

University of San Diego Study Abroad Programs Durable Limited Power of Attorney

NOTICE: THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN COMPETENT LEGAL ADVICE. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTH-CARE DECISIONS FOR YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO.

I, _____ (the "Principal"), University of San Diego ("USD") ID# _____

Residing at: _____

hereby authorize the following person: _____

to serve as my Attorney-in-Fact ("Agent") for the duration of my participation in the USD-affiliated study abroad program in _____ (city, country) through the following institution: _____. This power of attorney shall become effective on _____ (date) and shall continue effective until _____ (date) (the "Term"). If the Agent listed above is unable to serve for any reason, I designate the following person: _____ as my successor Agent.

The above named Agent has full power and authority to act on my behalf during the Term. This power and authority shall authorize him/her to manage and conduct all of my affairs and to exercise all of my legal rights and powers, related directly or indirectly to my academic participation in the above-mentioned program.

My Agent shall have the following powers to:

1. Conduct any business with respect to any of my accounts at the Study Abroad Programs Office, the Student Accounts Office, the Office of the Registrar and/or the Financial Aid Office at USD and/or any of these offices at the USD-affiliated institution listed above, including, but not limited to:

- a. inquiring about the status, current balance, and/or recent activity of my student account;
- b. inquiring about my financial aid application status, offered amount, award, date of receipt, awarding institution or any other necessary information for the promotion of my education;
- c. perform any act necessary to collect, on my behalf, any amount awarded or payable to me by any person, firm, corporation or political entity, or disbursed to my student account, or to deposit this award or disbursement to any checking or savings account bearing my name or the name of the Agent, with the intention of paying the balance of fees due to USD, the affiliated institution listed above or any other institution directly or indirectly related to my participation in the program abroad;

2. Prepare applications, provide information and perform any other act reasonably requested by any USD office, or its representatives, and any office, or its representatives, of the affiliated institution listed above in connection with my educational progress and benefits.

3. Enter into binding contracts on my behalf with the condition that the contract is reasonable and necessary for the promotion of my education.

I, furthermore, authorize the sharing of my personal, academic and financial information, including but not limited to, academic standing, financial aid award amounts and dates of disbursement, with the only exception of my social security number, between the Study Abroad Programs Office, the Student Accounts Office, the Office of the Registrar and/or the Financial Aid Office at USD and/or any of these offices at the USD-affiliated institution listed above, under the condition that the sharing of said information is necessary for the promotion of my education.

Any power or authority granted to my Agent under this document shall be limited to the extent necessary to provide a successful and complete academic program abroad. My Agent shall not be liable for any loss that results from a judgment error that was made in good faith. However, my Agent shall be liable for willful misconduct or the failure to act in good faith while acting under the authority of this power of attorney.

I authorize my Agent to indemnify and hold harmless any third party who accepts and acts under this document.

My Agent shall be entitled to reimbursement of all reasonable expenses incurred in connection with this power of attorney and shall provide an accounting for all funds handled and all acts performed as my Agent, if I so request or if such a request is made by any authorized personal representative or fiduciary acting on my behalf.

This power of attorney is effective immediately. This power of attorney shall not be affected by my subsequent incapacity. This power of attorney may be revoked by me at any time by providing written notice to my Agent.

I declare that I understand the importance of this power of attorney, recognizes this power of attorney will become effective immediately on execution and will continue indefinitely until specifically revoked or terminated by death, even if I later becomes incapacitated.

Pursuant to California Probate Code Section 4128, the following warning statements are included.

NOTICE TO PERSON EXECUTING DURABLE POWER OF ATTORNEY

A durable power of attorney is an important legal document. By signing the durable power of attorney, you are authorizing another person to act for you, the Principal. Before you sign this durable power of attorney, you should know these important facts:

Your Agent (attorney-in-fact) has no duty to act unless you and your Agent agree otherwise in writing.

This document gives your Agent the powers to manage, dispose of, sell, and convey your real and personal property, and to use your property as security if your Agent borrows money on your behalf. This document does not give your Agent the power to accept or receive any of your property, in trust or otherwise, as a gift, unless you specifically authorize the Agent to accept or receive a gift.

Your Agent will have the right to receive reasonable payment for services provided under this durable power of attorney unless you provide otherwise in this power of attorney.

The powers you give your Agent will continue to exist for your entire lifetime, unless you state that the durable power of attorney will last for a shorter period of time or unless you otherwise terminate the durable power of attorney. The powers you give your Agent in this durable power of attorney will continue to exist even if you can no longer make your own decisions respecting the management of your property.

You can amend or change this durable power of attorney only by executing a new durable power of attorney or by executing an amendment through the same formalities as an original. You have the right to revoke or terminate this durable power of attorney at any time, so long as you are competent.

This durable power of attorney must be dated and must be acknowledged before a notary public or signed by two witnesses. If it is signed by two witnesses, they must witness either (1) the signing of the power of attorney or (2) the Principal's signing or acknowledgment of his or her signature. A durable power of attorney that may affect real property should be acknowledged before a notary public so that it may easily be recorded.

You should read this durable power of attorney carefully. When effective, this durable power of attorney will give your Agent the right to deal with property that you now have or might acquire in the future. The durable power of attorney is important to you. If you do not understand the durable power of attorney, or any provision of it, then you should obtain the assistance of an attorney or other qualified person.

NOTICE TO PERSON ACCEPTING THE APPOINTMENT AS ATTORNEY-IN-FACT

By acting or agreeing to act as the Agent (attorney-in-fact) under this power of attorney, you assume the fiduciary and other legal responsibilities of an Agent. These responsibilities include:

- 1. The legal duty to act solely in the interest of the Principal and to avoid conflicts of interest.**
- 2. The legal duty to keep the Principal's property separate and distinct from any other property owned or controlled by you.**

You may not transfer the Principal's property to yourself without full and adequate consideration or accept a gift of the Principal's property unless this power of attorney specifically authorizes you to transfer property to yourself or accept a gift of the Principal's property. If you transfer the Principal's property to yourself without specific authorization

Witnesses:

I declare that _____ is personally known to me, that the Principal signed or acknowledged this power of attorney in my presence, that the Principal appears to be of sound mind and under no duress, fraud, or undue influence, that I am not the person appointed as attorney in fact by this document, and that I am not a health care provider, the operator of a community health care facility, nor an employee of an operator of a community care facility. I am not related to the Principal by blood, marriage, or adoption, and to the best of my knowledge I am not entitled to any Part of the estate of the Principal upon the death of the Principal under a Will now existing or by operation of law.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration is executed on _____, at _____.

Signature: _____ Full printed legal name: _____

residing at _____

Signature: _____ Full printed legal name: _____

residing at _____
