**Non-Clinical Affiliation Agreement**

This Non-Clinical Affiliation Agreement (“Agreement”) is between the Board of Trustees of the University of Illinois, a public body corporate and politic of the State of Illinois, for its Department/Unit at the University of Illinois , ("Illinois"), and Facility, a  of State with principal office at Facility's address, (“Facility”).

1. **PURPOSE**

As part of its ongoing instruction and preparation of its  students through classroom and laboratory experiences, Illinois seeks relevant, supervised experiences in non-clinical practice settings for its students who are in good academic standing. The Facility is able to provide a non-clinical practice setting, supervised experience, and related educational facilities for these students (“Placement”).

# TERM AND TERMINATION

**2.1** This Agreement shall become binding as of the date of execution of this agreement. This Agreement shall continue for  unless earlier terminated.

**2.2** Either party may terminate this agreement for convenience and without cause by providing at least 90 days’ prior written notice to the other party.

**2.3** A party that defaults in performance or commits a material breach of this agreement, including but not limited to failure to meet insurance requirements, failure to provide a supervisor who has appropriate credentials, and, if applicable, failure to maintain licensure or certification (“Defaulting Party”) shall have 30 days to cure the default or breach after receiving notice from the non-defaulting party. The non-defaulting party may terminate this agreement without further notice and pursue other available legal remedies if the defaulting party fails to cure the breach within the prescribed period, or within such other period of time that is agreed by the parties in writing.

**2.4** Notwithstanding the foregoing paragraphs, students placed at Facility at the time that notice of termination or non-renewal is received shall be allowed to complete their placement, except as to any student against who Facility has invoked section 7.

# PLACEMENT OF STUDENTS

At or before the start of each academic year, Facility and Illinois shall agree upon the number of students to be placed at Facility, the duration of each individual Placement, and other pertinent details of each Placement. If any circumstance arise after the parties have agreed on the Placement details for the relevant academic year that may interfere with a Placement or a student’s successful completion of the Placement, Facility and Illinois will use their best efforts to reach a mutual agreement between themselves and with the student regarding the options for completing, rescheduling, or canceling the Placement. No monetary compensation for a Placement shall be given by Illinois or received by Facility.

# DUTIES OF ILLINOIS

* 1. Illinois shall select only qualified students in good standing to participate in Placement. Illinois shall provide the basic preparation of the students through classroom instruction and practice and shall provide the educational direction for the Placement.
	2. Illinois shall designate in writing a faculty or staff member as a liaison (“Illinois Liaison”) to the Facility to provide consultation with a representative of Facility (“Facility Liaison”) regarding student placements, supervision, and periodic review of student progress toward meeting the Illinois' educational objectives. Illinois shall monitor students’ progress in fulfilling placement responsibilities via regular meetings with students and Facility.
	3. Illinois shall take all reasonable steps to inform student(s) that they must adhere to the following requirements during the Placement:
1. All policies, procedures, and standards established by the Facility, and shall adhere to such under the specific instruction of supervisory staff of the Facility. Illinois or Facility may immediately remove any student deemed to be unsafe to clients, employees, or others. The party who took the action to remove the student shall notify the other party of said action as soon as possible but in no event later than 48 hours after said removal. Facility reserves the right to prohibit the return of any such students unless a corrective action plan satisfactory to Facility has been proposed and implemented. Facility further reserves the right to request removal of any student whose conduct is contrary to Facility's standards of conduct as set forth in its policies and procedures.
2. Procure, pay for, and provide a criminal history background check and any required immunization records, drug screening, or other medical checks to Facility if required by Facility. Neither Facility nor Illinois shall be required to pay any costs associated with said checks or tests.
3. All transportation to and from various locations served by the Facility is the responsibility of each student.
4. Establish schedules and notify Facility and Illinois of any absences or necessary schedule changes.
5. Obtain prior written approval of Facility and Illinois before publishing any material relative to the Placement.

**4.4** If required by [School or Department], Illinois shall, for each student, complete an Assignment Form in the form of Attachment 1 to this agreement to be signed by Field Instructor, Illinois Liaison, and student.

# DUTIES OF FACILITY

* 1. Unless otherwise agreed by Facility and Illinois, Facility shall assume responsibility for providing supervision of student(s) and, through Facility Liaison, complete periodic evaluations of each student’s performance in accordance with Illinois’ instructions in a timely manner. Facility shall provide meaningful and appropriate on-site learning experiences to student to achieve the Illinois' educational objectives for the Placement that are pertinent to student’s areas of study. The Facility shall provide access to records, appropriate space, and other Facility resources as may be required. Unless otherwise instructed by      , the Facility Liaison should provide       with evaluations of the student’s performance in accordance with the timeline sent to Facility Liaison and students. These evaluations summarize the student’s progress and are to be signed by the student and Facility Liaison.
	2. Facility shall designate a Facility Liaison to provide instruction and supervision of students throughout the placement period. Facility and Illinois shall mutually agree upon appropriate certifications or credentials and responsibilities of the Liaison In order to be qualified to supervise a student in      , Facility Liaison must be certified by applicable accrediting bodies and licensed to practice in the state where they are employed as a [Enter profession]. If no qualified supervisor is available, Facility will work with Illinois to arrange appropriate consultation for the students. Facility Liaisons must be familiar with the Enter Department's responsibilities and manuals (if any) for serving as a Facility Liaison.
	3. Facility shall provide students with a comprehensive orientation to Facility’s premises, including policy and procedures, roles and responsibilities, and information about crucial incidents that present possible safety issues in the area where students will be training.
	4. If available, immediate provision of emergency health care to student(s) shall be assured in any instance of injury or illness at the Facility. Expenses of such care shall be the sole responsibility of the student.
	5. Facility shall have all responsibility for client care and safety. Facility shall not replace its staff with students nor allow students to render Facility’s services except as permitted by law and as part of a supervised educational experience agreed between the parties in the student’s learning plan.
	6. At the Facility’s discretion, student(s) may be permitted to undertake certain defined activities with appropriate supervision and direction. Student(s) may be employed in the field outside regular educational hours, provided the work does not interfere with regular academic responsibilities; the work must be non-compulsory, paid, and subject to standard employee policies of Facility. Facility agrees, under these specific circumstances to insure the student(s) as they would any other employee of their Facility.
	7. Facility shall obtain the necessary information and permissions from students if Facility requires immunization records, drug screening, or other medical history from students prior to placement. Facility shall make said request no later than seven business days prior to start of placement.

**5.8** Facility shall obtain the necessary information and permission from students to conduct criminal history background checks if Facility requires such checks prior to placement.

**5.9** Facility agrees to comply with all applicable laws, regulations, rulings, or enactments of any governmental authority. The Facility shall obtain (at its own expense) from third parties, including state and local governments, all applicable licenses, permissions, and accreditations necessary to maintain its operation.

**5.10** Facility may be asked to complete an Assignment Form for each student in the form of Attachment 1 to this Agreement, to be signed by Facility Liaison, Illinois Liaison, and student.

# Insurance

* 1. Illinois maintains a program of insurance for general and professional liability through a combination of self-insurance and commercial coverage. Illinois students, who at the time of an occurrence are acting within the scope of duties assigned to them pursuant to this agreement, are covered under the insurance program. The limits of liability under the terms of the program are $1,000,000 per claim or occurrence and $3,000,000 aggregate. Nothing herein should be construed to imply that students working for Facility outside of the scope of this agreement are covered by Illinois’ liability insurance. Illinois shall inform students receiving a stipend for participation that they are not covered by Illinois insurance and must obtain and show proof of their own insurance.

**6.2** Facility shall maintain the following minimum insurance coverage for its employees, agents, and servants; professional liability $1,000,000 per claim or occurrence, $3,000,000 aggregate; general liability insurance $1,000,000 per claim or occurrence and $2,000,000 in the aggregate; automobile liability insurance $1,000,000 for bodily injury and property damage; and Workers Compensation with policy limits for $500,000 per disease and per employee. Facility shall furnish Illinois with a certificate of insurance or other written document reasonably satisfactory to the Illinois as evidence of its insurance coverage in full force and effect. Host Institution shall send evidence of insurance coverage to Illinois at the address shown in section 10 prior to the beginning of the student placement.

# DISPUTES

# Illinois or Facility may immediately remove any student deemed to be an immediate threat to the Facility’s operations or clients, patients, employees, or others. The party who removed the student shall notify the other party of the removal as soon as possible but in no event later than 48 hours after said removal. Facility reserves the right to prohibit the return of any such student unless a corrective action plan satisfactory to Facility has been proposed and adopted by Illinois and the student. If Facility desires to remove a student for any other reason, it shall notify Illinois in writing of the reasons for the removal and shall consult with Illinois before removing the student.

# WORK STOPPAGE

# In the event of a work stoppage at Facility’s premises, each party will encourage students to assume a neutral position and to remain uninvolved with the work stoppage. Neither party will require students to cross any picket lines in violation of work stoppage activities nor participate in picketing or other work stoppage activities. Students may attend meetings and other gatherings related to work stoppage in order to observe. Neither party shall take any action in violation of the National Labor Relations Act and related state law.

# LIABILITY

Neither party to this agreement shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other, unless such liability is imposed by law. This agreement shall not be construed as seeking either to enlarge or diminish any obligation or duty owed by one party to the other or to a third party.

# NOTICES

**Delivery.** To be enforceable, all notices must be in writing and delivered to the party’s representative(s) named below, appropriate to the nature of the notice, by either certified mail, return receipt requested, or by an overnight courier or commercial carrier with delivery receipt. Notices are effective upon receipt by the designated representative. A party may change its representative at any time by written notice to the other party.

**Directing Notices.** Facility shall direct all general notices or matters of contract interpretation to Illinois’ Contract Representative and notices involving technical or operational issues to Illinois’ Operational Representative. Facility shall direct all formal legal notices to The Board of Trustees.

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| **Illinois Business Representative**                    Tel.:      Email:       | **Facility Business Representative**[Contact Person Name][Host Institution Name][Address][City, State, Zip]Tel.: [Contact Person Phone #]Email: [Contact Person Email Address] |
| **Illinois Legal Notices**The Board of Trustees of the University of IllinoisATTN: Secretary of the Board352 Henry Administration Building506 S. Wright StreetUrbana, IL 61801 | Illinois Contract Representative[Host Institution Name][Address][City, State, Zip]Tel.: [Contact Person Phone #]Email: [Contact Person Email Address] |

# GENERAL PROVISIONS

* 1. **Amendment.** No proposed amendment to this agreement shall be effective unless made by a written amendment signed by each party’s authorized signatory.
	2. **Waiver.** The failure of either party to enforce any provision of this agreement shall not waive the party’s right to later enforce the provision or the agreement.
	3. **Severability.** If any provision of this agreement is held by a court of competent jurisdiction to be unenforceable, the provisions shall be severed from this agreement so long as severance does not affect the enforceability or essential purpose of the remainder of the agreement.
	4. **Integration.** This agreement, together with its exhibits, attachments, amendments, addendums, and incorporated references, constitutes the parties’ entire agreement regarding the subject matter, and this agreement supersedes all previous or contemporaneous communications (oral and written) between the parties relating to the subject matter.
	5. **Non-Discrimination.** Each party agrees to comply with all federal and state nondiscrimination, equal opportunity, and affirmative action laws, orders, and regulations that are applicable to the party. The parties shall not engage in discrimination or harassment against any person because of race, color, religion, sex, national origin, ancestry, age, order of protection status, genetic information, marital status, disability, sexual orientation, gender identity, unfavorable discharge from the military, or status as a disabled veteran or a veteran of the Vietnam era.
	6. **Use of Names.** Without the express written permission of the other party and, if an individual’s name be concerned, of that individual, neither party shall use the name or protected marks, or any abbreviations thereof, of the other party or the name of any employee or student of the other party in any form of advertising, publicity, or commercial use, except as may be required by a party’s accrediting agencies. To seek permission from Illinois, Facility must submit the proposed use well in advance of any deadline to:

**For Urbana campus:** Associate Chancellor for Public Affairs, University of Illinois, 507 E. Green Street, Champaign, IL 61820; Tel. (217) 333-5101; email publicaffairs@illinois.edu.

* 1. **Choice of Law.** This agreement and all claims arising out of or relating to this agreement shall be governed and construed by application of the laws of the State of Illinois, without regard to its conflicts of law provisions. All claims against Illinois must be filed in accordance with the Illinois Court of Claims Act. Nothing in this agreement is intended by Illinois to waive sovereign immunity or any other defenses or immunities afforded by either or both Illinois and U.S. federal law.
	2. **FERPA**. Illinois and Facility acknowledge that certain information about Illinois' students is contained in records maintained by Illinois and/or Facility and that this information is confidential by reason of Illinois policy and the Family and Educational Rights and Privacy Act (FERPA) of 1974 (20 U.S. C. 1232g). Both parties agree to protect these records in accordance with FERPA and Illinois policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities.
	3. **No Third Party.** Nothing in this agreement is intended to or shall create any rights or remedies in any third party.
	4. **Independent Contractor.** The parties are independent contractors with respect to each other. Nothing in this agreement is intended to create any employment, association, partnership, joint venture, or agency relationship between them. While engaged in educational activities related to the Placement, students shall not be considered agents or employees of the Facility.
	5. **Conflict of Interest.** Facility represents that, to the best of its knowledge, there exists no actual or potential conflict between the Facility's business, or financial interests and its obligations under this agreement. If a change in Facility’s business or financial interests or its obligations under this agreement create an actual or potential conflict, Facility will provide prompt written notice to Illinois.
	6. **Litigation.** In the event of any third-party litigation arising in connection with this agreement, Illinois and Facility agree to cooperate in risk management, prevention, claims investigation, and litigation under the direct control and supervision of their respective legal counsel.
	7. **Force Majeure.** A party shall be excused from liability for its failure or delay in performance of any obligation under this agreement due to an event beyond that party’s reasonable control, including but not limited to acts of God, fire, flood, explosion, earthquake, or other natural disaster, war, civil unrest, strike or labor disturbance, acts of government, such as government-declared disaster, pandemic or public health emergency, or any other event that renders the party’s performance impossible or illegal. Such excuse from liability shall be effective only to the extent and duration of the event causing the failure or delay in performance and only if the party has not caused the event to occur and continues to use diligent, good faith efforts to avoid the effects of the event and to perform the obligation if possible. The party claiming force majeure must give notice to the other party promptly upon becoming aware of the event. Notwithstanding the foregoing, if the event of force majeure extends beyond 60 days or is reasonably expected to extend beyond the performance period, either party may terminate this agreement by written notice to the other party, with the consequences of such termination as if this agreement had expired by its terms.
	8. **Assignment.** Neither party may assign its obligations under this agreement without the prior written consent of the other party. Such consent shall not be unreasonably withheld if the assignment is in the context of a merger between a party and an affiliated entity of such party, provided that the obligations of such party under this agreement shall not be extinguished or otherwise affected by any such assignment. Any attempted assignment in violation of this provision is valid.
	9. **Counterparts and Facsimiles.** This agreement may be signed in counterparts. Facsimile signatures constitute original signatures for all purposes.
	10. **Ambiguities.** Any rule of construction that would resolve ambiguities against Illinois as drafter shall not apply in interpreting this agreement.
	11. **Representation of Signatories.** The individuals signing this agreement on a party’s behalf represent that they are authorized and intend to bind their respective parties in contract.

**THE BOARD OF TRUSTEES** **NAME OF FACILITY**

**OF THE UNIVERSITY OF ILLINOIS**

By: By:

Paul N. Ellinger, Interim Comptroller

Date: Printed:

 Title:

 Date:

**Approved as to Legal Form by the Office of University Counsel AJH 12/17/2021**

**Changes to template require University Counsel and Purchasing and Contract Management approval.**

ATTACHMENT 1

**Student Placement Assignment Form**

*(Example only. To be filled out and filed with campus unit prior to each student’s rotation at Host Institution’s facility.)*

Illinois’ [School or Department] confirms that [Student Name] (“Student”) will be assigned to a student placement experience at [Name of Host Institution] (“Facility”) from [Semester Start Date] through [Semester End Date]. Student will spend a minimum of 400 hours and mimimun of 10 weeks at agreed days per week at Facility over  one semester. Student will follow Facility’s holiday schedule and not that of Illinois for purposes of student’s schedule at the Facility.

Facility is expected to provide an orientation to include its programs/services and other general and safety information. Facility Liaison should familiarize themselves with Illinois’ instructions and documented Field Instructor responsibilities. Facility Liaison may be expected to complete online training.

The Learning Plan defines learning experiences roles the Student will experience while in the placement setting. The Facility Liaison should provide Illinois’ [School or Department] with evaluations of the Student’s performance as outlined in the timeline sent to Facility Liaisons and students. These evaluations summarize the Student’s progress and are signed by the Student and Facility Liaison. The Illinois Liaison will make a site visit as outlined in the timeline.

If questions or problems arise during the field placement that cannot be resolved between the Facility Liaison and student, Facility Liaison or student should refer the matter to the Illinois Liaison for assistance.

Acknowledged by:

Facility Liaison

Student

Illinois Liaison

Date