

**INTO Oregon State University
Terms and Conditions for
Ecampus Students in INTO OSU Programs**

1. Application of the Terms and Conditions

- a. These are the terms and conditions of the agreement between Oregon State University (the University) and the student. These terms and conditions are effective upon completion of the confirmation process, as detailed in Section 3 below. These terms and conditions supersede any promises, representations and warranties, whether written or oral, made by or on behalf of the student or the University.
- b. Students should read these terms and conditions very carefully before submitting their application for admission.
- c. All students are bound by the standards, policies and procedures of the University as amended from time to time. These can be found at: <https://catalog.oregonstate.edu/regulations/> and <https://studentlife.oregonstate.edu/studentconduct>. The University may assign or sub-contract, in whole or in part, some or all of the benefit and burden of this agreement without any approval from the student.
- d. Definitions:
 - i. Ecampus Program (Program) refers to individual courses of study. Programs offered by INTO OSU include, but may not be limited to:
 - Undergraduate Transfer Program (UTP)
 - International Year One (IYO)
 - Graduate Pathway (GPW)
 - ii. The admitted Study Plan (Study Plan) refers to the entirety of Program(s) offered and accepted by the student at the time of admission, regardless of the duration of study.

2. Changes to the Terms and Conditions

- a. The University reserves the right to amend the terms and conditions. In such circumstances, the University will provide the student with a revised set of terms and conditions upon request and the University will attempt to notify students of substantive changes. The University also makes these terms and conditions available at webpage below and it is the student's responsibility to check regularly. www.intostudy.com/osu/terms

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

- a. Students should complete their application and submit it to Oregon State University's International Admissions office.
- b. If the student is admitted, the University will issue a written offer. As described in the offer letter, in order to accept the offer, the student must sign the acceptance letter and, if applicable, remit a deposit payment. This completes the confirmation process and denotes acceptance of the offer and of these terms and conditions. Completing this confirmation process confirms the student's enrollment..
- c. Once the confirmation process is complete, the deposit is non-refundable. See 6.1 for relevant cancellation details.
- d. Where a student has selected more than one Program as part of his or her Study Plan, the higher deposit amount will be required.

4. Full Payment

- a. 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 by the University and the student in writing. Unless otherwise agreed to in writing, or if the below government sponsored student exception is met (b.), full payment must be made prior to registration.
- b. If a student is applying for a scholarship from a government sponsor, the student will be required to either (i) pay the full outstanding balance owed by the applicable due date or (ii) provide an official letter of financial guarantee from the sponsor by the end of the first week of classes. A student with an unofficial letter of financial guarantee will be allowed to register and enroll, but if the official letter of financial guarantee is not received by the applicable deadline, then the student will be required to pay tuition and fees in full or withdraw from the University. An official letter of financial guarantee must specify that the guarantee covers the entire study plan. Sponsors will be invoiced for their portion of fees, and the student will be refunded any credit balance remaining on his/her account after payment has been received from the sponsor.

5. Overdue Payment

- a. In cases of overdue payment, the University reserves the right to suspend or cancel enrollment for students who do not have a pre-agreed arrangement with the University in writing for late payment, and to charge interest on the outstanding balance. Interest will be charged at the rate of 1% per month (12% APR).

6. Cancellation, Change, Withdrawal and Transfer Policies

6.1 Cancellation

The following cancellation charges apply:

- a. There will be no refund of Program fees, tuition, or deposits for students who cancel, withdraw, transfer early to an OSU degree seeking Program or are suspended or dismissed from any INTO Oregon State University Program after the published start date.
- b. Cancelling a Program prior to the published start date will result in forfeiture of the program deposit .

6.2 Change

- a. Students making a change to their Study Plan will be charged a \$250 administrative fee.
- b. Students currently enrolled in a UTP, IYO or GPW Program will not receive a refund if making a Program change to a lower-cost Program.
- c. All change requests must be received two (2) weeks prior to the published Program start date of the new Program.

6.3 Withdrawal

- a. There will be no refund for students who cancel or withdraw from any INTO Oregon State University Program after the published start date.

- b. 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 Oregon State University in writing and sends evidence that the conditions have not been met. This information must be received no later than four (4) weeks before the Program start date or cancellation fees will apply.

6.4 Transfer

- a. If a student has agreed to attend an INTO Oregon State University UTP, IYO or GPW Program, and has begun the Program, there will be no transfer of any fees.

7. Expiration of Credits Purchased

- a. Students have a set duration of time to use credits based on the number of credits purchased. Below is a summary of the time to use purchased Ecampus credits from the published Program start date:
 - i. 12 credits purchased must be used within 12 months
 - ii. 24 credits purchased must be used within 24 months
 - iii. 36 credits purchased must be used within 36 months
- b. The same time frames apply to any applicable subsequent credit purchases after the start of the Program

8. Student Conduct

- a. Students are required to observe the standards, policies, rules and requirements of Oregon State University and all laws applicable to the student's participation in the Program.
- b. Students are subject to the standards of conduct as described by University rules and policies, as amended from time to time. Information regarding student conduct may be referenced at the following website:
<https://studentlife.oregonstate.edu/studentconduct>
- c. Failure to abide by conduct regulations and relevant laws may lead to suspension or expulsion from the University. The Code of Student Conduct describes the consequences of suspension or expulsion.

9. Appeals

- a. Students may challenge decisions through established procedures for appeals and grievances. Information on appeal procedures is available in the Student Handbook and online:
<http://intoosu.oregonstate.edu/appeals>

10. Registration and Program Start Deadlines

- a. All students are expected to enroll and start their Study Plan on the scheduled start date. All late registrations must be approved by INTO OSU in advance and will be considered on a case-by-case basis. No deposits, tuition, or other fees will be refunded for late registrations (and late fees may apply, as described below). Any revision of the Study Plan will most likely involve additional time and expenditure with regard to tuition.
- b. There are strict deadlines for Program registration. A registration after the deadline will likely result in the student being unable to attend INTO Oregon State University classes for the term.

11. Late Registration Fees

- a. All students who register on or after the first day of classes of the term will be assessed a \$250 Late Registration Fee.
- b. INTO Oregon State University students may also be assessed additional late fees by Oregon State University. <https://catalog.oregonstate.edu/fees-residency-requirements/#text>

12. Refunds

- a. Refunds of any payments made to INTO OSU will only be made to the individual or organization that originally paid the funds. If a third party has paid the funds on behalf of the Student, INTO OSU is unable to refund the funds directly to the Student and any refund will be made directly to the third party who originally paid the funds.
- b. Refunds of any payments made to INTO OSU can only be made to the account from which the payment was made originally. Proof of payment such as a receipt or a bank statement showing payment from that account must be produced for a refund to take place. Failure to do so may delay the refund severely or prevent it altogether.

- c. Refunds will not be paid via cash. INTO OSU reserves the right not to accept any payment by cash at its own discretion.

13. Deferral of Program Start Date

- a. All requests to defer a Program must be received four (4) weeks prior to the published Program start date. Students may make two (2) requests to defer the Program start date without penalty. Any additional deferral requests will result in a \$300 Program deferral fee.
- b. An express mail fee will be charged every time express mail is used to send Program documents.
- c. Students who submit deferral requests after the 4-week deadline will be assessed Program cancellation penalties as described in section 6.1.

14. Academic Criteria

- a. 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 all progression requirements. 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 academic performance is the responsibility of the course instructor.
- b. Students who do not meet the criteria for successful completion will not be allowed to proceed with their original Study Plan. Students may be offered advice on suitable alternative study options, which may include retaking courses or changing their Study Plan. An alternative Study Plan may involve additional time and expenditure with regard to tuition and accommodation fees.

15.1 Academic Standing

- a. Students in UTP, IYO, or GPW Programs are subject to Oregon State University Academic Standing Regulations described at: <https://catalog.oregonstate.edu/regulations/>

15.2 Duration of Pathway Programs

- a. GPW, IYO and UTP Programs are designed to be completed in 12 to 36 credits as determined at admission based on academic and English qualifications.
- b. GPW, IYO and UTP study can be extended on a term-by-term basis up to 24 credits beyond the original GPW, IYO and UTP Program credit duration. Students may appeal for an additional GPW, IYO and UTP extension beyond the 24 credits; appeals for an additional GPW, IYO and UTP extension will be considered by an appeals committee on a case-by-case basis.

15.3 University Progression

- a. Students who meet all progression requirements for an IYO, UTP, or GPW Program will be permitted to progress to the appropriate Oregon State University degree Program.

16. Program Admissions Criteria

- a. 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 proficiency tests provide evidence that a student's actual level of English language or academic proficiency is significantly different and is lower than the one required for the designated Program, then the student will be formally advised of the results and of applicable options. If an alternative Study Plan is advised, there may be a significant change in study time and expenditure with regard to tuition. No student will be required to change a Program for which they have met entry qualifications.
- b. A student, either individually or through his/her representative, who has submitted any documentation or certification to meet the admissions criteria which is found to have been falsified may be subject to immediate dismissal from the University and may be subject to Student Conduct and Community Standards review, which may result in further disciplinary action.

16.1 Students Under 18

- a. 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.

17. Student Information

- a. At the time of application, students are requested to sign a release authorizing Oregon State University to share information about the student with parents and/or representatives. It is part of the unique nature of the INTO Oregon State University Program that our Center works most effectively if it can provide substantive and ongoing feedback about academic performance and/or financial issues to parents and other individuals involved in the student's success.
- b. Students may also agree in writing that their records and achievements may be used for promotional purposes without notification. Such consent will remain in effect until such agreement is withdrawn in writing.
- c. OSU and INTO OSU respects your privacy and are committed to protecting your personal information. Further information on how we look after your personal information can be found in our respective Privacy Notices, <https://uit.oregonstate.edu/ois/privacy-notice-oregon-state-university> and <https://www.intostudy.com/en-gb/legal-and-privacy-policy>

18. Liability

- a. Neither INTO Oregon State University, Inc., 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 practicable control.

19. Prices

- a. Prices for programs, and fees are available <https://www.intostudy.com/en-gb/universities/oregon-state-university> and are subject to change without notice.

20. Banking Regulations

- a. INTO OSU abides by the guidance of the Financial Action Task Force (FATF) and our banking service providers in relation to taking actions to help prevent money laundering and terrorist financing.
- b. INTO OSU is bound by international banking restrictions regarding payments to and from certain countries. These restrictions are amended regularly and INTO OSU reserves the right to amend its payment acceptance procedures accordingly to ensure that it is compliant with these restrictions.
- c. INTO OSU operates an equal opportunities admissions policy and welcomes applications from all students. However, INTO OSU reserves the right to refuse to admit a student where in doing so, it risks being in breach of the provisions set out above.

- d. INTO OSU reserves the right to refuse to accept any payment where INTO OSU reasonably believes that in doing so, it risks being in breach of the provisions set out above.
- e. As of January 2018, in line with current global banking restrictions, INTO OSU will not accept payments from the following countries/territories: Cuba, Iran, Syria, North Korea and the Crimean Peninsula.
- f. Payments made from a restricted country or territory will be blocked by INTO OSU's global banking partner. In such cases, the payment will be dealt with under the sanctions policy of the bank to which the payment was remitted.

21. Disclaimer

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

22. Equal Opportunities and Diversity

- a. Oregon State 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, we do not discriminate on the basis of age, color, disability, gender identity or expression, genetic information, 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.

23. Severability

- a. If any provision of these terms and conditions is held to be invalid, illegal, void, or unenforceable, then such provision shall be modified by the proper court or other authority to the extent necessary and possible to make such provision enforceable, and such modified provision and all other provisions of these terms and conditions shall be given effect separately from the provision or portion thereof determined to be invalid, illegal, void or unenforceable and shall not be affected thereby.

24. Governing Law and Jurisdiction

a. These terms and conditions shall be governed by and construed in accordance with the domestic laws of the State of Oregon, 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 Benton County, Oregon 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. Nothing in these terms and conditions is a waiver of any form of immunity by Oregon State University, including sovereign immunity and Eleventh Amendment immunity.

25. Ecampus and United States (US) Visa Regulations

a. Ecampus students are not allowed to travel to the US specifically for an Ecampus program at Oregon State University, unless they are a US citizen or Permanent Resident. Visa regulations do not allow for academic study while on a tourist or visitor visa. Students on a nonimmigrant visa inside of the US, or outside the US and who have an intent to enter the US for any period of time while enrolled in Ecampus classes must first contact the university who will assist the student in understanding options. Students who decide to study full time in the US may be required to get an F1 or J1 student visa.

26. Online Study in Country of Residence Outside of the U.S.

- a. Ecampus students are responsible for understanding and adhering to rules, regulations and recognition of courses and degrees in their country of residence as it relates to online international study.
- b. Ecampus students are responsible for understanding the rules, regulations, and recognition of courses and degree in countries which they may seek employment, licensure or certification, or further education.
- c. Ecampus students are responsible for ensuring they have access to resources required for successful participation in a Program. Examples of resources that are outside of Oregon State University control but are critical to success in a Program include familiarity with computers, internet access and email. It is recommended that students review required hardware and software for online classes.