

**DukeEngage 2025 Participation Agreement  
(European Economic Area)**

**Student Full Name:** \_\_\_\_\_ (“Student”)

**Parent or Legal Guardian** (indicate signer’s relationship to Student)

Parent (“Parent”)       Legal Guardian (“Guardian”)

**Parent/Legal Guardian Full Name:** \_\_\_\_\_

**DukeEngage will enroll Student in Program only after Student signs this document and the Medical Disclosure Form and completes all other registration requirements as detailed in the DukeEngage online application system, which can be found at <https://my.experientialed.duke.edu/>.**

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

**READ THIS AGREEMENT CAREFULLY AND FULLY**

THIS IS A LEGAL AGREEMENT. IT AFFECTS ANY RIGHTS STUDENT OR PARENT OR GUARDIAN MAY HAVE IN REGARDS TO STUDENT PARTICIPATION IN THE PROGRAM, INCLUDING IF STUDENT IS INJURED OR OTHERWISE SUFFERS DAMAGES WHILE PARTICIPATING IN THE PROGRAM.

BEFORE YOU SIGN THIS AGREEMENT, YOU SHOULD READ THE ENTIRE AGREEMENT AND SEEK INPUT FROM A LEGAL ADVISOR IF YOU DO NOT UNDERSTAND ANY ELEMENT OF IT.

**PROCESS FLOW**

- 1) STUDENT WILL REVIEW AND ELECTRONICALLY SIGN THIS AGREEMENT.
- 2) ONCE STUDENT SIGNS THIS AGREEMENT, STUDENT WILL RECEIVE AN EMAIL WITH INSTRUCTIONS TO SEND THE AGREEMENT TO A PARENT OR GUARDIAN FOR REVIEW AND SIGNATURE.
- 3) ONCE STUDENT AND A PARENT OR GUARDIAN SIGN THIS AGREEMENT, BOTH WILL RECIVE A FULLY SIGNED COPY FOR THEIR RECORDS.

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 “**DukeEngage**”), (2) Student, and (3) Parent or Guardian. This Agreement shall be effective as of when Student, and Parent or Guardian, submit this

signed Agreement to Duke, confirming enrollment in the Program. Each of Duke, Student, and Parent or Guardian agree as follows:

**A. Program Description**

Student, and Parent or Guardian, can find a description of the Program as presently structured on the DukeEngage website. See <https://dukeengage.duke.edu/group-programs/>. Duke reserves the right at any time to add, modify, or remove elements of the Program, or to cancel the Program, as Duke reasonably determines to be necessary based on changed conditions, the interest of the group, or emergencies.

Student, and Parent or Guardian, have each read, understand, and acknowledge the requirements of the Program as described in the Program Description and each represents that Student is able to meet those requirements, with or without reasonable accommodations. Further, Student, and Parent or Guardian, each understand that, if at any point, Duke determines that Student is unable to meet the requirements, with or without accommodations, Duke may remove the Student from the Program.

Duke has a reasonable accommodations process through which Student can request disability accommodations. Student, and Parent or Guardian, can find information about this process here: <https://access.duke.edu>. Duke encourages Student, and Parent or Guardian, to raise any potential concerns or modifications that they may need to request as early as possible by contacting [dukeengage@duke.edu](mailto:dukeengage@duke.edu).

**B. Program Cancellation Policy**

Duke University cannot provide any assurance that a DukeEngage Program will occur as described. Changes may be required as deemed necessary or advisable by Duke in light of health, safety, or security considerations or programmatic interests of DukeEngage.

If Program is cancelled before it begins due to low enrollment or any other reason, DukeEngage will advise students but makes no guarantee of placement in other DukeEngage programs and has no further liability to students.

**C. Student Eligibility to Participate**

To be eligible to participate in DukeEngage, Student must be currently enrolled and have completed two semesters of coursework at Duke prior to the dates of the Program. Student must return to campus within six months after the Program and complete at least one additional semester at Duke. Student must remain in good academic and disciplinary standing between the signature date of this Agreement and the end of the Program. Student must promptly notify DukeEngage of any changes to

academic or disciplinary status between the date of this Agreement and the end of the Program.

If placed on disciplinary or academic probation while participating in DukeEngage, Student will be required to leave the Program. Academic or disciplinary withdrawal will be considered an involuntary withdrawal and may require repayment of funds to DukeEngage. See [Withdrawal or Termination Policy](#) for responsibility-to-pay requirements.

#### **D. Student Obligations**

##### **1. Compliance with the Duke Community Standard**

Without regard to this Agreement, if Student is enrolled in a degree-granting program at Duke, Student is and remains subject to the behavioral requirements and process set forth in the Duke Community Standard and remains so during the Program (hereafter “**Standard**”). See <https://registrar.duke.edu/bulletins/>. In addition, Student may also be subject to standards and processes imposed by a third party who assists in delivering the Program.

Student, and Parent or Guardian, acknowledge that the Standard may not provide the same process and procedures as the standards and processes imposed by a third party. Further, Student, and Parent or Guardian, acknowledge that the requirements set forth in the Standard generally assume that Student is located on Duke’s main campus in Durham, North Carolina. Duke will apply the Standard at its discretion given the unique circumstances of the Program, and application of the Standard may not necessarily be the same that it would be if Student were located on Duke’s main campus.

##### **2. Compliance with Laws**

While participating in the Program, whether inside or outside of the United States, Student must comply with all applicable laws and regulations of any locale where Student is located, including those regarding possession, use, manufacture, production, sale, exchange, or distribution of alcohol, illicit drugs, or controlled substances.

Duke prohibits members of its community, both individuals and groups, from manufacturing, selling, delivering, possessing, using, or being under the influence of a controlled substance without legal authorization. Violations of this Standard could result in Student’s removal from DukeEngage and/or Duke.

If the Program takes place outside of the United States, Student acknowledges that the laws outside of the United States may be significantly different from the laws inside of the United States and that Student is also required to comply with all such laws and regulations. If Duke determines that Student has violated a law while Student is participating in the Program, Duke will terminate Student’s participation in the Program.

### 3. Commitment Policy

DukeEngage Programs are designed as a full-time commitment. Each Program has established start and end dates. Students may not arrange to arrive after their Program's official start date or leave before the Program's official end date and must be present for and participate fully in all elements of their Program as set out in the Program description.

### 4. Reporting Obligations

If Student is a victim of a crime or if a police or security authority questions, detains, or arrests Student, Student agrees to notify the appropriate Program staff as soon as possible after the incident, as well as Duke. If crime is of a sensitive nature, and Student would like to speak with a confidential resource, a list of those resources can be found at <https://oie.duke.edu/how-we-work/reporting-process/reporting-resources/>.

### 5. Pre-Departure Requirements

As a condition of participation, Student must comply with all pre-departure requirements established by DukeEngage by any applicable deadlines. A list of pre-departure requirements can be found on the DukeEngage website at <https://dukeengage.duke.edu/policies-requirements/>. In addition, DukeEngage may communicate additional pre-departure requirements to Student, and Parent or 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.

### 6. Passport and Visa Requirements

#### *Passports*

As a valid passport is a prerequisite for applying to DukeEngage international programs, Duke does not pay for passport services. If traveling abroad, Student must submit valid passport information by the assigned deadline. The expiration date of the passport must be at least six months after the date on which Student's DukeEngage program concludes, and the passport must contain at least two blank pages (not including amendment pages).

#### *Visas*

It is the sole responsibility of Student, if travelling internationally, to obtain necessary permissions to enter or remain in a country. A Duke visa expeditor will assist Student in applying for a visa or other travel documentation if needed.

DukeEngage will cover the cost of the visa, provided the student submits all necessary documents by the assigned deadline.

#### 7. Program Participation Requirements

In addition to work, the Program will include required enrichment and reflection exercises, excursions, field trips, as well as other activities that are germane to the Program. Student must participate in all such activities unless exempted by the Program Director.

#### 8. Visitor Policy

Visitors, including without limit parents or guardians, children, friends, and relatives, are not allowed at DukeEngage Program sites and may not participate in any DukeEngage programming.

#### 9. Export Controls

Student must remain compliant with U.S. laws controlling the export (or disclosure) of both goods and technology and with sanctions upon certain foreign countries. See <https://export.duke.edu/travel-overseas> for more information.

#### 10. Withdrawal or Termination Policy

Duke may terminate Student's participation in the Program, either prior to departure or during the Program, if Duke determines in its sole discretion that: (a) Student has violated a local law or regulation, (b) Student is accused of or has failed to comply with the Standard, (c) continued Student participation in the Program poses a risk to the health, safety, or welfare of the Student or others, (d) Student is put on academic or disciplinary probation by Duke during the course of the Program, or (e) continued Student participation in the Program will materially disrupt the Program.

Any condition that causes Student to delay or not fully complete the Program must be fully reported, in writing, to the DukeEngage Associate Director of Operations within 72 hours of occurrence.

Student shall not be liable for repayment of the cost of the DukeEngage Program in the event Student is prevented/delayed from beginning and/or completing the Program due to causes beyond Student's reasonable control and occurring without Student negligence, such as but not limited to natural disaster, war or civil unrest, and breakdowns in commercial transportation. Under these circumstances, Student must refund a pro-rated portion of the stipend and relinquish any unused airline tickets to DukeEngage.

If Student withdraws or is withdrawn from the Program any time after committing formally to the Program, Student, or Parent or Guardian, will reimburse Duke for all expenditures made on Student's behalf, including but not limited to airfare, vaccination and visa costs, and payments to businesses that have provided goods and services. Student will also reimburse DukeEngage for stipend funding. If Student leaves the Program after it begins, Student, or Parent or Guardian, is also financially responsible for non-scheduled transportation and any incidental travel expenses back to Student's original point of departure. If Student withdraws any time after confirming acceptance, or is dismissed for any reason, Student is barred from future participation in DukeEngage and Student participation in DukeEngage will not be recorded on Student's University transcript.

#### 11. Additional Policies and Requirements

The following additional DukeEngage Policies and Requirements, as well as the Policies outlined in this Agreement, may be found on the DukeEngage website at <https://dukeengage.duke.edu/policies-requirements/>:

- a) Funding Policy
- b) Pre-Departure Requirements
- c) Travel Policy
- d) Electronics Policy
- e) Student Consent to Photography

#### **E. Health and Safety**

##### 1. New Environment

Student, and Parent or Guardian, recognize that adjusting to a new environment, 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 conditions, Student, and Parent or Guardian, agree that Student will consult with a medical professional before departure to discuss the potential stress and difficulty of the Program in light of the history. By signing this Agreement, Student, and Parent or Guardian, represent that Student has anticipated how an unfamiliar environment and stress factors may impact Student's mental and physical health and has determined that the Program is a healthy choice for Student at this time.

Student, and Parent or Guardian, represent that they will continue to evaluate how an unfamiliar environment and stress factors are impacting Student's mental and physical health and will notify Duke if the Program should become a less than

healthy choice for Student at any point in time.

2. Maintaining Health and Obtaining Medical Care

Student, and Parent or Guardian, understand, acknowledge, and agree Student is fully responsible for proper care and maintenance of Student's health during the Program, including promptly seeking medical care when reasonably necessary and taking all medications as directed. If informed of a medical need, Duke will provide reasonable assistance to Student.

3. Access to Medical Care

Duke makes no representation or warranty with respect to access to medical care and medical care facilities while Student is participating in the Program. Further, Student, and Parent or Guardian, each understand and acknowledge that access to and/or the quality of medical care and treatment protocols in the location of the Program may differ significantly from that to which Student is accustomed.

4. Medical Care Expenses

Student, and Parent or Guardian, each understand, acknowledge, and agree that all medical expenses incurred before, during, and after the Program (including during travel to and from the Program) are solely the responsibility of Student, and Parent or Guardian, including if Student consents to medical evaluation or treatment pursuant to [Section E.7](#) below. Student, and Parent or Guardian, understand that medical providers often require patients to pre-pay medical care expenses and may not accept insurance.

5. Medical Insurance

During the Program, Student shall have and maintain health and accident insurance through either (a) the Duke University Student Medical Insurance Plan ("SMIP") or (b) a U.S.-based policy of comprehensive health and accident insurance that covers injuries and illnesses sustained during or because of Student participation in the Program. If Student does not rely on SMIP, Student, and Parent or Guardian, should each confirm the alternative insurance coverage is comparable to the SMIP in all material respects, including coverage for out-of-network costs, either in the United States or internationally. Other than enrollment of Student in SMIP, if Student elects this option, Duke shall not provide medical insurance for Student.

6. Emergency Evacuation and Emergency Medical Care

During the Program, Duke will make all reasonable attempts to facilitate emergency evacuation and/or emergency medical care necessitated by health, safety, or security concerns as determined by Duke. Student, and Parent or Guardian, understand and acknowledge that Duke may be unable or limited in its ability to facilitate emergency evacuation and/or emergency medical care if Student is in a location for which Duke is



unable to engage a reliable and reputable service provider on a timely basis to coordinate the provision of emergency evacuation and/or emergency medical care.

#### 7. Consent to Medical Treatment

Student, and Parent or Guardian, each authorize Duke to seek emergency diagnostic or medical treatment in any setting in the event that Duke is aware, informed, and reasonably understands that Student requires emergency diagnostic or medical treatment while participating in the Program and that Student is unable to seek such treatment.

Student, and Parent or Guardian, each further authorize Duke to authorize emergency diagnostic or medical treatment in the event that a medical professional advises that Student requires emergency diagnostic or medical treatment or care while participating in the Program and Student is unable to consent to such treatment. Student, and Parent or Guardian, acknowledge that Duke may have limited ability to evaluate the circumstances and may be relying on information provided by others.

Duke will make a good-faith effort to contact Student's emergency contact as identified by Student prior to seeking or authorizing care. If notification is not feasible under the circumstances, Student, and Parent or Guardian, each understand that Duke will inform Student's emergency contact, as soon as reasonably practicable, of any diagnoses made and/or treatment or care provided.

Student, and Parent or Guardian, each understand that by authorizing Duke to seek emergency diagnostic and/or medical treatment and by Duke agreeing to do so, no special relationship is created between Student and Duke or between Parent or Guardian and Duke.

#### F. Fellowship, Student Expenses and Personal Losses, and Taxes

##### 1. Fellowship

DukeEngage hereby awards Student a fellowship in an amount calculated to cover all expenses of Student participation in the Program with the exception of those expenses clearly specified in this Agreement or in the Funding Policy outlined on the DukeEngage website at <https://dukeengage.duke.edu/policies-requirements/>.

##### 2. Student Expenses and Personal Losses

DukeEngage is not responsible for and will not reimburse Student for loss of personal possessions and funds.



3. Taxes

Duke maintains the DukeEngage Fellowship is for the express purpose of covering expenses associated with Student’s participation in the Program and, therefore, the value it represents is not compensation for work performed for Duke.

At the same time, Duke assumes no responsibility for Student tax positions, including whether or how to report the value of the Fellowship; and makes no representations as to whether the Internal Revenue Service (IRS) might view the value of the Fellowship as taxable income. Student, and Parent or Guardian, understand and acknowledge the possibility the IRS may view the value of the Fellowship, or some portion of it, as taxable income and, if so, Student will be solely responsible for all tax obligations related to the Fellowship payment. In order to allow Student to evaluate and fulfill tax obligations, if any, DukeEngage will provide to Student at the start of the calendar year following the Program a courtesy letter stating the total value of the Fellowship, with itemized amounts for the component parts of the overall value. Student should consult with a tax advisor as necessary and keep the courtesy letter as a record for tax-filing purposes.

**G. Privacy and Data Consents**

1. Duke Privacy Notice

Duke maintains a Privacy Notice available at <https://oarc.duke.edu/privacy>.

There is a Data Privacy Policy for the Program that Duke will provide to Student, and Parent or Guardian. Student, and Parent or Guardian, must sign this Policy.

2. Explicit Consents

Student must fill out and sign the Explicit Data Processing Consent form that Duke will provide to Student.

3. Family Educational Rights and Privacy Act of 1974 (FERPA)

The Family Educational Rights and Privacy Act of 1974 (FERPA) establishes standards concerning the privacy of student education records and the rights of students to inspect and review their education records. Under FERPA, Duke may notify Parent or Guardian when there is a significant threat to Student’s health and safety, including where Student has violated Duke rules or policies or public law concerning alcohol or another controlled substance. The decision to notify Parents/Guardians in such situations will be made according to the professional judgment of appropriate staff and does not require prior consent of Student. Student may or may not be consulted in the notification process. For avoidance of doubt, however, Student hereby consents to Duke notifying Parent or Guardian when there is a significant threat to Student’s health or safety.



## H. Benefits/Assumed Risks, Possible Harm, Waiver and Release

PLEASE READ THIS PART OF THIS AGREEMENT EXTRA CAREFULLY. IT AFFECTS RIGHTS STUDENT MAY HAVE IF STUDENT IS INJURED OR OTHERWISE SUFFERS DAMAGES WHILE PARTICIPATING IN THE PROGRAM.

### 1. Benefits/Assumption of Risks

Based on the benefits Student, and Parent or Guardian, believe Student will receive from the Program, Student, and Parent or Guardian, acknowledge, understand, and agree that Student voluntarily and of Student's own free will chose to participate in the Program, and that Parent or Guardian support this decision. With Program benefits in mind, Student, and Parent or Guardian, voluntarily of each's own free will choose to assume all risks associated with the Program whether present or future, known or unknown, including without limit:

- Risks identified in the Program Description and other parts of the Program Agreement, including:

[Section E.1](#): "Student, and Parent or Guardian, recognize that adjusting to a new environment, which often involves being away from current support systems, can be a stressful and emotionally-challenging experience for Student. Student acknowledges these challenges and agrees to identify and seek, as necessary based on the Student's individual circumstances, additional support. Parent or Guardian acknowledges these challenges and agrees to identify and provide, as necessary based on Student's individual circumstances, additional support."

[Section E.3](#): "Student, and Parent or Guardian, each understand and acknowledge that access to and/or the quality of medical care and treatment protocols in the location of the Program may differ significantly from that to which Student is accustomed."

- The quality of roads and maintenance of vehicles in locations around the world are of widely varying quality and can change without notice, as can driving conditions due to weather.
- Inherent health, safety, and security risks associated with travel by aircraft, boats/vessels, motor vehicles, and alternative modes of transportation.
- Political, environmental, and cultural situations that can differ from those Student is accustomed to can be unpredictable and may become volatile and dangerous, often within a short period.
- Unpreventable risks to any person who receives emergency diagnostic or

medical treatment or care. Duke cannot and does not assume responsibility for, nor does Duke have any liability for, the medical treatment Student may receive, including medical treatment that may be directed by Duke as necessitated by emergency situations.

## **2. Potential Harm**

Based on the benefits Student, and Parent or Guardian, believe Student will receive from the Program, Student, and Parent or Guardian, each voluntarily assume the risk of all harm that may be caused, directly or indirectly, partly or fully, by the risks associated with the Program, including without limit, property damage, kidnapping, serious bodily injury, or death.

## **3. Waiver and Release of Liability**

In return for Duke University providing Student the opportunity to participate in the Program, and having read and understood the Benefits/Assumed Risks and Potential Harm statements in this Section, Student, and Parent or Guardian, hereby voluntarily agree to the following:

a) To RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Duke University, its affiliates, trustees, officers, employees, or agents, and all other persons or entities involved in the Program (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 loss or 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 emergency evacuation facilitated by Duke, or as the result of any medical care Student receives while participating in the Program, including any medical care authorized by Duke or procured by Duke.

b) The intent and agreement of Student, and Parent or Guardian, in signing this release and waiver of liability is that the terms of the waiver and release shall bind any person asserting rights on behalf of Student, or Parent or Guardian, or any person otherwise asserting claims by or through Student, or Parent or Guardian, 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 the intention of Student, and Parent or Guardian, 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 engages in personal activity that is not a part of the Program including without limitation (a) free time activity before/between/after work or

scheduled activity, or (b) personal side trips that occur before/during/after the Program, such personal activity is purely voluntary; and that RELEASEES shall not be liable for any loss, damage, injury, or harm of any sort, including death or imprisonment, resulting or arising out of such personal activity, including where RELEASEES (1) are aware of the planned personal activity, or (2) provide Student guidance about how to maintain health, safety, or welfare while engaged in the personal activity (including a recommendation to not pursue it or to alter the plan), or (3) seek to keep track of Student while Student is engaged in the personal activity in order to be able to voluntarily attend to Student health and safety needs should they arise.

## **I. General Terms and Conditions**

As used herein, Duke, Student, and Parent(s)/Guardian(s) are referred to individually as “**Party**” and collectively as “**Parties**.”

### **1. Entire Agreement**

This Agreement, including the information provided on websites linked herein, 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. 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 the Durham-based State of North Carolina court or the Federal District Court for the Middle District 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. Construction if Student is Under 18**

If Student is under 18, Parent or Guardian represents, warrants, and agrees that this Agreement shall be construed such that where the Agreement provides that Student is assuming certain obligations or responsibilities, making warranties and representations and agreeing to take certain affirmative acts, the provisions in the

Agreement shall apply as if the Agreement were written to provide that Parent or Guardian is agreeing to same.

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 a 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.

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**SIGNATURES**

STUDENT NAME: \_\_\_\_\_

STUDENT SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

**I hereby warrant I am the legal parent of Student or legal guardian of Student with authority to act as the primary caretaker of Student and to make major decisions in Student's life.**

PARENT OR GUARDIAN NAME: \_\_\_\_\_

PARENT OR GUARDIAN SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_