



## **POLICY & PROCEDURE DOCUMENT**

NUMBER: 0.1030

DIVISION: General University

TITLE: Faculty and Staff Travel to Countries under U.S. State Department Travel Warnings

DATE: April 24, 2017

Authorized by: Gary Ransdell, President

### **I. Purpose and Scope**

International opportunities to teach, perform research, conduct business on behalf of the University, and attend professional conferences may occasionally involve faculty and staff travel to countries where the risks to health and safety require special consideration. In assessing the advisability of such travel, WKU gives particular weight to U.S. Department of State (DoS) Travel Warnings. Although WKU does not prohibit faculty and staff travel to countries under Travel Warnings, the special conditions outlined in this policy apply to all such travel. This policy applies to University-sponsored or -related travel of any duration to a country under a Travel Warning.

### **II. Policy**

#### **A. Definitions**

1. "University-sponsored or -related travel" means any activities undertaken by WKU faculty or staff on behalf of and/or with support from WKU, which may include but are not limited to teaching, presentations, research, recruiting, internships, athletic competitions, performances, or conferences.
  - a. This policy is not applicable to those faculty and staff who are planning to travel to countries under DoS Travel Warnings when that travel includes students.
2. "Travel Warning" indicates an on-going significant threat to traveler safety and security in particular countries or parts of countries. According to the DoS, Travel Warnings are issued "when we [DoS] want you [U.S. travelers] to consider very carefully whether you should go to a country at all. Examples of reasons for issuing a Travel Warning might include unstable government, civil war, ongoing intense crime or violence, or frequent terrorist attacks. We want you to know the risks of traveling to these places and to strongly consider not going to them at all. Travel Warnings remain in place until the situation changes; some have been in effect for years." The definitive source of

information for current Travel Warnings is the DoS “Alerts and Warnings” website:  
<http://travel.state.gov/content/passports/english/alertswarnings.html>.

3. “Travel Alerts” While faculty/staff are strongly encouraged to familiarize themselves with Travel Alerts, they are not typically used by WKU as a basis for determining the advisability of faculty/staff travel.

## **B. Overview**

1. WKU will never require any faculty or staff member to travel to a country under a Travel Warning as a condition of employment.
2. WKU also will not prohibit faculty or staff from traveling to countries under Travel Warnings. However, the University reserves the right, under exceptional circumstances, not to authorize such travel. Exceptional circumstances include but are not limited to proposed travel to a country under a Travel Warning that explicitly advises against *all non-essential travel* to that country. Faculty who undertake unauthorized travel to a Travel Warning country are not eligible for University funding or any other type of material support for such travel. Likewise, worker’s compensation coverage is not available if the University does not authorize the travel, as it applies only when travel is supported by WKU and when the work being performed benefits and relates to University business.

## **III. Procedure**

1. Faculty and staff who wish to travel to a country under a Travel Warning are urged to read the Travel Warning and the Consular Information Sheet for the country in question. The Director of Study Abroad & Global Learning (SAGL) can assist the faculty or staff member with access to additional sources of information that may be helpful in assessing the safety and security situation in a country under a Travel Warning.
2. Health insurance providers may not provide coverage in a small number of countries. Faculty and staff should consult with Human Resources or with their provider for a current list of countries not covered. Faculty and staff may also consult with the SAGL Director to determine whether coverage in the proposed destination country can be provided by the study abroad health and accident insurance policy (at the faculty or staff member’s expense). The availability of insurance should be taken into consideration in weighing the risks and benefits of the proposed travel.
3. After weighing the risks and the potential benefits, faculty and staff who elect to pursue their travel plans must submit to the Chief International Officer (CIO) a description of the proposed travel that includes an assessment of safety and security risks (based on the research done as described in III.1), as well as rationale for the proposed trip (see appendix I). Based on this assessment and input from the SAGL Director, the CIO, in consultation with the Provost, will determine whether to authorize the travel (i.e., whether University funding can be utilized in support of the trip). The CIO may also consult with the faculty or staff member and with his/her department head and/or dean prior to rendering a decision. Faculty will be informed in writing of the CIO’s decision.

4. Regardless of whether authorization (i.e., funding) is granted, faculty who elect to pursue their travel plans are required to sign the “Faculty/Staff Acknowledgement of Travel Warning Release and Waiver” (see appendix II). Faculty and staff must also register their travel through the International Travel Registry (see policy 0.102V “International Travel Registration”).

#### **IV. Appendices**

Appendix I - Faculty/Staff Proposal to Travel to a Travel Warning Country

Appendix II – Faculty/Staff Acknowledgment of Travel Warning Release and Waiver

#### **V. Related Policies**

See also:

0.102V International Travel Registration

## Appendix I

### Faculty/Staff Proposal to Travel to a Travel Warning Country

Name: _____	WKU ID: _____
Title: _____	Department/Unit: _____
Country/Countries to Be Visited: _____	
Names of Any Additional WKU Faculty or Staff Members Traveling: _____	
_____	
_____	

Please describe the purpose of your travel and the rationale for traveling to this particular country (or countries):

Based on your knowledge of the country/countries, and on your review of the Travel Warning and other sources of information<sup>1</sup>, please provide an overview of the health, safety, and security risks involved with travel there, as well as any steps you plan to take to mitigate those risks:

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<sup>1</sup> Additional sources of information that may be helpful in assessing health, safety, and security risks include the Overseas Security Advisory Council (OSAC); the Centers for Disease Control and Prevention (CDC); open source media outlets; overseas contacts, including colleagues at WKU partner universities and service providers with whom WKU may contract to deliver aspects of faculty-led study abroad programs (FLSAs); and domestic contacts at third-party education abroad program providers and at professional associations such as NAFSA: Association of International Educators and the Forum on Education Abroad. Faculty and staff may consult with the SAGL Director for assistance in accessing these and other resources.

## Appendix II

### FACULTY/STAFF ACKNOWLEDGMENT OF TRAVEL WARNING RELEASE AND WAIVER

Faculty/Staff Member's Name: \_\_\_\_\_

Department and/or College: \_\_\_\_\_

Travel Dates: \_\_\_\_\_

Destination(s): \_\_\_\_\_

1. In an effort to fully inform myself of the risks of travel to my proposed destination(s), I have carefully read the current relevant U.S. Department of State Travel Warning(s). I am also aware of WKU's recommendation to access additional sources of information that may be helpful in assessing the safety and security situation in my proposed destination(s), including but not limited to the Overseas Security Advisory Council (OSAC); the Centers for Disease Control and Prevention (CDC); open source media outlets; overseas contacts, including colleagues at WKU partner universities and service providers with whom WKU may contract to deliver aspects of faculty-led study abroad programs (FLSAs); and domestic contacts at third-party education abroad program providers and at professional associations such as NAFSA: Association of International Educators and the Forum on Education Abroad.
2. I understand that there are inherent risks involved with international travel, and I acknowledge and accept all of these risks. These risks include, but are not limited to, travel to and within, and returning from, one or more foreign countries; political, legal, social, and economic conditions in the host country(ies); medical and health conditions in the host country(ies), including the availability and accessibility of adequate health care; and weather conditions in the host country(ies). These risks also include the risk of violence and terrorist activity. I specifically acknowledge that the U.S. Department of State has issued a Travel Warning to all U.S. citizens who are contemplating traveling to my proposed destination(s). I understand that by electing to travel to a country that is subject to a Travel Warning issued by the U.S. government, I am potentially assuming a substantial additional degree of risk above and beyond those risks enumerated above. Knowing these risks, I agree, on behalf of my family, heirs and personal representative(s), to assume all the risks and responsibilities surrounding my travel.
3. I understand that if I am undertaking this travel without WKU's authorization, I am not eligible for University funding or any other type of material support for my travel. Likewise, I understand that workman's compensation coverage is not available if the University has not authorized my travel, as it applies only when travel is supported by WKU and when the work being performed benefits and relates to University business.
4. I understand that it is my responsibility to monitor any changes to the Travel Warning. I understand that I can monitor Travel Warnings through the U.S. Department of State website at <http://travel.state.gov> or by following the instructions for calling the State Department that are included in the Travel Warning for my destination. If I am not a U.S. citizen, I also acknowledge that it is my responsibility to ascertain whether my country of citizenship has

issued any warnings or advisories for my destination, and to follow any advice contained within any such warnings or advisories.

5. I acknowledge that that WKU has the right to rescind funding for my travel at any time, including but not limited to if the security situation deteriorates and the United States Department of State issues a new or supplemental Travel Warning.
6. I understand that my health insurance may not provide coverage in my destination country(ies). I understand that it is my responsibility to consult with Human Resources, or with my insurance provider (if other than WKU's insurance), for a current list of countries where coverage is not available. I understand that I may have the option to purchase additional coverage through the WKU study abroad health and accident insurance plan, but that the availability of such coverage is not guaranteed.
7. I hereby release, covenant not to sue and forever discharge WKU and its trustees, officers, agents, employees, students and volunteers of any and for all claims, demands, rights and causes of action of whatever kind or nature, including but not limited to negligence, unforeseen bodily and personal injuries, damage to property, and the consequences thereof resulting from this travel.
8. I expressly agree that the terms of this Release and Waiver ("Release") shall be binding upon me and my heirs, executors and assigns, and all members of my family. I expressly agree that this Release shall be governed and interpreted in accordance with the laws of the Commonwealth of Kentucky without regard to conflict of law principles. I intend this to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that, in the event that any clause or provision of this Release is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of the Release.

In signing this document, I hereby acknowledge that I have read this entire document, that I understand its terms, that by signing it I am giving up substantial legal rights I might otherwise have, and that I have signed it knowingly and voluntarily.

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Signature

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Date