

## **STUDENT AFFILIATION AGREEMENT REVIEW CHECKLIST PROCEDURES**

We have received your request for legal review of the following student affiliation agreement:

Compliance with institutional, statutory, and agency requirements is becoming increasingly more complex and scrutinized. Due to the volume of student affiliation agreements received in this office requesting legal review, and toward the goal of assisting all University offices in their compliance mandates, the Office of the Vice President for Legal Affairs and General Counsel has instituted a student affiliation agreement review checklist procedure. This procedure will not only help reduce the time for legal review turnaround, but it will also provide additional institutional documentation of compliance with requirements established by law, the University, and state and federal authorities.

Accordingly, the attached contract checklist needs to be completed before this Office provides its legal review of liability, compliance, and clarification issues. Do not send original contracts to this office. If you have not kept the original of this contract, please let us know. You may retrieve it from our office or we will send it back to you through campus mail so you can complete the contract review checklist procedure.

The Authority to Sign Agreements Policy which was adopted by the WMU Board of Trustees in 1980 can be found on our website at

<http://www.wmich.edu/gc/Authority%20to%20sign%20agreements%20policy.pdf>

Once we receive the completed checklist, please allow a minimum of two weeks for us to respond back to you regarding your agreement. Sometimes the complexity of certain agreements requires obtaining additional information, research, or input from other University offices. In addition, our office is often called upon to deal with numerous other non-contractual legal matters for the University to which we must turn our immediate attention, which could impact agreement review turnaround time. Accordingly, please keep in mind that the sooner you send us an agreement for legal review and processing before any mandated deadlines for signing it, the better. If you have not heard from us within two weeks, though, contact our office to inquire on the status of your agreement

Thank you for your assistance in these continuing efforts toward legal compliance and reducing potential liability for not only the University, but also for your department/office and WMU's faculty, staff, and students.

Carol L. J. Hustoles, Vice President for Legal Affairs and General Counsel  
Carrick C. Craig, Deputy General Counsel  
RoseMarie Roberts, Senior Paralegal  
Phone: 387-1900  
Fax: 387-1904

**WESTERN MICHIGAN UNIVERSITY STUDENT AFFILIATION AGREEMENT  
REVIEW CHECKLIST**

Complete ALL items on checklist and attach before submitting agreement to the Office of the Vice President for Legal Affairs and General Counsel. If item is not applicable, indicate so in "initial box." NOTE: Agreement will be returned if agreement checklist is incomplete. Add extra pages, if needed, if you wish to provide additional information. Allow at least two weeks for response (Call 387-1900 if you have not heard by then).

Requirement:	Description:	Certify by Initials:
1. Agreement, exhibits, and appendices	All documents incorporated by reference in the agreement, including exhibits & appendices, (if any) are ATTACHED.	Yes _____ No _____ * If "No", contract may be sent back for attachments
2. Agreement terms and conditions  * Understanding          * Acceptability	a. You READ THE AGREEMENT, EXHIBITS, and all APPENDICES.  If not who has? _____  b. You are familiar with all laws, guidelines, requirements, etc. referenced in the agreement and exhibits, and assure compliance for WMU  If not, obtain the signature (below) of who will provide compliance assurance:    c. You CERTIFY that the AGREEMENT AND ATTACHMENTS ARE CONSISTENT with WMU's understanding of what WMU and all parties will do under the agreement.	a. Yes _____  No _____  b. Yes _____ No _____ Print Name: _____  c. Yes _____ No _____
3. Indemnification, "hold harmless", liability clause	a. Does agreement have a clause on indemnification, "hold harmless", or liability? NOTE: If so, it MUST be reviewed by Office of VP for Legal Affairs and General Counsel.  b. Is the clause mutual?	a. Yes _____ No _____  b. Yes _____ No _____
4. Confidentiality Clause	If there is a confidentiality clause for WMU, it should state, "EXCEPT AS REQUIRED BY LAW."	Yes _____ No _____
5. Contracting party -WMU Board of Trustees	The contracting party for WMU is stated as being the "Board of Trustees" of Western Michigan University" (NOT a department, school, or individual).	Yes _____ No _____
6. Other party's name, address, contact person	Full name, address, legal status (i.e. corporation, partnership, government agency, etc.) and contact person of other party is included.	Yes _____ No _____
7. Governing law	The agreement is governed under the laws of the State of Michigan OR you certify that you have obtained approval that your dept/office will pay legal fees and expenses for out-of-state legal counsel in case of dispute/question.	Yes _____ No _____
8. Insurance	Manager of Business Services will approve insurance clauses, if any.	Yes _____ No _____
9. Early termination - student finish	Agreement states that if the agreement is terminated early, the student "WILL BE ABLE TO COMPLETE THE INTERNSHIP/PRACTICUM UNDER THE TERMS OF THE AGREEMENT."	Yes _____ No _____
10. Term of agreement;	Term and dates of agreement are included, and WMU either has "out" clause reserved, or does not want the right to terminate agreement early.	Yes _____ No _____
11. Consent and waiver form needed	Does the agreement require students to take drug tests, psychological tests, undergo a criminal background check, or provide medical or other confidential information/records? If so, students must separately sign an authorization and waiver form that should be kept on file with the completed, signed agreement. (Office of General Counsel can assist in drafting the form.)	Yes _____ No _____
12. Education Records	You and the department/ office are aware and ensure that any provisions in the agreement regarding the release of student education records must be in compliance with the Family Educational Rights and Privacy Act (FERPA).	Yes _____ No _____
13. Student health insurance requirement	a. Does the agreement require that the student have health insurance?  b. Is WMU required to verify the existence of health insurance?  c. Have you verified the student has health insurance if required? If not, do this before sending this agreement to be reviewed by the legal office.	a. Yes _____ No _____  b. Yes _____ No _____  c. Yes _____ No _____

14. Students' understanding of	Student has been or will be advised of all her/his responsibilities, obligations, and	Yes _____
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terms	terms of the agreement.	No _____
15. Dispute Resolution Clause	Is there a dispute resolution clause? If so, it must be reviewed by the Office of the VP for Legal Affairs and General Counsel.	Yes _____ No _____
16. Questions/concerns	Are there clauses about which reviewer has concerns/questions? If so, specify and describe below or on an attached sheet.	Yes _____ No _____
17. Printed/typed name; Date	Names and titles of all persons signing agreement are printed or typed below signature AND dates of signatures are included.	Yes _____ No _____
18. Reviewed by (signature):	_____	
Reviewed by (print name and title):	_____	
Department/Office	_____ Phone: _____ Date _____	
<p><b>NOTE: AGREEMENT REVIEW IS LIMITED TO LEGAL LIABILITY AND CONTRACTUAL CLARIFICATION MATTERS. LEGAL REVIEW DOES NOT CONSTITUTE UNIVERSITY APPROVAL OF THE ACADEMIC, BUSINESS, AND OTHER TERMS OF THIS AGREEMENT. ALL OTHER APPROVALS REQUIRED BY WMU MUST ALSO BE OBTAINED FROM THE APPROPRIATE AUTHORIZED WMU REPRESENTATIVES.</b></p>		