

## **Borderless Higher Education for Refugees Project Risk Management Protocol for YU Faculty, Staff and Graduate Students**

The Borderless Higher Education for Refugees Project (the “BHER Project”) is a development initiative funded by the Department of Foreign Affairs, Trade and Development (DFATD) of the Government of Canada. The BHER Project delivers higher education to refugees currently residing in the camps of Dagahaley, Hagadera, Ifo, Ifo 2, and Kambioos and local populations in Dadaab, in north-eastern Kenya. Informed by an approach to design and strengthen locally based educational services, the model used by the BHER Project undertakes to deliver on-line and/or on-site courses and programs that meet international standards, and are “portable” within the unique environment and circumstances of refugee camps and marginalized/remote communities. These programs will enhance the life chances of vulnerable youth from refugee and marginalized communities, and build educational and teaching capacity.

The BHER Consortium includes: **In Canada:** York University (“YU”) and the University of British Columbia (“UBC”); **In Kenya:** Kenyatta University (“KU”), Moi University (“MU”), and the Windle Charitable Trust (“WTK”).

As the lead institution in the grant, YU’s role is twofold: a) to manage the implementation of the BHER Project in accordance with requirements set by DFATD; and b) to provide, with the other universities and entities named above, on-site and/or on-line tertiary education to refugees and local Dadaab Kenyans. To accomplish these goals, YU staff will be deployed in Kenya from time to time. BHER Project travel includes the following sites: Dadaab town and the refugee camps Dagahaley, Hagadera, Ifo, Ifo 2, and Kambioos, Eldoret city and Nairobi, the capital of Kenya. Risks are inherent in the implementation of the BHER Project and in the region in general; including, with the most recent attack on Garissa University College on April 2, 2015, the risk of increased civil unrest. While some types of risk remain outside the control of the BHER Project, their impact can, to some extent, be minimized and contained for YU faculty and staff by following the guidelines stated below.

1. **Workplace Safety and Insurance Board (WSIB) Extended Coverage (Out of Province):** Those who are covered by WSIB must read and be aware of coverage for travel to Kenya (including the Dadaab region) (e.g., without limitation, only covered when actually ‘on the job’, performing work-related duties, and not when traveling to work or staying at a hotel). See Human Resources (HR) document entitled: Standard Operating Procedure – Human Resources for a variety of WSIB website information. <http://www.yorku.ca/hr/services/employees/illnessinjury.html>
2. **YUFA staff must clarify for themselves the extent of their medical coverage (e.g., without limitation, medical evacuation, no evacuation for other reasons, \$200 for vaccinations, repatriation of a body, etc.)**
3. **YUSA staff must clarify for themselves the extent of their medical coverage (e.g., without limitation, no medical evacuation unless covered by \$10,000 for medical emergency [lifetime], no evacuation for other reasons, \$200 for vaccinations, etc.)**
4. **CUPE 3903 unit 1, 2 or 3 staff must clarify for themselves the extent of their medical coverage.** For example, without limitation, CUPE 3903 does not have out of country coverage under their regular benefits.
5. **Europ-Assistance (Sun Life):** YUSA and YUFA and Research Associates/Assistants (depending on benefits provided to them) must clarify for themselves the requirements for Europ-Assistance in the event of a medical emergency arises (e.g., without limitation, medical emergency must be reported within a certain (short) time period; the staff member must designate a person at YU to fill out all necessary information, if the staff member is unable to do so.
6. **Research Associate/Assistant must clarify for themselves the extent of their medical coverage.**

7. **Graduate Students:** Since YU has no funded medical coverage for Graduate Students, they are required to buy a supplemental out of country health insurance policy when travelling for BHER Project, and to provide to YU the policy number of this insurance policy.
8. **Supplemental insurance coverage** is required for YUFA, YUSA, CUPE members and Research Associates/Assistants because existing packages do not cover losses caused or contributed by “acts of war” or in active war zones and evacuation in the event of a non-medical emergency. If YUFA, YUSA, CUPE members and Research Associates/Assistants elect to travel to the BHER Project site in Kenya, supplemental coverage including evacuation for medical and non-medical reasons must be purchased and evidence of the policy must be provided to YU. See Appendix 1 for a list of some of the issues to consider before buying insurance coverage.
9. **Cost of Insurance:** YUFA, YUSA, CUPE and Research Associate/Assistant are personally responsible for the cost of all insurance referred to above and this cost will not be reimbursed by the BHER Project.
10. **Appendix 2:** All BHER Faculty, Staff and Graduate Students who are travelling to Kenya or other countries for the BHER Project must first sign the document attached hereto as Appendix 2 and deliver it to the BHER Project Manager at the Centre for Refugee Studies, York University, 806 Kaneff Tower, 4700 Keele Street, Toronto, ON M3J 1P3. Prior to signing it, they should obtain whatever independent advice they deem necessary.
11. **Pre-departure orientation session** is a requirement for all travelling to Kenya prior to Appendix 2 being signed. In addition, BHER staff, (previous travelers to the BHER Project site) may be able to provide peer to peer guidance.
12. **Consulting travel advisories issued by the Government of Canada:** The Government of Canada updates travel advisories to Kenya on a regular basis. All Canadian BHER Faculty, Staff and Graduate Students who are travelling to Kenya are required to consult this site and accept the assignment to travel considering information provided on this site:  
<http://travel.gc.ca/destinations/kenya>
13. **Registration with DFATD:** Prior to each trip, all Canadian BHER Faculty, Staff and Graduate Students who are travelling to Kenya must register with <http://travel.gc.ca/travelling/registration>. Registration of Canadians Abroad is a free service offered by the Department of Foreign Affairs, Trade and Development (DFATD) of the Government of Canada that keeps you connected to Canada in case of an emergency abroad, such as an earthquake or civil unrest, or an emergency at home.
14. **Detention:** In the event of any unlawful detention, the team members should contact one of the Co-Leads: Professors Wenona Giles, 416-963-9134 or Don Diplo, 905 939 7075 or the Director, Risk Management Services, Finance Department, York University, 160-4747 Keele Street, Telephone: (416)736-5514 (Voicemail).
15. **Beneficiary Information:** All YU staff travelling on the BHER Project must ensure that their **beneficiary information** is up to date for their life insurance and pension benefits before travelling.
16. **Appendix 2 on each trip:** Prior to each trip, all YU staff travelling on the BHER Project must **review this BHER Risk Management Protocol** (to ensure that all insurance and other coverage has not expired, and conditions are the same and that all other items in this Risk Protocol have been dealt with) and must sign or re-sign Appendix 2 and deliver it to the BHER Project Manager at the Centre for Refugee Studies, 8<sup>th</sup> Floor, Kaneff Tower, 4700 Keele Street, Toronto, ON M3J 1P3.

## Appendix 1

The following questions will help you further assess your health insurance coverage:

Consider the amount of risk you are willing to take regarding your health and your life. It is your responsibility to ensure that you are covered by a provincial government health plan and/or by your employee health coverage **AND** have supplementary health insurance that covers international travel.

When considering/reviewing your supplementary health coverage and/or additional travel abroad health insurance, the following plan features are critical to the quality of the coverage:

- continuous coverage before departure and after return
- coverage renewable from abroad and for the maximum period of stay
- 24-hour emergency contact number in English (with translation services for health care providers in the host country who do not speak English)
- medical evacuation costs covered (costs may exceed \$50,000)
- hospitalization coverage for illness or accident
- coverage for doctors' visits and prescription medicines
- direct payment of bills abroad by the company so that you do not need pay, then wait for reimbursement
- pre-existing conditions limiting coverage of existing health concerns (make sure that your policy covers congenital or pre-existing conditions, such as asthma, diabetes, etc.)
- deductible costs; these may be quoted in dollars (e.g. \$100 per claim or \$200 per term of policy) or as co-insurance requiring a shared % of total bill (plans with 100% coverage are more expensive but may save you considerable cost in case of illness or an accident)
- repatriation of remains (in most cases, costs may exceed the coverage in your plan)
- life-time maximum for medical expenses due to accident or illness and hospitalization as high as possible since treatment for some types of injuries may exceed \$250,000 and go as high as \$1,000,000 plus
- emergency dental care
- ambulance and emergency transportation
- exclusions which significantly limit coverage during your desired travel or sojourn abroad (ensure all regions and countries of travel are covered)

The above list is not exhaustive and it is your responsibility to protect and cover yourself to the extent that you wish.

Once you have considered the above information, choose the plan or plans that best suit your needs and which are satisfactory to you.

## Appendix 2

### YORK UNIVERSITY BHER PROJECT AKNOWLEDGEMENT, AGREEMENT, ASSUMPTION OF RISKS, RESPONSIBILITY, RELEASE, WAIVER, AND INDEMNITY AGREEMENT

**Warning! By Signing This Legal Document, You Give Up Certain Legal Rights,  
including the Right to Sue**

#### PLEASE READ CAREFULLY

In consideration of being permitted to participate in the York University Borderless Higher Education for Refugees (“BHER”) Project including: research and/or teaching, project management at: Dadaab town and the refugee camps Dagahaley, Hagadera, Ifo, Ifo 2, and Kambioos, Eldoret city and Nairobi, the capital of Kenya. (the “BHER Project”) I acknowledge and agree as follows:

1. **Assumption of Risks:** My participation in the BHER Project will take me away from Canada for an extended period of time. During this period, I will be in unfamiliar surroundings and exposed to risks to my person and possessions. These risks, dangers, and hazards include, without limitation, the possibility of loss, illness, injury and even death as a result of any or all of the following:

- a. travel to and from Canada, various locations to be visited as part of the BHER Project by aircraft, train, bus, public/private motor vehicle, and/or by other alternative transportation systems;
- b. street crime, armed robberies, carjacking, rape, credit card fraud, and diseases not common in Canada;
- c. the medical facilities in the location of the BHER Project are of a lower standard than expected in Canada and are limited;
- d. the location of the BHER Project may have hazards resulting from military and/or terrorist activity, previous or present, such as unexploded land mines and munitions; and
- e. there are many aspects of travel that are outside of the direct control of York University.

I confirm that I have decided to participate in the BHER Project and that I freely and voluntarily accept and assume all risks, dangers and hazards related to my participation in the BHER Project, including, without limitation, those outlined above.

2. **Assumption of Responsibility:** I hereby agree, confirm and acknowledge:

- a. to abide by the rules of the BHER Project that have been provided to me in the Terms of Reference or Contract and all applicable policies, procedures, guidelines, rules, regulations and codes governing staff, faculty, research and student conduct of York University;
- b. to abide by the laws of Kenya;
- c. to obtain any visas or permits to travel to Kenya. I confirm that I have obtained any and all such visas and permits or that I will do so upon my arrival in Kenya;
- d. to be responsible for obtaining any vaccinations or inoculations that are recommended or required by the government of Kenya or by the Canadian Government as per the Foreign Affairs, Trade and Development Canada – Travel Advice and Advisories. I confirm that I have obtained any and all such vaccinations and inoculations;
- e. that I have made appropriate travel arrangements;

- f. that I have obtained adequate and sufficient medical, personal health, dental and accident insurance coverage, life insurance, as well as protection and coverage for my personal possessions, for the duration of the time that I will be away from Canada;
- g. that York University does not carry accident or injury insurance for my benefit and there may be matters for which I could be held financially responsible, for my own expenses or losses of those of other persons, particularly if I am at fault personally in the cause of such expenses or losses. I confirm that I have appropriate liability insurance coverage;
- h. that I am accountable in all respects for my own actions, omissions and negligence, and I shall not ask York University, its Board of Governors, officers, employees, and agents to assume or accept the consequences thereof. Further, I acknowledge that I am responsible for any claims made by third parties against York University, its Board of Governors, officers, employees, and agents in relation to such actions, omissions and negligence;
- i. that I have been advised by York University of such risks, dangers and hazards as well as the need to act in a responsible and reasonable manner at all times;
- j. that York University does not supervise any of the living arrangements associated with the BHER Project, or extracurricular activities during my participation in the BHER Project and that York University ceases to be my sponsor should I elect to remain abroad at the location of the BHER Project or go elsewhere outside of the direction of the BHER Project; and
- k. that it is my responsibility to learn as much as possible about the risks, dangers and hazards of the BHER Project, to weigh those risks, dangers and hazards against the advantages.

**3. Acknowledgements and understandings.** I hereby acknowledge and understand that:

- a. my participation in the BHER Project might not be completed or individual activities may be curtailed or cancelled, due to weather, illness, political disturbances, terrorism, motor vehicle accidents, transportation problems and/or accidents, ethnic violence, failure to perform on part of the travel agents, airlines or tour companies, problems relating to customs, immigration or visa requirements;
- b. it is my sole responsibility to obtain a valid passport or other satisfactory proof of residency as accepted for entrance into and exit from above noted location;
- c. I must maintain a high level of personal security awareness, monitor local news reports closely, and avoid large crowds or gatherings;
- d. there are further risks mentioned in the most current Government of Canada – Country Travel Advice and Advisories (<http://travel.gc.ca/travelling/advisories>) which I am required to read as a condition of my participation in the BHER Project and I acknowledge that I have read same; and
- e. York University is not able to ensure my safety or control my exposure to such risks, dangers and hazards.

**4. Release, Waiver and Indemnity:** I hereby release York University, its Board of Governors, officers, employees, agents, successors and assigns (the “Released Parties”) from any and all losses, liabilities, damages, injuries including death, and any other liability of any kind including negligence, howsoever arising out of or in connection with my participation in the BHER Project or travel abroad, and I hereby waive all claims, demands, lawsuits, costs, and expenses I may incur including legal fees and disbursements.

I agree that I shall indemnify and hold harmless the Released Parties from any and all losses, liabilities, damages, injuries, claims, demands, lawsuits, costs, expenses including legal fees and disbursements, and any other liability of any kind including negligence, howsoever arising out of or in connection with my participation in the BHER Project or travel abroad.

**5. Risk Management Protocol:** I acknowledge and confirm to York University that I have complied with all of the requirements set forth in the Risk Management Protocol which is attached hereto as Schedule A (the “Risk Protocol”).

Document History: Approved by BHER Project, August 12, 2013; Revised: August 9, 2014; Revised April 20, 2015

6. **Designation in emergency:** Pursuant to section 5 of the Risk Protocol, I hereby designate the following person at York University to fill out all information if I am unable to do so:

\_\_\_\_\_  
Name, Address and Telephone Number

7. **Insurance:** The particulars of insurance pursuant to sections 7 and 8 of the Risk Protocol are set forth on the attached Schedule B. I agree to notify York University immediately if any such particulars change and to provide updated particulars.

8. **Emergency Contacts:** The particulars of my emergency contacts while I am away are set forth on the attached Schedule B. I agree to contact York University immediately if any such particulars change and to provide updated particulars. I authorize York University to contact such emergency contacts with information about me in case of an emergency or in circumstances affecting my health and/or safety. I confirm that I have informed my emergency contacts about my designation of them as my emergency contacts and about all aspects of my involvement in the BHER Project, including the nature of any possible risks.

9. **Governing Law:** This Agreement is governed by the laws of the Province of Ontario and federal laws of Canada applicable therein.

10. **Survival of Agreement:** This Agreement survives termination of my participation in the BHER Project.

11. **No modification:** This Agreement cannot be modified or interpreted except with the consent of York University and no oral modification or interpretation is valid.

12. **Binding Agreement:** This Agreement is binding upon me, my heirs, next of kin, executors, administrators, representatives, successors and assigns.

13. **Acceptance:** I acknowledge that I have read and understand and accept completely this document and that I have obtained whatever independent advice I deemed necessary before signing it and that I am signing it of my own free will.

**I HAVE READ THIS DOCUMENT CAREFULLY AND I ACKNOWLEDGE MY RESPONSIBILITIES AND THE EFFECT OF THIS LIABILITY WAIVER.**

PLEASE PRINT

Participant Name: \_\_\_\_\_

Employee/Student Number \_\_\_\_\_

Permanent Address: \_\_\_\_\_

(street, city, province, postal code)

Permanent Telephone: (\_\_\_\_) \_\_\_\_\_

\_\_\_\_\_  
(Signature of Participant)

\_\_\_\_\_  
(Signature of Witness as to Signature of Participant)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Name of Witness)

**Privacy:** Personal information in connection with this form is collected under the authority of *The York University Act, 1965* and will be used for the purpose of administering your participation in the BHER project. If you have any questions about the collection, use and disclosure of your personal information by York University, please contact: Office of Research Services: 416-736-5055

**SCHEDULE A**

**Borderless Higher Education for Refugees Project  
Risk Management Protocol for YU Faculty, Staff and Graduate Students**

**APPEND HERE**

**SCHEDULE B**

**Borderless Higher Education for Refugees Project**

**EMERGENCY CONTACT FORM FOR YORK UNIVERSITY STAFF**

**Privacy:** Personal information in connection with this form is collected under the authority of *The York University Act, 1965*. York University will use this information to contact your designated persons in the event of an emergency or circumstances affecting your health or safety. If you have any questions about the collection, **use and disclosure of this information** by York University, please contact: Coordinator International Mobility Programs, York International, 200 York Lanes, 416-736-5177.

**(please print)**

**Traveler's Personal Information:**

Name: \_\_\_\_\_ Month and Day of Birth: \_\_\_\_\_

Student/Employee Number: \_\_\_\_\_ Dates of Travel: \_\_\_\_\_

Citizenship: \_\_\_\_\_ Passport Number: \_\_\_\_\_

Locations to be visited: \_\_\_\_\_

Accommodation/contact information while abroad: \_\_\_\_\_

Insurance Carrier and Policy Number \_\_\_\_\_  
*(may be supplied later by email)*

**Emergency Contact Information:**

**Contact 1**

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Address: \_\_\_\_\_  
(street, city, province, postal code)

Telephone: (h) (\_\_\_\_) \_\_\_\_\_ (w) (\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_

**Contact 2**

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Address: \_\_\_\_\_  
(street, city, province, postal code)

Telephone: (h) (\_\_\_\_) \_\_\_\_\_ (w) (\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_

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