Terms of Agreement between Sponsoring Unit and Non-Northwestern Program

From time to time, non-University camps and other educational programs or activities will be hosted on the University campus. Any non-University party supplying or acting as Authorized Adults must secure a Northwestern University host (Sponsoring Unit) in order to utilize campus facilities. The relationship of the non-University party and Northwestern University must be captured in an agreement signed by both parties.

The agreement should include provisions committing the non-University entity to perform the following:

a. Provide at least one administrative Program Director with responsibility for satisfactory operation of the program, including:
   - maintaining discipline among the participants and compliance with University rules, including overseeing the care of residential property and observance of curfews;
   - arranging for medical treatment in all cases of illness and injury occurring during the camp;
   - maintaining regular and open communication with the Sponsoring Unit at the University and participants’ parents;
   - being on call 24 hours a day while the program is in session.

b. Provide a competent staff to supply adequate instruction, supervision (that meets or exceeds the standards set forth in Section C above) and leadership during activities;

c. Conduct appropriate background checks on program staff and director at least comparable to University standards referenced in Section F above.

d. Conduct appropriate training on protecting participants from abusive emotional and physical treatment, and on appropriate or required reporting of incidents of improper conduct to the proper authorities including, but not limited to, appropriate law enforcement authorities. The agreement with the non-University entity should reference, attach, and require compliance with these guidelines and the Reporting Suspected Child Abuse and Neglect Policy and Guidelines Regarding Boundaries with Minors. The non-University entity shall require each of its volunteer or paid service staff to submit a certificate of completion of the DCFS online training for mandated reporters (available at https://www.dcfstraining.org/manrep/index.jsp), records of which will be maintained by the non-University entity. Such certificate must be dated within 3 years of the start of the program.

e. Require its volunteer or paid service staff to complete the Illinois DCFS Acknowledgment of Mandated Reporter Status form (available at http://www.state.il.us/DCFS/docs/cants22.pdf) and maintain a signed form for each of its staff members.

f. Provide the University Sponsoring Unit with regular updates of anticipated space requirements;

g. Assume financial responsibilities of key and lock replacement for keys that are issued for the program and not returned to University Residential Services;
h. Assume financial responsibility for any and all losses or damages to practice facilities, equipment, residence halls, or other University property resulting from any act or failure to act on the part of participants or non-University entity staff;

i. Agree to operate in accordance with all applicable laws;

j. Defend, indemnify and hold harmless Northwestern University, its trustees, officers, agents and employees from and against any and all damages, claims, demands, suits, judgments, penalties, and costs (including reasonable attorneys’ fees and expenses) and all liability imposed by law, for or on account of damage to property or death of or injury to any person or persons (including property and employees of Northwestern University), arising from the program provided by the non-University entity, or the work of its employees, agents or subcontractors in connection with the program set forth in the agreement.

k. Submit to the University Sponsoring Unit, at least one month prior to the start of the program an additional insured endorsement and a certificate of insurance written on an occurrence form issued by a carrier with an A.M. Best rating of A or higher which identifies Northwestern University as an “Additional Insured” and provides a minimum of three million dollars in liability coverage; due to the nature of some events, Northwestern University reserves the right to require additional limits of liability coverage. A complete list of insurance requirements can be found in Independent Contractor Insurance Requirements;

l. The parties should contractually agree that the third party is an independent contractor using the facilities of Northwestern University to conduct a program. Nothing contained in the agreement or in the activities conducted shall constitute either party to be the agent, servant, or employee of the other party, nor create a partnership or joint venture relationship between the parties, and each party shall be fully and solely responsible for its own activities and obligations.

m. Authorized personnel/signatories for non-University groups using University facilities should provide to the Sponsoring Unit satisfactory evidence of compliance with all of the requirements of these guidelines at least thirty (30) days prior to the scheduled use of University facilities, as well as sign an approved agreement for use of University facilities, if applicable.