General Guidelines Regarding Affiliation Agreements (MOUs) from General Counsel and Legal Affairs

The overarching concerns of the General Counsel’s Office are to:

A. ensure that the agreement contains the language necessary to make it legal pursuant to Illinois law;
B. the limitation of University liability; and
C. insurance coverage issues. In particular among the provisions the General Counsel’s office wants to see in these Agreements (all of which are contained in the University form agreement) are the following:

1. The language of the agreement should make it patently clear that this is an unpaid internship, clinical experience and/or practical learning experience;
2. The language in the agreement should plainly state that the facility assumes full responsibility for the care, treatment and service to its clients and patients and that University bears no responsibility for such matters;
3. The language in the agreement should plainly state that the facility is solely responsible for the direct supervision, direction and control of the student interns while they are working at the facility pursuant to the agreement;
4. That the appropriate indemnification language is present, i.e., that it expressly states that each party will indemnify and hold the other harmless for the actions and omissions of the other that lead to personal injury or property damage.
5. That the agreement is to be governed by Illinois law;
6. That any dispute arising from the Agreement must be brought in a court of competent jurisdiction in the State of Illinois. (At the very least it must be stipulated that any claim against University must be brought in a court of competent jurisdiction within the State of Illinois.); and
7. The appropriate insurance language for both parties.
8. That the appropriate FERPA language is present.