

Note: All accepted participants **MUST** sign and return a copy of the CCE Terms and Conditions Form below. For questions, please call CCE Consultation Customer Service number 9—6 (PST): 1-415-434-1688, or nation-wide toll free hotline: 1-877-434-1688

RELEASE & AGREEMENT FOR CCE INTERNSHIP-IN-CHINA PROJECT

Agreement

The following agreement is designed to protect all participating in CCE Internship –In-China Project, including students, non-students and faculty members. You, as an Internship in China Project participant, must sign at the end of this form to indicate agreement and permission to participate.

I _____(participant’s full legal name) enter into this agreement with CCE, which is headquartered at 210 Post Street, Suite 912-----911, San Francisco, CA 94108 with the following mutual agreement:

Name of Company: Cross Culture Exchange Corporation (CCE as a short form)

Project Title: Internship In China

Date of this Agreement: _____(mm)_____ (dd)_____ (yyyy)

Terms and Conditions

(1) Standards of Conduct for Participants in Internship In China.

- a. Persons admitted to the Intern In China Program are required to comply with CCE rules and regulations as well as those of the host companies / institutions and organizations.
- b. Interns in the program are expected to show respect for the host country customs and regulations, to show maturity and reasonable behavior in public and private.
- c. Each participant is required to assume full responsibility for his or her own behavior and conduct and for careful use of facilities of the host company made available and /or entrusted to him or her.
- d. The use of drugs or prohibited chemical substances will not be tolerated under any circumstances.
- e. No participant should attempt to smuggle or purchase or use any offensive weapons during his / her stay in the host country.
- f. While in the host country, participants should abide by the host country laws and regulations. It is the responsibility of each participant to know and comply with the host country laws and regulations. In this instance the laws and regulations of the People’s Republic of China.
- g. It is the responsibility of all participants to have the valid and necessary travel documents need for travel overseas.
- h. To assume responsibility and potential liability in all matters, in particular in matters of compliance with regulations concerning the consumption of alcoholic beverages; and further, to help prevent any abuse or excesses stemming from the use of alcoholic beverages.

- i. It is understood and agreed that should a participant elect to remain overseas at the location of the Internship Programs or else where after participation in the Internship Programs, CCE and hosting companies and institutions / organizations will cease to act as sponsors of the participant.
- j. CCE reserves the right to dismiss from the Internship In China Programs if any participant whose conduct or continued presence interferes with or threatens to interfere with the rights or well-being of the participant, the community of the host institutions and organizations, or any other persons.
- k. Once on the Program, this decision may be made by CCE Headquarters or by the CCE China Office, in appropriate cases including consultation with the hosting company / institution / organization. A CCE representative will attempt to notify the participants' parents or legal guardians, and a staff member may assist in arranging the participants immediate return to the United States or Canada. Any additional transportation expenses incurred as a result of early departure are the responsibility of the participant. Any participant thus dismissed immediately ceases to be a participant in the Programs he or she was previously enrolled in and loses all benefits and forfeits any academic credit and any fees paid.

(2) Program Changes or Termination made by CCE.

- a. I understand that CCE reserves the right to make cancellations, changes or substitutions in cases of emergency, low enrollment, changed conditions or in the interest of the group.
- b. Should CCE cancel the Internship In China Program, full refund of all payments will be made unless the cancellation is due to political, natural, technological, or other catastrophes beyond its control in which case CCE will be able to refund only uncommitted and/or recoverable funds.
- c. CCE will endeavor to adhere to all arrangements made but nevertheless reserves the right to cancel or alter any parts of the Internship In China Program should unforeseen circumstances make this advisable.

(3) Terms and Conditions of Internship In China Placement

- a. In the event that CCE has provided the candidate with one out of his/her three internship preferences as indicated and signed by the candidate on their 'Confirmation of Acceptance' form and the candidate after commencement of the internship wants to change to another internship field or industry outside of his/her previous preferences then no reassignment to a new or one of their other internship preferences will be mad

(4) Current Internship Withdrawal and Reassignment to a New Host Company.

CCE will facilitate the reassignment of a participant in a new internship only in the following cases:

- a. In the event of a substantiated complaint relating to treatment or a broken contract being upheld (by the CCE complaints procedure) against the hosting company.
- b. In the event that all mediation efforts by CCE representatives have failed to resolve the candidate's complaints.
- c. In the event that the hosting company has treated the candidate in an inappropriate manner.

SPECIAL NOTE: CCE will not facilitate the reassignment of a participant in a new internship in the following cases:

- a. In the event the candidate has broken the laws of the People's Republic of China.
- b. In the event that the candidate has a personal complaint against an individual at the host company / institution / organization.
- c. In the event that the candidate has abused his position at the host company.

- d. In the event that the candidate has broken the host company's regulations or contract of internship.
- e. In the event that the candidate's behavior is deemed to have been irresponsible or inappropriate.
- f. In the event that CCE has provided the candidate with one out of his/her three internship preferences as indicated and signed by the candidate on their 'Confirmation of Acceptance' form and the candidate after commencement of the internship wants to change to another host company outside of his/her previous preferences then no reassignment is made.

(5) Complete Withdrawal from an Internship In China Placement by Participant

- a. If a candidate withdraws from an Internship for whatever reason before completion of the agreed term the candidate is liable for all costs incurred by CCE and the host company during the duration of the agreed internship.

(6) Insurance Coverage.

- a. I understand that CCE requires that all participants be covered by appropriate medical insurance and that all participants be financially responsible for such expenses.
- b. I agree to provide CCE information regarding my insurance coverage and how that insurance coverage applies abroad, including a copy of the policy and policy number for information purposes only. Participants are recommended to insure their personal property from loss of theft.

(7) Medical Treatment.

- a. I understand that while I am in China for my internship, an emergency situation may develop which necessitates medical care, hospitalization, or surgery. Where possible, the CCE representative and/or host company will contact my parents, guardians or next of kin prior to such treatment.
- b. I understand that all medical treatment shall be solely at my expense.

(8) CCE Policy of Cancellation and Refund. Refund of Deposit:

- a. All participants who have already paid their deposit and wish to withdraw from Internship In China program for 'whatever reason', he/she will be refunded US\$150 of the total deposit amount paid.

Refund of Final Payment BEFORE the Scheduled Starting Date

- a. If a participant wishes to withdraw Internship for 'whatever reason' he/she will be refunded all recoverable costs. A withdrawal fee of 20% of the total program cost will be charged. If a participant wishes to withdraw from a part of the Internship In China Arrangement, he/she will be refunded the recoverable costs. A withdrawal fee of 20% of the particular part of the program will be charged.

Refund of Final Payment AFTER Designated Internship In China Start Date

- a. If a participant wishes to withdraw after the commencement date for 'whatever reason' he/she will NOT be eligible for ANY Refund.

(9) Complete Withdrawal from the Internship Program after Commencement Date.

- a. If a participant cancels out of a program, he or she must notify CCE in writing. The indemnification obligation described in this paragraph also shall include any legal fees and expenses incurred in connection with any claim or debt.
- b. Participant agrees to pay for all costs arising out of his/her voluntary or involuntary withdrawal from the Intern In China Program prior to its completion for whatever reason, including withdrawal caused by illness or disciplinary action, as set forth above.
- c. Once formally accepted into the program, any financial obligations or deposits made by CCE, on behalf of or for the benefit of the participant, will be the responsibility of the

participant if they voluntarily or involuntarily withdrew from the Internship Program.

d. Participant agrees to abide by the terms of the financial obligation, refund, withdrawal and cancellation policies set forth by CCE and agrees that participant (including his/her parents, guardians or next of kin) shall not assert claims for or hold CCE, its employees, or representatives responsible for any cost or losses resulting from such events.

(10) Financial Obligations.

a. Participants (and parents, guardians or next of kin, if applicable) agree to discharge all indebtedness or obligations to CCE before the conclusion of the Internship In China Program, or at any other specified date according to any other written and signed arrangements made with CCE and host companies / institutions / organizations on an individual basis. The undersigned hereby assume(s), jointly and severally, full responsibility for and agree(s) to indemnify and hold harmless CCE, their employees and /or representatives (including any host organizations in the host country) from and against any and all claims for loss, damage or injury to person or property sustained by the participant or any other person or organization, by whatever cause (including any act or omission, negligent or otherwise, on the part of any person or organization) arising out of or relating to the participants participation in the Internship In China Program.

b. In furtherance and not limitation of the foregoing, the undersigned agree(s) to reimburse, indemnify and hold harmless CCE and its employees/ representatives, the host institutions / organizations against any bills, fines, returned unpaid checks or any financial claims or penalties relating to the participants enrollment in the Internship In China Program that may be submitted to CCE following the participants departure from the host country of the Internship.

(11) Authority of Internship In China Program Representative.

a. I recognize that the **Internship In China Program Representative** of CCE as the designated authority in matters pertaining to my compliance with the norms of prudence and the laws of the United States and the host country.

b. I recognize their authority to dismiss me from the Internship In China program if I use illegal drugs and/or excessive alcohol, or if I engage in conduct, which in their opinion, may endanger myself or others and/or is detrimental to the program. I forfeit my right to participate further in the program and agree to return to the United States / Canada if so instructed.

(12) Force Majeure.

a. CCE and their employees / representatives, will not be responsible for any delay or failure in performance resulting from any cause beyond their control, including without limitation: war, strikes or labor disputes, civil disturbances, fires, natural disasters, and Acts of God.

(13) Assignment of rights & Obligations

a. Neither party shall assign or otherwise transfer its rights or delegate its obligations under this Agreement without both parties prior written consent. Any attempted assignment, transfer or delegation without such consent shall be void.

(14) Waiver.

a. The failure of a party to enforce any provision of this Agreement shall not be deemed to be a waiver of such right.

(15) Severability.

a. Any provision of this Agreement which is prohibited by, or unlawful or unenforceable under, California law, shall be ineffective only to the extent of such prohibition, without

invalidating the remaining provisions of this Agreement.

(16) Choice of Law and Forum.

a. This Agreement shall be construed, governed and interpreted pursuant to the laws of the State of California. All disputes arising under this Agreement shall be brought before a proper state or federal court in the State of California

(17) Entire Understanding.

a. This Agreement expresses the entire understanding and all agreement of the parties. Neither party has made or shall be bound by any agreement or representation to the other party which has not expressly set forth herein.

(18) General Release.

a. I understand that participation in the CCE Internship In China Program is entirely voluntary and that any program of travel involves some element of risk.

b. I understand that I will assume the risk in recognition and appreciation of the dangers, hazards, and risks of conducting my Internship abroad, which dangers include but are not limited to transportation delays and accidents; inadequate housing; foreign laws that are more rigidly enforced than in the United States; contracting serious or deadly indigenous diseases such as Hepatitis A, Hepatitis B, Typhoid Fever, HIV and AIDS, Malaria and Yellow Fever; being a victim during a civil disorder or terrorist attack; natural disasters such as earthquakes, which could include serious or even mortal injuries and property damage.

c. Further, I understand CCE may have minimal influence to intercede in my behalf in the event that I violate the law of the People's Republic of China.

d. I agree that in partial consideration of CCE sponsoring this activity and permitting the participant to participate, I (including my parents guardians or next of kin) will not attempt to hold CCE, its officers, employees, or representatives liable in damages for any injury, death, or loss to person or property sustained by me while participating in or arising out of any travel or activity conducted by or under the auspices of CCE and host companies / institutions / organizations.

By signing this form, you also agree, for yourself, your heirs and assigns, to release and hold harmless CCE, its officers, employees, and representatives from any legal claim or liability for any injury and personal property damage that is caused to you by the negligent act or omission of CCE, its officers, employees and representatives while you are participating in the Internship In China Program.

Confirmation of Understanding

I / we confirm that I / we have read and understood these terms and conditions and agree to be bound by them. I hereby apply for admission to CCE Internship-In-China Program for the period starting approximately _____(mm)_____ (yyyy) and ending approximately _____(mm)_____ (yyyy) . I / we agree to accept the supervision and authority of CCE throughout my association with the Internship Program, and to conform to the group regulations, Laws of the People's Republic of China and to conduct myself as a responsible representative of my college / university and my country.

Participant Signature and Date:

Print of the legal full name here: _____

Parents, Legal Guardians or Next of Kin Signature (If under 18 years of age) and

Date: _____

Relationship to the applicant:

Please print name & address of the above signed parents or legal guardian below:

_____/_____/_____/_____

Title / First Name / Middle Name Initial / Last Name

Address: _____

Telephone Number: _____

Cell Phone Number _____