

Duke GEO Summer Program

Participation Agreement

Summer Program Name: _____

Term/Year: _____

Student Full Name: _____

Parent/Guardian Full Name: _____

Student enrollment in Program is not granted until Student and a Parent/Guardian each sign this Agreement and each of the following three Agreements listed which are incorporated into this Agreement:

- (1) The Commitment to Participate (attached hereto as Annex 1)
- (2) The Duke University Study Away Waiver and Release (attached hereto as Annex 2)
- (3) The Duke Authorization to Consent to Medical Care (attached hereto as Annex 3)

Student and Parent/Guardian must print and sign a hard copy of this Agreement as well as Annexures 1, 2 and 3.

This Agreement contains links to documents that can be found online. Duke will provide a hard copy of any documents upon request.

This Agreement (hereafter "**Agreement**") is by and between (1) Duke University, a North Carolina nonprofit corporation based in Durham, North Carolina (hereafter "**Duke**" or "**GEO**") and, as applicable (2) Student or (3) Parent/Guardian of Student. This Agreement shall be effective as of the date it is submitted by the Student or signed by the Parent/Guardian.

Duke and, as applicable, Student or Parent/Guardian agree as follows:

A. Program Description and Student Eligibility to Participate

1. Program Description: Program is a Duke Administered Program. A description of the Program as presently structured can be found on the Duke University Global Education Office (GEO) website, See <https://globaled.duke.edu/Programs>. From time to time, Duke reserves the right to add, modify, or remove elements of the Program as consistent with the program's overall objectives.

2. Academic Admission and Continuation Requirements: General academic requirements for Student to enroll and remain enrolled in Program can be found in the Duke University Undergraduate Bulletin. See <http://registrar.duke.edu/university-bulletins/undergraduate-instruction>. In addition, the Program may have its own academic requirements for enrollment and continued participation which can be found on the Program's website. A Student who is on

academic or disciplinary probation, or who has a pending disciplinary probation, does not qualify for enrollment. A Student who is put on academic or disciplinary probation during the course of a Program is not permitted to continue in the Program. In this event, Student agrees to leave the Program and Student will receive no credit for the Program.

3. Duke Community Standard – Compliance Required: Without regard to this Agreement, full time Duke students are and remain subject to the behavioral requirements set forth in the Duke Community Standard (hereafter “Standard”) See <http://studentaffairs.duke.edu/conduct/about-us/duke-community-standard> and <http://registrar.duke.edu/university-bulletins/duke-community-standard-practice-guide-undergraduates>. While a participant in Program, non-Duke students are also subject to the Standard. If a Student violates the Standard, Duke in its sole discretion may terminate Student’s participation in Program. In this event, Student agrees to leave the program and the Student will receive no credit for the Program.

4. Compliance with Laws Required: While on Program, Student must comply with all applicable laws and regulations. If Program takes place outside the United States, Student is required to comply with all laws and regulations of the host country, including those regarding required travel documents such as obligations to obtain visas and study permits. It is the sole responsibility of the Student to obtain necessary permissions to enter or remain in a country.

5. Lectures/Field Trips – Participation Required Unless Exempted: Program may include required lectures and field trips which are germane to the educational experience. Student must participate in such activities unless exempted by the Program director.

6. Transcripts: Non-Duke students studying on Duke-administered programs will need to contact the Duke University Registrar in writing to arrange for a Duke transcript be sent to their home institution at the completion of the program. All non-Duke students studying on Duke-In programs pay a \$40 one-time, lifetime transcript fee, so no further payment is needed. Transcript request forms and additional information are available at registrar.duke.edu/student-records/transcripts-verifications.

B. Agreements That Must Be Signed Before Enrollment

As a condition of enrollment in Program, Student and a Parent/Guardian must print and sign **hard copies** of the following, each of which is hereby incorporated into this Agreement:

1. The Commitment to Participate attached hereto as Annex 1.
2. The Duke University Study Away Waiver and Release attached hereto as Annex 2.
3. The Duke Authorization to Consent to Medical Care attached hereto as Annex 3.

C. Pre-Departure Requirements

As a condition of Student participating in Program, Student must (1) comply with GEO pre-departure requirements, if any, and (2) comply with pre-departure requirements specific to Program. Many of the pre-departure requirements are set forth on the GEO online application system. In addition, GEO may communicate pre-departure requirements to the Student and Parent/Guardian through email or other form of communication.

D. Program Fees and Expenses

1. Tuition, Program Fees, and Housing Fees: Student is obligated to pay Tuition, Program Fee, and Housing Fees (if any) as listed in the Program description and these charges will be put on a Duke University Bursar account in the Student's name.

2. Other Costs: Students are obligated to pay for any and all goods or services that are identified as their responsibility in the Program description. For example, host institutions may (1) have fees for lab equipment or audiovisual materials which Students are required to purchase to take a course, (2) assess charges based on damages to property or late fees for late return of library materials, or (3) offer options to use the institutional athletic center for a fee. For Duke Administered Programs, Duke will endeavor to identify any such charges, fees or expenses in the Program description, but cannot guarantee it will identify all that exist.

3. Program Changes/Cancellation: GEO reserves the right to make changes to Program, or cancel it, as is determined to be reasonably necessary based on changed conditions, the interest of the group or emergency situations. Refund policies in the event GEO cancels a Program, can be found online on the GEO website http://globaled.duke.edu/for_students/policies#refunds.

4. GEO Withdrawal and Refund Policies and Forms: To withdraw from or early terminate participation in Program, Student must sign and submit a GEO Withdrawal Form. This form can be found online on the GEO website at http://globaled.duke.edu/for_students/Forms_Publications. Refund and withdrawal policies in the event a Student properly terminates participation can also be found online at the GEO website at http://globaled.duke.edu/for_students/policies#refunds.

E. Health, Safety, Medical Care, Health Insurance and Evacuation Insurance

1. Access to Health Care: The Program does not employ health care professionals and Duke makes no representation or warranty with respect to accessibility of health services and facilities. As such, Student may not have access to necessary medical or psychological care during the Program, including without limitation, psychological treatment.

2. Anticipated Medical Needs: Student must fully inform Duke about any anticipated needs Student will have for medical or psychological care during the Program, and must make provision before departure on Program for the availability of all medical or psychological treatments to which the Student is presently subject, such as prescription drugs, special diets or psychological care.

Student and Parent/Guardian recognize that adjusting to life in a new culture, which often involves changes in diet and/or climate and being away from current support systems can be a stressful and emotionally challenging experience and that underlying health related concerns, including those which may be under control at home, may be exacerbated by these stresses. If Student has a history of any medical or psychological problems, Duke strongly advises and encourages that Student to consult with a medical professional before departure to discuss the potential stress and difficulty of the Program in light of the history. A medical examination may be required in certain cases or for certain programs, such as for those programs which are physically arduous or when it is a requirement of the host institution.

3. Medical Insurance: Duke requires Student to have appropriate U.S. based health insurance coverage with coverage in foreign countries, if studying abroad, for the duration of the Program and that Student will be responsible for all medical expenses incurred during the Program. In addition, Student/Parent/Guardian understands that medical expenses customarily will have to be paid in advance by the Student and reimbursed later by the insurance carrier.

PARENT/GUARDIAN TO FILL IN:

Name of Student: _____

Insurance Provider: _____

Insurance Policy or Group/Member ID: _____

Date of expiration (month/day/year) _____ (list N/A if not applicable)

If the above information changes, Parent/Guardian must promptly inform GEO by email or other writing.

Duke Students studying abroad can elect to purchase the Duke Student Medical Insurance Plan (SMIP) administered by Blue Cross/Blue Shield of North Carolina. See <http://www.studentaffairs.duke.edu/studenthealth/health-insurance>.

4. Health Emergencies: In the event of a health emergency where Student is unable to provide consent to treatment, Duke will first seek to obtain consent from Parent/Guardian. In the event Duke cannot obtain timely consent from a Parent/Guardian or determines that the Student's immediate health needs do not permit time to obtain consent from Parent/Guardian, Duke may determine that it is appropriate to obtain medical care for Student. Student/Parent/Guardian hereby authorizes Duke to do so and further demonstrate authorization by signing the Authorization to Consent to Medical Care included hereto as Annex 3.

5. Emergency Support Services and Evacuation: While outside the United States, Student is covered, at Duke's expense, by an International SOS (ISOS) program which covers the cost of emergency medical and security evacuation, along with related support services in all countries except for the Student's "home country" defined by the country for which a student presently holds a passport. If Student has two passports, Student must elect one of the two as his or her "home country" See <http://finance.duke.edu/insurance/travel/sos.php>. ISOS is NOT an insurance policy. While on domestic study away programs, Duke Students who elect to participate in SMIP insurance plan are enrolled as part of the plan in an insurance policy issued by Blue Cross Blue Shield, which covers emergency support services and evacuation.

6. Duke International Travel Registry: If traveling internationally, Student must register with the Duke University International Travel Registry. See <https://travel.duke.edu>.

F. General Terms and Conditions

As used herein. Duke, Student and Parent(s)/Guardian(s) are individually referred to in this Agreement as "**Party**" and collectively as "**Parties**."

1. Amendment: This Agreement may only be amended by a written instrument signed by authorized representatives of the Parties.

2. Governing Law and Venue: This Agreement will be governed by the laws of the State of North Carolina, without regard to principles of conflict of laws. Any action based on or arising out of this Agreement shall be brought and maintained exclusively in any court of the State of North Carolina or any federal court of the United States, in each case located only in Durham County, State of North Carolina. Each of the Parties hereby expressly and irrevocably submits to the jurisdiction of such courts or pertinent appellate courts for the purposes of any such action and expressly and irrevocably waives, to the fullest extent permitted by law, any objection which it may have or hereafter may have to the laying of venue of any such action brought in any such court and any claim that any such action has been brought in an inconvenient forum.

3. Entire Agreement: This Agreement supersedes any and all agreements, either oral or written, between the Parties and contains all the covenants and agreements between the Parties with respect to the subject matter of this Agreement. Each Party acknowledges and affirms that no representations, inducements, promises or agreements, either oral or written have been made by any Party or anyone acting on behalf of any Party with respect to the subject matter of this Agreement; and that any agreement, promise or representation with respect to the subject matter of this Agreement not contained in this Agreement shall not be valid or binding.

4. Interpretation: All headings used herein are used for convenience only and shall not be used to construe or interpret this Agreement. All exhibits to this Agreement are incorporated herein by reference. All references in this Agreement to clauses shall, unless otherwise provided, refer to clauses hereof. If any provision or portion of this Agreement is determined by an arbitration panel or court of competent jurisdiction to be invalid or unenforceable, such provision or portion shall be amended and reformed to the minimum extent necessary to be valid and enforceable while most closely approximating the intent and economic effect of the original provision or portion (or if such amendment and reform be not possible, then such provision or portion shall be stricken), and in any case the remainder of this Agreement will continue in full force and effect without amendment.

PARENT/GUARDIAN NAME: _____

PARENT/GUARDIAN SIGNATURE: _____

(Typed or electronic signatures are NOT acceptable)

DATE: _____

STUDENT NAME: _____

(Typed or electronic signatures are NOT acceptable)

STUDENT SIGNATURE: _____

DATE: _____

**Duke GEO Summer Program
Participation Agreement**

Annex 1

COMMITMENT TO PARTICIPATE

DUKE GEO SUMMER PROGRAM

COMMITMENT TO PARTICIPATE

To confirm space on a Duke Summer Study Away Program, Student and one Parent/Guardian of Student must read and sign this form and submit it to the Global Education Office for Undergraduates at Duke. This form is due **within two weeks** of the date you are accepted to the Program

Student Full Name: _____

Parent/Guardian Full Name: _____

Summer Program Name: _____ (“Program”)

1. Student and Parent/Guardian hereby confirm Student’s intent to participate in Program. In consideration of Duke holding a place for Student, Student and Parent/Guardian agree as follows:

Withdrawal Time	Withdrawal Fee
By March 31	None
Between April 1 and Program Start Date	\$1500 (if one credit Program) or \$2000 (if two credit Program)
After Program begins	All tuition, housing, and program fees are retained by Duke

2. Student should not make any arrangements for the program such as purchase airline tickets until Student receives notification from the Program director and/or GEO that the program has been authorized to run.

3. Duke students on summer financial aid who are considering withdrawing, should contact their Duke financial aid advisor before they officially withdraw from the Program to discuss the financial implications of withdrawing.

Student Signature

Parent/Guardian Signature

Date (month/day/year) _____

Date (month/day/year) _____

The signatures of both the parent or legal guardian and the student are required. **Please sign and return this form by mail (including the PO Box number), email, or fax to the Duke Global Education Office for Undergraduates.**

Duke University, Global Education Office for Undergraduates, 114 S. Buchanan Blvd., Bay 6, 2nd Floor, Box 90057, Durham, NC 27708-0057; Tel: 919-684-2174; Fax: 919-684-3083; E-mail: gloaled@duke.edu.

**Duke GEO Summer Program
Participation Agreement**

Annex 2

DUKE UNIVERSITY STUDY AWAY WAIVER AND RELEASE

DUKE GEO SUMMER PROGRAM

DUKE UNIVERSITY STUDY AWAY WAIVER AND RELEASE

PLEASE READ THIS AGREEMENT CAREFULLY

IT IS A LEGAL CONTRACT AND AFFECTS ANY RIGHTS YOU MAY HAVE IF YOU ARE INJURED OR OTHERWISE SUFFER DAMAGES WHILE PARTICIPATING IN THE PROGRAM.

Student Full Name: _____

Parent/Guardian Full Name: _____

Summer Program Name: _____

A description of the Program can be found on the Duke University Global Education website: <https://globaled.duke.edu/Programs>. The person signing this agreement is referred to herein as "You" and "Your."

This Agreement (hereafter "**Agreement**") is by and between (1) Duke University, a North Carolina nonprofit corporation based in Durham, North Carolina (hereafter "Duke" or "GEO") and, as applicable (2) Student or (3) Parent/Guardian of Student. This Agreement shall be effective as of the date it is submitted by the Student or signed by the Parent/Guardian. References herein to "You" mean, as applicable, the Student or Parent/Guardian who is signing this Agreement

1. ASSUMPTION OF RISKS:

You acknowledge, understand and agree to the following:

- A. Participation in the Program is entirely voluntary, that any travel involves some element of risk, and Duke University makes no representation about the safety or security of the location of the Program or the modes of travel in connection with the Program.
- B. Duke University cannot and does not provide any assurance that the Program will occur as described.
- C. Safety and security risks are inherent in traveling to and living in unfamiliar settings.
- D. Political, environmental and cultural situations in foreign countries differ from those in the United States and the Duke University environment, and that these

situations can be unpredictable and may become volatile and dangerous, often within a short period of time.

- E. There are health risks, as well as risks associated with aircraft, boats/vessels, motor vehicles, alternative but usual and customary modes of transportation, and potentially poor driving conditions.
- F. Participation in the Program in a foreign country subjects Student to the laws of that country, which may be significantly different from the laws of the United States.
- G. Access to and/or the quality of medical care and treatment protocols may differ significantly from what the Student is accustomed.
- H. There may be risk factors of which Student and Parent(s)/Guardian(s) are unaware or which have not been brought to your attention. These risks could result in property damage and/or bodily injury to Student, up to and including imprisonment, kidnapping and even death.
- I. Signatory has weighed the dangers inherent in international travel and volunteer work, the risks presented to Student's health and well-being, and the Student's desire for personal growth and experience by traveling and volunteering internationally.
- J. Signatory agrees to accept and assume, knowingly and voluntarily, all risks associated with the Program whether present or future, known or unknown, arising from or as a result of Student's voluntary participation in the Program.

2. RELEASE AND WAIVER OF LIABILITY

In return for Duke University providing Student the opportunity to participate in Program and having read and understood this Waiver and Release, Signatory hereby voluntarily agrees to the following:

- A. RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Duke University, its affiliates, trustees, officers, employees or agents, (hereinafter referred to as RELEASEES) for any liability, claim, and/or cause of action arising out of or related to any loss, damage, injury or harm of any sort, including death or imprisonment, that may be sustained by Student, and for damage to any property belonging to Student, that occurs as a result of Student traveling to or from any site in connection with the Program, or as a result of Student participation in the Program. It is my intent and agreement that the terms of this paragraph shall bind any person asserting rights on my behalf, or otherwise asserting claims by or through me, including my spouse, domestic partner, family members, heirs, assigns and personal representatives.

- B. The release, waiver, discharge and covenant not to sue as expressed in this Section is given pursuant to the Uniform Contribution Among Tortfeasors Act, North Carolina General Statutes Section 1B et seq. It is my intention not only to release any and all claims against RELEASEES, but also to relieve RELEASEES from any liability to make contribution to other tortfeasors on account of any claims.

- C. If Student deviates from any aspect of the Program, such deviation is purely voluntary, and that RELEASEES shall not be liable for any injuries resulting or arising out of such deviation. Deviation includes any non-programmatic side trips, pre-program or post-program travel or activities, or other activities not specifically included in the Program.

- D. Governing Law and Venue. This Agreement will be governed by the laws of the State of North Carolina, without regard to principles of conflict of laws. Any action based on or arising out of this Agreement shall be brought and maintained exclusively in any court of the State of North Carolina or any federal court of the United States, in each case located only in Durham County, State of North Carolina. Each of the Parties hereby expressly and irrevocably submits to the jurisdiction of such courts or pertinent appellate courts for the purposes of any such action and expressly and irrevocably waives, to the fullest extent permitted by law, any objection which it may have or hereafter may have to the laying of venue of any such action brought in any such court and any claim that any such action has been brought in an inconvenient forum.

PARENT/GUARDIAN NAME: _____

PARENT/GUARDIAN SIGNATURE: _____

(Typed or electronic signatures are NOT acceptable)

DATE: _____

STUDENT NAME: _____

(Typed or electronic signatures are NOT acceptable)

STUDENT SIGNATURE: _____

DATE: _____

**Duke GEO Summer Program
Participation Agreement**

Annex 3

DUKE AUTHORIZATION TO CONSENT TO MEDICAL CARE

DUKE GEO SUMMER PROGRAM

DUKE AUTHORIZATION TO CONSENT TO MEDICAL CARE

Summer Program Name: _____

As Duke determines necessary, at its reasonable discretion, We hereby authorize Duke (through its representative) to consent for Student to undergo to any x-ray examination, anesthetic, medical or surgical diagnosis or treatment and hospital care deemed necessary or advisable by a licensed physician during the period the Student is enrolled in the Program.

It is understood that this authorization is given in advance of any specific diagnosis, treatment, or hospital care being required and is given to provide authority and power on the part of Duke to give specific consent to the diagnosis, treatment or hospital care which in the best judgment of a licensed physician is deemed advisable, and it is further understood and agreed that Duke shall not be liable for treatment and/or care ultimately rendered.

PARENT/GUARDIAN NAME: _____

PARENT/GUARDIAN SIGNATURE: _____
(Typed or electronic signatures are NOT acceptable)

DATE: _____

STUDENT NAME: _____

STUDENT SIGNATURE: _____
(Typed or electronic signatures are NOT acceptable)

DATE: _____