

SUBPOENA DUCES TECUM

THE PEOPLE OF THE STATE OF NEW YORK

GREETINGS

TO:

Attn: [REDACTED]

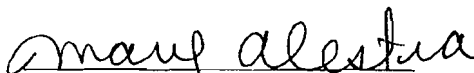
WE HEREBY COMMAND YOU, [REDACTED] pursuant to Executive Law § 63(12) and General Business Law §§ 349 and 350, that, all business and excuses being laid aside, you deliver and turn over to **ANDREW M. CUOMO**, Attorney General of the State of New York, or a designated representative, on the 29th day of January, 2008, at 10 a.m., or any agreed upon adjourned date or time, at the Office of the Attorney General, 120 Broadway, 3rd Floor, New York, New York 10271, all documents requested in the attached Schedule in accordance with the instructions and definitions contained therein. Your response to this Subpoena, including the requested documents, may be submitted by mail provided the documents are received on or before the return date of January 29, 2008, or any agreed upon adjourned date and time.

PLEASE TAKE NOTICE that the Attorney General deems the documents requested by this Subpoena to be relevant and material to an investigation and inquiry undertaken in the public interest and into whether persons and/or entities have been or are engaged in repeated fraudulent practices or illegal acts or are otherwise demonstrating persistent fraud or illegality in the carrying on, conducting, or transaction of business.

PLEASE TAKE FURTHER NOTICE that failure to deliver the documents and information requested on the attached Schedule on or before the date, time and at the place stated above, or on any agreed upon adjourned date or time, may subject you to penalties and any other lawful punishment.

WITNESS, Honorable **ANDREW M. CUOMO**, Attorney General of the State of New York, this January 15, 2008.

By:



Mary Alestra
Assistant Attorney General
(212) 416-6698

By:



Joy Feigenbaum
Bureau Chief
Bureau of Consumer Frauds and Protection

SCHEDULE

A. Definitions and Instructions

1. "[REDACTED]" "School," "you," or "your" means [REDACTED] and any of its present or former schools, programs, parents, subsidiaries, directors, officers, partners, employees, agents, representatives, attorneys or other persons acting on behalf of [REDACTED] their respective predecessors or successors or any of the affiliates of the foregoing.
2. "Study Abroad Provider" means any institution, organization, or other entity which facilitates study abroad by students enrolled in [REDACTED] including, but not limited to, independent program providers, colleges, and universities.
3. "Compensation" or "Payments" means any form of remuneration including but not limited to fees, payments, loan forgiveness, or other transfers of consideration.
4. "Document(s)" is used herein in the broadest sense of the term and means each and every writing of whatever nature, whether an original, a draft, or a copy, however produced or reproduced, and each and every tangible thing from which information can be processed or transcribed, such as tape or other electronic data communications. The term includes, but is not limited to, letters, e-mails, voicemail, memoranda, notes, instructions, reports, analyses, telegrams, facsimiles, diaries, calendars, studies, logs, journals, books, notebooks, plans, records, forms, charts, graphs, audio, visual and digital recordings, photographs (positive prints and negatives), slides, work-sheets, customer checks, credit card charge slips, expense reports, computation sheets, computer printouts and programs, tapes, videotapes, diskettes and CD-ROMs, microfilm, microfiche, any marginal comments appearing on any document, and copies of documents which are not identical duplications of the originals (*e.g.*, because handwritten or "blind" copy notes appear thereon or are attached thereto). A draft or non-identical copy is a separate document within the meaning of this term.
5. "Employee" means a person who is paid to work at the School, including but not limited to, administrators and faculty.
6. "Concerning" or "relating to" means referring to, relating to, concerning, describing, evidencing or constituting.
7. The term "any" shall be construed as "any and all."
8. The connectives "and" and "or" shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the Subpoena all responses and production of Documents that might otherwise be construed to be outside of its scope.

9. The use of the singular form of any word includes the plural and vice versa.
10. Each page produced is to be marked in the lower right corner with a two- or three-letter abbreviation of the producing entity's name, followed by an identifying consecutive document control number. All documents that are physically attached to each other in the files shall be left so attached.
11. Each document is requested to be produced in its original file folder, file jacket or cover (you may, in the alternative, designate in writing the titles of such folder, jacket or cover with respect to each such document) along with the identity of the individual from whose files the document is being produced or, if it is not in an individual's file, the department or area where the document was retained. In the event there is a titled folder that contains no document, a copy of said empty folder showing its title shall be provided.
12. You shall identify the number of the request to which the Documents purport to be responsive. If there are no documents responsive to any particular request, you shall so state in writing.
13. If any document requested herein was formerly in your possession, custody or control and has been lost or destroyed, you shall submit a written statement that: (a) describes in detail the nature of the document and its contents; (b) identifies the person who prepared the document and its contents; (c) identifies all persons who have seen or had possession of the document; (d) specifies the dates on which the document was prepared, transmitted or received; (e) specifies the date on which the document was lost or destroyed, the conditions of and reasons for such destruction and the persons requesting and performing the destruction; and (f) identifies all persons with knowledge of any portion of the contents of the document.
14. In producing checks, both the front and back of each check shall be produced.
15. The obligation to produce pursuant to this Subpoena is a continuing one. Documents located at any time after a response is due shall be promptly produced at the place specified in the Subpoena.
16. If any Document requested is withheld on ground of privilege or other legal doctrine, then you shall submit, with the Documents produced, a statement in writing under oath, stating: (a) the type of the Document; (b) the date of the Document; (c) the author and recipient of the Document; (d) the general subject matter of the Document; and (e) the legal ground for withholding the Document.
17. You shall identify the persons responsible for preparing the response to this Subpoena and submit a copy of all instructions prepared by you relating to the steps taken to respond to this Subpoena. Where oral instructions were given, provide a written statement under oath from the person who gave such instructions, detailing the content of

the instructions and the person(s) to whom the instructions were given.

18. In order for your response to this Subpoena to be complete, the attached statement under oath entitled "Verification" must be completed and executed on behalf of [REDACTED] by the person supervising compliance with the Subpoena and submitted with the responsive Documents.
19. Unless otherwise specified, this Subpoena applies to all Documents in effect, created, recorded, compiled, transmitted or received during the period January 1, 2005 to date.

B. Format in Which Documents Are to Be Produced

1. All Documents are to be produced in hard copy (paper format) and on computer CD/DVD media, in .TIF image format with an accompanying searchable text file and image load file (image load files shall be provided in an option (.opt) file format). All emails and attachments must be provided with all metadata and bibliographical data in text delimited format (with field headers) as well as TIFF (Tag Image File Format) attachments and attachment text. All attachments must be linked to their parent Document. All emails and attachments requested shall include all items that may have been removed from email accounts and placed in any other server, folder, file, or deleted. The image load file shall be provided in an option (.opt) file format. Documents include all emails, other electronic documents and hard copy documents responsive to this Subpoena. Hard copy documents must be scanned and passed through optical character recognition software and follow the same format.
2. Each cover letter accompanying a production shall include an index that provides: (1) a description of the types of documents, their contents and the corresponding document control number(s); and (2) the Subpoena request(s) to which the documents are responsive.

C. Documents to Be Produced

1. A current organizational chart of your study abroad office.
2. A current organizational chart of the School which indicates the relationship of your study abroad office to the School as a whole.
3. Documents sufficient to identify all School personnel who are involved in overseeing, reviewing, or approving the conduct or operation of your study abroad office, including but not limited to, all personnel involved in reviewing or approving contracts relating to your study abroad office.
4. Documents sufficient to identify all School personnel involved in decisions regarding the allocation of funds received by the study abroad office and/or the [REDACTED] in connection with study abroad activity.

5. Documents sufficient to identify your study abroad office's annual budget.
6. Documents sufficient to identify all study abroad programs attended by School students and the number of School students that attended each program.
7. Documents sufficient to identify all study abroad programs that have been approved by the School for enrollment by its students and the Study Abroad Providers associated with such programs.
8. All documents relating to the process and criteria used by your study abroad office and/or the School in deciding whether to approve a study abroad program for attendance by School students.
9. A list of all School personnel involved in deciding whether to approve a study abroad program and/or Study Abroad Provider.
10. A representative sample of a Request for Proposal issued by the School to Study Abroad Providers.
11. All documents relating to the School's rejection of a student request for approval of a study abroad program and/or Study Abroad Provider.
12. Documents relating to any decision by your study abroad office or the School to terminate its relationship with a Study Abroad Provider and the reasons for any such termination.
13. A list of all Study Abroad Providers with which your study abroad office or the School has or had any arrangements or contractual relationships concerning study abroad programs.
14. All documents concerning any Study Abroad Provider's negotiation of arrangements or contractual relationships with your study abroad office or the School, including but not limited to any written agreements or contracts.
15. All documents relating to the offering or provision by any Study Abroad Provider of anything of value to your study abroad office, the School, and/or any employee or officer thereof, or the spouse, family members, and/or companions of any employee or officer thereof, including, but not limited to, the offering or provision of gifts, bonuses, commissions, stipends, scholarships, compensation, equipment, marketing assistance, services, training, subsidized and expense-paid trips, familiarization tours, site visits, conferences, expenses for advisory board meetings, meals, tickets, registration fees or other incentives or inducements.
16. All documents relating to the allocation or use of anything of value received from a Study Abroad Provider by your study abroad office, the School, and/or any employee or

officer thereof, including but not limited to discounts, rebates, or refunds, and whether and to what extent these amounts are given back to students who are studying abroad.

17. All documents relating to any requests by your study abroad office and/or the School to a Study Abroad Provider for anything of value, including but not limited to, gifts, bonuses, commissions, stipends, scholarships, compensation, equipment, marketing assistance, services, training, subsidized and expense-paid trips, familiarization tours, site visits, conferences, expenses for advisory board meetings, meals, tickets, registration fees or other incentives and inducements.
18. All documents relating to any School policies regarding the acceptance of anything of value from a Study Abroad Provider.
19. A list of all employees and/or officers of your study abroad office or the School who, in an individual or official capacity, have participated on an advisory board associated with a Study Abroad Provider. For each such employee or officer, include the dates of service on any such boards and any compensation received for such participation.
20. All documents relating to the participation of any faculty member in a study abroad program, workshop, conference and/or training session of any type that was facilitated or subsidized in any way by a Study Abroad Provider, including, but not limited to, documents identifying the sources of funding for the faculty member's expenses.
21. All documents relating to any School policies regarding faculty participation in study abroad programs, including programs approved for academic credit as well as optional trips, or the marketing and promotion of such programs to students.
22. All documents concerning any restrictions on marketing by a Study Abroad Provider on the School's campus.
23. All documents relating to the School's policy on charging fees to Study Abroad Providers to participate in campus study abroad fairs.
24. Copies of all advertising, promotional, and/or informational materials relating to study abroad that are provided by the School or distributed with the School's knowledge to its students, including, but not limited to, all website postings, direct mail or email materials directed to students, printed materials, brochures, signage, inserts, branded items, and telephone marketing scripts.
25. All documents relating to the offering or provision by a Study Abroad Provider of Compensation to any School student in connection with the marketing of a study abroad program, including, but not limited to, the offering or provision of gifts, monies, scholarships, prizes, services, meals, tickets, commissions or other incentives or inducements.
26. All documents relating to the School's policies and/or practices regarding students'

eligibility for financial aid and merit-based institutional aid while they are enrolled in any study abroad program, including but not limited to, disclosures provided to students or

29. Documents sufficient to indicate the School's policies and/or practices regarding the transfer or acceptance of academic credits obtained by students participating in a study abroad program, including but not limited to, disclosures provided to students or prospective students of such policies and/or practices.
30. Documents sufficient to indicate whether Study Abroad Providers bill the School or the student for the cost of attending study abroad programs.
31. All documents relating to billing arrangements between the School and Study Abroad Providers.
32. Documents sufficient to identify administrative fees of any type that students are required to pay the School related to study abroad, including but not limited to, disclosures provided to students or prospective students relating to such fees.
33. All documents relating to complaints by School students regarding study abroad programs or Study Abroad Providers.
34. For the period January 1, 2006 to date, all documents relating to scholarships, grants or other monies provided to School students that were funded by Study Abroad Providers.

Verification

This response to the Subpoena of the Attorney General of the State of New York dated January 15, 2008, including without limitation production of the requested documents, was prepared and assembled under my personal supervision from the records of [REDACTED] in accordance with the instructions and definitions set forth in such Subpoena and is complete and correct to the best of my knowledge and belief. The documents produced in response to this Subpoena are authentic, genuine and what they purport to be.

(Signature of Official)

(Printed Name and Title)

Subscribed and sworn to before me this _____ day of _____, 2008.

Notary Public