

**Marine and Coastal Ecology Research Center**  
**Student Agreement**

Student and Program Information:

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Program & Dates:** Protected Species Observer Certification Class – May 20-27, 2020 \_\_\_\_\_

I, the above named Student, agree that by taking part in the above Program I am participating in educational activities provided by the Marine & Coastal Ecology Research Center (MCERC). I acknowledge that MCERC has committed considerable time and resources so that I and fellow students can enhance our educational experience through this Program. I also acknowledge that my participation and conduct during the Program impacts the activities of MCERC and the educational opportunities of other students.

A. Tuition.

1. The tuition for the Program is \$200USD, payable in full upon enrollment.
2. This Agreement is neither a divisible nor a fractional contract. No portion of tuition paid will be refunded or cancelled in the event of absence, withdrawal for any reason whatsoever, or expulsion from the Program by MCERC for violation of this Student Agreement, the Code of Conduct, or failure to participate.

B. Prerequisites Required For Participation.

1. I am required to provide proof of prerequisites including;  

Proof of a bachelor's degree in marine biology or a related field. Determination of acceptable prerequisites are at the sole discretion of the director of MCERC.
2. I agree to provide evidence of prerequisites upon request.
3. Failure to provide proof of prerequisites upon request may result in withdrawal from the course at the discretion of director of MCERC, or by the instructor for this course with approval from the director.
4. Exceptions to prerequisites may be made at the sole discretion of the director of MCERC. Request for exceptions must be made in writing by the Student, to the director of MCERC, prior to enrollment in the Program.

C. Withdrawal and Expulsion.

1. I may withdraw at any time prior to or during the Program by providing written or verbal notice to MCERC faculty.

2. MCERC, in its sole discretion, may expel me from the Program if fail to participate in the Program, or violate any terms or conditions of this Student Agreement or MCERC's Code of Conduct (attached at Appendix A).

2. Failure to participate in the Program includes:

a. **Absence.** I acknowledge that due to the short duration of the Program, any absence may not only affect my own educational or research experience, but that of others. Absence may be excused in case of emergency or illness, at the discretion of MCERC faculty or its Director. However, any unexcused absence, or excused absence deemed by MCERC faculty or its Director to adversely affect the operations of the Program or the educational experience of other participants may result in expulsion. I will inform MCERC faculty of the reason for and expected duration of any absence at the earliest possible opportunity.

b. **Tardiness.** I acknowledge that many of MCERC's educational activities, including but not limited to transportation to field sites or events, affect educational opportunities for others, and that some activities may be particularly time-sensitive. If I am not prepared and present at the scheduled time for activities such activities or transportation may occur in a timely fashion without me. If my tardiness results in unexcused absence or is deemed by MCERC at the sole discretion of its faculty or Director to be excessive and disruptive to the operations of the Program or the educational experience of other participants, it may result in expulsion.

3. Certification of completion of a Program for credit at an educational institution will not be granted if I withdraw or am expelled.

4. I am solely responsible for any and all expenses, including but not limited to costs of lodging or travel, incurred as a result of expulsion from the Program.

D. Waiver of Liability.

1. I acknowledge, understand, and agree that the risk of injury from the activities of this Program, including but not limited to travel, hiking, climbing stairs, carrying equipment, boating, snorkeling, and diving, is significant, including the potential for permanent disability and death. While particular safety practices and personal discipline will minimize the risk, risk of serious injury can not be avoided without changing the nature of the Program. I KNOWINGLY AND FREELY ASSUME ALL RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE of those persons released from liability below, and assume full responsibility for my participation.

a. I understand that participation in such activities require physical

exertion. I take responsibility for assuring that I am capable of participating in these activities, and release MCERC and all its board, staff, interns, technical personnel, agents, and fellow participants from responsibility for injury related to these activities.

b. I understand that these risks and dangers may be caused by other participants, accidents, forces of nature, or other causes. They may arise from foreseeable or unforeseeable causes including, but not limited to, entering, exiting and operating watercraft, dangerous water conditions, entrapment, injury from slips and falls, temperature and weather extremes, animal behavior, selection of trail or water route, weather conditions, risks of falling, and such other risks, hazards and dangers that are integral to activities that take place in a wilderness, outdoor and indoor research environment. I agree that if I observe any unusual or unnecessary hazards during my participation, I will immediately bring such hazards to the attention of MCERC.

c. I acknowledge that Program activities may take place in remote places, significantly delaying emergency medical care. I further acknowledge that I am fully responsible for the cost of all medical and health services and/or evacuation I may require as the result of personal accident, illness, or injury unless covered by such public services as the U.S. Coast Guard search and rescue response.

d. I understand that MCERC has made no effort to determine, and accepts no responsibility for determining, my medical, physical or other qualifications to participate in the Program.

e. I understand that consumption of even small quantities of alcohol, legal or illegal recreational substances, or certain medications will impair judgment and reduce my ability, or the ability of others, to effectively manage the risks of participating in the Program. I understand that consumption of alcohol, controlled substances, or recreational drugs while participating in MCERC programs is prohibited.

2. I, for myself and on behalf of my heirs, assigns, and personal representatives, **HEREBY RELEASE AND HOLD HARMLESS MCERC, its officers, board, employees, agents, lessors, and servants WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to personal property, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEE OR OTHERWISE, except that which is caused by wilful and wanton misconduct.**

3. I agree not to institute any suit or cause of action against MCERC, its officers, board, employees, agents, lessors, and servants, nor in any way assist in the pursuit of any claim brought by my heirs, assigns, or personal representatives due to injury to me or my property arising from the Program activities contemplated herein.

4. I will indemnify, save and hold harmless MCERC, its officers, board, employees, agents, lessors, and servants, from any and all losses, claims, actions, or proceedings of every kind which may be initiated by any other persons or organizations and which arise directly or indirectly from my actions while engaged in the Program activities.

E. Proprietary Data.

1. I understand that by taking part in the above research Program I will have access to Proprietary Data, which is defined as all data gathered during the Program, information I may conceive or participate in developing either solely or jointly with others during or as a result of the Program, and any information gathered or developed through the use of MCERC facilities or equipment. I agree that all Proprietary Data, and any patent or copyright which may in any way be based upon Proprietary Data, is the property of MCERC and its designated Principal Investigator.

2. I will not copy any Proprietary Data, files, documents, photographs, video, or audio without express written consent of MCERC. This includes posting any such material related to the Program on the Internet, including on sites for the purpose of social networking.

3. I will not directly or indirectly provide, through any means, Proprietary Data or information relating to MCERC's products, programs, software, systems, inventions, ideas, processes, or research, including without limitation, drawings, software code, system sketches, photographs, videos, acoustic files, layouts, formulae, specifications, reports, and other written manufacturing, technical or scientific information, to any party without specific written authorization by MCERC's director.

F. Photography, Video, and Audio Recording.

1. The taking of photographs during this Program

~~is not~~ limited by MCERC under this paragraph F(1).

**is limited** by MCERC under this paragraph F(1). I agree to abide by the following restrictions:

a. I agree not to take any photos my mobile phone camera or personal computer camera for any purpose.

b. Physical media and rights to all images, video, and audio mentioned herein, and all derivative works, are owned by MCERC. I agree that I have no further right to any consideration or accounting. I will make no claim for any reason against MCERC, its agents, or assigns.

2. I understand that during the Program my appearance and voice may be recorded in images, video, or audio recorded by staff or agents of MCERC or recorded by and provided to MCERC by other Program participants, including but not limited to fellow students, using any mechanical or electrical means. I hereby authorize MCERC, its agents, and assigns to use such recordings for any purpose (except pornographic, defamatory, libelous, or otherwise unlawful), which may include, but is not limited to, scientific papers, presentations, advertising, promotion, marketing, and packaging for any product or service. These images may be used in whole or in part, combined with other images, sound, text, or graphics, and edited or modified. Use of such images, video, or audio is unrestricted as to location, quantity, or frequency, and may be used in

any medium whatsoever, whether foreseen or unforeseen at this time. I waive the right to approve any finished product, copy, or other matter that may be used in connection herewith. I consent to the use of my name to accompany my image or voice. Rights to such images, video, and audio, and all derivative works, are owned by MCERC. I agree that I have no further right to any consideration or accounting. I will make no claim for any reason against MCERC, its, agents, or assigns.

3. I agree not to publish or post any images, video, or audio recordings of MCERC research or educational activities on any publicly viewable platform or forum, including in written publications or in online social media (including but not limited to Facebook, Instagram, or Twitter), personal websites or blogs, or media sharing sites (including but not limited to YouTube or Vimeo).

4. I agree not to publish or post any images, video, or audio recordings of other students, taken at any time during any Program including in the course of independent social activities, on any publicly viewable platform or forum, including in written publications or in online social media (including but not limited to Facebook, Instagram, or Twitter), personal websites or blogs, or media sharing sites (including but not limited to YouTube or Vimeo), without the consent of all students depicted in such a recording. Regardless of consent, such publication or posting may not violate the MCERC Code of Conduct.

5. I acknowledge that I am responsible for informing other students of my consent or lack thereof to publish or post images, video, or audio recordings of myself.

#### G. Additional Provisions.

1. **Governing Law and Attorney's Fees.** This Student Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its choice of law principles. The parties consent to exclusive jurisdiction and venue in the federal and state courts sitting in Hernando County, Florida. In any action or suit to enforce any right or remedy under this Student Researcher Agreement or the MCERC Code of Conduct, or to interpret any provision of this Student Researcher Agreement or the MCERC Code of Conduct, the prevailing party shall be entitled to recover its reasonable attorney's fees, costs and other expenses.

2. **Binding Effect.** This Student Agreement shall be binding upon, and inure to the benefit of, the successors, executors, heirs, representatives, administrators and permitted assigns of the parties hereto.

3. **Severability.** If any provision of this Student Agreement shall be found invalid or unenforceable, the remainder of this Student Agreement shall be interpreted so as best to reasonably effect the intent of the parties.

4. **Entire Agreement.** This Student Agreement, including the Exhibits, constitutes the entire understanding and agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties.

5. Amendment and Waivers. Any term or provision of this Student Agreement may be amended, and the observance of any term of this Student Agreement may be waived, only by a writing signed by both parties. The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of any party to enforce any of the provisions hereof shall not be construed to be a waiver of the right of such party thereafter to enforce such provisions.

Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

MCERC Signature: \_\_\_\_\_ Date: \_\_\_\_\_

By \_\_\_\_\_, its \_\_\_\_\_

## APPENDIX A

### MCERC CODE OF CONDUCT

The Marine and Coastal Ecology Research Center (MCERC) is a research and education organization with participants in Programs all over the world. In order to fulfill our mission effectively and be welcomed in the places we travel and work, all student researchers enrolled in a Program, paid and volunteer researchers, faculty, and support and administrative personnel ("Participants") are obliged to conduct themselves in a manner compatible with MCERC's function. Any conduct which interferes with the use of educational or research opportunities by any other Participant, or adversely affects MCERC facilities and equipment, may be sanctioned regardless of whether such conduct is specifically described within the provisions of the MCERC Code of Conduct.

#### A. Expulsion From MCERC Program For Violations

Any Participant in violation in the MCERC Code of Conduct may be immediately expelled from the Program at the discretion of the instructor or the Director. If a Participant is expelled,

1. The Participant may not participate in any further Program educational or research activities, or other elements covered by the Program activity fee including, but not limited to, meals, travel, lodging, tourism activities, or cultural activities, and shall immediately remove themselves and their belongings from Program facilities.
2. An expelled Participant who has entered a country on a research visa from MCERC will be removed from the visa by immediate notification of the immigration agency in the country issuing the visa, and will be responsible for securing their own travel visa or leaving the country immediately.
3. Certification of completion of a Program for credit at an educational institution will not be granted.
4. No full or partial refund of Program tuition will be given.
5. Any expenses, including but not limited to costs of lodging or travel, incurred as a result of expulsion from the Program are solely the responsibility of the Participant.

#### B. Specific Proscribed Conduct

Participants in MCERC programs may not:

1. Violate any law or regulation of the nation, state, or local jurisdiction in which the Program is conducted. It is the responsibility of the Participant to be aware of such laws and regulations. The MCERC Code of Conduct will be strictly enforced particularly with regard to the following types of violations:
  - a. Unlawful use or possession of controlled substances or alcohol;
  - b. Unlawful use or possession of weapons (including firearms);

- c. Actions disrespecting or damaging archeological items, statues, monuments, and objects that represent cultural heritage, including but not limited to removing, defacing, buying, selling, or trading artifacts;
  - d. Disorderly conduct as interpreted by local laws and customs;
  - e. Forgery, fraud or theft. The definition of "theft" includes failure to pay locally incurred bills; and
  - f. Excessive alcohol consumption or public drunkenness. Cultural attitudes towards alcohol consumption vary greatly among countries and shall be respected by all participants.
2. Disrupt or interfere with teaching, research, cultural, or administration activities, or damage facilities or property belonging to MCERC, its local partners, or any contracted vendor, including rented lodging or equipment.
3. Violate any provision of the Student Agreement.
4. Threaten the health, safety, or well-being of others, whether fellow Participants in a Program or local individuals encountered in the course of the Program. Physical or emotional abuse of other Participants in any form is forbidden. All Participants are expected to report any threats or actions to themselves and others to the instructor(s) and/or the Director at the first opportunity. All Participants are expected to conduct themselves in a manner that decreases the chances of physical harm to themselves and others, including participating in safety meetings integrated into programs and training.
5. Falsify information on MCERC forms or documentation, or verbally misrepresent skills and responsibilities.
6. Engage in unauthorized use, forgery, misuse, or misrepresentation of MCERC property, data, and course curriculum.
7. Engage in discrimination or harassment based on ethnicity, race, religion, gender-identification, sexual orientation, age, or national origin. Harassment is defined as conduct that is sufficiently severe, pervasive, or persistent to create an objectively hostile environment that interferes with or diminishes the ability of an individual to participate in or benefit from the services or activities provided by MCERC.
8. Fail to timely submit all MCERC fees incurred by the Participant related to Programs, in addition to the pre-paid non-refundable program fees specific to each Program session.



9. Disrespect the privacy of MCERC Participants or local partners. Social media postings may be made only within restrictions imposed by the Student Agreement, and under no circumstances may include information or images that are defamatory or would reasonably be expected to embarrass or compromise the well-being of other Participants.