



**AGREEMENT FOR STUDENT PLACEMENT IN A FOREIGN COUNTRY**

**CLINICAL PRACTICE SETTING**

**FOR UIC COLLEGE/SCHOOL NAME**

This Agreement for Student Placement in a Foreign Country Practice Setting (this “Agreement”) is entered into by and between the Board of Trustees of the University of Illinois, a public body corporate and politic of the State of Illinois, United States of America (“UIC”), for and on behalf of the University of Illinois Chicago DEPT / COLLEGE / SCHOOL NAME (“College”), and OTHER PARTY’S FULL LEGAL NAME, a(n) ENTITY TYPE of CITY, COUNTRY, with principal offices at ADDRESS (“Facility”).

**WHEREAS**, as part of its ongoing instruction and preparation of its students through classroom and laboratory experiences, College seeks relevant, supervised experiences in practice settings for its students who are in good academic standing; and

**WHEREAS**, Facility is able and willing to provide a supervised practice setting and related educational facilities for College students (a “Placement”).

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

**1. Effective Date and Extension**

This Agreement shall become effective as of the date of the last signature appearing below and continue for one (1) year. The term of this Agreement will be automatically extended for up to four (4) successive periods of one year each (subject to Paragraph 7, below) on the same terms and conditions as in effect immediately prior to the then-current expiration date, unless either party gives the other notice of non-extension at least ninety (90) days before the then-current expiration date.

**2. Placement of Students**

At or before the start of each academic year, Facility and College 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 College 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 UIC or received by Facility.

### **3. College Responsibilities**

**3.1.** College shall provide basic preparation of the students through classroom instruction and practice. College shall provide educational direction and guidance to its students in the selection and completion of an appropriate Placement with Facility. College shall designate a faculty or staff member as a liaison to Facility to facilitate communication regarding the Placements, student supervision, and periodic review of student progress toward meeting College's and each student's educational objectives.

**3.2.** College shall take all reasonable steps to inform each student of the following:

- a. The student must adhere to all policies, procedures, and standards established by Facility, and the student shall do so under the specific instruction of supervisory staff of Facility. College or Facility may immediately remove any student deemed to be clinically unsafe to Facility's 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 forty-eight (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 College and the student. 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.
- b. Each student shall wear the uniform and identifying insignia of College at all times at Facility, unless otherwise instructed by the supervisor at Facility.
- c. Each student shall be responsible for the student's own transportation and shall not be authorized to transport any client of Facility by car or other vehicle.
- d. Each student shall provide proof to Facility of health insurance coverage during the Placement and shall comply with all health and immunization requirements of Facility.
- e. Each student shall be responsible for adhering to established schedules and notifying Facility and the College liaison of any absences or necessary schedule changes.

- f. Each student shall obtain prior written approval of Facility and College before publishing any material relative to the Placement.
- g. Each student shall maintain confidentiality related to Facility's employees, patients, clients, customers, business operations, and trade secrets.
- h. Each student is responsible for the following expenses:
  - i. UIC tuition and fees; and
  - ii. Costs associated with passports, visas, and all legally required documentation; and
  - iii. Costs associated with all required and optional vaccinations and inoculations; and
  - iv. Roundtrip transportation between the United States and Facility and any incidental transportation expenses incurred during the Placement; and
  - v. Housing and meal expenses during the Placement, unless otherwise provided by Facility; and
  - vi. Books, photocopies, clothing, and personal expenses; and
  - vii. Premiums to maintain in full force and effect a policy of health insurance and international insurance coverage for emergency evacuation, repatriation of mortal remains, accidental death and dismemberment, and all costs associated therewith. Coverage limits shall be as required by UIC. Proof of said coverage shall be required; and
  - viii. All other incidental expenses and debts incurred during the Placement.

#### **4. Facility Responsibilities**

- 4.1.** Unless otherwise agreed by Facility and College, Facility shall assume responsibility for providing supervision of students and shall cooperate in providing systematic written review of their performance in the Placement in accordance with the requirements of College. Facility and College shall mutually agree upon appropriate responsibilities and certifications or credentials of the supervisor. Facility shall provide meaningful and appropriate learning experiences to students to achieve College's and each student's educational objectives for the Placement. Facility shall provide access to records, appropriate space, and other Facility resources as may be required by the students or College to meet educational objectives in connection with the Placement experience.
- 4.2.** If available, Facility shall assure immediate provision of emergency health care to students in any instance of injury or illness at Facility. Expenses of such care shall be the sole responsibility of the student.
- 4.3.** A student is not an employee of Facility under the terms of this Agreement and may

not take the responsibility or place of qualified staff. The student will be covered by the student's own personal accident and health insurance.

- 4.4. After demonstrating proficiency, students may be permitted to undertake certain defined activities at Facility with appropriate supervision and direction. Provided the work does not interfere with regular academic responsibilities, students may be employed in the field outside regular educational hours so long as the work is non-compulsory, paid, and subject to standard employee policies of Facility. Facility agrees, under these specific circumstances, to insure the students as they would any other employee of Facility. Facility's workers' compensation applies if student is employed.
- 4.5. Facility agrees to comply with all applicable laws, regulations, rulings, and enactments of any applicable governmental authority. At its own expense, Facility shall obtain from third parties, including regional and local governments, all applicable licenses, permissions, and accreditations necessary to maintain its operation.
- 4.6. Facility shall hold orientations upon arrival the students to fully inform students of their responsibilities.

## **5. Insurance**

- 5.1. By action of the Board of Trustees of the University of Illinois on August 1, 1976, a liability self-insurance plan was established, most recently amended on September 20, 2020. The Program and Plan documents are available on request. Under the terms of said Plan, UIC students, who at the time of an occurrence are acting within the scope of duties assigned to them pursuant to this Agreement, are named insureds under the Plan. The limits of liability under the terms of the Plan are US\$1,000,00 per claim or occurrence and US\$3,000,000 aggregate. While the Program and Plan are in effect as to the date hereof, nothing contained herein shall be construed as precluding said Board of Trustees from modifying, revising, or canceling, in whole or in part, the Program or the Plan; however, UIC agrees to publish at least a 30-day public notice in the event the Program or Plan is modified or canceled in whole or in part. Nothing herein should be construed to imply that students working for Facility outside of the scope of this Agreement (*e.g.*, pursuant to Paragraph 4.4) are covered by UIC's liability insurance.
- 5.2. Facility agrees to maintain professional and general liability insurance, or self-insurance, in the minimum amounts of US\$1,000,000 per claim or occurrence, US\$3,000,000 aggregate, for its employees, agents, and servants, with an insurance carrier acceptable to UIC. Facility shall furnish UIC with a certificate of insurance or other written document reasonably satisfactory to UIC as evidence of its insurance

coverage in full force and effect. Facility shall send evidence of insurance coverage to UIC at the address shown in Paragraph 8 prior to the beginning of the Placement.

**6. 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.

**7. Termination**

**7.1.** Either party may terminate this Agreement for convenience by providing not less than ninety (90) days' prior written notice to the other party.

**7.2.** 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 thirty (30) days to cure the default or breach after receiving notice from the non-defaulting party. Notice of breach must be in accordance with the provisions of Paragraph 8. If the breach is not cured within the prescribed period, the non-defaulting party may terminate this Agreement by giving ten (10) days' prior written notice to the Defaulting Party.

**7.3.** 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 whom Facility has invoked Paragraph 3.2(a), above.

**8. Notices**

To be enforceable, all notices required under this Agreement must be in writing and delivered to the party's address, identified below, by registered or certified mail, return receipt requested, or by an overnight courier or internationally recognized express mail service with delivery receipt. Notice is effective upon receipt by the intended recipient.

Notices to Facility shall be sent to:

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Attn: \_\_\_\_\_

Notices to UIC shall be sent to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_

With a copy to:

UIC Office of University Counsel  
1737 West Polk Street, Suite 405  
Administrative Office Building, MC 225  
Chicago, Illinois 60612 USA

## **9. General Provisions**

- 9.1.** Facility certifies that it will comply with all applicable provisions of the Equal Opportunity Employment Clause at 44 Ill. Adm. Code 750, Appx. A, which forms a part of this Agreement by reference. Each party agrees that in connection with this Agreement, it will not offer, promise, or give, directly or indirectly, anything of value to any government official, political party official, political candidate, or employee thereof or to any third party while knowing that such item of value or any portion thereof may be offered, promised, or given to a government official, political party official, political candidate, or employee thereof for the purpose of obtaining or retaining business. Each party specifically agrees that, in connection with this Agreement, it will take no action, or omit to take any action, which would cause another party to be in violation of the applicable laws of the United States, including the U.S. Foreign Corrupt Practices Act, or any laws applicable to Facility regarding bribery and corrupt practices.
- 9.2.** 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.
- 9.3.** 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, USA, without regard to its conflicts of law provisions. All claims against UIC must be filed in accordance with the Illinois Court of Claims Act. Nothing in this Agreement is intended by UIC to waive sovereign immunity or any other defenses or immunities afforded by either or both Illinois and U.S. federal law.

- 9.4.** Facility acknowledges that UIC is subject to the Family and Educational Rights and Privacy Act (FERPA) of 1974 (20 U.S.C. § 1232g). To the extent Facility generates, maintains, or receives UIC education records related to its students participating under this Agreement, Facility will maintain the privacy of those records and limit access only to those employees or agents with a need to know. For the purpose of this Agreement, pursuant to FERPA, UIC hereby designates Facility as a school official with a legitimate educational interest in the education records of participating UIC students to the extent UIC determines that such access is necessary for Facility to perform its responsibilities under this Agreement.
- 9.5.** If Facility is located in the European Economic Area or the United Kingdom, prior to transferring any personal information that is subject to the European Union General Data Protection Regulation (Regulation (EU) 2016/679) (“GDPR”) to UIC, Facility shall obtain the data subject’s explicit consent to the proposed transfer after informing the data subject of the possible risks of such transfer due to the absence of an adequacy decision and appropriate safeguards.
- 9.6.** Nothing in this Agreement is intended to or shall create any rights or remedies in any third party.
- 9.7.** 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 Facility.
- 9.8.** Facility represents that, to the best of its knowledge, there exists no actual or potential conflict between Facility’s family, business, or financial interests and its obligations under this Agreement. If a change in Facility’s family, business, or financial interests or its obligations under this Agreement create an actual or potential conflict, Facility will provide prompt written notice to UIC.
- 9.9.** 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. If any provision of this Agreement not essential to accomplishing its purpose is held by a court of competent jurisdiction to be unenforceable, the provision shall be severed from this

Agreement. Any rule of construction that would resolve ambiguities against UIC as drafter shall not apply in interpreting this Agreement.

- 9.10.** All commitments by UIC under this Agreement are subject to constitutional, statutory, regulatory, and accreditation limitations and restrictions binding upon UIC.
- 9.11.** In the event of any third-party litigation arising in connection with this Agreement, UIC and Facility agree to cooperate in risk management, prevention, claims investigation, and litigation under the direct control and supervision of their respective legal counsels.
- 9.12.** 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 void.
- 9.13.** 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. No modification of this Agreement shall be effective unless made by a written amendment signed by each party's authorized signatory.
- 9.14.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures constitute original signatures for all purposes.
- 9.15.** The individuals signing this Agreement on a party's behalf represent that they are authorized and intend to bind their respective parties in contract.

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**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the last signature date below.

**THE BOARD OF TRUSTEES OF THE  
UNIVERSITY OF ILLINOIS**

**FULL LEGAL NAME OF OTHER PARTY**

By: \_\_\_\_\_

Avijit Ghosh, Comptroller

Date

By: \_\_\_\_\_

Signature

Date

\_\_\_\_\_

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Signature of Comptroller Delegate

Date

\_\_\_\_\_

Printed Name and Title

\_\_\_\_\_

Printed Name and  
Title of Comptroller Delegate

\_\_\_\_\_

Date

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