BACKGROUND: THE NEED

As a general rule, International Programs (IP) at Purdue University does not allow study abroad programs to go to countries that are under a State Department Travel Warning. These warnings, issued periodically by the US government, are widely — but not universally — used by universities in making decisions about which overseas sites are “safe.”

Issues arise, however, from many directions. The Travel Warnings are often not specific. Different regions of a country may present very different situations. Specific programs present different risk profiles. Given that no study abroad program, anywhere, is automatically “safe,” it has become clear that Purdue needs a way to respond flexibly to the information conveyed in Travel Warnings.

Many other schools have a process for making exceptions to policies which ban travel to countries under a State Department Travel Warning. This memo outlines a procedure we would recommend for Purdue, based on the experience of a number of other universities. The proposed procedure has been developed in consultation with all of the units listed below.

THE STUDY ABROAD SECURITY AND RISK ASSESSMENT COMMITTEE

This Committee would have the authority to approve the safety of programs and sites for study abroad, as well as the ability to cancel or revise programs. This would apply to all students (i.e. both graduate and undergraduate students) on all approved Purdue study abroad activities. Cancellations or revisions could take place in the absence of a Travel Warning or Public Announcement from the U.S. Department of State. The Committee’s findings would come as a recommendation to the Chief Global Affairs Officer, which, if approved, would be communicated by IP to relevant members of the faculty and administration.

The Study Abroad Security and Risk Assessment Committee would meet as needed, and would be composed of representatives of the following:

- Office of the Dean of International Programs (IP)
- Office of Programs for Study Abroad
- Office of the Dean of Students
- Office of Risk Management
- Office of Marketing and Media
- Office of the Vice President for Research
- Office of Emergency Planning and Preparedness
- Office of Purdue Police
- Office of the Comptroller
- One or more at-large country experts, not associated with the program (as needed, at the invitation of IP)

WAIVER DECISIONS

Requests for exemptions from Purdue’s overall policy will be evaluated on a program-by-program basis by the Study Abroad Security and Risk Assessment Committee. The request for an exception should be submitted to IP’s Office of Programs for Study Abroad and should clearly describe the following:

- The importance of this educational experience abroad for students, particularly with respect to its importance in their degree program;
- The geographic, cultural and political environment of the program and its relationship to safety and security issues in the country concerned;
• How specifically the program will work to ensure the safety and security of participants.

With respect to this last point, programs should provide as much detail as possible, including – but not necessarily limited to – information about the following:

• Modes of travel, routing, and other details related to reaching final destination;
• Orientations both prior to departure and on-site which include information on safety, health, legal, environmental, political, cultural, and security-related issues (with examples, if possible);
• The nature of the local support structure, including how much experience the program organizers (from both Purdue and the host institution) have in working with participants;
• Procedures for keeping track of students’ whereabouts and communicating this to Purdue (e.g. housing information, in-country contacts, mobile telephones, provisions for contacting students when they have free time away);
• An emergency response plan for dealing with crisis situations on the program site;
• An evacuation plan for moving participants off the site (including key decision makers and how resulting plans will be funded);
• A communication plan for how program leaders will monitor and report situations to Purdue officials during the operation of the program.
• Details of how faculty and other program supervisors will be trained in these procedures.
• Other relevant information associated with a specific waiver request.

OBLIGATIONS OF THE STUDY ABROAD PROGRAM(S) AFFECTED

If waivers are granted, program leadership will be required to oversee the following activities associated with carrying out the study abroad program before departure:

• Obtain student signatures on the “Waiver, Release, and Hold Harmless Agreement” form and return to the Purdue Office of Programs for Study Abroad (see appendix)
• Obtain supplemental emergency medical, evacuation, and repatriation insurance for students through the existing mechanism (Purdue Office of Risk Management)
• Ensure that all students who are U.S. citizens register online with the US Department of State

ADDITIONAL CONSIDERATIONS

Should a Travel Warning or other crisis situation present itself while a program is underway, IP will determine whether conditions warrant suspension of the program and/or departure of the student from the host country. When time permits, this will occur following appropriate consultation with program leaders, the Security and Risk Assessment Committee, on-site staff, area experts, peer institutions, and other organizations that offer programs abroad.

RESOURCES

The following resources were consulted in the preparation of this memo.

• Association of International Educators (NAFSA). “Responsible Study Abroad: Good Practices for Health and Safety.”
• Center for Global Education. Safety Abroad First - Educational Travel Information (SAFETI) Clearinghouse. Loyola Marymount University.
• The Forum on Education Abroad. “Standards of Good Practice for Education Abroad.”
• Indiana University, Office of Overseas Study
• Michigan State University, Office of Study Abroad
• University of Minnesota, Learning Abroad Center, International Programs
• University of Wisconsin, Madison, International Academic Programs
Waiver, Release and Hold Harmless Agreement For
Purdue University Students Intending to Study in Country Under Travel Warning

I hereby acknowledge that I have read the U.S. Department of State Travel Warning regarding travel to ___________________________ (the "Country of Travel") by United States citizens dated ___________________ and any Travel Alert regarding Country of Travel. I am aware that the State Department may issue additional or more severe warnings and I accept responsibility for keeping myself informed of such changes.

In spite of such information and warnings, I have voluntarily decided to travel to Country of Travel.

I understand that I am solely responsible for my own safety. I agree to exercise my best judgment and to follow the advice of program organizers, both at Purdue and abroad, but I recognize that in spite of such advice, no one can guarantee my safety.

I recognize that should I decide to come home before the end of the program because of security concerns, I will not be entitled to receive credit or a refund of tuition or any other fees or expenses paid for the program.

Furthermore, I (together with my parent or guardian, if I am under the age of eighteen or under a legal disability) represent, covenant and agree, on behalf of myself and my heirs, assigns, and any other person claiming by, under or through me, as follows:

1. I acknowledge that participating in this program and travel to stated Country of Travel involves certain risks (some of which I may not fully appreciate) and that injuries, death, property damage or other harm could occur to me or others. I accept and voluntarily incur all risks of any injuries, damages, or harm which arise during or result from my participation in this program and travel to stated Country of Travel, regardless of whether or not caused in whole or in part by the negligence or other fault of Purdue University, The Trustees of Purdue University, and/or its or their departments, affiliates, employees, trustees, officers, agents or insurers ("Released Parties").

2. I waive all claims against any of the Released Parties for any injuries, damages, losses or claims, whether known and unknown, which arise during or result from my participation in this program and travel to Country of Travel, regardless of whether or not caused in whole or part by the negligence or other fault of any of the Released Parties. I release and forever discharge the Released Parties from all such claims.

3. I agree to indemnify and hold the Released Parties harmless from all losses, liabilities, damages, costs or expenses (including but not limited to reasonable attorneys’ fees and other litigation costs and expenses) incurred by any of the Released Parties as a result of any claims or suits that I (or anyone claiming by, under or through me) may bring against any of the Released Parties to recover any losses, liabilities, costs, damages, or expenses which arise during or result from my participation in this program and travel to said Country of Travel, regardless of whether or not caused in whole or part by the negligence or other fault of any of the Released Parties.

4. I have carefully read and reviewed this Waiver, Release and Hold Harmless Agreement. I understand it fully and I execute it voluntarily.

5. I understand I am required to procure Purdue’s international travel medical/evacuation insurance coverage.

EXECUTED this __________ day of __________________, 20______.

___________________________________
Student Signature

___________________________________
Student’s Printed Name

___________________________________
Parent or Guardian Signature

___________________________________
Parent/Guardian Printed Name

(If student is under the age of eighteen or under a legal disability)

--- Return to Purdue University International Programs- Young Room 120---

Revised 9/22/2010