

**SANTA CLARA UNIVERSITY SCHOOL OF LAW SUMMER ABROAD**  
**Policies, Standards, and Expectations**

***1. Eligibility & Application***

*a.* Applications to Santa Clara University School of Law (“Santa Clara Law”) summer abroad programs will be considered from: 1) students at ABA approved law schools who will have completed at least one year of law studies (full time or part time) by the end of the spring term; 2) students at California accredited law schools who have completed 24 units of study by the end of the spring term with a B average or higher; 3) students in good standing from non-U.S. law schools accredited by appropriate authorities in the country where the law school is located; and 4) graduates of accredited law schools.

*b.* Applications may be completed either online, or by submitting a hard copy. Original or faxed application forms and signatures are accepted. By applying for admission into a Santa Clara Law summer abroad program the applicant accepts and agrees to abide by the Policies, Standards, and Expectations found herein, and Santa Clara Law agrees to review and evaluate in good faith the submitted application.

*c.* Santa Clara Law reserves the right to reject any applicant. Except under the circumstances provided for under the “Refund Policy” stated below, no refund of the deposit will be made if an application is rejected.

*d.* Although all programs have an enrollment cap, acceptance into class portion is generally not competitive. Acceptance of an applicant is conditioned upon a vacancy existing in a program at the date the complete application is received. Applications usually are processed on a first come, first served basis. Early application is advised, especially for internships.

*f.* Upon receipt of an application to a program that has reached its enrollment cap, qualified applicants will be notified promptly and given the option of enrolling in another Santa Clara Law program where there is a vacancy, or of being placed on a wait list for the preferred program. *As application deposits are not refundable, students are advised to enquire as to the existence of vacancies in a program prior to submitting their application and deposit.*

*g.* Accepted applications may be cancelled by Santa Clara Law with no refund of deposit, tuition or fees, for failure of the applicant to meet the stated enrollment deadlines or for material misstatements made in the application.

***2. Course Enrollment Documentation (Required)***

Accepted applicants will be notified and supplied with a calculation of tuition and fees due Santa Clara University. To complete enrollment, applicants must submit the full amount of tuition and fees, with **checks made payable to “Santa Clara University.”** Applicants must also submit the following documentation:

1) Resume

2) Photographic copy of passport (The U.S. Department of State recommends your passport have at least six months of validity - beyond your actual travel date - to avoid expensive and lengthy disruptions.) (Requested post-decision))

3) One passport-sized photograph (preferably in business attire) (Requested post-decision)

4) Fully executed “Informed Consent Form” (Requested post-decision)

5) Statement of Good Standing from the home law school (not required of Santa Clara Law students)

6) Transcript from home law school (not required of Santa Clara Law students), or evidence of law school graduation and award of law degree

### **3. Internships**

*a. General Information:* Internships through Santa Clara Law summer abroad programs provide invaluable opportunities to earn academic credit while working in private law firms, legal departments of multi-national companies, courts, governmental and non-governmental agencies. Students gain practical experience by doing legal work under the supervision of a legal professional in the host country, while receiving terrific integration into the legal culture of the country and make important professional contacts. Internships impose special academic and professional responsibilities on the intern.

Internships are optional. *Students are free to take only the classroom components of a program.* However, internships may not be taken without completing the classroom component of the program. ABA standards require that students cannot be compensated for internships receiving academic credit.

The expectation of an intern is full-time work from the period of the internship. (e.g., 40 hours or more a week of supervised legal work). Generally, this is for five days per week, but some supervisors may require weekend work. While most programs provide for four to six week internships that earn up to 4 units of academic credit, Santa Clara Law works with students to establish longer internships where feasible.

American Bar Association accreditation standards and Santa Clara Law rules require that internships which exceed 3 units must include, among other things, contemporaneous guided reflections of the student's field placement experience. (*See* ABA Standard 305). Santa Clara Law requires a minimum of 50 hours of supervised legal work for each internship per unit of credit. These and other ABA or Santa Clara Law requirements are coordinated by Santa Clara Law's Center for Global Law & Policy or the on-site Program Director.

*b. Eligibility for Internships:* Internship components of the program are generally available to all students who will have completed at least one year of full time studies. Students who have completed only one year of part time studies may undertake internships only with prior approval of the Director of Summer Programs. Persons who have received a law degree may not enroll in an internship. Internships for students at non- U.S. law schools may be secured, but on a case-by-case basis.

English is the only language required for most placements. When fluency in a language other than English is required, this is noted in the program description. Nonetheless, language skills can be a factor in making some placements.

*Internships cannot be guaranteed! Santa Clara Law will make reasonable and good faith efforts to secure placements based on the application and supporting documentation, but the number of placements is limited. Factors impacting internship placement include the number of placements available, as well as the willingness of employers to retain the particular student intern.*

*c. Internship Application:* Application for an internship is made using the online program application form. The applicant must distinctly request an internship on the application form.

1) **Deposit:** A non-refundable internship processing fee and deposit of **\$700** must be received before an internship can be secured.

Students should understand that upon application Santa Clara Law undertakes to secure requested placements, and in so doing incurs financial and other obligations. In the event Santa Clara Law cannot secure an internship placement, the deposit will be credited to the applicant's tuition. The deposit will be forfeited if the student rejects a placement secured by Santa Clara Law.

2) Tuition: Internship tuition is **\$1,000 per unit**. It is the student's responsibility to ensure that he or she complete all requirement necessary to obtain the units of credit that a student has enrolled for. No refund will be given for a student's failure to complete the requirements necessary for the grant of the units enrolled.

3) Documents: In addition to the general requirements necessary to complete enrollment, applicants for internship placement must also provide these additional documents:

- A letter of recommendation from someone familiar with the applicant's abilities that attests to the applicant's ability to undertake the professional responsibilities of an internship.
- A completed self-assessment and internship preference worksheet, indicating examples of your work values, your ideal supervisor and preferred type of internship

Some internships may require additional documentation. Supervisors may ask for additional information about the applicant prior to the placement or may conduct a telephone interview. Application documentation requirements may be altered without prior notice.

4) Materials submitted by the student to Santa Clara Law in connection with Study Abroad, including those identified in Section 2 and Section 3 above are utilized by Santa Clara Law to secure the best possible internship placement for the applicant. Students who apply to Santa Clara Law must assume that the materials they have submitted will be shared with possible field placement supervisors. By applying for the internship, the applicant waives any claim to confidentiality of the information contained therein.

5) Deadlines: The general deadline for all applications is **March 21, 2016**. However, those applying for an internship must apply no later than **February 12, 2016**. Since internship placement opportunities are increasingly competitive, and many vacancies are filled by the **February 12, 2016** deadline, students are advised to apply and submit their internship documents well in advance of the deadline. Early application is a factor in allocating placements. Applications received after the deadline may be considered, but placements can be made only on a space available basis.

**Note:** Internships at certain locations, including Seoul, Tokyo and Costa Rica need to be arranged well in advance of the summer. Accordingly, students interested in one of those internships must have their *complete* application submitted by **February 12, 2016**. Delay past that date may result in not securing a placement in these locations.

Final documentation and full payment of tuition and fees must be received by **April 15, 2016**. *Failure to meet this deadline can result in cancellation of the application and forfeiture of all deposits.*

*d. Placements:* Upon receipt of completed application, required documentation, and full deposit, the Program Director will undertake securing suitable placements. Placements are based upon many factors including the applicant's academic record, personal statement, recommendations, and expressed interests. The decision to accept any student as an intern ultimately is made by the internship sponsor. Accordingly, the sponsor reserves the right to

reject any student as an intern.

Because of our long-term relationships with overseas employers, to date most qualified applicants seeking an internship placement have been accommodated. Nonetheless, *we cannot guarantee any specific internship, nor can we guarantee that all students requesting an internship will be placed.*

*e. Failure of a Placement:* If a placement in the particular program cannot be accomplished, the student will be notified, and the \$700 internship application deposit will be applied to the applicant's classroom component tuition. *Failure to secure an internship placement within a program does not justify the student's withdrawal from the classroom component of the program or warrant refund of the other deposits or tuition payments.*

If a suitable placement is secured for the student, the student is expected to accept such placement. If the student rejects the placement, the application deposit will be forfeited and will not be applied towards tuition. Alternatively, the student will be given the option of applying the deposit toward the tuition of another Santa Clara Law summer program in which there is a vacancy.

*f. Expectations and Requirements of Interns:* Each semester unit of internship credit awarded requires a minimum of 50 hours of documented, supervised legal work per unit of credit. Therefore, a 3-unit internship requires a minimum of 150 hours of work, a 4-unit internship requires a minimum 200 hours of work, etc. Regardless of the number of hours spent working in a field placement, the units of credit awarded cannot exceed that authorized in the program description, as approved by Santa Clara Law.

The field placement supervisor of the intern assigns, directs, supervises, and evaluates the daily work of the intern. The supervisor establishes the days, hours, and conditions of work of the intern. The intern is expected to honor the direction and supervision of the supervisor.

Unsatisfactory performance by an intern, as determined by the field supervisor, sponsor, or Program Director can result in termination of the internship with no or reduced credit and no refund of tuition. Interns are required to adhere to ABA and Santa Clara Law requirements, including among other things, contemporaneous guided reflections of the student's field placement experience. Where meetings with the Program Director or on-site staff are required, no additional credit is accorded for this meeting, nor is it included in determining the necessary hours of documented supervised legal work.

Final credit for an internship is conditioned upon the student working the minimum number of hours of documented supervised legal work, securing satisfactory evaluations of the quality of their legal work by field supervisors, attending all required internship integration seminars, maintaining and submitting acceptable journals and other reflection documents as required by Santa Clara Law.

Tuition is based upon the number of units for which the student registers, not the number of units the student is able to earn or complete. Thus, it is the student's responsibility to complete the requirements necessary for the award of the units.

In particular, as Santa Clara Law rules require a minimum 50 hours of documented field work for each unit of credit awarded, it is the responsibility of the student to ensure that this requirement is satisfied.

A student undertaking an internship is making a professional commitment. Thus, failure without reasonable cause, to fulfill internship obligations is an academic, and sometimes an ethical, violation. Program credit, without refund,

may be denied to those who leave an internship, for any reason, before completion of that commitment, or who fail to fulfill their internship responsibilities as determined by the field supervisor and Program Director.

No refund of tuition can be made if the student fails to complete the necessary field work for any reason, including the student's illness, injury, or other impediments. Only if the student is prohibited from meeting the requirements by unreasonable actions of Santa Clara Law or the field placement supervisor will a partial tuition refund request be considered.

Interns are expected to be professionally dressed. Field supervisors will inform interns if the standards of attire are relaxed; failing such communication, interns must wear business attire in the work place at all times.

Internships are enrolled in a Santa Clara Law University educational program for which they receive academic credit for their work. Interns are not employed by Santa Clara University or by the sponsoring institution. American Bar Association accrediting requirements and Santa Clara Law regulations provide that interns cannot receive compensation for their activity. Moreover, receipt of compensation by an intern may violate employment and immigration laws of the host country and could result in civil or criminal sanctions.

*g. Internship credit and grading:* The School of Law grants ungraded "credit" or "no credit" for internship work performed by Santa Clara Law students. Credit based upon: 1) documented completion of the required hours worked; 2) maintenance of satisfactory reflective and other required journals or papers; 3) attendance at all required seminars and meetings; and 4) a satisfactory evaluation of the student's field work by the student's field supervisor.

Field supervisors assign letter grade evaluations to interns ranging from "A" to "F." The grade of "C" or higher is considered satisfactory for which credit can be awarded. The letter grade of the field supervisor cannot be reflected on the transcript of a Santa Clara Law student. However, the School of Law will honor written requests from a non-SCU student's home institution, and will issue a letter grade to the home institution based upon the evaluation of the field supervisor. *The student is responsible for initiating such a request from their home institution.*

**Note:** Law schools have different requirements with respect to granting or transferring academic credit for internships. *The student is solely responsible for ascertaining and satisfying all the requirements for the credit, including internship credit being granted, transferred, or honored at their home institution.* Students should ascertain their home school's requirements prior to applying for a program.

*b. Housing during the internship:* Internships are often performed at field locations, which may be some distance away from the classroom component of the program. Housing is not arranged or provided for interns. Field placement supervisors and Santa Clara Law personnel usually can provide assistance in securing convenient accommodations during the internship period.

#### **4. Transfer Between Santa Clara Law Programs**

Applicants may apply in writing to transfer their application and deposit to another Santa Clara Law summer course. The transfer request will be granted if the request is received in writing, there is a vacancy in the program to which transfer is sought, and the transfer imposes no undue hardship on Santa Clara Law or cooperating institutions. Transfer between internship programs often proves impossible as commitments are often made on the basis of the application. The decision to grant or deny a transfer request is within the sole discretion of Santa Clara Law. No fee is charged for requesting a transfer prior to enrollment. Enrolled students contemplating making a transfer request are advised to first determine whether a vacancy exists in the program to which they wish to transfer.

### ***5. Cancellation of Enrollment Misstatements and Removal for Misconduct***

a. Santa Clara Law reserves the right to cancel an enrollment with no refund of deposits, tuition, or fees based on failure of the applicant to fully pay tuition and fees for the program prior to the published deadline or for material misstatements on either the written application or in the supporting documentation.

b. Santa Clara Law reserves the right to remove a student from any program after the commencement of a program without an award of credit or the refund of any deposits, tuition, or fees based on the student's serious misconduct, including a violation of these Policies, Standards and Expectations.

### ***6. Fees, Tuition, and Expenses***

#### *a. Course Application Deposit:*

Amount: \$300 for each program (non-refundable)

Due: With Application but no later than **March 21, 2016**

Deposit will be applied to course tuition after enrollment.

A separate deposit is required for each distinct Santa Clara Law program. Thus, students applying for two distinct programs (e.g., The Hague *and* Geneva) must submit a deposit for each of the two programs. Courses within a defined program, even where the program spans two countries, do not require a separate deposit. (e.g. Vienna requires a single course deposit of \$300. As explained below, however, a separate \$700 deposit is required for internships associated with any program).

#### *b. Internship Processing Deposit:*

Amount: \$700 (non-refundable)

Due: With Application by **February 12, 2016**, but no later than **March 21, 2016**.

Deposit will be applied to internship tuition after enrollment.

*Placement efforts cannot proceed until the deposit and all required documentation is received.*

If a student is applying for a course and seeking an internship placement this will require a \$300 deposit for the course and \$700 for the internship processing, for a total deposit of \$1,000. If no suitable internship placement is secured, the internship processing deposit fee will be applied to course tuition. Internship processing deposits are forfeited if the student elects to reject a placement.

*Failure to secure an internship or field placement is no basis for the student to withdraw from the course component of the program, or to receive a refund of deposit, fees, or tuition for that program. See "Internships" for details.*

c. *Tuition:* Tuition for all programs is charged by the semester unit of credit sought. J.D. tuition for summer 2016 programs is:

Classes & Internships: \$1,000 per unit.

Tuition covers only the costs of instruction and award of units. Tuition does not cover transportation, housing, meals, course materials, or any other incidental costs. Total tuition is determined by multiplying the above sums by the number of units in which the student enrolls.

#### *d. Housing:*

Housing costs are not included in tuition. Housing arrangements and housing costs differ in each program, and is set forth in the description for each program available on the Santa Clara Law website.

Housing for Santa Clara Law programs falls into one of three categories: 1) Santa Clara Law secures required housing for all participants for which a distinct, non-refundable housing fee is assessed by and paid to Santa Clara; 2) Santa Clara Law reserves housing which students have the option of engaging; however, students contract with the provider, and no fee is paid Santa Clara Law for making the reservation; and 3) Santa Clara Law provides a list of housing, but participants are fully responsible for finding and engaging their own housing. No fee is charged for providing the list and any assistance provided in obtaining the housing.

*e. Meals:*

Except if specifically noted in a program, the cost of meals is not included in tuition, nor is it included in housing charges or fees either made to Santa Clara Law or paid to the provider.

Most programs include welcome receptions, occasional entertainment, and final dinners for which no additional charge is made. Some programs may organize on-site optional excursions, dinners, or social activities for which those electing to participate may be required to make a payment.

*f. Materials:* The costs of books and program materials (required or recommended) are not included in tuition.

Materials requirements vary with the programs and are detailed in the individual program descriptions. Materials may consist of published textbooks or of specially reproduced materials. These may be available for student purchase on site at the beginning of the program, or occasionally must be purchased in the United States before the program begins. Participants will be informed of these requirements.

Some programs charge a materials reproduction fee, of varying amounts, to cover the cost of materials being reproduced and distributed on-site by instructors as the particular program progresses. The amount of the materials fee depends on the program, and will be stated in advance of the program.

Costs of materials typically are commensurate with similar courses in the United States.

*g. Transportation to and from the site:*

Cost of transportation to and from the program sites is not included in tuition or covered by a fee. Students make their own travel arrangements to and from sites at their own expense.

In making travel arrangements, students must be mindful of their obligation to arrive on site in time for the commencement of the program, including orientation, and their obligation to complete the full program as scheduled, including final examinations. Transportation convenience does not justify withdrawal from the program or justify failure to fully participate in required program classes, events, or examinations.

*h. On-Site Transportation:*

The costs of on-site transportation, such as between housing and classes or to site visits, unless stated otherwise, is not included in tuition. Students must pay any such transit charges (taxi or public transportation). Sites typically can be reached via public transit.

On-site transit fee: Some programs require extensive on-site or inter-site transportation. In such cases, prior arrangements for private transport for all participants will be arranged by Santa Clara Law. In such cases some on-site or inter-site transportation is provided for which a transit fee will be charged. Such fees are usually stated in the program description. Some programs include optional excursions organized on-site for which participation may

require a separate payment.

*i. Library and Internet Access Fees:*

Fees charged for access to the program library and on-site research resources such as internet connections within classrooms are usually included in the tuition. No additional fee for such use is generally charged. A few libraries and some sites impose a distinct per student fee for use. In such cases, this fee is charged to the student. Such fees are noted on the individual program description. Some housing providers charge an additional fee for internet access or telephone use, and students desiring such access are responsible for the associated fees or costs.

**7. Attendance and Participation**

Students are expected to be present at the beginning of the program, including pre-program on-site orientations. Regular and punctual attendance in all classes is required. Roll may be taken. Students are expected to participate in site visits to institutions that are part of the educational program. Students must remain in residence for the entire program and complete examinations and other required work as scheduled. Excessive absences will subject students to removal from the program, without refund. As a general rule, failure to attend more than 20% of scheduled classes or other academic activity, including site visits, is considered excessive. Directors may have additional expectations, which are outlined at the beginning of the program.

**8. Conduct and Behavior**

*a. Academic and Personal Honesty:* Participants must observe the highest standards of academic and personal honesty. Dishonesty, plagiarism, or other unprofessional behavior may result in dismissal from the program without credit and without refund. Failure to fulfill internship commitments is considered an academic, and sometimes, an ethical violation.

*b. Individual respect and courtesy:* Participants must respect and act courteously toward other students, faculty, directors, and program hosts. Harassment, unwarranted hostility, or similar inappropriate behavior will be dealt with severely, including removal from the program without credit or tuition refund.

*c. House Rules:* We are guests at various institutions and of foreign governments. Host institutions and housing providers will have rules, customs, and expectations regarding noise, behavior, use of grounds and facilities, dress codes, smoking, alcohol possession, etc. Participants will be briefed on these rules, expectations, and customs. Participants are expected to fully comply with the letter and spirit of such expectations. Unacceptable conduct can result in participants being evicted from housing, denied access to libraries, classrooms, or visited sites. Egregious or repeated misconduct or personal improprieties will result in participants being removed from the program without credit and without refund. Such dismissals will be noted on the student's record, and may be noted to the student's home school or relevant State and Federal Bar examiners and accreditors.

*d. Local Law:* Adapting to different cultures is a critical aspect of the foreign educational experience. Conduct acceptable, or at least not illegal, in the United States may constitute a serious offense in some cultures, possibly resulting in civil or criminal penalties. Participants are expected to educate themselves on relevant laws, rules and customs, and are expected to comply with the letter and spirit of these laws, rules, and customs.

*e. Participation and Professionalism:* Programs all involve site visits to courts and political institutions. Participants are expected to participate in these visits and conduct themselves at all times in a respectful and professional manner.

*f. Dress and Attire:* While dress for classes is informal, much like a similar class in the United States, host institutions may impose dress codes or grooming expectations. Participants should bring business attire for such occasions and

are expected to comply with these rules and expectation. Visits to courts, parliaments, international organizations all expect visitors to be professionally attired. As in the United States, security searches at visited sites are common. Frequently, cameras are not permitted on the premises. Professional behavior and strict observation of rules and conduct restrictions is expected of participants at all times.

Those seeking internships are expected to wear suitable business attire and fully comply with the professional and conduct expectations of the internship field supervisors.

## **9. Credits and Grading**

*a. Credits:* Credits granted for each program are semester units. The number of credits earned vary with the programs and options selected by the participant upon registration.

*b. Grades and grading:* Unless stated otherwise, academic courses with a predominate classroom component are provided letter grades ranging from A (Outstanding) to F (Failure and no credit). A grade of C indicates acceptable professional competence. Grades are based on written examinations graded by instructors with review by the Program Director. Workshop and tutorial grades are based on papers and/or presentations made by students. Internships are offered as non-graded “credit” or “no credit” and are based on student performance as determined by the field supervisor and Program Director. (See “Internships” below for more detail.)

***Credit and grades for any course, including internships, is subject to determination by the student’s home school.*** Students considering application to any summer program should consult their home school policies.

*c. Grade Changes:* Santa Clara Law faculty policies provide that once submitted “grades may not be changed except for a computational error in deriving the grade or a clerical error in recording the grade. Computational or clerical errors do not include a subjective re-evaluation of the content of student work.”

*d. Maximum Units:* Enrollment in Santa Clara Law’s summer abroad programs is limited to 8 or less units. Santa Clara Law students may not combine summer courses (of Santa Clara Law or other institution) earned abroad or domestically which total more than eight units during a single summer. Summer abroad units earned by Santa Clara Law students may meet graduation requirements and in some cases may accelerate graduation.

Other schools may have similar or different limitations on the amount of summer credit which may be applied toward graduation, and these and other policies may make it unlikely that participation in a foreign summer program may be used to accelerate. (See ABA Standard 304.) *Students seeking such acceleration should check with their home institution.*

## **10. Program Changes, Cancellations and Refunds**

*a. Adjustments:* Each summer program abroad is unique and is fully described on the Santa Clara Law summer abroad website. Hard copy descriptions of the classes and scheduled lecturers will be supplied upon request. Most programs utilize faculty and professionals from host institutions. Because of this, class schedules, lecturers, and topics covered (i.e., the “syllabus”) may be adjusted based on availability of lecturers or site facilities. Site visitations may be altered according to availability (such as unscheduled closings.) Participants will be provided as much notice as possible, and appropriate substitution will be provided.

Such adjustments will not substantially affect the content of the program, and do not constitute a “substantial modification” of the program.

*b. Cancellations or Substantial Modifications:* Unforeseen events beyond our control may require substantial modification or cancellation of a program. Among the reasons a program may be cancelled or substantially modified are the following:

1) Area of Instability. If the US State Department Consular Information Sheet for the country in which the program is conducted indicates that it is an “area of instability”, participants will be promptly notified, and the program will likely be cancelled. In any event, students will be allowed to withdraw from such a program and will within twenty (20) days of cancellation or withdrawal receive a refund of fees paid to Santa Clara Law, except for any room and board payments utilized prior to the date the site was declared an “area of instability.”

Even if the country has not been deemed an “area of instability” Santa Clara Law may cancel or substantially modify a program where it deems the risk of harm to be at an unacceptable level. *See* Section 11 below for rules regarding cancellation or substantial modification of a program.

2) Travel Warning. If, prior to the commencement of a program or during the course of a program, a US State Department Travel Warning is issued for the country(ies) in which the program will be conducted, all registrants will be promptly notified of the warning and be given an opportunity to withdraw from the program. Students who withdraw will receive a full refund of all monies advanced within 20 days after withdrawal. If the program is cancelled by Santa Clara Law, or if a student withdraws pursuant to the warning, students will receive a full refund of all payments made within 20 days after cancellation or withdrawal, except that Santa Clara Law shall retain any room and board payments utilized prior to the date of cancellation or withdrawal.

3) War, civil unrest, terror threats, epidemics, or health hazards which pose unacceptable risks of harm to participants.

4) Unforeseen events, such as fires, weather, or natural disasters, which render the classrooms or other site facilities including student housing unavailable or unsuitable for use.

5) Labor unrest or strikes that make transportation to the site or the use of essential facilities at the site impossible, unduly difficult or hazardous.

6) Incapacity or unavailability of key or necessary faculty or personnel, for which no substitute can be secured in a timely manner.

7) Low enrollment. Programs that have *fewer than seven applicants* as of April 15, 2016 are subject to cancellation.

The School of Law will notify applicants, if possible, by April 22, 2016 of any cancellation or substantial modification and the reasons therefore.

### ***11. Refund Policy:***

Because the School of Law will have made binding financial commitments based on applications, students cannot be refunded any deposits, tuition payments, fees, housing charges, or materials purchases made by students *for any reason other than cancellation or substantial modification of the program by Santa Clara Law as set out above.*

Accordingly, refunds cannot be made based on illness, injury, or incapacity of the participant or a member of the participant’s family; failure of the participant for any reason to secure entry into the country where the program is conducted; or the desire of the participant to pursue employment or other activity. Refunds will not be made based

on Santa Clara Law's inability to secure for the student a satisfactory internship. (In such case internship processing deposits are credited toward the student's course tuition.) See "Internship" for details. If the student rejects a requested internship secured by Santa Clara Law the internship processing deposit will be forfeited without refund or credit to tuition.

In the event of a program cancellation or substantial modification the student will be notified and given the option of either: (i) enrolling in an alternative summer abroad program offered by the School of Law at no cost; or (ii) canceling the registration with a full refund of fees, tuition, and any housing costs paid by the applicant to Santa Clara University. Students will be notified of a cancellation via electronic mail and/or regular mail, as well as telephonically at the preferred telephonic contact number listed by the student. If a program is not cancelled, but is substantially modified, the student will be provided the option of continuing with the modified program. The student will be given a reasonable period of time in which to make this election. If the program is canceled or modified and the student elects to withdraw, all monies paid for the program will be refunded to the student except for room and board payments utilized prior to the cancellation or withdrawal. All refund requests will be promptly processed, and a refund will be issued within twenty (20) days of the cancellation or withdrawal. To the extent there is any conflict with the refund rules provided for in Sections 10.b.1) and 2), the rules applicable to area of instability or travel warnings supersede the rules provided herein.

***Participants are encouraged to purchase appropriate insurance against losses they may incur as the result of their inability to participate in the program or such losses they may incur as a result of program cancellation.***

## ***12. Passports and Visas***

Passports are required for enrollment in all programs, and a copy of your passport must be provided to complete your Application. Passport applications for U.S. citizens are available through the U.S. Postal Service, online services, and commercial expeditors located in major cities. Individuals should apply early for passports, as there is often a backlog by late spring. Participants are responsible for the costs of securing passports and other documentation.

Passports must be current and may not expire within six months of the holder's expected return to the United States.

Depending on an individual's status or the site of the program, an entry visa may also be required. Visas typically must be secured in advance of travel, and often take weeks to process. Non-citizens should make appropriate inquiries as to required entry and re-entry to the United States, as well as travel documentation required of them from the host country.

**Note:** Students participating in the Santa Clara Law summer law study abroad programs are enrolled in a U.S. law program. Because all classes are Santa Clara Law classes, regardless of where the classes are held or who is teaching the classes, participants holding U.S. passports do not typically qualify for a student visa in the host countries. Similarly, because the internships are unpaid positions and are academic in nature, participants holding U.S. passports typically do not qualify for a work visa in the host countries. Historically, U.S. passport holders travel on these programs as tourists. Visas are required for U.S. passport holders traveling to certain countries including the People's Republic of China, India, Vietnam and Turkey. *Participants are responsible for obtaining current, accurate information about visa requirements – this information is provided as information only and should not be construed as advice regarding passport or visa requirements.* International program staff and individual Program Directors can offer limited advice on potential entry issues, although the onus is on the participant to obtain accurate and timely visa and entry information.

Refunds cannot be given to registrants unable to attend a program based on their inability to secure necessary documentation or being denied entry into the program host country.

### **13. Insurance**

Santa Clara Law requires all participants to obtain mandatory insurance through its approved provider. In addition to this insurance, participants should purchase adequate insurance as follows:

*a. Health and Accident:* In most countries non-residents are required to pay health care costs in cash or provide proof of private insurance coverage recognized in the country where the medical services are provided. Most U.S. standard health insurance policies have limited or no coverage for illness or accidents abroad.

Santa Clara University requires all participants to secure, at their expense, appropriate health, accident, and medical care insurance to cover illness or accidents while enrolled in the program. Documentary proof of such coverage is required.

Tuition and fees cannot be refunded based on injury or illness of the participant or of any other person (such as a member of the participant's family).

*b. Travel:* Unforeseen events may cause Santa Clara Law to cancel or substantially alter a program. In which case Santa Clara Law's responsibility is limited to refund of all deposits, fees, and tuition paid to Santa Clara.

Moreover, personal issues, such as personal or family illness, may make it impracticable or impossible for an enrolled student to attend a program, or may require that they leave the program before its completion. Because of financial commitments made by the School of Law there is no refund of tuition, fees, or housing costs based upon a student withdrawing from a program, regardless of the cause for withdrawal.

Finally, students may have made travel arrangements, housing deposits, or materials purchases. Santa Clara Law is not responsible for such expenditures. They are made at the risk of the participant.

For the above reasons, participants are strongly advised to purchase appropriate travel insurance that would financially protect them from such events.

*c. Enrollment:* Participants are encouraged to explore insurance for forfeiture of deposits, tuition, or fees occasioned by the student's illness, injury, or inability to complete the program.

### **14. Health and Safety**

No program will be held in an area for which the Department of State has issued special travel advisories. In such event the program will be cancelled, and students may secure a refund or exercise the option of transferring to another Santa Clara Law program.

We believe the sites of our programs are as safe as comparable U.S. cities. Nonetheless, travel and living abroad inherently involve some health and safety risks. No city is free from crime, and foreigners can be the target of some law breakers. Alertness and extra care always are advisable, but particularly so when one is in unfamiliar surroundings.

Occasionally, student housing has been burglarized. Participants are advised to keep rooms securely locked, even if they leave for only a brief period, and make sure that valuables, credit cards, passports, and other documents are secured. Santa Clara University cannot be responsible for such losses.

In some locations, it may be advisable to use caution in eating uncooked meat or seafood, or un-peeled and uncooked fruits and vegetables. Tap water in some locations may present a hazard.

Applicants should consult with their personal health care professional prior to application or enrollment. The participant should follow all advised medical and health precautions.

Generally, it is advisable for participants to bring with them copies of all prescription medicines, both to avoid any issues on crossing borders and to provide back up should medicines be lost. Relevant health records, such as immunizations and allergies, and medical contact information should also be taken by the participants to the program. Program Directors should be advised of any particular health needs that may pose a threat to the student during the program.

Prior to application and enrollment applicants should evaluate and assess the risks presented and the level of risk they are comfortable in assuming.

Santa Clara University does not assume the risk of the health and safety of program participants. By enrolling in the program the participant agrees to assume all such risks.

Health problems or injuries may make it difficult or impossible for a participant to complete the requirements of the course or an internship. Refund of deposits, tuition, or fees or any other expenditure will not be provided based on a participant's illness or injury.

### ***15. Persons with Disabilities***

Countries outside of the United States often do not impose standards of accessibility for persons with disabilities that are comparable to those found in the United States. Some countries have nondiscrimination laws that help to protect travelers with disabilities, while other countries do not. Facilities such as classrooms, libraries, visited sites (i.e., court houses, public buildings, public roadways), and housing may not be fully accessible. Moreover, public transit and public ways may severely impede persons with some disabilities. Restaurants, restrooms, and other public facilities often are not accessible.

Students with disabilities should review the "Traveling With Disabilities" information provided on the US State Department website at <http://travel.state.gov/content/passports/en/go/disabilities.html>.

Santa Clara Law will make reasonable efforts to secure accommodations and access to necessary program facilities and activities for individuals with disabilities. Individuals needing such accommodation should contact Santa Clara Law international program personnel well in advance of registration, and explain their needs. We will make reasonable efforts to ascertain the extent of barriers at the site and the extent of accommodation that can be accorded. We then will provide the best information available to the person making the inquiry, and make reasonable efforts under the circumstances to secure an accommodation that would permit meaningful participation in the program. However, accommodation may be impossible or may impose undue hardships.

If you are interested in receiving services please contact Disabilities Resources at (408)554-4109. For more information about services through Disabilities Resources, visit their web page at

<http://www.scu.edu/studentlife/disabilities/>.

## **16. Non-Discrimination**

*Santa Clara University does not discriminate on the basis of a person's actual or perceived membership in a protected class including race, color, national origin, ancestry, sex, sexual orientation, age, religious creed, physical or mental disability, medical condition, marital status, citizenship status, gender identity, gender expression, genetic information, military or veteran status, or other status protected by law in the administration of its educational policies, admissions practices, as well as employment related policies and activities. The University condemns and will not tolerate such harassment or discrimination against any employee, student, visitor, or guest on the basis of any status protected by university policy or law, and upholds a zero tolerance policy for sexual violence and sexual misconduct.*

*The University encourages those who have witnessed or experienced any form of discrimination, harassment, or sexual misconduct to report the incident promptly, to seek all available assistance, and to pursue informal or formal resolution processes as described in this policy. Inquiries regarding equal opportunity policies, the filing of grievances, or requests for a copy of the University's grievance procedures covering unlawful discrimination and unlawful harassment and sexual misconduct should be directed to:*

*Belinda Guthrie, EEO and Title IX Coordinator  
Office of EEO and Title IX  
Santa Clara University  
475 El Camino Real, Room 223  
Santa Clara, CA 95053  
Phone: [408-554-4113](tel:408-554-4113)  
Email: [bguthrie@scu.edu](mailto:bguthrie@scu.edu)*

## **17. Enrollments Disclosure: 2015 (by program)**

Costa Rica: SCU =6, Other = 13, Total=19. Capacity = 30

Geneva SCU =11, Other =8 Total=19. Capacity = 25

The Hague: SCU =4, Other =18, Total=22. Capacity = 25

Istanbul: SCU =0, Other =9, Total=9. Capacity = 30

Munich: SCU =2, Other =5, Total=7. Capacity = 30

Oxford: SCU =2, Other =11, Total=13. Capacity = 27

Shanghai: SCU =2, Other =8, Total=10. Capacity = 20

Singapore: SCU =0, Other =0, Total=0. Capacity = 30 (Program did not run in 2015)

Sydney: SCU =4, Other =7, Total=11. Capacity = 35

Tokyo: SCU =5, Other =10, Total=15. Capacity = 30

Vienna/Budapest: SCU = 7, Other =5, Total=12. Capacity = 25

A couple of programs invited a limited number of foreign students from the host institution, often sitting in on classes and meeting participants. While non-U.S. students are eligible to enroll in all Santa Clara Law programs, it is impossible to estimate how many will do so in 2016. Foreign student enrollment will not exceed 30% of the total enrollment for the program.

### ***18. Student Evaluations of Programs***

Each program provides for formal written evaluations completed by program participants. Santa Clara Law will provide a summary of these evaluations to interested persons upon request. The description of each program will include on its web site an overall evaluation summary for that program. Future quality is dependent upon candid evaluations from participants. We invite comments, suggestions, and criticisms.