**Apreciados padres de familia:**

**El documento a continuación, resume una serie de cláusulas relacionadas con los procedimientos y las implicaciones que podría tener un evento de fuerza mayor para el desarrollo de nuestro programa en Canadá, ya sea porque nuestros(as) estudiantes estén próximos a llegar a la escuela o se encuentren inmersos en ella. Es necesario contar con su consentimiento y por ende, con sus respectivas firmas. El presente acuerdo no tiene ningún ánimo diferente al que tienen las pólizas de seguros con respecto a eventos no deseados pero que eventualmente, podrían presentarse.**

**Una vez leído, solicitamos escribir sus nombres según corresponda para madre (Mother) y padre (Father) en los dos primeros renglones y luego sus iniciales al final de esos dos mismos renglones y también en el encabezado anterior al punto 1. En el cuarto renglón se deberá escribir el nombre del / de la estudiante y al final del documento las firmas de ambos padres o por lo menos la de uno de ellos, más la fecha en la que diligenciaron el documento.**

**Los renglones correspondientes a *Legal Guardian* solo aplican para estudiantes cuya patria potestad recae sobre una persona distinta a sus padres**

**AGREEMENT**

 **Re: FORCE MAJEURE MEASURES**

**To be followed at**

**Académie Ste-Cécile International School (“ASCIS”)**

**I/We \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Mother), \_\_\_\_\_\_\_\_\_\_ (Initials)**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Father), \_\_\_\_\_\_\_\_\_\_ (Initials)**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Legal Guardian) \_\_\_\_\_\_\_\_\_(Initials),**

 **who are Parents/Guardian of**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and all of whom are herein called “Family”**

**Hereby understand and agree with the following additional clauses in the event of circumstances arising beyond the control of all parties and will therefore impact upon ASCIS and correspondingly, on our Family as well. \_\_\_\_\_\_\_(Mother) \_\_\_\_\_\_\_\_(Father) \_\_\_\_\_\_\_ (Guardian)**

**1. Definition: "Force Majeure Event"** means the occurrence of:

(a) an act of war (whether declared or not), hostilities, invasion, act of foreign enemies, terrorism or civil or political disorder;

(b) ionising radiations, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;

(c) pressure waves from devices travelling at supersonic speeds or damage caused by any aircraft or similar device;

(d) a strike or strikes or other industrial action or blockade or embargo or any other form of civil disturbance (whether lawful or not), in each case affecting on a general basis the regular daily operation of ASCIS as a private elementary and secondary school and which is not attributable to any unreasonable action or inaction on the part of ASCIS or any of its Staff and/or Contractors or suppliers and the settlement of which is beyond the reasonable control of ASCIS and/or all such persons;

(d) specific incidents of exceptional adverse weather conditions;

(e) tempest, earthquake or any other natural disaster of overwhelming proportions;

(f) discontinuation of electricity and/or heating and/or cooling and/or water supply to the detriment of the well-being and safety of the ASCIS students and staff;

(g) epidemics, pandemics, uncontrollable and/or contagious spread of disease, virus and/or flu;

(h) government mandated closures of schools;

(g) other unforeseeable circumstances beyond the control of ASCIS against which it would have been unreasonable for ASCIS to take precautions and which ASCIS cannot avoid even by using its best efforts,

which in each case directly would cause ASCIS to be unable to comply with all or any part of its obligations to the Family to operate ’regularly’ and therefore on a daily basis and/or as expected by the Family as an enrolled member of ASCIS, a private elementary and secondary school.

**Terms of Understanding:**

(1) ASCIS shall not be in breach of its obligations under ASCIS’ Agreement with the Family or incur any liability to the Family for any loss or damage of any nature whatsoever incurred or suffered by a Force Majeure Event.

(2) As soon as reasonably practicable, ASCIS will publicize proof of the nature of the Force Majeure Event and its effect upon ASCIS in being able to continue ASCIS’ ‘regular’ obligations to the Family.

(3) Thereafter, ASCIS shall take all reasonable steps within ASCIS’ respective powers, capabilities and resources (but without incurring unreasonable additional costs) to:

(a) prevent any Force Majeure Event from affecting the substantial performance of ASCIS’ academic obligations to the Family; and therefore, in so doing,

(b) mitigate the effect of any Force Majeure Event; and

(c) fulfill to the best of ASCIS’ capabilities (given the extraordinary circumstances) the essential obligations of providing academic instruction to the Family.

(3) The Family hereby agrees to trust ASCIS to consult with and be guided by the Ontario Ministry of Education and the International Baccalaureate Organization in terms of delivering the highest standards of instruction to the Family while the Force Majeure Event remains in effect and given the unusual circumstances caused by the Force Majeure Event.

(4) At all times, ASCIS shall remain mindful to ensure that the Family will receive quality instruction and that the well-being and safety of students shall remain of paramount importance.

(5) To this end, ASCIS and Family will communicate regularly throughout the period of the Force Majeure Event.

(6) Since the Force Majeure Event will have been caused through no fault of ASCIS, the ASCIS policy of no refund of tuition fees either in part or in full shall remain in effect as agreed upon in the original Agreement between Family and ASCIS.

Signature of Mother \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Father \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Legal Guardian \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_