

Terms and Conditions 1 of 2

1. Provenance of the Terms and Conditions

- These terms and the offer letter (together the "Terms and Conditions") set out the terms that apply between (1) the institutions Colorado State University (the "University") and the INTO Colorado State University Center ("INTO CSU" or the "Center") and (2) students ("Students") in relation to the INTO CSU Pathway, Academic English, General English, and College Year Abroad Programs (each constituting a "Program"). These Terms and Conditions 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 CSU and/or the University. The University and/or INTO CSU reserve the right to amend the Terms and Conditions as needed. In such circumstances, the University and/or INTO CSU will provide the student with a revised set of Terms and Conditions upon request.
- The Students should read the Terms and Conditions very carefully before signing and submitting both their application for and acceptance of admission to INTO CSU.
- The policies, terms, and conditions that apply to students admitted to the University (either directly or following successful completion of a Pathway program) can be found in the University General Catalog at: <http://catalog.colostate.edu> for undergraduate and graduate students and the Graduate and Professional Bulletin at: <http://graduateschool.colostate.edu/prospective-students/steps-once-admitted/index.aspx> for graduate students.
- Program refers to an individual course of study. Programs offered by INTO CSU include General English (GE), Academic English (AE), College Year Abroad (CVA), and Pathway (PW).
- The admitted Study Plan refers to the entire study plan applied for at the time of application or assigned as a result of INTO CSU and CSU admissions evaluation. If the student has made multiple program selections (GE, AE, CVA, PW) and has received an I-20 based on those selections, the Study Plan includes multiple Programs and encompasses the entire period of time needed to complete all selections as anticipated during the Student's application or INTO CSU's/CSU's application evaluation process.

2. Changes to these Terms and Conditions

- INTO CSU reserves the right to vary these Terms and Conditions at any time without the consent of the Student. In such circumstances, INTO CSU will provide to current and prospective students a revised set of Terms and Conditions.

3. Application, Admissions, Program Offer, Confirmation and Deposits

- Students should complete their INTO CSU application and submit it to the INTO North America Application Processing Center before the application deadline at INTOadmissions@colostate.edu
- On behalf of the University, INTO CSU may admit or deny applications at its absolute discretion. If INTO CSU/the University accepts and admits a Student, INTO CSU will issue to the Student a written offer of admission (including any conditions pertinent to meeting the admissions requirements) (the "Offer Letter"). Included in the Offer Letter is an acceptance form for the Student to confirm her or his acceptance of the offer of admission and fee information.
- In order to accept the offer, the Student must:
 - Sign and return to INTO CSU the acceptance form confirming acceptance of the offer of his or her place in the Study Plan as indicated in the Offer Letter.
 - If applicable, pay a deposit as outlined in the Offer Letter. The amount of the deposit required will be shown on the statement of fees included in the Offer Letter (please refer to Section 4 for payment instructions).
 - Where a student has selected more than one program as part of his or her study plan, the higher deposit will be required.
 - By remitting a signed acceptance form and a deposit, if applicable, this completes the confirmation process and denotes acceptance of these Terms and Conditions. The Student will receive (i) a confirmation letter indicating the Student's enrollment in the Program, (ii) an I-20 if applicable, (iii) an invoice for the remaining balance due, and (iv) a pre-departure guide.
 - The deposit is only refundable in the event that a student is unable to meet visa entry requirements, subject to the receipt, by the date of the published start date of the Study Plan, of an official visa rejection letter.
- After completion of the actions listed in paragraph 3c above, the contract between the Student and INTO CSU is formed.
- If the 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 the PW program Terms and Conditions.
- The registration and legal status of all University students are subject to applicable federal and state laws. All students are bound by the regulations, policies, procedures, and codes of conduct of the University as amended periodically. These can be found at <http://www.colostate.edu>

4. Full Payment

- INTO CSU charges will be paid to INTO CSU in advance of the start of the Study Plan. Charges incurred at the University that are billed directly through the Student's University account will be due monthly per electronic billing notification from the University and may be paid through the University's RAMweb student website.
- Payments are to be made in US dollars. Initial deposits may be made via check, bank draft, credit card, or wire transfer.
- Following the deposit payment, the remaining outstanding balance must be paid no later than four (4) weeks prior to the published start date of the student's Study Plan. Banking fees may be deducted from the amount submitted. Banking fees are the responsibility of the Student and in all cases will be collected from the Student.

- Any variation in standard payment terms will be made only by prior agreement in writing by the Center Director of INTO CSU.
- Sponsored Students:
 - 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 first week of classes for the General English and College Year Abroad programs, and within two weeks following the first day of classes for the Academic English and Pathway programs.
 - An official letter of financial guarantee must specify that the guarantee covers the entire term of the INTO CSU Program. The letter must indicate that the student is being sponsored to attend INTO CSU, the dates (start and end) of sponsorship, the people covered (including dependents, if applicable), and the services covered (tuition, insurance, accommodation).
 - Sponsors are invoiced by INTO CSU for the portion of fees for which they are responsible, including tuition, and the Student will be refunded any fees paid after the official financial guarantee is on file with INTO CSU.

5. Overdue Payment Fees

- In cases of overdue payment of any INTO CSU charges owed by the student, INTO CSU reserves the right to charge interest on the outstanding balance. Interest will be charged at the rate of 2% per month (24% APR).
- INTO CSU reserves the right to notify the University to withhold the Student's transcripts, suspend or cancel the Student's enrollment, and to restrict the Student's ability to register for future semesters at the University if charges are still owed by the Student at the end of her/his INTO CSU program.
- Overdue balances resulting from charges posted directly to the Student's University account will be assessed monthly late payment fees of 1.5% of the past due balance until the overdue account has been paid in full. In addition, the Student will not be allowed to register for future semesters at the University; transcripts, certificates, and diplomas will be withheld; and/or enrollment will be suspended or canceled. The University reserves the right to notify INTO CSU of any penalties attached to the Student's University account.

6. Health Insurance

- The State of Colorado and Colorado State University require that all non-immigrant or non-domestic international students be covered by a comprehensive health insurance plan. Students are automatically enrolled in the CSU student insurance plan for the length of their accepted Program.
- Students may waive the insurance requirement and enrollment in the CSU student insurance plan by demonstrating via the University waiver process proof of comparable and, at minimum, equivalent coverage under another insurance plan. The Student must submit this information to CSU at least four (4) weeks prior to the Program start date.
- Students whose third-party insurance has not been approved by the CSU Health Network are required to carry and pay for the CSU Student Insurance as a condition of enrollment.
- Complete information about required coverage and the waiver process can be obtained at: <http://health.colostate.edu/student-health/insurance/international-student-health-insurance>

7. Program Cancellation, Withdrawal, Change, and Transfer Policies, and Refund Accounts

7.1 Cancellation/Withdrawal

- If visa entry requirements are denied, the express mail fee and the wire fee will not be refunded. Upon receipt of the visa denial letter, INTO CSU will refund the Program deposits already paid.
- 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:
 - General English Language and College Year Abroad Programs (includes Students who were issued an I-20 for General English and College Year Abroad only): \$1,000 cancellation fee.
 - Academic English Program (includes Students who were issued an I-20 for Academic English): \$2,000 cancellation fee.
 - Pathway Programs (includes Students who were issued an I-20 for Undergraduate or Graduate Pathway Program and Students who require Academic English prior to the Pathway Program): \$2,000 cancellation fee.
 - There will be no refund for students who cancel or withdraw from any INTO CSU Program after the published start date.
 - Students who are suspended or dismissed from INTO CSU will be charged cancellation fees and will not receive a refund for money paid for tuition or other INTO CSU or CSU charges.
- Cancellation of a Program by the Student includes cancellation of CSU Student Insurance if the Student does not remain at the University.
 - Additional cancellation fees may be assessed by the University.
 - Per University guidelines, a Student may retain her/his health insurance if the CSU University Health Network approves an appeal for medical reasons.
- INTO CSU Pathway Program Students will be responsible for charges associated with a withdrawal from the University. A University withdrawal must be executed when a Student needs to drop all courses and leave the University. Charges apply for a withdrawal depending on the date of the student's withdrawal. For CSU's policy on and charges for University withdrawal, refer to <http://registrar.colostate.edu/registration/registration-changes/>

7.2 Program Change

- Students making a change to their Program will be charged a \$250 administrative fee.
- Students currently enrolled in a Pathway Program will not receive a refund if making a Program change.
- Students wishing to make a change to their Program must do so at least four (4) weeks prior to the published start date of their Program. To make a Program change, Students must complete the Program Change Form after meeting with their INTO CSU Academic Advisor.
- Students who complete the General English or Academic English Program earlier than anticipated will not be penalized financially for doing so. The unused tuition and fees will be applied toward future terms in the subsequent Program (Academic English or Pathway) or refunded if applicable.

7.3 Transfer to Another Institution

- If the student enters the United States on the I-20 for an INTO CSU program (GE, CVA or AE) and immediately requests a transfer to another program, school, college or university, no refunds will be given for the duration for the student's first semester/session. The Student will be subject to all cancellation fees for any and all Programs, as described in Section 7.1, and any applicable housing fees as outlined in Section 8c.
- If a Student has agreed to attend an INTO CSU Pathway Program and has begun the Program, there will be no transfer or refund of any fees.

7.4 Transfer to an INTO Partner Institution

- If a Student is enrolled in the GE, CVA, or AE Program and transfers to an INTO Partner Institution, any INTO CSU tuition will transfer if the request is made prior to the published start date for the INTO CSU program.
- If the transfer request is made after the INTO CSU program's 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 CSU Pathway Program and has begun the Program, there will be no transfer or refund of any fees.
- Housing cancellation fees apply (see Section 8c).

7.5 Refund Accounts

- Any refunds will be remitted to the original account using the original payment method. On a case-by-case basis, INTO CSU will determine if any refunds can be returned to the individual Student.

8. Accommodations / Housing and Dining

- University Housing
 - For INTO CSU Students living in an on-campus residence hall at the University, the Residence Hall contract is a legally binding document for the duration of the assigned housing term. The INTO CSU Offer Letter is a legally binding document for the duration of the housing assignment. Upon move-in, the Student must sign the University Residence Hall contract.
 - CSU University policy requires that Undergraduate Pathway Program Students live on campus for their first two (2) consecutive semesters at the University. Students who begin their program in the fall semester will live in the Global Village Learning Community in Parmelee Hall. Students who begin their program in the spring session may or may not be assigned to the Global Village Community in Parmelee Hall, depending on room availability. However, two semesters (one Academic Year) of campus housing accommodations in one of the University residence halls is both guaranteed for and required of all Undergraduate Pathway Program Students.
 - Academic English, General English, and Graduate Pathway Students may live on campus, permitting availability.
 - All Students living in University housing are required to purchase a meal plan.
 - If a Student has confirmed his or her intent to stay in University housing, a housing deposit must be paid and the Student will be responsible for housing charges for the entire Program specified in his or her Offer Letter and acceptance form.
 - Students living in University housing are required to abide by the terms and conditions of the Housing and Dining Services Contract, as well as all other residential policies, including no smoking in buildings, rooms, or apartments at any time. More information can be found at: <http://housing.colostate.edu/>
 - Students are liable for any damages caused to CSU property.
 - Students are expected to vacate their housing assignment on the day after the end of their final INTO CSU Program session or on the day specified in their contract or lease.
 - University accommodation rates are subject to change.
- Housing Waivers
 - Undergraduate Pathway housing exemption requests must be submitted at least 30 days prior to the published semester start date of the Pathway Program. Any exemption request received after the 30-day advance deadline, if granted, will be treated as a cancellation and as such will incur cancellation fees. Students must complete their current semester in on-campus housing prior to being released from on-campus housing. More information can be found at: <http://housing.colostate.edu/>
 - Undergraduate Pathway students who do not reside in Global Village are required to participate in Global Village activities and pay the Global Village Programming Services Fee.

Terms and Conditions 2 of 2

- c. Accommodation Changes or Cancellation
- Canceling accommodations after payment of the INTO CSU housing deposit will result in the following fees:
 - For Students who cancel their on-campus housing 30 days or less prior to the published start date of their Program, the cancellation fee will be the deposit.
 - Students who are dismissed or suspended from their Program, the University, or University housing will be charged a cancellation fee of \$500.
 - Students who fail to arrive without notifying INTO CSU will not receive any housing refund.
 - Changing accommodations after payment of the INTO CSU housing deposit will result in the following:
 - Students must complete and submit the Housing Change Request Form.
 - Housing changes will be evaluated on a case-by-case basis and are not guaranteed.
 - Students will be charged a \$250 Housing Change Fee if the Change Request is approved. This will be charged for each change.
- 9. Student Conduct**
- Students, whether in the INTO CSU Pathway Program or any of the General English, College Year Abroad, or Academic English Programs, are subject to the standards of conduct as described by University rules and policies, including the University Student Conduct Code. Such rules and policies are amended from time to time. Information regarding Student conduct may be referenced at: <http://www.conflictresolution.colostate.edu> It is the responsibility of the Student to read and understand the University Student Conduct Code and University policies.
 - In addition, all students are subject to University policies prohibiting sexual harassment and violence, together with domestic violence, dating violence, stalking and retaliation, pursuant to Title IX of the Education Amendments of 1972 and Section 304 of the Violence Against Women Reauthorization Act of 2013. For more information, go to: www.supportandsafety.colostate.edu/sexual-harassment
 - Students may formally submit a complaint as defined in the INTO CSU Student Complaint Policy.
- 10. Appeals**
- Through established procedures for appeals and grievances. Students may challenge decisions. Information on appeals procedures is available on the INTO CSU student website.
- 11. Arrivals**
- Arrivals
- All new Students are expected to arrive at least one day before the published arrival date and start their Program on the scheduled start date.
 - Students must submit all required documentation in advance of Arrival. Specific requirements and forms will be provided during pre-arrival communications.
 - The only airport from which INTO CSU will provide transportation is Denver International Airport (DIA).
 - All Students, whether new or continuing at the Center, are required to attend class from the first day of the term/semester. The last day to arrive and to be able to attend the term is the first day of class.
- Late Arrivals
- Students are sometimes delayed for unavoidable reasons. All late arrivals must be approved in advance in writing and will be considered on a case-by-case basis.
 - No deposits, tuition, accommodation, meal plan costs, or other fees will be refunded for late arrivals. Late registration fees apply as stated in Section 13 below.
- 12. Airport Pick-ups**
- Airport pick-ups can be arranged for the student. Extra passengers will be charged an additional fee.
 - Students who book transportation less than 72 hours in advance may not be able to secure transportation through INTO CSU. INTO CSU staff will make every attempt to accommodate late requests.
 - In cases in which a Student cannot arrive at Denver International Airport (DIA) in time on the given scheduled day to meet her or his arranged airport transfer transportation, the student must telephone in advance the Arrivals telephone (number published in the Pre-Departure Guide) to notify the Center of missed, delayed, or cancelled flights.
- 13. Late Registration**
- 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.
- All new 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.
 - All continuing Students who register after the Monday prior to the first day of classes for the term and who do not have approval to register late will be assessed a \$500 Late Registration Fee.
 - INTO CSU Pathway students who register late for classes may also be assessed late fees from Colorado State University.
- 14. Deferral of Program Start Date**
- All requests to defer a Program must be received one week prior to the published program start date. Students who submit deferral requests after the first day of class of the term will be assessed Program cancellation fees.
 - New students may make two (2) requests to defer the Program start date without incurring a financial penalty. Each additional deferral request beyond the initial two requests will be charged a \$300 Program Deferral Fee and must be paid immediately in order to confirm the new start date. After the initial mailing, an express mail fee will be charged every time express mail is used to send Program documents.
 - Students who are denied a visa will not be assessed any penalties.
- 15. Academic Criteria**
- 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 performance and the successful attainment of specified progression grades. During 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 and will take into consideration the following:
 - course work
 - examination results
 - achievement of course objectives
 - attendance and participation
 - Currently enrolled students in any INTO CSU Program (GE, AE, PW, CVA who are planning to enter a PW, Conditional Admission Program (CAP), or CSU degree-seeking program must also meet the following requirements to progress:
 - Completion of current term enrollment in Good Standing.
 - Current enrollment must not be more than one language level below the desired entry level.
 Note: This includes students who meet the language proficiency requirement based on a qualifying test score.
 - Attendance Standing
 - Students who fail to follow INTO CSU attendance policies are subject to discipline as outlined on the INTO CSU student website.
 - 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.
 - Students who apply for and are approved for a vacation term will be charged at \$250 program change fee.
 - Students who do not meet the criteria for successful completion of a given level of study at any point during the Program will not be allowed to proceed according to the original schedule of their Program. Students may be offered advice on suitable alternative study options, which may include retaking courses or changing their Program. An alternative study plan may involve additional time to complete the Program and additional expenditures for tuition and accommodation fees. Fees for Program changes apply as set forth in Section 7.2 of these Terms and Conditions. If enrollment in additional course work is required to complete the Program of Study, Students will be charged additional fees.
- 16. Program Admissions and Progression Criteria**
- Students are accepted in good faith into the General English, College Year Abroad, Academic English, and Pathway Programs on the basis of their application materials being true and complete to meet admissions criteria.
 - INTO CSU and CSU require that records of all previous course work be submitted along with the application. Failure to list all institutions, study periods, and course work could result in the Student's application being denied, admission being rescinded, or dismissal from the Program, the INTO CSU Center, and/or the University.
 - If, upon arrival at the INTO CSU Center, the results from the placement tests and assessment procedures provide clear evidence that a student's actual level of English language or academic proficiency is significantly different than claimed and lower than that required for his or her designated Program, then the student will be formally advised of the results and of her or his options. Students need to be aware that if an alternative study plan is advised, there may occur significant changes in both overall study time required to complete the Program or Study Plan and expenditure on additional tuition and accommodation fees.
 - Students who are currently studying in the INTO CSU Center in any ESL program (GE, AE) who receive a qualifying Language requirements score to enter a CSU Pathway Program or CSU undergraduate or graduate degree program must have met the following criteria in order to progress:
 - Good Attendance Standing
 - Good Academic Standing with minimum required grades in all classes
 - Current Enrollment not more than one language level below the desired entry level
- 17. Student Liability and Information Release**
- At the time of application, Students are requested to sign a release (FERPA) form authorizing the University to share information about the Student with designated officials of the University and INTO CSU Center, her or his parents, the INTO Regional Office staff, and other individuals as designated by the Student. The INTO CSU Center will provide to individuals involved in the Student's success continuous feedback about the Student's academic performance and financial issues.
 - Students may also agree in writing that their records and achievements may be used without notification for promotional purposes and that such consent will remain in effect until formally withdrawn in writing.
 - The University is obliged to report to relevant US government bodies Student visa status, attendance records, and US contact details in accordance with United States Customs and Immigration Service requirements, Department of State regulations, and the Student Exchange and Visitors Program requirements. FERPA regulations can be superseded by immigration requirements.
 - Students must adhere to United States immigration law.
 - 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 her or his offer of admission to an INTO CSU Program or Study Plan. No Student will be allowed to enroll without these forms having been completed, signed, and returned to INTO CSU prior to the start of the Program.
- 18. Holidays**
- The University is closed during most recognized US holidays. Consult <http://www.colostate.edu> for University and Center closure dates. Semester dates are published in the 2016-17 brochure and are based on knowledge of Program start and end dates at the time of publication.
- 19. Liability**
- None of INTO CSU, the University and its Board of Governors, nor their staff or representatives will be liable for any loss, damage, or injury to persons or property, except where the liability is specified by Colorado law. In addition, liability for any claims for injuries to persons or property arising out of the acts or omissions of the University, its employees or agents shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq. The provisions of these Terms and Conditions shall be controlled, limited, and otherwise modified by the above-cited laws. Nothing herein shall be construed as a waiver or limitation upon governmental or sovereign immunities conferred by law. Neither INTO CSU, nor the University and its Board of Governors, 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.
- 20. Disclaimer**
- INTO CSU and CSU have taken great care in compiling the information contained in the 2016-17 brochure, which is believed to be accurate at the time of printing. However, the provision of Programs, facilities, and other arrangements described in this prospectus are reviewed regularly and may be subject to change without notice.
- 21. Equal Opportunities and Diversity**
- The University, as a community of scholars, is committed to the elimination of discrimination and the provision of equal opportunity in education and employment. In compliance with state and federal laws and regulations, the University does 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 its policies, procedures, or practices. This nondiscrimination policy covers admission into 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.
- 22. 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.
- 23. Governing Law and Jurisdiction**
- These Terms and Conditions shall be governed by and construed in accordance with the domestic laws of the State of Colorado, 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 Larimer County, Colorado or any federal court in the District of Colorado, 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.