further details on this policy please refer to the Student Health Services website: [www.shs.usf.edu](http://www.shs.usf.edu) or contact our Health and Wellness Specialist at: [immunization@shs.usf.edu](mailto:immunization@shs.usf.edu)

\* Since the TST requires 48 hours to show a result it is imperative that students get this done before arrival in the United States as they will NOT be allowed in class or in on campus housing without it.

## 7. Cancellation, Change, Withdrawal and Transfer Policies

### 7.1 Cancellation

- If visa entry requirements have been met, the following cancellation charges apply:
- There will be no refund for students who cancel or withdraw from any INTO USF 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: \$2,000 cancellation fee
- Students who are suspended or dismissed from INTO will be charged cancellation fees and will not receive a refund for money paid for tuition or other University charges.
- Cancellation of a program or study plan by the student includes cancellation of the INTO USF Student Health Insurance Plan if the student does not remain at the University. A \$50 cancellation fee will be assessed.

### 7.2 Change

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

### 7.3 Withdrawal

- There will be no refund for students who cancel or withdraw from any INTO 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 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 Transfer to Another Institution

- If the student enters the United States on the I-20 for an INTO USF 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 program.

## 7.5 Transfer to INTO Partner School

- If a student is in a GE, CYA, SAWE or AE program and transfers to an INTO partner school, any INTO tuition fees will transfer if the request is made prior to the published start date for the originating INTO program.
- If the transfer request is made after the originating programs 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 Pathway program, and has begun the program, there will be no transfer of any fees.

## 8. Accommodations

- On application, students are invited to select their preferred accommodations. The University agrees to make every reasonable effort to provide the accommodation 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 as set out on the Dates, Tuition and Fees page at the end of the 2016-17 brochure. Accommodations are confirmed when full fees are paid.
- All students living in on-campus accommodation while enrolled in INTO USF programs are required to have a dining plan.
- Students in INTO USF Undergraduate Pathways and Academic English students intending to progress to an Undergraduate Pathway program must meet on-campus housing requirements as follows based on when they begin their first term with INTO USF:
  - Summer: Summer, Fall and Spring
  - Fall: Fall and Spring
  - Spring: Spring

Students living in University accommodations are required to abide by the Terms and Conditions of the Housing and Dining Contracts, as well as the Student Policy and Information Guide. Students are expected to leave their housing assignment on the day after their final INTO program session.

### 8.1 Accommodation Changes, Cancellation or Exemption

- If a student has specified his/her 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. Canceling 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 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. Undergraduate Pathway students who cancel their housing prior to fulfillment of the Undergraduate Pathway Housing Requirement will not receive any housing refund.

  - Students in INTO USF Undergraduate Pathways and Academic English students intending to progress to an Undergraduate Pathway program are required to live in University housing unless an exemption is requested and approved by USF housing PRIOR to arrival. The possible exemption criteria are limited and can be found on the USF Housing and Residential Education webpage here: <http://www.housing.usf.edu/apply/first/>
  - Housing exemption requests must be submitted at least eight (8) weeks prior to the published start date. Exemption requests received after the 8-week deadline will not be accepted.
  - Students who arrive without an approved exemption will be responsible for ALL housing and dining fees outlined on the offer letter and/or in these terms and conditions.
  - 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 will not receive a housing refund.
  - In all cancellation scenarios, any meal plan overages will be charged to the student, in addition to any applicable cancellation fees.
- At the University's or INTO USF's discretion, 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 notice.
  - 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.

# Terms and Conditions 2 of 2

## 9. Student Conduct

- Students are required to observe the policies, rules, and requirements of University of South Florida, as well as laws of municipalities and counties, the State of Florida, 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. Pathways students can find the University Student Code of Conduct at: <http://regulationspolicies.usf.edu/>
- Academic English and General English students can find information regarding student conduct in the Student Handbook at the following website: <http://www.usf.edu/intoutsefp/>
- Failure to abide by conduct regulations and relevant laws may lead to suspension from the University and/or from INTO USF. Students who are placed on suspension or released due to the breaking of the student code are subject to cancellation fees, including any applicable housing, dining, and insurance cancellation fees, as described in these terms and conditions.

## 10. Appeals

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

## 11. Late Arrivals

- All students are expected to arrive at least one day before the scheduled start date and start their study plan 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 (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. 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 of South Florida late fees as well.

## 13. Airport Pick-ups

- Requests for airport pick-up should be made at least 72 hours in advance. INTO USF cannot guarantee a reservation request made less than 72 hours in advance, however, staff will make every attempt to accommodate late requests.
- In the event that a flight is cancelled or delayed, students must call the emergency telephone number published in the Pre-Departure Guide to inform INTO USF's Arrival and Housing staff of the new arrival time.

## 14. Notification of Refund

- 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. Deferral of Program Start Date

- All requests to defer a program must be received prior to the published program start date. 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 change of program fee. An express mail fee will be charged every time express mail is used to send program documents.

## 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 conditional 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 is the responsibility of the course instructor.
- Currently enrolled students in any INTO USF ESL program (GE, CYA, AE, SAWE Part I) who receive a qualifying English language proficiency score to enter an INTO USF Pathway program of study must also meet the following requirements to progress to a Pathway program:
  - Complete the current term in Good Attendance Standing (absences do not exceed the program limit).
  - Complete the current term in Good Academic Standing (overall grade average of 75% in AE and overall average of "Satisfactory" in GE).
- 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 transferring to another institution. An alternative study plan may involve additional time and expenditure with regard to tuition and accommodation fees.
- Many students find it difficult to complete all requirements for an undergraduate degree in just four (4) years of study (attending only two (2) semesters per year). They typically need to enroll in one (1) or more summer semesters to stay on track to graduate in four (4) years.

## 16.1 Academic Standing

- Pathway students who fail to follow the academic policies are subject to discipline as outlined in the Undergraduate (<http://www.ugs.usf.edu/catalogs.htm>) or Graduate (<http://www.grad.usf.edu/catalog.php>) catalogs. In addition, the Pathway program dismissal policy can be found on page 27 at: [http://issuu.com/usfpathway/docs/student\\_handbook\\_revised\\_fall\\_2014?utm\\_source=conversion\\_success&utm\\_campaign=Transactional&utm\\_medium=email](http://issuu.com/usfpathway/docs/student_handbook_revised_fall_2014?utm_source=conversion_success&utm_campaign=Transactional&utm_medium=email)
- Academic English and General English students who fail to follow the academic policies are subject to discipline as outlined in the Academic Policies section in the USF English Language Program Student Handbook. The handbook can be found at: [www.usf.edu](http://www.usf.edu)

## 16.2 Academic Attendance

- Students who fail to follow the INTO USF attendance policies are subject to discipline as outlined in the Academic Policies section in the USF English Language Program Student Handbook. The handbook can be found at: <http://www.usf.edu/intoutsefp/>

## 16.3 Vacation Terms

- Students are required to apply for vacation terms in advance and are subject to meeting all academic and immigration criteria of the program to be eligible. Some programs are not eligible for vacation terms.
- GE Students are not eligible for a vacation term. Undergraduate Standard Pathway students starting their program in the spring are not eligible for summer vacation.
- Students who apply for and are approved for a vacation term will be charged a \$250 program change fee.

## 16.4 Duration of Pathway Programs

- Pathway programs are designed to be completed in one (1) or two (2) consecutive semesters depending on the program type. Pathway study may be extended a semester, provided the student meets required academic criteria to be assessed on a case-by-case basis by the University.

## 16.5 University Progression

- Students who meet all progression requirements for an Undergraduate Pathway or Graduate Pathway program and who meet University of South Florida admission requirements for their chosen degree, will be permitted to progress to the appropriate degree program.

## 16.6 English Language and Academic Class Times and Sizes

- For all English language programs, classes will normally be held Monday through Friday. Average class size is normally fifteen (15) students. Classes are typically held any time between 8 am and 6 pm.
- For academic programs, classes will normally be held Monday through Friday. Lessons will typically take place in the form of classes, seminars and workshops. Class sizes will vary, depending on the learning format (i.e., lecture, seminar, and lab practical).

## 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 provide clear 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 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 may be subject to immediate dismissal from the University.

## 18. Students Who Are Under 18

- Students must be 17 years of age on the published start date for all Pathway programs and 17 years of age for the 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

- It is mandatory for students to sign a release authorizing INTO USF to share information about the student with designated officials of the school, parents, guardians, sponsors and regional staff. It is part of the unique nature of the INTO USF program that our center provides constant feedback about academic performance and financial issues to individuals involved in the student's success. Students agree in writing that their records and achievements may be used for promotional and accreditation purposes without notification and such consent will remain in effect until formally withdrawn in writing. The University and/or INTO USF is obliged to report visa status, attendance records and U.S. contact details to relevant US government bodies in accordance with United States Customs and Immigration Service and the Department of State regulations and the Student Exchange and Visitors Program requirements. FERPA regulations can be superseded by immigration requirements. Furthermore the student agrees to the following:
  - The student has been advised of all the educational options at INTO University of South Florida and University of South Florida and has chosen to participate in the programs listed in this application.

- The student understands that this application is for admission to a Florida institution and is valid only for the term indicated.
- The student also understands and agrees that he/she will be bound by the institution's regulations concerning application deadline dates and admission requirements.
- Student further agrees to the release of any transcript, student record, and test scores to the institution(s) to which the student has applied including any SAT-I, SAT-II, and ACT score report that this institution may request from the College Board or ACT.
- Student certifies that the information given in this application is complete and accurate, and understands that to make false or fraudulent statements within this application or residence statement may result in disciplinary action, denial of admission and invalidation of credits or degrees earned.
- If admitted, student hereby agrees to abide by the policies of the Florida Board of Trustees and the rules and regulations of the institution.
- Should any of the information given change prior to student's enrollment at the institution, student shall immediately notify the INTO USF Office of Admissions.

## 20. Holidays

- The University is closed during most recognized US holidays and for seasonal breaks, which may result in days off during a student's semester/session. 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. Consult [www.usf.edu](http://www.usf.edu) for closure dates.

## 21. Liability

- Neither INTO USF, the University nor their respective staff and/or representatives will be liable or any loss, damage, or injury to persons and/or property, except where the liability is specified by Florida law. Neither INTO USF, 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 USF 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 prospectus are regularly reviewed and may be subject to change without notice.

## 24. Equal Opportunities and Diversity

- University of South Florida, 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. 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 Florida, 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 Hillsborough County, Florida 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.