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# Research on the Imputation Mechanism in Injury Accidents Involving Chinese College Students

**Deqi Yang**

School of Insurance, Central University of Finance and Economics, Beijing, China
Email: yangdeqi@cufe.edu.cn

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## Abstract

Chinese universities generally adopt a "closed" management model. If a student suffers an injury accident, regardless of the cause, the student's parents will generally pursue the school for civil liability for compensation, and universities often provide compensation. This phenomenon is not in accordance with legal provisions. University students are fully capable of civil conduct, and the relationship between universities and students is neither a "guardianship" relationship nor a "entrusted guardianship" relationship, but a "entrusted education and management" relationship, which is theoretically a contractual legal relationship. In this legal relationship, universities have the obligation to educate, manage, and ensure the safety of students. If a student suffers an injury accident during their time at school, the principle of "fault liability" in civil law should be applied, rather than the principle of "presumption of fault" for persons without civil capacity. The concept of holding universities liable for "no-fault" liability has no legal basis and is also unfair. Universities only bear corresponding legal responsibility based on fault if they fail to fulfill their corresponding education and management obligations and safety guarantee obligations. If a student suffers an injury accident due to their own fault, the fault of a third party, or force majeure, and the university has fulfilled its relevant obligations, it does not need to bear legal responsibility.

## Keywords

Guardianship, Student Injury Accident, Fault Liability

## 1. Introduction

Chinese universities generally adopt a "closed" management model for students. The campus is surrounded by walls, and both students and teachers require iden-

tity verification to enter and exit the gates. In addition to classrooms, libraries, sports venues, barber shops, canteens, supermarkets, and other facilities, each student is provided with a dormitory on campus. Student' learning and basic living needs can be met within the campus. Under this management model, parents of students often believe that once their children enter university for study, the school needs to be responsible for their safety.

With the advent of the information age, student casualty accidents in universities have been frequently exposed. Almost every time a student casualty accident occurs, the student's family members will hold the university as the main responsible party and pursue legal liability against it. Regardless of whether the university is at fault in the accident, it generally has no choice but to pay compensation to resolve the matter and minimize the impact of the incident as soon as possible. The social perception that universities are primarily responsible for student safety bears similarities to the "In Loco Parentis" principle historically found in the Anglo-American legal system, which once granted schools extensive paternalistic management powers. However, since the 1960s, the United States has gradually abandoned this principle through a series of precedents such as Dixon v. Alabama and Bradshaw v. Rawlings, explicitly stating that universities are not guarantors of student safety and their responsibilities are limited. In contrast, the prevailing perception in Chinese society today still seems to be rooted in a similar expectation of "unlimited responsibility".

In fact, it is unfair and lacks legal basis to directly attribute responsibility to the university and make it bear "strict liability" without distinguishing the cause of the accident. On a small scale, it may infringe upon the legitimate rights and interests of the university; on a larger scale, it deviates from China's national strategy of "comprehensively governing the country according to law and building a society ruled by law" and the spirit of the rule of law. From a legal perspective, the reason behind this phenomenon is that ordinary Chinese people lacks understanding of the legal relationship between universities and students. This article intends to start with clarifying the legal relationship between universities and students and explore the imputation mechanism of student casualty accidents in universities.

Special note: As the issues discussed in this article are limited to the domestic scope of China, and all the bases are Chinese laws, the words "the People's Republic of China" are uniformly omitted when citing specific legal provisions. For example, "the Civil Code of the People's Republic of China" is abbreviated as "the Civil Code", and so on.

## 2. Literature Review

The existing research on the attribution of responsibility for college student injury accidents mainly focuses on three aspects: defining legal relationships, the connotation of safety guarantee obligations, and specific responsibility determination, laying a solid foundation for this study.

In terms of the nature of the legal relationship between universities and students, research generally denies the guardianship relationship theory. Lao Kaisheng (2000) [1] and Fang Yiquan (2004) [2] clearly pointed out that schools are not the legal guardians of students. Regarding the viewpoint of "entrusted guardianship", Jia Zhimin and Yuan Huanqing (2003) [3] analyzed it from a legal perspective and believed that it lacked legal basis. Wang Yihong (2005) [4] further proposed that the relationship between the two parties is closer to a special administrative contract relationship authorized by the Education Law.

The research on the security obligations and legal responsibilities of universities focuses on the application of laws and the boundaries of obligations. Yang Qianqian and Jin Rongjing (2019) [5] and Shen Suping and Zhou Hang (2018) [6] analyzed that the principle of fault liability should be applied to adult students. The empirical research by Fang Fang and Chen Tao (2018) [7] reveals the specific situations of school responsibility determination in judicial practice. Dai Juan (2020) [8] emphasized the key management aspects of accident prevention based on case data.

In terms of specific liability determination for injury accidents, a typological exploration has been conducted. Song Jinghua *et al.* (2018) [9] specifically studied the boundaries of university responsibility in student suicide incidents. Gong Xuejiao (2016) [10] systematically analyzed the fault forms of universities in various accidents. Li Yunzhi *et al.* (2012) [11] proposed a mechanism for handling and prevention from a practical perspective. Li Tongguo (2017) [12] and Wang Pei *et al.* (2012) [13] introduced the experience of risk diversification through insurance systems and other means abroad, providing a comparative legal perspective.

However, existing research still has shortcomings. Firstly, the specific rights and obligations of the legal relationship of "entrusted education management", especially the interpretation and application in the context of injury accidents, are not fully discussed. Secondly, most studies focus on principle exposition or case analysis, lacking a clear and operational framework for classifying university liability under the principle of fault liability.

Therefore, this article aims to clarify the legal connotation of the "entrusted education management" relationship between universities and students, and based on this, with the principle of fault liability as the core, systematically construct specific responsibility identification rules for universities in different types of student injury accidents, in order to provide theoretical reference for clarifying responsibility attribution and promoting the legal resolution of disputes.

## 3. Research Methodology

This article mainly intends to adopt the following research methods:

1. Normative analysis method and legal doctrine method: This is the core research method of the paper. The article systematically cites and explains current Chinese laws and regulations such as the Civil Code, Education Law, Higher Ed-

ucation Law, and Measures for Handling Student Injury Accidents. Through a rigorous analysis of core legal concepts such as "guardianship," "entrusted guardianship," and "fault liability," starting from actual legal norms, the article logically deduces the nature and attribution principles of the legal relationship between universities and students, and constructs a theoretical analysis framework based on the "entrusted education management" relationship and centered on "fault liability."

2. Comparative research method: The paper will introduce an international comparative perspective. By briefly introducing the evolution of the precedent in the United States that abandons the principle of "replacing parents", as well as the practice of Germany and Japan defining the responsibility boundaries of universities through mandatory student insurance systems, and comparing it with the current situation in China. This method is mainly used to contrast the misconceptions of Chinese social concepts and provide evidence and institutional references for clarifying the limited liability of universities.

3. Typological research method: In the responsibility determination section, the paper divides the complex student injury accident system into five ideal types: "university fault", "student's own fault", "third-party fault", "force majeure", and "off campus accommodation", and provides specific explanations for each sub situation. This classification applies abstract legal principles to specific contexts, enhancing the systematic and practical guidance of research.

4. Case study method: In the process of discussion, the paper will use hypothetical or typical cases (such as sports class injuries, dormitory falling, off campus internship victims, etc.) to specifically illustrate and support its legal arguments, making theoretical analysis more concrete and reflecting the research orientation of integrating theory with practice.

In summary, the paper will be based on legal normative texts and comprehensively use methods such as concept analysis, type construction, comparison between China and foreign countries, and case interpretation to form a research methodology with legal interpretation and logical reasoning as the main body.

## 4. The Nature of the Legal Relationship between Universities and Students

### 4.1. Whether It Is a "Guardianship Relationship"

In the perception of most parents of students, once students step into the gates of universities, the universities naturally assume the responsibility of "guardianship" towards them. According to this viewpoint, the relationship between universities and students falls under the "guardianship relationship" in civil law. As guardians, universities bear an unshirkable responsibility for the life and health of students. Once registered college students encounter personal injuries, regardless of whether the university is at fault, it needs to bear corresponding legal responsibilities. This viewpoint has been recognized or supported by the vast majority of parents. In fact, this viewpoint is incorrect.

Let's first look at it from the perspective of guardian qualifications. In the principles of civil law in the civil law system, guardianship is primarily a right obtained based on citizenship. Articles 26 and 27 of the Civil Code clearly stipulate that the guardians of minors are their parents. Parents have the obligation to raise, educate, and protect their minor children. If the parents of a minor have died or lost their guardianship capacity, the order of determining guardianship is as follows: grandparents, maternal grandparents, siblings, and other guardians (subject to the consent of the residents' committee, villagers' committee, or civil affairs department at the place of residence). For adults without civil capacity or with limited civil capacity, the order of determining guardianship is generally as follows: spouse, parents and children, and other close relatives. In addition, the Civil Code also stipulates that the parents of the ward can appoint other guardians through a will; in case of disputes over the determination of guardians, the civil affairs department or court can appoint a guardian; and guardians can also be determined through agreement among those legally qualified for guardianship. It can be seen that guardians are generally directly stipulated by law based on identity relationships, and in special cases, guardians can be determined through "appointment" or "negotiation". However, universities are not within the scope of guardians stipulated or qualified to negotiate by law.

From the perspective of the ward, in civil law theory, the core of the civil guardianship system lies in the specialized supervision, management, and protection of persons without civil capacity and persons with limited civil capacity, to safeguard their personal and property rights and interests. According to Articles 27 and 28 of the Civil Code, the civil subjects protected by the guardianship system include two categories: one is minors (natural persons under the age of 18), among whom those under the age of 8 are "persons without civil capacity"; those over the age of 8 but under the age of 18 are "persons with limited civil capacity". The other is adults who, due to intellectual or mental health issues, are unable to recognize their own actions or accurately express their intentions (generally, whether an adult has civil capacity is determined by the court). Simply put, the ward can only be a person without civil capacity or a person with limited civil capacity. Undergraduates or graduate students in universities, who are generally between the ages of 18 and 30 and have normal intellectual and mental health conditions, are adults with full civil capacity and are therefore not within the scope of protection of the guardianship system. Even for the very small number of minor students in universities, Article 7 of the Measures for Handling Student Injury Accidents issued by the Ministry of Education clearly stipulates that schools do not assume guardianship responsibilities for minor students, except in cases where the law stipulates or the school accepts entrustment to assume corresponding guardianship responsibilities according to law.

Therefore, whether we analyze it from the perspective of civil law principles or refer to the provisions of existing laws and regulations, we can all draw the conclusion that there is no "guardian and ward" relationship between universities and

students. From an international perspective, the legal relationship between universities and students is also often defined as not being a "guardianship relationship". As mentioned earlier, the United States has essentially moved away from the "in loco parentis" principle. In civil law countries such as Germany and Japan, campus tort liability is generally based on the principle of fault liability, and universities do not inherently bear the responsibility of guardianship. For example, Japanese educational jurisprudence emphasizes that the obligations of universities are mainly reflected in three aspects: "prior warning, in-process supervision, and post-treatment", rather than assuming guardianship responsibilities. These practices collectively point to one thing: treating adult students as fully capable civil individuals, and universities are not their guardians, which is the legal basis for university responsibilities.

### 4.2. Whether It Is a "Entrusted Guardianship Relationship"

Regarding entrusted guardianship, the Civil Law does not have clear provisions. However, Article 1189 of the Civil Code stipulates that "if a person without or with limited civil capacity causes harm to others and the guardian entrusts the guardianship duties to another person, the guardian shall bear tort liability; if the entrusted person is at fault, he shall bear corresponding liability." Based on this, some argue that guardianship duties can be "partially entrusted" or "fully entrusted," similar to a "principal-agent relationship," thus proposing the concept of "entrusted guardianship relationship." This view holds that when a student is admitted to a university and completes registration procedures, the student's parents (*i.e.*, the guardians) form a contractual relationship of entrusted guardianship with the university by paying tuition fees. Under this view, the guardianship responsibilities originally borne by the parents are transferred to the university through this "entrusted guardianship contract," making the university responsible for the guardianship of the student. This theory is also known in academia as the "entrusted guardianship responsibility theory."

This article holds a different view. Firstly, entrusted guardianship, as a specific civil legal relationship, requires an analysis of its legal attributes in conjunction with China's civil subject system. According to the current civil legal norms, the core of this system lies in the legal transfer of guardianship rights—a subject with statutory guardianship qualifications entrusts the care responsibility for minors or persons with limited capacity for civil conduct to a third party through a written agreement. The effectiveness of this legal act has a dual nature: it requires the entrusting party to possess appropriate guardianship qualifications, and it must be premised on the ward being a person without civil capacity or with limited civil capacity. Students at the tertiary education level generally reach the legal age of majority, and their status as fully capable civil persons is confirmed at the time of enrollment registration. This change in legal status means that from the date of enrollment, college students have essentially been removed from the scope of legal guardianship relationships. Therefore, the so-called "entrusted guardianship"

lacks both the statutory basis for the existence of guardianship rights and the legal subject requirements for the application of this system.

Secondly, entrusted guardianship requires the signing of an entrustment agreement by both parties. The "Guardianship" chapter of the current Civil Code does not stipulate the existence of a statutory guardianship relationship between schools and student parents, and laws and regulations such as the Education Law and the Higher Education Law also do not stipulate the guardianship rights of schools. Moreover, since "guardianship" is not a primary service function of schools, the guardianship relationship cannot be determined based on student payment and registration, nor can it be determined that students have "purchased" the school's "guardianship services". That is to say, a legal relationship of entrusted guardianship will not automatically form between schools and students. Therefore, even in primary and secondary schools and kindergartens, where students are persons without civil capacity or with limited civil capacity, although student parents have guardianship rights, due to the absence of automatically generated statutory entrusted guardianship, unless there is a written entrustment agreement, an entrusted guardianship relationship cannot be formed.

### 4.3. Contractual Relationship of "Entrusted Education Management"

What kind of legal relationship exists between schools and students?

According to Article 29 of the Education Law, institutions of higher learning possess autonomy in organizing and implementing educational and teaching activities, managing the academic status of educatees, implementing rewards or sanctions, and have the right to issue corresponding academic certificates. Article 44 stipulates that educatees have the obligation to abide by the management system of their respective schools. Article 5 of the Higher Education Law clarifies the mission of higher education, which is to cultivate advanced specialized talents with a sense of social responsibility, innovative spirit, and practical ability. Article 53 further states that students of institutions of higher learning should abide by the student code of conduct and relevant regulations of various school management systems.

According to the aforementioned legal provisions, the legal relationship between the school and the student can be summarized as a contractual relationship of "entrusted education management". The principal is the parent or student, and the agent is the school. The entrusted content is the education and management of the student by the school. From the perspective of the formation and effectiveness of the contract: the student's filling out of college application forms is the "offer" in the process of contract formation, and the university's agreement to admit the student is the "acceptance". Offer + acceptance = contract formation. The payment of tuition and accommodation fees by the student upon enrollment, as well as the registration and reporting for school, marks the effectiveness of the contract (if the student does not report for school, the contract is not effective; if

the student reports for school but later withdraws, the contract is terminated). Since the basic function of the school is to educate and manage educatees, which is stipulated by law, the signing of the "entrusted education management" contract is completed after the student pays tuition and the school charges fees, without the need to separately sign a contract with the student or parents. The law does not stipulate that the entrustment contract must be in written form or any other specific form, so the contract is legally established after both parties reach an agreement.

It should be particularly noted that the power of universities to implement educational management over students ostensibly stems from the "rights" of the entrusted party in the entrustment contract, but fundamentally, it comes from the authorization provided by the Education Law and the Higher Education Law. As a party with certain administrative powers, the school, as one party to the contract, does not have an equal legal status with the other party. Moreover, the content of the contract also follows rules outside of civil law. Therefore, the contract for entrusted educational management not only possesses the attribute of a civil contract, where the entrustor and the entrustee "voluntarily sign" during the offer and acceptance stages, but also has the attribute of an educational administrative legal relationship, making it a special administrative contract. If the student fails to pay tuition fees on time or the school fails to fulfill its educational and management responsibilities, the complying party may pursue the defaulting party's civil liability through civil litigation procedures. However, if disputes arise due to disciplinary actions or administrative actions such as granting degrees and diplomas, they need to be handled according to the procedures of administrative cases.

Based on the above analysis, it can be concluded that the relationship between universities and students is not a "guardianship" or "entrusted guardianship relationship", but a contractual relationship of "entrusted education management". Based on this contractual relationship, and in accordance with the relevant provisions of the Education Law and the Higher Education Law, universities have the right to manage the academic status of educatees, implement rewards or punishments, and organize educational and teaching activities. As a statutory educational institution, universities should enjoy independent and autonomous management authority internally, while registered students have the obligation to abide by the school's rules and regulations.

## 5. Safety Guarantee Obligations and Legal Responsibilities of Universities

In the administrative contract relationship of "entrusted education management", do universities have a duty of care for the safety of registered students? The Education Law and the Higher Education Law do not contain relevant provisions. In fact, when safety accidents occur to university students, the legal liability pursued by students against universities is often in the nature of civil tort liability. Therefore, we have to seek the basis from civil law.

Article 1198 of the Civil Code stipulates that "managers of public places, or organizers of mass activities" have a duty of care obligation, and stipulates that failure to fulfill the corresponding obligation will result in tort liability. This provision does not specify whether "schools" are applicable. In Articles 1199 and 1200, the imputation mechanism for injury accidents involving persons without civil capacity and persons with limited civil capacity in kindergartens, schools, or other educational institutions is clarified: if a person without civil capacity is injured, the school bears tort liability, and if the school proves no fault, it is exempt from liability; if a person with limited civil capacity is injured, the school bears tort liability if it is at fault. The fundamental difference between these two provisions lies in the former adopting the principle of "presumption of fault", directly presuming that the school bears tort liability, but if the school can prove no fault, it is exempt from liability; the latter adopts the ordinary principle of "fault liability", generally requiring the injured party to prove the school's fault before the school bears liability (who advocates, who bears the burden of proof). The burden of proof differs between the two. The fundamental logic behind such legal provisions is that there are certain differences in cognitive and behavioral abilities between persons without civil capacity and persons with limited civil capacity, hence the legal duty of care obligations differ: students without civil capacity have no duty of care obligation themselves, so the duty of care obligation is entirely imposed on school managers, while students with limited civil capacity have a certain degree of self-duty of care obligation. If they fail to fulfill this obligation, they bear the relevant responsibility themselves. If it is believed that the school should bear responsibility, it is necessary to prove the school's fault. It can be seen that the aforementioned provisions of the Civil Code do not specifically mention higher education institutions, as students in higher education institutions are generally fully civil-capacity individuals who have reached the age of 18, which is significantly different from persons without civil capacity in kindergartens or persons with limited civil capacity in primary and secondary schools. For fully civil-capacity individuals, the law endows them with full self-duty of care obligation, without the need for special civil subject protection, and directly applies the ordinary principle of "fault liability" in civil law. That is to say, if a student is injured in a university, the tort liability is borne by the injuring party who is at fault according to law. If the university fails to fulfill its duty of care obligation, it should bear the corresponding fault liability.

The security obligations undertaken by universities are essentially similar to those of "operators and managers of public places" and "organizers of mass activities" as stipulated in Article 1198 of the Civil Code. As the organizers of educational activities and managers of educational venues, universities derive their security responsibilities towards student groups based on the "contractual relationship of entrusted educational management". The establishment and operation of universities have formed a special trust relationship between them and their students, which requires universities to bear the necessary responsibility for safety

reminders and protection towards students. From the perspective of jurisprudence, this is a specific manifestation of the security obligations in social interactions in university educational management activities. "Security obligations in social interactions" refer, in brief, to the obligation of those who create relationships or introduce special risks in social interactions to fulfill necessary cautious safety reminders and protection obligations towards those who participate in the interactions or enter the risk area. With the deepening of China's strategy of governing the country according to law and the continuous deepening of the people-oriented governance concept, the recognition and acceptance of security obligations in social interactions in the legal practice community are also constantly increasing. The law imposes security obligations on the creators and organizers of social interaction relationships. If the relevant parties fail to fulfill this obligation, there is a "fault" in civil law. If it results in damage to participants, they should bear tort liability. From this perspective, the legal responsibility corresponding to the security obligations of universities is still "fault liability".

It is worth mentioning that although the law does not specifically stipulate tort liability for universities as special venues, but rather applies the "fault liability" imputation principle of civil law to university students as ordinary individuals with full civil capacity. However, the Ministry of Education, as the national education authority, in the spirit of attaching great importance to the protection of students' and schools' legitimate rights and interests, issued the "Measures for Handling Student Injury Accidents" in 2002 and revised it in 2010. This departmental regulation specifically implements the social interaction safety guarantee obligations in civil law to primary and secondary schools (including special education schools), various secondary vocational schools, and institutions of higher learning, to educational and teaching activities organized by schools, as well as to school buildings, sports venues, other educational and teaching facilities, and living facilities. Article 9 of the "Measures" enumerates student injury accidents for which schools should bear corresponding responsibilities according to law. These include situations where the school's hardware facilities and venues do not meet national standards, the school management system has significant safety hazards, the drugs, food, drinking water, etc. provided by the school do not meet relevant standards, the school fails to conduct safety education for organized activities, the school fails to take corresponding measures in response to serious consequences caused by students' sudden illnesses or injuries, and the school arranges students to participate in relevant activities even though it knows or should know that the students have specific constitutions or specific diseases that make them unsuitable for participating in certain educational and teaching activities. All the situations listed in this article have one thing in common, that is, the school fails to fulfill its relevant safety guarantee obligations and has "faults" in management. From the perspective of the administrative contract nature of entrusted educational management, the school's obligation to guarantee the personal and property safety of students should also be strictly limited within the scope of contract-related educational and teaching activities, which is significantly different from the guard-

ian's full management and unlimited responsibility for the ward's property rights and interests.

Compared with foreign countries, the responsibility for injuries suffered by college students generally adopts the mechanism of "mandatory insurance". For example, Germany and Japan have generally established mandatory "student injury accident insurance" systems. In Germany, statutory accident insurance covers all learning activities related to the responsibility of university organizations, including classes, exams, official events, and accidents on the way back and forth. Many universities in Japan also purchase "Student Education Research Disaster Injury Insurance" for students, which compensates for accidental injuries that occur during classes, school activities, and commuting. This mechanism of risk diversification through social insurance or group insurance not only protects the rights and interests of students, but also clarifies the boundaries of the responsibility of universities—that is, the responsibility of universities lies more in organizing, managing, and insuring, rather than assuming unlimited compensation liability for all injuries. This also provides different institutional references for China to deal with similar issues.

In summary, whether viewed from the perspective of legal theory or the provisions of existing laws and regulations, universities are only required to bear "fault liability" for failing to fulfill their corresponding obligations in student injury accidents. The current social concept of "holding universities accountable regardless of fault" is not in line with legal provisions and the spirit of the rule of law, and it is also unfair to universities. To delve deeper into the legal attribution mechanism in student injury accidents, this article will categorize and interpret them based on the specific causes of student injury accidents.

## 6. Types of Injury Accidents Involving College Students and Specific Responsibility Determination

To clarify accident responsibilities, handle accidents properly in accordance with the law, and further strengthen the management level of higher education, this article categorizes student injury accidents in universities into five types: accidents due to the fault of the university, accidents due to the fault of the student himself/herself, accidents due to the fault of a third party, accidents due to force majeure, and accidents related to off-campus accommodation.

### 6.1. Fault Liability Accidents in Colleges and Universities

In civil law, "fault" is an essential element constituting tort liability, which can be further divided into intent and negligence. The former generally refers to the psychological state of the actor who foresees the occurrence of harmful consequences and either hopes for or allows such consequences to occur; the latter refers to the situation where the actor should have foreseen but failed to do so, or although they did foresee, they were easily led to believe that the consequences could be avoided. In layman's terms, it means that the actor failed to fulfill their reasonable

duty of care. Therefore, the key to determining whether a university is at fault in a student injury accident lies in whether the university has fulfilled its "reasonable duty of care" in performing its educational management duties. If a university or its faculty members violate relevant laws and regulations on educational management, fail to fulfill their necessary obligations of education, management, protection, and safety reminders towards students, resulting in personal injury to students, the university needs to bear corresponding legal responsibility. Specific situations mainly include:

1. Accidents in educational and teaching activities: When educational institutions organize collective educational and teaching activities, if they fail to fulfill the necessary obligation of risk disclosure, fail to take preventive measures against known safety hazards, or blindly judge risks as controllable without making contingency plans, it may ultimately result in personal injury to students. In such cases, educational institutions shall bear the corresponding tort liability for compensation in accordance with the law. For example, if there is no safety guidance provided for the use of equipment in physical education teaching, it may lead to injuries caused by improper operation by students.

2. Accidents due to defects in educational and teaching facilities: Educational institutions have a statutory duty to maintain their teaching venues and supporting facilities. If the main building or ancillary facilities have design defects, fail to meet safety standards, or there are significant omissions in daily maintenance, schools need to bear tort liability if student injury accidents occur. For example, after the tempered glass in the hallway of a university teaching building developed net-like cracks, the school neither set up warning signs nor replaced it in a timely manner. During a strong wind weather, the glass burst and fell, causing students walking below to be scratched. Such damages caused by improper management of facilities are usually judged by judicial authorities to be the fault liability of the school based on Article 1199 of the Civil Code. Unless the school can prove that it has fulfilled its reasonable obligations and the damage was caused by force majeure or intentional behavior of students, it can claim exemption from liability according to law.

3. Incidents of misconduct by faculty and staff: If faculty and staff in colleges and universities implement corporal punishment, disguised corporal punishment, or violate professional ethics and workflow regulations towards students during teaching management or service processes, resulting in student injuries, the college or university shall bear responsibility. If the behavior of the faculty or staff is unrelated to their duties, the individual faculty or staff member shall bear tort liability; however, if the college or university has neglected to supervise the moral character of the faculty or staff member or indulged their misconduct, it shall bear supplementary liability.

4. Accidents due to defects in safety management system: If universities have obvious loopholes, mismanagement, or chaos in fire safety, security, dormitory management, and related facility supervision, and fail to take effective measures

to address major safety hazards, resulting in damage to students' health or right to life, the universities should bear responsibility. For example, if a dormitory catches fire and there is no fire hydrant in the hallway, or no water comes out after the fire hose is opened, leading to the fire not being controlled in time and students being injured, the school needs to bear legal responsibility.

5. Incidents due to improper logistical services: If the logistical services provided by universities, such as medical care, food, and drinking water, have quality issues or do not meet standards, resulting in physical harm to students, universities should bear responsibility based on the situation of the service-providing department. For example, if a student experiences poisoning after eating in the cafeteria. If the service is provided by the university's logistical department, the university bears full responsibility; if the service has been socialized, it is a third-party harm, and the university bears supplementary liability due to failure to fulfill its supervisory obligations, and can seek compensation from the third party according to contract terms. Of course, if the student is poisoned after eating ordered takeout food, as it is not provided or managed by the university, the university does not bear responsibility, but still needs to fulfill the obligation of timely assistance. Otherwise, it will bear corresponding responsibility for the aggravated part of the injury.

6. Accidents involving specific physical conditions or diseases of faculty and staff: If a university is aware or should be aware that a faculty or staff member has health issues that make them unsuitable for teaching and administrative work (such as a classroom teacher having an infectious disease), but fails to take measures and causes physical harm to students, the university shall bear responsibility.

In the situations listed above, universities are at fault and should bear the legal responsibility for the harm caused to students due to their negligence.

### 6.2. Injury Accidents Caused by the Student's Own Fault

1. Situations of student self-injury, self-mutilation, and suicide. Article 12 of the "Measures for Handling Student Injury Accidents" stipulates that if a student commits suicide or self-injury, causing an injury accident, and the school has fulfilled its corresponding duties and acted properly, it shall not bear legal responsibility.

The rationale behind this provision is as follows: College students, as individuals with full civil capacity, possess ample rights pertaining to their lives, encompassing the right to control and dispose of their lives. Generally, in instances where students engage in suicidal or self-injurious behaviors due to personal psychological issues (such as family economic hardships, feelings of inferiority stemming from personal defects, mishandling of emotions, academic stress, etc.), while it is imperative to educate students to cherish their right to life, the law also respects citizens' disposal of their life rights when they are fully free in their will. This is manifested in the legal provision that universities are not liable without

fault (provided that they have "fulfilled their corresponding duties and acted without impropriety"). Specifically, this can be categorized into the following three scenarios:

(1) If a student experiences severe psychological issues due to personal or family factors, and the university, upon discovering this through a mental health survey, provides necessary psychological counseling, crisis intervention, and life education, and notifies the parents, suggesting medical treatment, but the student or parents conceal the true situation or are still unwilling to seek medical treatment even though they are aware of the danger, and are also unwilling to let the student suspend school, the university can be exempted from liability in the event of self-injury or suicide, provided that it has fulfilled its corresponding obligations.

(2) Suicide behavior caused by students' poor psychological endurance: If university staff members perform their duties normally in educational and teaching management activities without any misconduct, but students choose to commit suicide due to their poor individual psychological endurance, the university can be exempted from liability. For example, in the classroom, a teacher provides objective feedback on a student's performance, and the student feels unable to accept the teacher's evaluation and exhibits extreme behavior. If the teacher's words and actions are not at fault, the university is exempted from liability.

(3) Student suicide caused by illegal or unethical behavior of university faculty and staff: If a married faculty member or supervisor of a university engages in a "teacher-student romance" with a student, or if a supervisor threatens a student with not signing a paper to do something the student is unwilling to do, leading to the student's suicide, the faculty member himself/herself should bear legal responsibility. However, if the university has inadequate management, it should also bear civil joint and several liability for compensation.

It is particularly important to point out that regardless of the reason, as long as a student suicide or self-injury incident occurs within the time and space scope of the supervision authority of the university, the university bears the collateral obligation to provide timely and proper assistance. If the university fails to fulfill this obligation, it needs to bear corresponding responsibility within its scope of duties.

In brief, if a student suicide or self-injury incident occurs in a university, the court should determine whether the school needs to bear tort liability based on whether it has fulfilled its relevant obligations.

2. Situations where students' violations cause injuries. If a student commits an act that violates school rules or safety guidelines on campus and results in their own injury accident, the university can be exempted from liability. This is because students, as individuals with full civil capacity, have a clear understanding of the potential consequences of their actions and should be responsible for their own actions and bear the resulting consequences. For example, a female student climbed out of the second-floor window of her school dormitory to meet her boyfriend after it was closed late at night. When she jumped, her boyfriend failed to catch her, causing her to land and get injured. In this incident, the female student's

behavior violated the school's management regulations by climbing out of the window without permission. Moreover, the female student had a clear understanding of the danger of jumping from the second floor. In this case, the university has fulfilled its management and educational obligations by formulating safety management regulations and dormitory management measures, so the school is not responsible.

Of course, universities should actively respond to any accidents involving student safety, promptly take measures for rescue and handling, in order to minimize harm and protect students' rights and interests.

### 6.3. Accidents Caused by the Fault of a Third Party

Although students in higher education institutions primarily engage in activities on campus, they inevitably interact with society. For instance, college students participate in internship and practical activities outside the campus, which to some extent increases the risk of personal safety being infringed upon by third parties outside the campus.

1. If an accident occurs outside the normal educational and teaching schedule of a university, and the occurrence of the accident is not directly related to the normal educational and teaching management activities of the university, then the responsibility should be borne by the party who committed the infringement. In such cases, the university should be exempted from liability. For example, if a student is injured by a third party while participating in an internship or part-time job outside the university, the third party should bear legal responsibility; if the student is participating in an off-campus practical activity organized by the university, and an off-campus third party causes injury to the participating student, the third party should bear the liability for compensation, but if the university is at fault during the organization of the activity, it needs to bear supplementary liability. Of course, even if the school is not required to bear responsibility, it should provide safety education related to internship and practice, including traffic safety, to students in daily educational management.

2. If an accident occurs within the territorial scope where the university bears supervisory responsibilities, but the cause of the accident is not directly related to the university, whether the university needs to bear responsibility depends on whether it has fulfilled its obligations of education, reminding, and necessary safety guarantees. If the university can prove that it has fulfilled these obligations, then it does not need to bear legal responsibility.

For example, when a school organizes a football match on campus, in addition to its own football team, it also invites multiple football teams from outside the school to participate. If a conflict arises between the two teams during the match and an on-campus team member is injured by an off-campus team member, although the accident occurs on campus, the student is injured by a third party, and the third party bears full responsibility. If the third party who injured the student did not come by invitation but sneaked into the school when the security guard

was not paying attention, then in addition to the third party's liability for compensation, the school should bear supplementary liability due to its negligence in management. If the injury occurs due to physical contact during a normal match between football teams, and the person causing the injury did not do so intentionally or due to gross negligence, then the person causing the injury does not have to bear liability. This is because according to Article 1176 of the Civil Code, if a victim voluntarily participates in a cultural and sports activity with certain risks and suffers damage due to the actions of other participants, the victim may not request other participants to bear tort liability, unless the other participants caused the damage intentionally or due to gross negligence.

In summary, in personal injury accidents caused by third parties, universities should bear responsibility based on whether they have fulfilled their corresponding educational management and safety guarantee obligations, as well as whether the accident occurred within the scope of their supervisory duties. For accidents that fall outside the scope of university responsibilities, universities should be exempted from liability. This is not only conducive to the normal and stable development of universities, but also in line with fair and reasonable legal principles.

### 6.4. Personal Injury Accidents Caused by Force Majeure

"Force majeure" typically refers to natural forces that are "unforeseeable, unavoidable, and insurmountable." Examples include natural disasters such as earthquakes, typhoons, and mudslides. These types of accidents are often sudden and unpredictable. As educational institutions, universities find it difficult to foresee and fully prevent such accidents under normal circumstances. Therefore, in the event of such accidents, if universities have fulfilled their reasonable safety management obligations, such as conducting safety education in advance and formulating emergency plans, they should be exempted from liability.

### 6.5. Injury Accidents that Occur during Students' Off-Campus Accommodation

This is a relatively complex issue. The reason for its complexity is that there are currently no laws, regulations, or departmental rules stipulating that "students must live on campus", yet in fact, all universities enforce a mandatory requirement for students to live on campus.

The Ministry of Education issued the "Several Opinions on Further Strengthening the Management of Student Apartments in Colleges and Universities" in February 2002, and the "Several Opinions on Strengthening the Safety Management of Student Apartments in Colleges and Universities" in August 2002. Both "Opinions" require schools to strengthen safety management of student dormitories, but they do not mention whether students must live on campus. In March 2005, the Ministry of Education revised the "Regulations on the Management of Students in General Colleges and Universities", and Article 49 states: "The school shall establish and improve the student accommodation management system. Stu-

dents shall comply with the school's regulations on student accommodation management." This "Regulation" also does not specify whether students must live in on-campus dormitories. The "Higher Education Law" also does not stipulate requirements for college students' accommodation. However, most internal dormitory management regulations of colleges and universities stipulate that students are not allowed to rent houses outside the campus if the school provides accommodation conditions.

So, in the absence of legal basis, do universities have the right to force students to live on campus? Or do students have the right to choose off-campus accommodation? The answers to these two questions affect the determination of liability in injury accidents.

If students are legally allowed to choose off-campus accommodation, they have the right to do so freely. In this case, any injury accidents that occur during their off-campus accommodation are beyond the temporal and spatial scope of school management, and the school is not obligated to provide safety guarantees, thus not bearing any responsibility. If students' off-campus accommodation does not comply with relevant regulations, there are two situations: one is unauthorized off-campus accommodation; the other is off-campus accommodation with the school's approval. For the former, students' unauthorized off-campus accommodation violates school regulations. If the school has fulfilled its obligations of educational management and reminder, then any injury accidents that occur during off-campus accommodation have nothing to do with the school, and the school does not need to bear legal responsibility. For the latter, students apply for off-campus accommodation due to special circumstances (such as suffering from a special disease or having their family home in the same city as the school), and after obtaining the school's approval, the school's duty of care extends from on-campus to off-campus. Unless the student or parent provides a written commitment to assume safety responsibility during off-campus accommodation, the school's approval also implies an endorsement of safety responsibility. The written commitment of the student or parent is equivalent to voluntarily transferring the school's safety guarantee obligation to themselves, which does not violate legal provisions and should be valid according to law.

## 7. Conclusions

There exists an administrative contractual relationship of "entrusted education management" between universities and students, but this contractual relationship does not necessarily entail the obligation of universities to ensure the safety of students. Therefore, if an injury accident occurs during a student's time at university, it does not automatically mean that the university bears responsibility. Instead, it is necessary to determine whether the university is liable for tort based on the safety obligations of "managers of public places or organizers of mass activities" as stipulated in the Civil Code, taking into account the cause of the accident and whether the university has fulfilled this obligation in the accident, that is,

whether there is "fault". Because the "principle of fault liability" is the core principle of tort liability in civil law, unless explicitly stipulated by law, no one should impose "presumed fault liability" or "no-fault liability" on universities without reason. This is a basic requirement for comprehensively governing the country according to law, and it also ensures the legitimate rights and interests of universities and fulfills the fundamental need to build a strong educational country.

Looking at international experience, whether it is the evolution of the United States from "replacing parents" to "reasonable duty of care", or the practice of Germany, Japan, and other countries defining and diversifying risks through insurance systems, the common trend is to abandon the unlimited liability of universities and shift towards defining their obligation scope based on their actual control and foreseeable possibility under the framework of fault liability. This is consistent with the inherent spirit of the principle of fault liability upheld by Chinese law. The Chinese society's understanding of the responsibility of universities should also shift from the traditional "parental style" full responsibility to a "limited liability" concept based on fault and reasonable care that matches the spirit of modern rule of law.

## Conflicts of Interest

The author declares no conflicts of interest regarding the publication of this paper.

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