# **B10. Travel Management**

# Module 4: Travel & Journey Management

INGOs should be cautious in authorizing travel and returning to work during the COVID-19 pandemic. It is important to note that it will be the organization's responsibility to address problems which arise during this period. If you have expatriates unable to access medical or security evacuation options in a particular location either because of government imposed travel restrictions or an inability to obtain transportation, you may be responsible for arranging unexpected emergency support, including accommodations, meals, medical care, financial assistance, travel arrangements, security/or and family support.

Once you have decided to authorize international travel and/or work, it is important to ensure that the efforts of Human Resources, Insurances, Staff Wellness and Security and Risk Mitigation are well coordinated. All these elements are needed to effectively meet the duty of care.

The **acknowledgment of risk document**, attached as <u>Annex 4</u>, provides a mechanism for your organization to document that it has foreseen certain risks and warned staff of those risks relevant to them, and that the staff member's decision to travel is knowing and voluntary. It is important that this document be customized for your organization and circumstance -- and the risks are regularly reviewed and updated as required.

The **supplemental risk acknowledgment**, attached in **Annex 4**, is intended to document the specific briefing given to a staff member before an overseas assignment.

Warning of the relevant risks is only the first step. Your organization will have an ongoing obligation to provide a reasonably safe work environment. Because knowledge about COVID-19 is continually evolving, identifying a point person or team in your organization should be strongly considered as remaining informed about the new risks, recommendations over time will become considerably more challenging. More information about travel risks are included in **Risk Assessments** section of Module 5.

It is not recommended that an INGO rely upon a waiver of a right to sue. Courts will not enforce waivers from employees, and promises not to sue by family members, consultants and volunteers are not always legally effective.

Most importantly, employers should have a policy in place that protects against pressuring staff to travel if it is beyond an individual's acceptable level of risk. The personal, household, and familial health risks that inform an employee's decision are impossible for an employer to know, and unnecessary for the employee to disclose. Thus, employers must be careful to avoid overt and implicit pressure to travel or even to work in a physical office space.

#### Internal Communications

A fundamental aspect of duty of care is the responsibility of the organization to communicate to an employee the foreseeable risks of employment/assignment and the intention of the organization to manage and mitigate these known risks. Any communication prior to travel needs to include a worst-case scenario discussion. Even a well-managed situation can still meet unforeseeable and unmitigable challenges. For example, rapid border closures, airline and air bridge shutdowns and limits to mobility can quickly change circumstances on the ground.

Staff, whether they are in another country or in another region of their home country, need to accept the risk that they may need to remain in that location. They cannot accept those risks in an informed manner until they are provided the most up-to-date information about the evolution of the pandemic. Because this is a novel virus, information will be incomplete and constantly changing; this should also be clearly communicated.

# **Travel & Journey Management Action List**

### **Highly Recommended:**

INGOs should seek and rely upon expert guidance and the relevant community good practice. In addition to reviewing the information in this document, seek up-to-date guidance from relevant government and multinational authorities, compare notes with your peers and listen to your staff. Remember that INGOs will be required to provide more protection for higher risk staff and higher environments:



GISF 'Security Risk Management: a basic guide for smaller NGOs', outlines good practice in Module 6: Travel management and support.

- ✓ Confirm that staff are making the decision to travel without coercion. Assure that staff decisions are voluntary, and that continued employment is not dependent on the willingness to travel during this time of heightened risk. In addition, provide staff with necessary resources to adequately consider the risks associated with travel and the impact these risks may have on their health, life, future and ability to be with their loved ones;
- ✓ Limit unnecessary travel; in general, avoid non-essential travel to any place the CDC listed in a level 3 travel warning;
- ✓ Develop a journey management plan which specifically outlines the criteria for essential and non-essential travel and the criteria for approving/denying travel during the COVID-19 pandemic;
- ✓ Prohibit staff who are sick from traveling outside their country of residence;

- ✓ Provide staff with warnings of any risks that can be reasonably predicted to assure their consent to travel is informed. Risks of travel during COVID-19 may include the following:
  - As conditions change, travel into or out of a country may not be possible, safe, or medically advisable;
  - Governments may respond to a COVID-19 outbreak by imposing public health measures that restrict domestic and international movement, implementing mandatory quarantines, closing borders, and/or prohibiting non-citizens from entry with little advance notice; there may also be widespread work shutdowns, mass terminations, furloughs, and local travel restrictions;
  - The US government may not be able to assist its citizens in returning home, providing supplies or medical treatment during the pandemic; other countries will likely be similarly constrained in assisting their citizens abroad;
  - At the time of this publication, the CDC is advising against all non-essential travel to other countries;
  - The already increased risk to staff who are sick or have underlying health conditions may be even greater if they travel or are posted away from home;
  - Staff members may face delays or not be able to travel home to care for loved ones who may become sick or need help during the pandemic;
  - Adequate medical tests, medicines, treatment and facilities may not be available in travel or post locations and medical evacuation to other areas may not be possible;
  - Access to food, water, hygiene supplies, personal protective equipment, and other supplies and services may be severely restricted;
  - The pandemic may stress existing local systems and result in an increase in crime, public disorder, looting, robberies, unrest, attacks, arrests, and other harsh government responses;
  - If outsiders are held responsible for bringing COVID-19 to specific locations and countries, there could be an increase in violent and targeted attacks on all U.S. citizens and other expatriates;
  - Program activities may be suspended or terminated;
  - Staff may be forced to remain outside of the United States or their home country for an indefinite period;
  - Other risks described by <u>CDC Travelers Health</u>, <u>US Department of State</u> and the <u>World Health Organization</u>.

#### **Recommended:**

- ✓ Provide all traveling staff with an in-person briefing of the risks and obtain a signed document acknowledging that they understand the relevant risks (for a template see Annex 4)
- ✓ Ask traveling staff to confirm they have taken sufficient time to adequately assess their personal risks, understand the available resources to help them with this

- decision, and are comfortable with the decision to travel (this can be done through the Risk Acknowledgment form. For a template see **Annex 4**).
- ✓ Assess whether the risks inherent in opening offices and authorizing travel are
  offset by the provision of essential services to beneficiaries;
- ✓ Ensure that you have adequate resources to respond to COVID-19 emergencies;
- ✓ Document how your organization is responding to the key actions described in this document, including regularly updated written risk assessments;
- ✓ Ensure that your organization can coordinate a location specific effective emergency response should a problem arise;
- ✓ Obtain insurance coverage to mitigate the risks of operating in this environment (see above, Module 2: Staff Benefits and Insurances);
- ✓ Do not send staff to other countries without adequate PPE for travel, insurance for medical evacuation and medical care if they become sick while traveling;
- ✓ Consider specifically communicating your organization's position on businessleisure travel during the COVID-19 pandemic.

#### **Beneficial:**

Obtain waiver and release of liability from any accompanying family members, volunteer, and consultants. Note that these may not be legally effective and that waivers from employees are not legally enforceable.

## **Annexes**

# **Annex 4: Template Acknowledgement of Risk and Waiver**

#### INGO ACKNOWLEDGMENT OF RISK AND WAIVER

The purpose of this form is for INGO to provide you with safety and security information that will allow you to make an informed decision about whether you will engage in [DESCRIBE PROGRAM] (the "Program").

This Acknowledgment of Risk document e	executed on this	day of [MONTH,
YEAR], by	(the "I" or "Sta	ff Member") in favor of
INGO.		
I, , desire to travel for INGO to engage in t	he Program activities	
		]. I
hereby freely and voluntarily, without dure	ess, execute this ackno	owledgment under the
following terms:		

Acknowledgment of Risk, including COVID-19-Related Risks: By signing this document, I acknowledge that I am aware of and accept all the risks inherent in traveling to, living in, and working in the INGO Program or other INGO travel locations including, but not limited to, the hazards of working, living and traveling in a politically unstable or dangerous area, the peril of war or terrorism, the forces of nature, illnesses and accidents. I understand that INGO is committed to meeting its legal obligation to protect and care for people working on INGO projects. However, I recognize and acknowledge that participation in the Program or other INGO projects may expose me to inherent, unforeseeable and/or unavoidable risks. I fully understand and accept the following risks:

- Travel into or out of a country may not be possible, safe, or medically advisable;
- Medical and/or security evacuation services may be limited, restricted or unavailable in many INGO Program or travel locations;
- Governments may respond to a COVID-19 outbreak by imposing public health
  measures that restrict domestic and international movement, implementing mandatory
  quarantines, closing borders, and/or prohibiting non-citizens from entry with little
  advance notice; there may also be widespread work shutdowns, mass terminations,
  furloughs, and local travel restrictions;
- The US government may not be able to assist me in returning home, providing supplies or medical treatment during the pandemic; other countries will likely be similarly constrained in assisting their citizens abroad;
- I may be forced to remain outside of the United States or my home country for an indefinite period of time;
- The CDC [is currently advising/has recently advised] against all non-essential travel to other countries;
- If I am sick or have underlying health conditions, I will be at even greater risk if I travel or are posted away from home;
- I may face delays or not be able to travel home to care for loved ones who may become sick or need help during the pandemic;
- Adequate medical tests, medicines, treatment and facilities may not be available in travel or post locations and medical evacuation to other areas may not be possible;
- Access to food, water, hygiene supplies, personal protective equipment, and other supplies and services may be severely restricted;
- The COVID-19 pandemic may result in an increase in crime, public disorder, looting, robberies, unrest, attacks, arrests, and other harsh government responses;
- There could be an increase in violent and targeted attacks on all U.S. citizens and other expatriates;
- Program activities may be suspended or terminated;
- Other risks described in the following links: https://wwwnc.cdc.gov/travel, https://travel.state.gov/content/travel.html, and https://www.who.int/emergencies/diseases/novel-coronavirus-2019; and
- Working or traveling to a Program or travel location may be dangerous and I may be *injured, kidnapped, sexually assaulted, or killed* while working with INGO.

**Education about Risks/Informed Consent.** I have been briefed, or been provided the opportunity for a briefing, to have a discussion with INGO staff, consultants and/or counselors about the risks listed above. I have considered whether these risks are beyond my acceptable level of risk, considering my personal, household, and

familial health risks. My decision to travel and/or work in the Program is voluntary and informed.

I understand that I am free to decline to perform services in any Program or travel location for INGO at any time, especially if I feel my life or personal security is at risk. I assume personal responsibility for my choice to travel to or work in a particular location.

**Insurance, Medical Treatment and Health and Safety**: In the event of an accident or illness requiring medical attention, I authorize INGO and its agents to seek emergency or first aid assistance for me and to release medical information and incident reports to insurance companies and other persons or authorities deemed appropriate by INGO. While INGO may provide me with certain travel insurance described in other documents, I understand that have the right to make my own medical decisions [and that I am responsible for maintaining my own health and disability insurance].

I have been advised to consult with a medical doctor with regard to my personal medical needs. I acknowledge and assume the responsibility for obtaining all required travel medical advice, and/or medications from a healthcare professional or travel doctor prior to engaging in any travel on behalf of INGO. I have reviewed information about recommended and required immunizations, if any, and have obtained any required vaccinations/immunizations. I represent that I do not have any health-related reasons or problems that preclude or restrict my participation in INGO Programs. I further promise to notify INGO of any relevant changes to my status.

**Conduct:** I understand that while traveling for INGO, I may be perceived as a representative of INGO. Therefore, I agree to abide by local laws and conduct myself in a manner that reflects the values of INGO.

**INGO Policies:** I recognize and acknowledge that I have a responsibility for following all INGO policies and procedures relating to my travel and participation in the Program, including, but not limited to:

- 1. Reading and following all INGO policies, including the following: [LIST];
- 2. Adhering to any INGO schedules and/or restrictions for the entirety of the Program; 3. Completing and returning the Statement of Beneficiary Form prior to my departure on

#### [DA TE];

4. Reading and understanding all published warnings and risks regarding the country and

region of travel, available through: the Centers for Disease Control <a href="http://www.cdc.gov/travel/">http://www.cdc.gov/travel/</a>, World Health Organization <a href="http://www.who.int">http://www.who.int</a> and the US State Department <a href="http://www.state.gov/travel/">http://www.state.gov/travel/</a>; and

5. Enrolling with the U.S. Department of State's Smart Traveler Enrollment Program (https://step.state.gov) prior to my trip and will make every effort to visit the U.S. Embassy upon arrival in the country.

If I choose to not follow policies or direction, disciplinary action up to termination may occur.

**Other requirements:** I agree to read all pages of this acknowledgment of risk/waiver document and any supplemental documents, ask questions or share any concerns I have with INGO prior to [DATE], and will sign and return the form before my departure on [DATE].

By signing below, I express my understanding of the risks listed above and my intent to willingly and voluntarily assume those risks while participating in the Program.

Name (Please Print):		_
Signature:	Date:	