

**DePaul University College of Law: Field Placement Program  
Affiliation Agreement for For-Profit Entities**

This Affiliation Agreement ("Agreement") is made by and between DePaul University ("DePaul"), an Illinois not-for-profit corporation, \_\_\_\_\_, a DePaul College of Law Student ("Student"), and \_\_\_\_\_ a for-profit entity (the "Company"). This Agreement recognizes a commitment between the Company and DePaul's College of Law to participate collaboratively in the education of Student in DePaul's Field Placement Program by providing an externship experience as described in this Agreement (the "Externship").

- 1. Term of Externship.** The Externship shall correspond with the \_\_\_\_\_ semester and can be modified by agreement of the parties. During this time, the Student shall participate in the Externship by completing \_\_\_\_\_ hours of substantive, legal work in exchange for \_\_\_\_\_ course credits. Throughout the Externship, the Student will be expected to follow all of the applicable policies and procedures of DePaul and the Company. The Company shall provide the Student with sufficient orientation to these policies and procedures at the start of the Externship. DePaul retains the right to terminate the Externship. The Company retains the right to request the withdrawal of any Student whose conduct or work violates the policies and procedures of DePaul or the Company. The parties agree to first consult to try to resolve the matter without removing the Student from the Externship.
  
- 2. Externship Requirements.** The Company will provide a full-time licensed attorney field supervisor ("Field Supervisor") who will assume an educational role in providing a meaningful field-based learning experience and assuring that the student has opportunities for performance of fundamental legal skills. The Field Supervisor will directly supervise the student's performance and provide constructive feedback to the student regarding the performance. The Externship must assist in the development of the Student's fundamental legal skills. Fundamental legal skills include legal analysis and reasoning, legal research, problem solving, interviewing, counseling, negotiation, fact development and analysis, trial practice, document drafting, conflict resolution, organization and management of legal work, collaboration, cultural competency, and self-evaluation., litigation and alternative dispute resolution, organization and management of legal work, and recognizing and resolving ethical dilemmas.
  
- 3. Meaningful Legal Work.** The Company will assign meaningful legal work to the Student from among the following types of assignments (check all that may apply):
  - traditional legal research;
  - writing legal memoranda;
  - orally presenting and/or defending a legal position before a supervisory attorney;
  - drafting legal documents;
  - interviewing and counseling clients;
  - drafting legislation;
  - preparing legal handbooks;
  - planning and/or creating legal systems or procedures;
  - memorializing legal information;
  - instructing others less well-versed about legal matters;
  - participation in depositions;

- preparing and responding to discovery;
- trial preparation;
- negotiation with adverse parties;
- mediation between adverse parties.

**NOTE:** Students may occasionally be required to do ministerial tasks as part of their externships. However, a student gains no educational benefits from ministerial tasks in a law office and these activities are not deserving of academic credit. If ministerial tasks become more than a minor part of a student's assignment, *it is unacceptable* and in some cases could, notwithstanding this Agreement, create an employment relationship between the Student and the Company.

- 4. Faculty Mentors.** The Student is assigned a DePaul Faculty Mentor ("Faculty Mentor"). At the beginning of the semester, DePaul will send the Company contact information for the Faculty Mentor. The Faculty Mentors can be contacted by the Field Supervisor if any problems arise during the Externship.
- 5. Work Schedule.** Generally, the Externship will consist of \_\_\_\_\_ hours a week during a 14-week semester, except for summer when the semester is shorter and students usually work more hours per week. The Student and the Company should, if possible, establish a regular schedule. If the schedule needs to be changed, the Student should seek permission from the Company. The Student should not be given assignments during his or her final examination period.
- 6. Supervision & Evaluation.** The Field Supervisor shall provide the Student with informal and formal feedback throughout the Externship. At the beginning of the semester, DePaul will send the Company contact information for the Faculty Mentor. DePaul (either through the Faculty Mentor, the Field Placement Assistant Director, or the Associate Dean for Experiential Education) and the Field Supervisor will remain in regular communication throughout the Externship. The Field Supervisor shall promptly contact DePaul in the event issues or concerns arise concerning the performance of any Student, or in the event that significant events occur within the Company which may have an impact on any Student's ability to complete the Externship. During the semester, the Field Supervisor must sign-off on the Student's first and second monthly reports. At the mid-point of the Externship and again at the end of the Externship, the Field Supervisor will complete an evaluation for the Student on forms provided by DePaul. Completed evaluations shall be promptly submitted to DePaul for review by the Faculty Mentor or his/her faculty designee. Field Supervisors will be asked to comment about the Student's efforts in terms of his or her (1) legal analysis, (2) legal research, (3) legal writing, (4) ability to orally express ideas and concepts, (5) practical skills, (6) reliability, and (7) cooperativeness. Also, the Field Supervisor will be asked to verify whether the Student completed \_\_\_\_\_ hours of assigned work. The Faculty Mentor will meet with the student during the semester and guide the student's self-reflection about his/her experiences. Students will be awarded credit for the course if they have successfully completed all requirements in a professional manner. The Supervisor and the Faculty Mentor will jointly determine whether the student has successfully completed all requirements for credit.
- 7. Educational Benefit & Employment Status.** Both parties understand that the Student will be in a learning situation and that the primary purpose of the Externship is for the Student's learning. The Student will receive academic course credit from DePaul for his or her educational experiences at the Company, and the coursework associated with those educational

experiences. If Student is not otherwise an employee of the Company, student shall neither be paid wages by either party for participation in the Externship nor covered under DePaul's or Company's Worker's Compensation, social security, or unemployment compensation programs. If Student is otherwise an employee of Company, or if Company is electing to pay Student a stipend for their participation, Company shall assume full and sole responsibility for the payment of any wages or stipends, state and federal income tax, unemployment insurance, social security, disability insurance and other applicable employee withholdings which may apply. If Student is not an employee, Student shall not at any time replace or substitute for any employee at the Company nor shall a Student perform any of the duties normally performed by an employee of the Company except as such duties are a part of his or her training and are directly supervised.

**8. Private Companies.** A Company cannot bill its client(s) for the Student's work on client matters or for its time spent supervising the Student. The Student is allowed to work on pro bono and contingency fee matters. The Student cannot use a 711 License for work at a Company.

**9. Compliance with All Laws.** The Company represents that it will comply with all applicable laws during the externship, including, but not limited to, laws related to workplace discrimination and workplace safety. The Company also agrees to comply with all laws and DePaul policies regarding student privacy and confidentiality, including the Family Educational Rights and Privacy Act (FERPA).

**10. Indemnification.** Company will during and at all times after the date of this Agreement and to the fullest extent permitted by law, defend, indemnify, and hold harmless DePaul and its agents, heirs, successors, assigns, Trustees, affiliates, officers, faculty and employees, past or present, from and against any and all claims, damages, losses, demands, actions, causes of action, suits, liabilities, expenses and fees (including but not limited to attorneys' fees) arising out of or related to any actual or alleged (i) misrepresentation, breach of warranty, breach of promise, or breach of covenant by Company of any representation, warranty, promise, or covenant in this Agreement; or (ii) personal injury, property damage, or financial loss caused, in whole or in part, by the acts, errors or omissions of Company, its employees, agents, representatives or subcontractors arising out of or related to Company's performance of its obligations in this Agreement. Company shall not compromise or settle any claim covered by this indemnification provision without DePaul's consent. This provision shall survive the termination of this Agreement.

**11. Communications.** All communications between DePaul and the Company, except those between the Field Supervisor and Faculty Mentor or his or her delegate, should be directed as indicated below:

**TO DEPAUL:**

Sheila Maloney, J.D.  
Director, Field Placement Program  
25 E. Jackson Blvd., Room 944 OMP  
Chicago, IL 60604  
p. 312-362-8312/f. 312-362-5135  
[smalon11@depaul.edu](mailto:smalon11@depaul.edu)

**TO THE COMPANY:**

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**FOR COMPANY:**

By signing below, the signatory for the Company hereby executes this Agreement and warrants that they are authorized to do so:

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_ Company: \_\_\_\_\_

**FOR DEPAUL:**

By signing below, the signatory for DePaul hereby executes this Agreement and warrants that they are authorized to do so:

Name: David Rodriguez Signature: \_\_\_\_\_

Title: Faculty Director, Field Placement Program Date: \_\_\_\_\_

**STUDENT EXTERN:**

By signing below, the Student Extern acknowledges that he/she has read this Agreement and understands his/her responsibilities under this Agreement.

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Student Extern Date: \_\_\_\_\_