Duke Approved Study Away Participation Agreement

Program: ____________________________________________________________

Term/Year: ________________________________________________________

Student Full Name: _________________________________________________
(“Student”)

Parent/Guardian Full Name: __________________________________________
(“Parent” or “Guardian”)

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

The Duke University Study Away Waiver and Release (attached hereto as Annex 1)

This Agreement contains links to documents that can be found online. Duke will provide a hard copy of any documents for which links are provided herein, upon request.

This Agreement (hereafter “Agreement”), with an effective date of April 15, 2016 (“Effective Date”) is by and between Duke University, a North Carolina nonprofit corporation based in Durham, North Carolina (hereafter “Duke” or “GEO”), Student, and Parent/Guardian identified above.

Each of Duke, Student and Parent/Guardian agree as follows:

A. Program Description and Student Eligibility to Participate

1. Program Description: Program is a Duke Approved Program. A description of the Program can be found on the website maintained by the party that administers Program, a link to which can be found on the GEO website. The Party which administers a Duke Approved program is solely responsible for the administration and operation of the Program.

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](http://studentaffairs.duke.edu/conduct/about-us/duke-community-standard) and [http://registrar.duke.edu/university-bulletins/duke-community-standard-practice-guide-undergraduates](http://registrar.duke.edu/university-bulletins/duke-community-standard-practice-guide-undergraduates). 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. In addition, Student may be subject to standards imposed by the Program provider.

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. **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**: For a Duke Approved Program, Student must ask the third party Program administrator to send an official transcript to GEO as soon as the transcript is available and must promptly reconcile credit transfer.

**B. Agreement That Must Be Signed Before Enrollment**

As a condition of Student participating in Program, Student and a Parent/Guardian must sign the Waiver and Release included hereto as Annex 1.

**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 form of communication.

**D. Program Fees and Expenses**

1. **Study Abroad Fee**: The Study Abroad Fee of $4,580 (2016-2017) per semester will be charged by Duke University to students participating in programs administered by institutions other than Duke University for the purpose of maintaining the student’s enrollment at Duke. This mandatory fee set by the Board of Trustees is not waived under any circumstances.
2. **Student Obligations:** 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.

3. **GEO Withdrawal and Refund Policies and Form:** 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/for_students/Forms_Publications](http://globaled.duke.edu/for_students/Forms_Publications). Providers of Duke Approved Programs may have their own withdrawal and refund policies which Student and Parent/Guardian should consult in advance if a Student is considering withdrawal.

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

1. **Access to Health Care:** Duke makes no representation or warranty with respect to accessibility to health care and facilities on Duke Approved Programs. 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.

2. **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: ________________________________________________________________

U.S. Based Insurance Provider: ___________________________________________________

Insurance Policy or Group/Member ID: ____________________________________________

Date of expiration (MM/DD/YYYY) ____________________________ (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](http://www.studentaffairs.duke.edu/studenthealth/health-insurance).

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](http://finance.duke.edu/insurance/travel/sos.php). ISOS is NOT health insurance. NOTE: Duke ISOS coverage is secondary to any coverage offered by the Program provider.

6. **Duke Travel Registry:** Student must register with the Duke University Travel Registry. See [https://travel.duke.edu](https://travel.duke.edu).

6. **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.

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: __________________________________________________________________________
Duke Approved Study Away
Participation Agreement
Annex 1

DUKE UNIVERSITY STUDY AWAY WAIVER AND RELEASE
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: _________________________________________________________

Program: _________________________________________________________________________

A description of the Program can be found on the Program providers’ website. 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 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 does not administer Duke Approved programs which are provided by third parties. If your Program is a Duke Approved program, Duke University is not an agent of the program provider nor is the study abroad program an agent of Duke University. The Program is not administered by Duke University or persons over whom Duke University has authority, and is not subject to monitoring or assessment by Duke University.

C. Duke University cannot and does not provide any assurance that the Program will occur as described.

D. Safety and security risks are inherent in traveling to and living in unfamiliar settings.

E. 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.

F. 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.
G. 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.

H. Access to and/or the quality of medical care and treatment protocols may differ significantly from what the Student is accustomed.

I. There may be risk factors of which Student and Parent(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.

J. 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.

K. 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: ______________________________________________________________________________________________

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

DATE: __________________________________________________________________________________________________________