



**WORKING WITH THIRD PARTY PROVIDERS  
ON UNIVERSITY-SPONSORED INTERNATIONAL TRAVEL:  
INSURANCE AND CONTRACTUAL GUIDELINES**

TO: University Community  
FROM: Office of General Counsel  
DATE: January 21, 2020  
RE: Working with Third Party Providers on University-Sponsored International Travel

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The mission of Arcadia University is to provide a distinctively global, integrative, and personal learning experience for intellectually curious undergraduate and graduate students in preparation for a life of scholarship, service, and professional contribution. International study and work experiences are integral to this mission.

This document is intended to provide guidance regarding insurance and contractual issues for individuals who are planning University-Sponsored International Travel and who will be working with Third Party Providers while abroad. Examples of Third Party Providers could include, but are not limited to, an international host institution, or a provider of services like air travel, lodging, food services, ground transportation, guided tours, translators, and other program logistics necessary to implement all or part of an excursion abroad.

**I. CERTIFICATE OF INSURANCE**

There are many circumstances that may require the Third Party Provider to provide evidence of appropriate and adequate insurance coverage associated with various risk exposures. The document providing such proof is called a Certificate of Insurance (“COI”). A COI documents the coverage in effect on the date of issuance. It is common business practice to obtain COIs in the course of operations. When traveling abroad, the University requires that the Third Party Provider provide a COI naming the University as an additional insured. Please see Exhibit A\_(attached) for additional information regarding the required insurance coverage.

The Third Party Provider often requests reciprocal proof of insurance from the University. The University’s Insurance Administrator can prepare a COI upon confirmation that an Affiliation Agreement, [International Service Provider Agreement](#), or other contract which has been approved by the University’s Office of General Counsel is in place.

There may be circumstances where the Third Party Provider is unwilling or unable to enter into an Affiliation Agreement, [International Service Provider Agreement](#), or other contract with the University. In those instances, please contact the Office of General Counsel for further guidance. Please note that even in the absence of a written agreement or contract, you must still request a COI naming Arcadia University as additional insured from Third Party Providers.

**II. INTERNATIONAL AFFILIATION AND SERVICE AGREEMENTS**

**A. Affiliation Agreements.** Many departments, schools, and colleges require or encourage students

to have clinical or field training as a part of the curriculum necessary to graduate. Such training experience is usually attained with the cooperation of an outside provider of services or an international host institution which agrees to participate in a cooperative effort with the particular school or college. It is in the interest of both parties that a formal agreement is in place prior to the acceptance of students into such programs so that each party's obligations and responsibilities are clearly articulated and understood. From a risk management perspective, it is especially beneficial to negotiate a contractual agreement that clearly delineates the level of liability for the parties involved.

The Office of General Counsel has prepared an [International Affiliation Agreement Template](#) for your use. Simply present this document to the Third Party Provider for signature and return it to the Office of General Counsel for approval and signature. If the Third Party Provider declines to sign the document, wishes to negotiate its terms, or presents you with their own form agreement, contact the Office of General Counsel for further guidance.

**B. Service Contracts.** As noted, the University may engage the services of a Third Party Provider to provide air travel, lodging, food services, ground transportation, guided tours, translators, and other program logistics necessary to implement all or part of an excursion abroad. The Office of General Counsel has prepared an [International Service Provider Agreement](#) Template for your use. Simply present this document to the Third Party Provider of the service for signature and return it to the Office of General Counsel for approval and signature. If the Third Party Provider declines to sign the document, wishes to negotiate its terms, or presents you with their own form of agreement, contact the Office of General Counsel for further guidance.

The opportunity to travel internationally is often one of the most memorable experiences students, faculty, and staff at the University will undertake. In order to reduce and reallocate the unique risks associated with travel abroad, prevent, and to ensure that the University-Sponsored International Travel is memorable for positive reasons, trip planners should comply with these Guidelines, as well as all other relevant University policies and procedures, including but not limited to:

- the University's [Export Control Policy](#), which is intended to foster awareness of the United States' export control laws and regulations and the University's plan for complying with those laws, to ensure that sensitive information, technology, software, biological and chemical agents, and equipment are not utilized for purposes other than their intended use;
- the University's International Travel Policy, which addresses approval and registration of University-Sponsored International Travel; restrictions on high-risk travel; requirements for the signature of travel waivers; information regarding cancellation of and evacuation from University-Sponsored International Travel; insurance, liability, and emergency travel assistance; and orientation and training requirements;
- the Procedures associated with the University's International Travel Policy, which include [The College of Global Studies Travel Procedures](#), the [Office of International Programs Travel Procedures](#), and the [High-Risk Travel Petition Procedures](#); and
- any other policies related to University-required financial and academic approvals.

**EXHIBIT A**

<b>Insurance Requirements for Third Party Providers</b>		
Commercial General Liability (CGL)	\$1 Mil Occurrence	Institution endorsed as additional insured. Recommend increasing by \$1 Mil each country security level, e.g. \$4 Mil for security level 4.
Auto Liability	If transporting students: \$5 Mil Occurrence / Combined Single Limit	“Any autos” including owned, leased, non-owned, and hired vehicles. Applicable in country of travel. Institution endorsed as additional insured for non-owned and hired vehicle use.
Educator’s Legal Liability	\$1 Mil Occurrence	
Aircraft Liability	Greater of \$10 Mil Occurrence - OR - \$1 Mil Occurrence per Passenger Seat	Recommended if the Program / International Institution is responsible for airline travel. Institution endorsed as additional insured.

When an Outside Agency requests evidence of insurance from the University, we can provide a certificate of insurance evidencing the coverages set forth above, however, please keep in mind the following:

**Workers’ Compensation and Employer’s Liability Insurance:**

Students participating in field placements, clinical rotations, etc. are classified as student learners and under the terms of our affiliation agreements are not considered to be employees of the University or the site. Since the University does not hire them as employees and they are not on the payroll of the University, we are unable to provide that coverage. Since students are not employees and not covered by workers’ compensation insurance, it is the practice of the University to require that each student participating in a field placement provide evidence of personal health insurance to both the University and the Third Party Provider.

If the University will have faculty or staff visiting the site, we can provide evidence of workers’ compensation insurance covering those employees. This coverage does not at any time extend to the student. This coverage will provide the Worker’s Compensation statutory benefits as required by law in the State of Pennsylvania. Coverage will also include Employer’s Liability coverage limits as follows:

- \$1,000,000 Bodily Injury by Accident - Each Accident
- \$1,000,000 Bodily Injury by Disease - Policy Limit
- \$1,000,000 Bodily Injury by Disease - Each Employee

**Umbrella or Excess Liability Insurance**

Umbrella or excess liability insurance may be used to achieve the above minimum liability limits.

**Policy Cancellation**

The parties shall agree that should any of the required policies be cancelled, non-renewed, or coverage and/or limits reduced or materially altered before the expiration date thereof, the Insured, their broker or the issuing company will provide 30 days written notice to the other party. Each COI shall specify that **SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE**

**EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**Approved Insurer**

Each insurance policy shall be issued by an insurance company or companies authorized to do business in the State of Pennsylvania to whom service of process may be made. All such insurers must maintain a rating by A.M. Best as “(A-) IX” or better.

**Completed Certificate of Insurance (COI)**

Provide a completed COI using an ACORD 25 Form or other form providing the same information in substantially the same format, if so requested.

- The University and/or the site shall be listed as the certificate holder for any COI that is issued
- The COI must specifically reference the general characteristics of the Affiliation Agreement, i.e. name of parties and date
- The COI must include the signature of the insurer’s agent or representative and date