

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

The Borderless Higher Education for Refugees Project is a development initiative funded by the Foundation Open Society Institute (FOSI), a Swiss charitable foundation within the Open Societies Institute as part of the Higher Education Support Program (“BHER-OSF Project”).

The BHER-OSF Project delivers higher education to refugees currently residing in the camps of Dagahaley, Hagadera, Ifo, Ifo 2, 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-OSF 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-OSF Consortium includes:

**In Canada:** York University (“YU”)

**In Kenya:** Kenyatta University (“KU”), Moi University (“MU”), and the Windle International Kenya (“WIK”).

As the lead institution in the grant, YU’s role is twofold: a) to manage the implementation of the BHER-OSF Project in accordance with requirements set by FOSI; 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-OSF Project travel includes the following sites: Dadaab town, Kenyatta University’s Dadaab Centre (also known as the BHER Learning Centre, located right outside Dadaab town), Kakuma refugee camps, Kalobeyei Integrated Settlement, and Nairobi city, the capital of Kenya. Risks are inherent in the implementation of the BHER-OSF Project and in the region in general; there is always the potential of civil unrest. All Government of Canada travel advisories are reviewed before any travel commences.

While some types of risk remain outside the control of the BHER-OSF Project, their impact can, to some extent, be minimized and contained for YU faculty and staff by following the guidelines stated below.

### ***Health, Safety and Insurance***

#### **Workplace Safety and Insurance Board (WSIB)**

Workplace Safety and Insurance Board (WSIB) Extended Coverage (Out of Province): York University employees are covered by the Ontario Workplace Safety & Insurance Board (WSIB) for illness or injury sustained arising out of and in the course of the employment. WSIB also extends coverage while travelling from Canada to the first point of arrival in the destination country (i.e. coverage is not applicable while travelling locally within Kenya). For additional information on coverage, please contact the Health, Safety and Employee Well-Being unit of Human Resources at [EWB@yorku.ca](mailto:EWB@yorku.ca)

#### **Health Consultation Prior to Travel**

A consultation with your health professional is strongly advised well before travel commences to determine if any vaccinations or other precautions would be appropriate for your personal health and well being. The Public Health Agency of Canada publishes guidelines for travelling to Kenya and should be consulted well in advance of departure. Please note that reimbursement for any vaccines are subject to the limitations in your employee group benefits, if applicable.

<http://www.phac-aspc.gc.ca/tmp-pmv/countries-pays/country-pays-eng.php?id=276>

## Employee Groups Benefits

1. **YUFA staff** must clarify for themselves the extent of their YU benefit coverage (e.g., without limitation, medical evacuation, no evacuation for other reasons, repatriation of a body, etc.).
2. **CPM staff** must clarify for themselves the extent of their YU benefit coverage (e.g., without limitation, no medical evacuation unless covered by \$10,000 for medical emergency [lifetime], no evacuation for other reasons, etc.)
3. **YUSA staff** must clarify for themselves the extent of their YU benefit coverage (e.g., without limitation, no medical evacuation unless covered by \$10,000 for medical emergency [lifetime], no evacuation for other reasons, etc.)
4. **CUPE 3903 unit 1, 2 or 3 staff** must clarify for themselves the extent of their YU benefit coverage. For example, without limitation, CUPE 3903 does not have out-of-country coverage under their regular benefits.
5. **Research Associates/Assistants** must clarify for themselves the extent of any group benefits coverage or personal insurance benefits.
6. **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 the BHER-OSF Project, and to provide to YU the policy number of this insurance policy.

## Supplemental Insurance Coverage

Supplemental insurance coverage is required for all YUFA, CPM, YUSA, CUPE 3903 members and Research Associates/Assistants and students travelling to Kenya for project work as University provided benefit coverage does 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, CPM, YUSA, CUPE 3903 members and Research Associates/Assistants and students elect to travel to the BHER-OSF 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.

## Cost of Insurance

All YUFA, CPM, YUSA, CUPE 3903 employees, Research Associates/Assistants and students who elect to travel to Kenya for BHER-OSF project work are personally responsible for the cost of any and all supplemental travel insurance referred to above or any additional personal travel insurance. These costs will not be reimbursed by the BHER-OSF Project.

## Insurance Coverage outside Canada through Employee Group Benefits

You may be eligible for some insurance coverage outside Canada for certain situations if you participate in group benefits provided by York University for your employee group. YUFA, CPM and YUSA employees must review their YU benefits booklet to determine limitations of coverage.

## Appendices

### *Appendix 1:*

Issues to consider before purchasing insurance coverage

## *Appendix 2: Mandatory Indemnity Agreement*

All BHER-OSF Faculty, Staff and Graduate Students who are travelling to Kenya or other countries for the BHER-OSF Project must first sign the document attached hereto as Appendix 2 and deliver it to:

BHER-OSF Project Manager  
c/o Office of the Dean, Faculty of Education,  
Winters 242  
York University  
4700 Keele Street  
Toronto, ON M3J 1P3

**\*\*\*\*Prior to signing this document, you should obtain whatever independent advice you deem necessary.\*\*\*\***

### **Before every trip to Kenya for the BHER-OSF project**

- a. *Attend a pre-departure orientation session* - This is a requirement for every staff member or student travelling to Kenya prior to Appendix 2 being signed. You will be contacted by BHER-OSF staff to arrange a mutually convenient date. Previous project travelers may also be able to provide peer to peer guidance.
- b. *Complete a new indemnity document* and deliver to the BHER-OSF Project Manager at the address shown above. All YU staff and students travelling to Kenya for the BHER-OSF project must complete a new indemnity document for each and every trip, including updating section 6 (emergency designate), as applicable.
- c. *Consult travel advisories issued by the Government of Canada:* The Government of Canada updates travel advisories to Kenya on a regular basis. All Canadian BHER-OSF 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>
- d. *Register with the Government of Canada* : Prior to each trip, all Canadian BHER-OSF faculty, staff and graduate students who are travelling to Kenya must register with the Government of Canada <http://travel.gc.ca/travelling/registration>. Registration of Canadians Abroad is a free service offered by Global Affairs Canada of that keeps you connected to Canada in case of an emergency abroad, such as an earthquake or civil unrest, or an emergency at home.
- e. *Review All insurance coverage* (including multi-trip insurance coverage, if purchased) to ensure that coverage has not expired, and conditions are the same and that all other items in this Risk Protocol have been reviewed and are in order.
- f. *Review Beneficiary Information:* All YU staff travelling on the BHER-OSF Project must ensure that their beneficiary information is up-to-date for their life insurance and pension benefits before travelling and provide any changes, as applicable to the YU Pension and Benefits office.
- g. *Contact Immediately – ICE* - For any emergency situation outside Canada including but not limited to **unlawful detention**, team members should contact the project Lead: Professor Don Dippo, 905 939 7075 or the Director, Risk Management Services, Finance Department, York University, 160-4747 Keele Street, Telephone: 416-736-5514 (Voicemail).

### **Travel Information reminders**

- Review passport expiry date and ensure that it is valid for a minimum of six months beyond expected date of return. If not, a new passport must be obtained.
- Obtain required visas for Kenya and any intermediary transit and/or stopover points
- Provide a copy of your travel itinerary to the BHER-OSF Project Manager

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## 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-OSF 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 Project funded by the Foundation Open Society Institute (FOSI), a Swiss charitable foundation within the Open Societies Institute as part of the Higher Education Support Program (“BHER-OSF Project”) including: research and/or teaching, project management at: Dadaab town, Kenyatta University’s Dadaab Centre (also known as the BHER Learning Centre, located right outside Dadaab town), Kakuma refugee camps, Kalobeyei Integrated Settlement, and Nairobi city, the capital of Kenya. I acknowledge and agree as follows:

1. **Assumption of Risks:** My participation in the BHER-OSF 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-OSF 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-OSF Project are of a lower standard than expected in Canada and are limited;
  - d. the location of the BHER-OSF 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-OSF-OSF Project and that I freely and voluntarily accept and assume all risks, dangers and hazards related to my participation in the BHER-OSF 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-OSF 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 Government of 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-OSF Project, or extracurricular activities during my participation in the BHER-OSF Project and that York University ceases to be my sponsor should I elect to remain abroad at the location of the BHER-OSF Project or go elsewhere outside of the direction of the BHER-OSF Project; and
- k. that it is my responsibility to learn as much as possible about the risks, dangers and hazards of the BHER-OSF 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-OSF 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 (<https://travel.gc.ca/travelling/advisories>) which I am required to read as a condition of my participation in the BHER-OSF 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-OSF 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-OSF 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”).

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:

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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-OSF 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-OSF 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: _____<br><small>(street, city, province, postal code)</small> |  |
| Permanent Telephone: (____) _____  |  |
| _____  | _____  |
| <small>(Signature of Participant)</small>  | <small>(Signature of Witness as to Signature of Participant)</small> |
| Date: _____  | _____  |
|  | <small>(Name of Witness)</small>                                     |

**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-OSF project. If you have any questions about the collection, use and disclosure of your personal information by York University, please contact: Office of the Dean, Faculty of Education 416-736-5667

**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 (\_\_\_\_\_) \_\_\_\_\_