

## **Santa Clara University School of Law - Exchange Program Abroad Application Instructions**

- Read through the [Exchange Program Abroad Rules and Requirements](#).
- Submit [Notice of Intent](#) to the Center for Global Law & Policy (located in Bannan Hall, Suite 301).
- Get approval signature on the [Exchange Program Application Form](#) from the Center for Global Law & Policy (located in Bannan Hall, Suite 301).
- Turn in the completed [Exchange Program Application Form](#) & [Memorandum of Understanding](#) to Student Services (located in Bannan Hall, Suite 210).
- Turn in the [Informed Consent Form](#) and a copy of your passport to the Center for Global Law & Policy.

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Please e-mail [cglp@scu.edu](mailto:cglp@scu.edu) or stop by Bannan Hall, Suite 301 if you have any questions.

## **Exchange Program Abroad Rules and Requirements**

These rules apply to Santa Clara law students who wish to study abroad for a semester. This program enables a limited number of Santa Clara law qualifying students to take a semester of law studies abroad at one of the selected universities with which the School of Law has a reciprocal agreement.

The following rules govern the student-exchange programs available worldwide. All references to “the administrator” refer to the Managing Director of the Center for Global Law and Policy.

### **1. Eligibility to study abroad for a semester**

Subject to the application and approval process described below, students who have successfully completed three semesters of full-time law studies (or the equivalent amount and type of part-time law studies), with a cumulative GPA of at least 3.30 and no grade lower than a C+ in any course, are eligible to earn academic credit toward the J.D. degree for approved studies at a foreign law school participating in the exchange program.

Before applying to attend a designated foreign school, students enrolled in or contemplating enrollment in the SCU joint J.D./MBA degree program should consult with the relevant faculty advisor to determine whether or to what extent credit earned at a foreign school would count toward the joint degree .

### **2. Application requirements and deadlines**

Eligible students who wish to earn academic credit for studies at a designated foreign law school shall formulate a plan of foreign study that

- a. Identifies the foreign school and either the specific courses or the general type of courses in which the student wishes to enroll;
- b. Reflects consultation with the administrator and with a representative of the foreign school concerning the school's requirements and enrollment timetable;
- c. Reflects consultation with the senior assistant dean for student services concerning the satisfaction of residency requirements, the possibility of obtaining honors at graduation, or other matters that the assistant dean believes appropriate;
- d. Reflects consultation with appropriate persons concerning the scope and availability of any financial aid that may be necessary to fund the studies abroad;
- e. Reflects consultation with appropriate faculty concerning the extent to which foreign study may be counted toward the requirements of any specialty certificate the student wishes to obtain;

The student shall then complete an application form available from the Center for Global Law & Policy that --

- a. Describes the student's plan
- b. Identifies the student's relevant foreign-language proficiency, if required
- c. Describes the relationship between the program of foreign study and the student's academic interests or career objectives
- d. Discusses any other matters bearing on the educational value of the foreign study for the student.

Thereafter, the administrator shall review the application, together with the student's law school transcript, and determine whether to approve the application.

The application must be submitted by July 15th for proposed foreign study during the ensuing spring semester, or by February 15th for proposed foreign study during the ensuing fall semester.

The administrator shall base approval or disapproval of the application on assessment of

- a. The student's law school academic record and co-curricular activities
- b. The SCU law classes, if any, in which the student intends to enroll upon return
- c. The nature and number of the classes at the foreign law school in which the student intends to enroll
- d. The relationship between the classes at the foreign school and the student's demonstrated interests or career objectives
- e. Any other factors the administrator deems reasonably appropriate in evaluating the suitability of the foreign study

The administrator may place appropriate conditions on the foreign study, such as requiring or precluding enrollment in particular classes at the foreign law school or thereafter at SCU.

Because approval by the administrator is not automatic, students should not make binding financial or other commitments (e.g., purchase of non-refundable airline tickets) prior to approval by the administrator.

### **3.Length of study**

Except in cases approved by the administrator for good cause shown, SCU law students may attend a foreign law school for only one semester or for a roughly comparable academic period

### **4.Credit and grades**

An SCU law student shall earn up to 12 units of academic credit, receiving a grade of "credit" or "CR" upon successful completion of all classes in a program of study at a foreign law school that has been approved by the administrator. Successful completion shall be (a) measured by the standards generally applied by the foreign school to its own students and (b) verified through appropriate documents transmitted directly to the SCU

Law Records Office by the appropriate officials of the foreign school. If the SCU law student does not successfully complete the entire program of study, the grade of NC will be entered for 12 units of academic credit, unless the administrator determines upon appropriate student petition to award a grade of CR for at least some units.

The foreign law school shall determine the amount and nature of academic credit for classes taken at the SCU law school by students from the foreign school. Foreign law students shall be evaluated by the SCU law school faculty through the same mechanisms as used for other students enrolled in the same class (e.g., exam, paper, participation); however, faculty shall evaluate and grade the foreign student's work separately from the work of other students, taking appropriate account of the foreign student's language ability and educational background. Grades received by foreign law students in a course subject to the mandatory grade curve shall not be counted in any part of the curve.

### **5. Tuition and other expenses**

For approved studies at a foreign law school, SCU law students shall pay tuition to SCU for 12 units, in accordance with the per-unit tuition charges of the SCU School of Law, for the period of their attendance at the foreign school. Students are not charged tuition for their work abroad by the receiving institution, but they are responsible for all other costs associated with study abroad, including books and supplies, room and board, transportation, and incidental expenses.

**NOTICE OF INTENT  
TO STUDY ABROAD AS AN EXCHANGE STUDENT**

**SANTA CLARA UNIVERSITY SCHOOL OF LAW**

Due:

**February 1<sup>st</sup>** for the following Summer or Fall Semester  
**July 1<sup>st</sup>** for the following Spring Semester

Name (please print): \_\_\_\_\_

Email Address: \_\_\_\_\_

Current Mailing Address: \_\_\_\_\_

Current Telephone Number: \_\_\_\_\_

Expected Month/Year of Graduation: \_\_\_\_\_

Program(s) of Interest:

1<sup>st</sup> Choice \_\_\_\_\_

2<sup>nd</sup> Choice \_\_\_\_\_

Intended Study Abroad Period (please choose ONE):

Summer, 20\_\_\_\_\_

OR Fall Semester, 20\_\_\_\_\_

OR Spring Semester, 20\_\_\_\_\_

I intend to submit an Application to study abroad as an exchange student in the summer/semester indicated above. I understand that the Application, which I will obtain from the Center for Global Law & Policy, is due **February 15<sup>th</sup>** for the following Summer or Fall Semester and **July 15<sup>th</sup>** for the following Spring Semester.

I will meet with Student Services to ensure that my GPA and graduation requirements are met should I choose to study abroad as an exchange student. I will also meet with the Managing Director of the Center for Global Law & Policy to discuss my options and criteria for study abroad.

\_\_\_\_\_  
Signature

\_\_\_\_\_, 20\_\_\_\_\_  
Date

# SANTA CLARA UNIVERSITY SCHOOL OF LAW EXCHANGE PROGRAM APPLICATION

Information about the exchange program is available from the Center for Global Law & Policy. Approval by the administration is not automatic, therefore students are advised not to make binding financial or other commitments prior to approval by the administration.

Students must receive approval from an advisor at CGLP and turn this form in to the Law Student Services Office with the Add/Drop form.

Name		Campus ID	
Email		Phone	
Entry Semester		Date	

- |   |  |
|---|--|
| 1. Students must have successfully completed 3 semesters of full-time law studies or the equivalent. Please initial at right to indicate you have met this requirement.   |  |
| 2. Students must have a cumulative GPA of "B" (3.3) and no grade lower than a "C+" in any course. Please initial at right to indicate you have met this requirement.  |  |
| 3. Students must consult with the foreign school representative concerning timetables and requirements for enrollment. Please initial at right to indicate you have done so.  |  |
| 4. Students must consult with the Assistant Registrar for Academic Records regarding pending graduation requirements and obtain her initials at right.  |  |
| 5. JD/MBA and JD/MSIS students must consult with the program director and must have the director initial at right.  |  |
| 6. Students pursuing a specialty certificate must consult with the program director concerning applicable courses and must have the director initial at right.  |  |
| 7. Students must consult with the financial aid office concerning availability and requirements for aid to fund the exchange. Please initial at right to indicate you have done so or that financial aid is not required. |  |
| 8. Students must complete check their degree audit for pending degree requirements, complete the Graduation Self Review, and sign the Memorandum of Understanding – Exchange Program.                                     |  |

Which program are you applying for?	
<p>List the approved courses, number of units, and conversion to SCU units.</p> <p>The units earned as a visiting student will be transferred to this School of Law provided the grade earned in each course is the equivalent of a grade of 'C' or better at Santa Clara University. The number of units and courses must be approved by the Center for Global Law and Policy. The letter grades earned <u>will not be transferred</u> and the grades earned will not affect your grade point average at this School of Law. All courses must be taken for a letter grade. Units earned overseas may not be equivalent to the same number of units at Santa Clara. As stated in the School of Law Student Handbook, students may not enroll in clinics, internships, or other skills courses offered only on a Credit/No Credit basis. All required courses must be taken at Santa Clara University School of Law.</p>	<p><b>OFFICIAL USE ONLY</b></p> <p>Total number of courses approved = ____</p> <p>Total number of units approved = ____</p> <p>Equivalent in SCU units = ____</p> <p>CGLP Advisor's initials: _____</p>
List any foreign languages that you speak and describe your proficiency.	
List your co-curricular activities at SCU	

Please attach a statement that describes the relationship between the program of foreign study and your academic interests or career objectives and discuss any other matter bearing on the educational value of the foreign study.

Signature		Date	
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**SANTA CLARA UNIVERSITY SCHOOL OF LAW**  
**MEMORANDUM OF UNDERSTANDING – EXCHANGE PROGRAM**

The units earned as a visiting student at an approved foreign law school will be transferred to Santa Clara University School of Law provided the grade earned in each course is the equivalent of a grade of ‘C’ or better at Santa Clara University.

Students must receive approval for the number of units and courses in which they wish to enroll. Units earned overseas may not be equivalent to the same number of units at SCU Law. All courses must be taken for a letter grade. The letter grades earned will not be transferred and the grades earned will not affect the grade point average at SCU Law.

As stated in the School of Law Student Bulletin, students may not enroll in clinics, internships, or other skills courses offered only on a Credit/No Credit basis. All required courses must be taken at Santa Clara University School of Law.

At the conclusion of the exchange, students must request an official transcript to be sent to Santa Clara University School of Law. A hard-copy official transcript must be sent directly from the institution. No other document will be accepted. Transfer credit will not be processed in the absence of an official transcript.

Students visiting at a foreign institution in their final semester should be aware that official transcripts may not be available in time to certify students to take the next State Bar examination. It is the student’s responsibility to check on applicable deadlines.

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By signing this form, I declare that I have checked my degree audit for pending graduation requirements and completed the Graduation Self Review. I understand that I am responsible for abiding by the rules that govern the Exchange Program.

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Signature

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Date

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Print Name

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Campus ID Number

*White Copy – Student File*

*Yellow Copy - Student*



## INFORMED CONSENT AND PARTICIPANT AGREEMENT

The below signed Participant hereby acknowledges and agrees that he/she has decided voluntarily to participate in the University Activity listed below.

“University” is defined as Santa Clara University and the Santa Clara University School of Law.

“University Activity” is defined as any event, travel, or related activity which incorporates the participation of students in the following exchange program abroad, including internship and researched related thereto, sponsored by University:

- Program Name: Exchange Program Abroad
- Location(s): \_\_\_\_\_ ;
- Program Dates: \_\_\_\_\_ .

“Participant” includes the student and any accompanying persons, including spouse, partner, or others.

In consideration for the opportunity to participate in the above-identified University Activity, and for other good and valuable consideration, the receipt and sufficiency is acknowledged, Participant agrees as follows:

1. Informed Consent. Participant understands and acknowledges that he/she has been informed, and is confident that he/she understands the various aspects of this University Activity, including, but not limited to, the arrangements for finances, travel, lodging, itinerary, and logistics.

Participant further understands and acknowledges that despite careful planning and supervision, serious injuries might occur during this University Activity. Participant understands and acknowledges that there are risks involved in the University Activity, including but not limited to: fatal or serious injury; property damage or loss; severe social and/or economic loss as a consequence of not only Participant’s own actions, inactions, or negligence, but as a consequence of the actions, inactions, or negligence of others, weather conditions, conditions of facilities, acts of nature, acts of terrorism, disease, language barriers, or differing social cultures and laws. There also may be other risks not known to or foreseen by Participant or University.



2. Acceptance of Risk and Release of Liability. Participant accepts full responsibility for the foregoing risks, including without limitation, risks of injury, permanent disability, or death. In consideration of the opportunity to participate in the University Activity, Participant individually and on behalf of Participant's heirs, successors, assigns and personal representatives hereby releases and forever discharges the University, employees, agents, officers, trustees and representatives (in their official and individual capacities) ("University Agents") from all Liability defined herein arising out of or in connection with Participant's participation in the University Activity. For purposes of this Agreement, "Liability" means all claims, demands, causes of action, suits, or judgments of any kind (including court costs and attorney's fees) that Participant, his/her heirs, successors, assigns and personal representatives, or any other person or entity may have against University because of Participant's death, personal injury, illness, or for loss arising, even if such claim arises out of the sole negligence or willful misconduct of University.

3. Waiver and Indemnification. Participant individually and on behalf of Participant's heirs, successors, assigns and personal representatives agrees not to sue University and to defend and hold harmless University and its employees, agents, officers, trustees and representatives (in their official and individual capacities) from any and all liability, loss, damage or expense, including attorneys fees, that they or any of them incur or sustain as a result of any claims, demands, actions, causes of action, damages, judgments, costs or expenses, including attorneys fees, which arise out of, occur during, or are in any way connected with Participant's participation in the University Activity, including all travel incident thereto.

4. Participant Agreement. Participant understands and agrees that all University policies stated in the Santa Clara University School of Law Bulletin & Handbook (substantially as found online at <http://www.scu.edu/bulletin/law>) extend to the University Activity, including, without limitation, any eligibility to participate, student conduct, and alcoholic beverage policies. Participant hereby further agrees: not to use any drug or controlled substance; and to consume alcohol responsibly and in compliance with all laws, regulations during or in relation to University Activity, including laws of the University Activity location.

Participant agrees to accept all rules and requirements of University Activity and to follow instructions when given by a University or University Activity personnel. Participant acknowledges that as an adult, Participant is responsible for his/her actions and cannot expect twenty-four hour supervision by University Activity personnel. Participant further grants the right to University or any University Activity personnel to terminate Participant's participation in University Activity if it is determined that Participant's conduct is in violation of any provision of this Agreement, or otherwise is detrimental to the best interest of University or University Activity, or to any other participants in University Activity. In the event that Participant's participation in University Activity is terminated under this Section 4, Participant agrees to immediately return home at Participant's sole expense.

5. Medical Insurance. Participant hereby confirms that he/she is covered by medical insurance that will pay for and is sufficient to receive medical services in the location of

University Activity, and throughout all areas in which Participant is traveling in connection with University Activity. Participant certifies that Participant has confirmed that Participant's health insurance policy will adequately cover Participant while outside the United States. Participant hereby releases and discharges the University of all responsibility and liability for any injuries, illness, medical bills, charges or similar expenses incurred while abroad or traveling to or from the University Activity.

6. Disclosure. Accommodations for disabilities may be more difficult to arrange in international settings. Consequently, with respect to any accommodations for which University may be responsible under the American's with Disabilities Act, or related state or federal law, Participant must notify University at least one month prior to the scheduled beginning of the program and submit supporting documentation. Participant agrees that University shall be relieved of any liability related to such accommodations in the event that Participant fails to provide such information as required under this Section 6.

7. Documents and Information. Participant agrees to provide to University all requested documentation prior to participation in University Activity. Documentation may include, but is not limited to, copies of passports, Emergency Information Forms, Driver's Agreement Forms, and the like.

8. Governing Law. This Agreement shall be constructed in accordance with the laws of the State of California, USA without reference to its conflict of laws. If any portion hereof is held invalid, the balance hereof shall, notwithstanding, continue in full legal force and effect.

9. Still and Motion Photography. Participant grants permission to Santa Clara University to use still or motion photography obtained of participant and/or created by participant during activity, for use on the SCU website and for other educational and noncommercial uses. Participant relinquishes any right to examine or approve any use, publication, modification, exhibition or other exploitation of the Materials and waives, to the extent possible, any claim that any such use constitutes a violation of any "moral rights." [o SCU shall not intentionally mutilate or distort my image or voice by speeding up, slowing down, "morphing," reversing sequence, collaging or otherwise altering my image or voice in a disparaging manner that distorts the fundamental character of my image or voice in the Materials.]

10. Financial Responsibility. Terms and Conditions: Participant assumes responsibility for all costs incurred as a result of enrollment at Santa Clara University. It is the participant's responsibility to be aware of his/her account balance and financial aid information, and maintain current valid address information at all times to ensure receipt of all University correspondence in a timely manner.

Late Payments: Please note the following policies regarding late payments and delinquent accounts: Accounts remaining unpaid by each month's payment deadline are subject to a late payment fee. Loan funds or any other sources of financial aid not reflecting on the Participant's account by the payment deadline are also subject to late fees. All accounts must be paid in full in order for Participant to enroll in succeeding terms or to

receive copies of certificates, diplomas, and transcripts. The University reserves the right to recover all costs related to the collection of delinquent accounts. In addition, delinquent accounts will accrue interest at the maximum legal rate once placed in a collection status. The University reserves the right to cancel the registration of Participant if a balance due from a previous term remains unpaid by the initial payment deadline of a subsequent term.

Tuition Insurance Protection: Participant may protect himself/herself against financial loss due to an unexpected withdrawal from the University for medical reasons by purchasing tuition insurance coverage. The University has identified an insurance company, Dewar, Inc., to provide an optional tuition insurance protection plan. This plan is designed to protect from loss of funds paid for tuition should it be necessary to withdraw completely from the University during the term for medical reasons. Information on the tuition insurance plan is available from the Bursar's Office and on its Web site.

I HAVE READ THIS AGREEMENT AND UNDERSTAND ITS TERMS AND CONDITIONS, AND I AGREE TO ALL FINANCIAL RESPONSIBILITY ASSOCIATED WITH MY ENROLLMENT AT SANTA CLARA UNIVERSITY. I EXECUTE THIS AGREEMENT VOLUNTARILY WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

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Participant's Printed Name

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Signature

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Date

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SCU Student: SCU ID  
Non-SCU Student: SSN