

Duke Administered Study Away Participation Agreement

Program: _____

Study Away Term/Year _____

Student Full Name: _____

(“Student”)

Parent/Guardian Full Name: _____

(“Parent” or “Guardian”)

Student will be enrolled in Program only after Student and a Parent/Guardian each sign this Agreement and the Duke University Study Away Waiver and Release attached hereto as Annex 1.

This Agreement contains links to online documents. Duke will provide a hard copy of online documents upon request.

This three-party Agreement (hereafter “Agreement”), is by and between (1) Duke University, a North Carolina nonprofit corporation based in Durham, North Carolina (hereafter “Duke” or “GEO”), (2) Student, and (3) Parent/Guardian identified above. This Agreement shall be effective as of November 17, 2017. Each of Duke, Student and Parent/Guardian agree as follows:

A. Program Description

A description of the Program as presently structured can be found on the Duke University Global Education Office (GEO). See <https://globaled.duke.edu/Programs>. Duke reserves the right to add, modify, or remove elements of the Program as Duke reasonably determines to be necessary based on changed conditions, the interest of the group or emergencies.

B. Student Eligibility and Obligations

1. Academic Admission and Continuation Requirements: The Duke University Undergraduate Bulletin lists the general academic requirements for Student to enroll and remain enrolled in Program. See <http://registrar.duke.edu/university-bulletins/undergraduate-instruction>. In addition, the Program may have its own academic requirements for enrollment and continued participation listed 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.

2. Compliance with the Duke Community Standard: 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. Duke may terminate Student’s participation in the Program if Duke determines, in its sole discretion, that: (A) Student has violated a Standard, (B) continued Student participation in the Program poses a risk to the health, safety or welfare of the Student or others, or (C) continued Student participation in the Program Session will materially disrupt the Program.

3. Compliance with Laws: 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) and laws with respect to the purchase, possession or consumption of alcohol or illicit drugs. If Duke determines that Student has violated a law while Student is participating in the Program, Duke will terminate the Student’s participation in Program.

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

5. Time and Effort Commitments: Program will include required excursions, enrichment, and reflection activities that are germane to the experience. Student must participate in such activities unless exempted by GEO.

6. Program Evaluation: Duke Students must complete an evaluation of Program. Failure to submit an evaluation by the deadline will result in a registration block for the semester following return to Duke.

7. 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.

8. Duke Travel Registry: Student must register their travel in the Duke University Travel Registry. See <https://travel.duke.edu>.

C. Pre-Departure Requirements

As a condition of Student participating in Program, Student and a Parent/Guardian must (1) comply with pre-departure requirements applicable to all GEO programs, 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 forms of communication. If Student does not complete required pre-departure requirements, regardless of when Duke identifies the failure to comply, Duke will terminate Student's participation in the Program.

D. Health and Safety

1. **New Environment**: At times, Program can be intensive and rigorous. Participants can be susceptible to stress, and a new environment, different culture, or international experience can be unsettling for any participant. Pre-existing conditions can be intensified when participants are away from their friends and family, out of their comfort zone, or are experiencing homesickness or culture shock. By signing this agreement, Student and Parent/Guardian represent that they have anticipated how a new environment and stress factors may impact Student's mental and physical health and have determined that the Program is a healthy choice for Student at this time.

2. **Medical Care and Medical Expenses**: During the Program, Student is fully responsible for proper care and maintenance of Student's health, including promptly seeking medical help when reasonably necessary and ensuring that he or she takes medications as directed. If informed of a medical need, Duke will provide all reasonable assistance to the Student.

Student and Parent/Guardian understand and agree that all medical expenses incurred during the Program (including during travel to and from the Program site) are solely the responsibility of Student and Parent/Guardian, including if Duke consents to medical evaluation or treatment pursuant to Section D.5 below. 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

3. **Medical Insurance**: Student is required to be either (1) insured by the Duke University Student Medical Insurance Plan ("**SMIP**") or (2) obtain and maintain throughout the Program a U.S. based policy of comprehensive health and accident insurance that covers injuries and illnesses sustained during or as a consequence of Student participating in the Program.

Other than enrollment of Student in SMIP, if Student elects this option, Duke shall not provide medical insurance for Student, unless the country in which the Program takes place requires the Student to purchase a medical insurance product offered in that country. In this event, the cost of the foreign country medical insurance produce will be included as part of the Program fee. Note: Enrollment in host country insurance does not preclude the student obligation to maintain insurance as provided for in his section D.3.

4. **Emergency Support Services and Evacuation**: While outside the United States, Duke will facilitate emergency evacuation and emergency medical care necessitated by health, safety or security concerns when the student is in a location where Duke can engage a service provider, determined by Duke to be reliable and reputable, which coordinates the provision of emergency evacuation and emergency medical care.

5. **Consent to Medical Treatment:** Student and Parent/Guardian each authorize Duke to seek emergency diagnostic or medical treatment in any setting in the event that Duke determines that Student requires emergency diagnostic or medical treatment or care while participating in the Program and that Student is unable to consent to such treatment. Duke will make a good-faith effort to contact the Student's emergency contacts for such purposes prior to authorizing care. If notification is not feasible under the circumstances, Student and Parent/Guardian each understand that Duke will inform the student's emergency contact as soon as possible of any diagnoses made and/or treatment or care provided.

E. 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. 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. **Tuition Insurance:** Students may purchase insurance through the Tuition Refund Plan. See <http://finance.duke.edu/bursar/insurance/index.php>.

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 at <http://globaled.duke.edu/about/forms-policies>. Refund and withdrawal policies, in the event a Student properly terminates participation in a Duke-Administered Program, can be found online at <http://globaled.duke.edu/about/forms-policies>.

F. Federal Education Rights and Privacy Act (FERPA)

The Family Educational Rights and Privacy Act (FERPA) affords certain rights to students concerning the privacy of, and access to, their education records. By signing this Agreement, Student consents to and authorizes Duke to release the below information to other (1) educational institutions which have a role in the Program, (2) service providers who help Duke to deliver the program, (3) a student's home education institution (if the Student is not a full-time Duke student) and (4) a parent/guardian:

- Academic information (grades/GPA, registration, student ID number, academic progress, enrollment status).
- Information related to travel (flights, hotels, itineraries).

- Information related to the student's conduct, physical/emotional well-being, or experiences while participating in the Program.

This consent is in effect from the time Student signs this Agreement to the conclusion of the Student's participation in the Program, including without limitation any investigation or proceeding that might arise out of the student's participations in the Program, such as matters arising out of student medical conditions, alleged assault, or academic dishonesty. Student hereby acknowledges that Student participation in the Program is voluntary and not required, and that Student will not be eligible to participate in the Program if Student does not provide this FERPA consent and authorization.

G. General Terms and Conditions

As used herein. Duke, Student and Parent(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: _____

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

DATE: _____

Annex 1

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. The person signing this agreement is referred to herein as “You” and “Your.”

1. ASSUMPTION OF RISKS:

You acknowledge, understand and agree to the following:

- A. Participation is Voluntary: You have considered the risks to health, safety and welfare which are inherent in the Program relative to the affirmative reasons you have/Student has chosen to participate in it, and Student and Parent/Guardian voluntarily and free will have decided that Student will participate in the Program. Student and Parent/Guardian knowingly and voluntarily assume 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.
- B. Health, Safety and Security risks: Health, safety and security risks are inherent in traveling to and living in unfamiliar settings such as the setting you will be in during the Program. As such, Duke University makes no representation about your health, safety or security during the Program.

Without limiting the forgoing, the quality of roads and the maintenance of vehicles in locations around the world are of widely varying quality and can change without notice, as can the driving conditions due to weather. In addition, there are health, safety and security risks associated with travel by aircraft, boats/vessels, motor vehicles, and alternative modes of transportation.

There are unpreventable risks to any person who receives emergency diagnostic or medical treatment or care, including without limitation serious bodily injury or death. Duke cannot and does not assume responsibility for, nor does Duke have any liability for, the medical treatment Student may receive, including medical treatment which may be directed by Duke as necessitated by emergency situations.

There may be risk factors of which Student, 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.

- C. Program Changes: Duke University cannot and does not provide any assurance that the Program will occur as described. Changes may be required as determined necessary or advisable by Duke in light of health, safety or security considerations or the programmatic

interests of the Program or its participants. In addition, political, environmental and cultural situations in unfamiliar settings (1) can differ from those the Student may be used to and that these situations can be unpredictable and (2) may become volatile and dangerous, often within a short period of time.

- E. Access to Medical Treatment, Medical Care or Medical Facilities: Duke makes no representation or warranty with respect to access to medical treatment, medical care or medical facilities on the Program. 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, Student is strongly advised and encouraged to consult with a medical professional before departure to discuss the potential stress and difficulty of the Program in light of the history. Access to and/or the quality of medical care and treatment protocols may differ significantly from what the Student is accustomed.

2. RELEASE AND WAIVER OF LIABILITY

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

- A. To 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, or as a result of any medical care Student receives while participating in the Program.
- B. That your intent and agreement in signing this release and waiver of liability is that the terms of the waiver and release shall bind any person asserting rights on your behalf, or otherwise asserting claims by or through you, including a spouse, domestic partner, family members, heirs, assigns and personal representatives.
- C. The release, waiver, discharge and covenant not to sue as expressed in this waiver and release 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.

- D. 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-Program side trips, pre-Program or post-Program travel or activities, or other activities not specifically included in the Program.

- E. 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: _____

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

DATE: _____