

**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
THE COUNTY OF COOK  
AND  
THE ANATOMICAL GIFT ASSOCIATION OF ILLINOIS**

This Memorandum of Understanding (“Memorandum”) is made by and between the County of Cook (“County”), a body politic and corporate of the State of Illinois, acting through its Office of the Medical Examiner (“ME”), and the Anatomical Gift Association of Illinois (“AGA”), a non-profit institution, (“the Parties”).

**I. RECITALS**

**WHEREAS**, the ME investigates human deaths that fall within a number of categories, including but not limited to criminal violence, suicide, accident, and death resulting from suspicious circumstances;

**WHEREAS**, the ME performs approximately 5,200 autopsies each year and plays a vital role in the administration of justice and protection of public health;

**WHEREAS**, the AGA is a non-profit corporation that manages the body-donor program for medical, educational and scientific institutions;

**WHEREAS**, the AGA is authorized to procure, prepare, preserve and distribute human remains for the purpose of the advancement of medical, anatomical, biological or mortuary science, medical education and general scientific research;

**WHEREAS**, the Illinois Cadaver Act, 410 ILCS 510/1, *et seq.*, (“the Act”), provides that coroners and all other county officers who have custody of human remains that are to be buried at public expense, where there is no will or other written instrument and public notice has been given, shall transfer the remains and authorize their use by any medical, mortuary or other institution of higher science education for the purpose of the advancement of medical, anatomical, biological or mortuary science. ;

**WHEREAS**, the County and the AGA wish to enter into an agreement in accord with the Act whereby the AGA will: 1.) obtain human remains that must be buried at public expense and are in the ME’s possession; 2.) take measures to preserve those remains; 3.) deliver them for their appropriate use to medical, mortuary or other institutions of higher science education within the State of Illinois for the purpose of the advancement of medical,

anatomical, biological or mortuary science; 4.) inter them in a dignified and respectful manner in accord with Illinois law.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements set forth herein, the County and the AGA agree as follows:

**II. INCORPORATION OF RECITALS**

The recitals set forth above are incorporated herein as though fully set forth.

**III. TERM OF AGREEMENT**

This Memorandum shall commence upon execution by both Parties and shall remain in effect for one (1) year. This Memorandum shall renew automatically every year unless and until such time either party gives written notice of its intent to terminate this Memorandum. Either party may terminate this Memorandum for any reason, providing ninety (90) days written notice.

**IV. ME's PROCEDURES FOR NOTIFYING AGA OF SUITABLE HUMAN REMAINS**

If the ME determines that it has unclaimed human remains that it will make available to the AGA in accord with this Agreement, the ME shall notify the AGA of such remains and follow the following outlined procedures:

- A. The ME will notify the AGA that it has human remains that are to be buried at public expense and that the appropriate law enforcement agency has exhausted all efforts to locate family members and other legal representatives. The ME will provide all information that the AGA reasonably requests relating to the condition and availability of the remains.
- B. If the ME is able to identify a relative or other authorized individual and is able to obtain consent from a relative or other authorized individual to the use of the remains by the AGA, the ME will provide the AGA with an acknowledgment and consent by such relative or individual to release the remains to the AGA and for their use for the advancement of medical, anatomical, biological or mortuary science. The ME may transfer such remains to the AGA as soon as it obtains such consent and acknowledgment.
- C. In the event that the appropriate law enforcement agency is unable to locate or obtain consent from any relatives, friends, guardians, next of kin or other authorized individuals, the ME shall notify the AGA that it has unclaimed human remains for which the ME has been unable to obtain consent. The ME shall

maintain possession of such remains for a period of fourteen (14) days from the date the ME obtains possession.

D. After fourteen (14) days have expired, in cases where the ME is unable to locate or obtain consent from any relatives, friends, guardians, or next of kin, the AGA shall be able to take possession of the unclaimed human remains.

E. If the AGA chooses to take the human remains, the ME will provide the AGA with the following: 1.) a Permit for Disposition of Dead Human Body, pursuant to the Vital Records Act, 410 ILCS 535/21; 2.) an Authority to Cremate executed by the ME or designee; 3.) a certified copy of the death certificate.

## **V. AGA's PROCEDURES ONCE NOTIFIED THAT ME HAS HUMAN REMAINS**

The AGA shall follow the outlined procedures when the ME notifies the AGA that it has human remains that are suitable for transporting to the AGA.

A. Upon receiving notice from the ME of its possession of human remains that are to be buried at public expense, the AGA shall notify the ME within forty-eight (48) hours of receiving notice whether the AGA intends to receive the human remains.

B. The AGA shall notify the ME in writing of its intent to receive delivery of human remains, and shall include a proposed time and place for the delivery.

C. The AGA shall provide the ME with a receipt that shall state the time and place of delivery, the name of the person from the ME's Office releasing the human remains and the name of the person from the AGA's Office receiving the human remains.

D. The AGA shall provide a bond that shall ensure that its use of the human remains shall be consistent with the Act, and shall publish notice in the event that the next of kin has not been identified or notified;

E. In the event that the AGA takes possession of human remains where no relatives, friends, guardians, next of kin have been located for consent, the AGA shall maintain possession of such remains for sixty (60) days. The AGA may embalm the remains and shall keep them in segregated storage that is used solely for unclaimed human remains that are received from the ME. During those sixty (60) days, the ME shall wait for notification from the Illinois Department of Public Aid, the Illinois Public Administrator, and the Veterans' Administration as to whether any relatives, friends, guardians or next of kin have been located. After sixty (60) days, if no relatives, friends, guardians, or next of kin have been located, the AGA shall be able to use the human remains for the promotion of medical and anatomical science. In no event shall the AGA use the unclaimed human days prior to the expiration of sixty (60) days from their receipt by the AGA.

F. The AGA shall provide the ME with documentation that it shall use remains for the advancement of medical, anatomical, biological or mortuary science, medical education and general scientific research within the State of Illinois.

- G. The AGA shall provide the ME with timely information reasonably requested by the ME regarding the disposition of human remains.
- H. The AGA shall maintain at all times a comprehensive insurance policy that shall cover any and all violations of the Illinois Cadaver Act, 410 ILCS 510/1, *et seq.*

**VI. PUBLIC NOTICE BY THE AGA AND RETENTION OF THE HUMAN REMAINS**

Within ten (10) business days of the AGA's receipt of the human remains from the ME, the AGA shall publish notice of its receipt of the human remains in a newspaper of general circulation in the Chicagoland area. The notice shall state the last known address of the individual. If there is no last known address, the notice shall state the location where the remains were discovered. The notice shall include:

- A. The name of the individual;
- B. The individual's last known address;
- C. The individual's date of death; and
- D. The AGA's intent to use the human remains for scientific purposes.

The AGA shall maintain the human remains in the condition they are received for a period of sixty (60) days. The AGA, in its sole and exclusive discretion, may embalm or undertake other measures reasonably intended to preserve and maintain the human remains or any portion thereof in the condition they were in when the AGA received them. At the end of the sixty (60) day waiting period, the AGA shall notify the ME in writing of its intention to use the human remains. In no event shall the AGA use human remains that it has received from the ME until it has notified the ME of its intent to use them.

**VII. EXPENSES**

Each party shall be responsible for its own expenses incurred prior to the AGA taking possession of human remains from the ME. Such costs may include, but are not limited to, caskets or other containers, and the cost of embalming or other preparation or preservation of the human remains. The AGA shall provide the casket or other container in which human remains shall be removed. The AGA shall be exclusively responsible for any and all costs related to the removal of human remains from any facility subject to the ME's jurisdiction, including but not limited to the Cook County Morgue, pursuant to the Cadaver Act, 410 ILCS 510/1. The AGA shall also pay all applicable cremation fees.

**VIII. INDEMNIFICATION**

The AGA covenants and agrees to indemnify and save harmless the ME, the County, and its commissioners, officials, employees, agents and representatives and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of this Memorandum by the AGA, or the acts or

omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of the AGA.

**IX. COVENANT NOT TO SUE**

The AGA hereby covenants and agrees that it shall not sue, institute, cause to be instituted or permit to be instituted on its behalf, or by or on behalf of its past, present or future officials, officers, employees, attorneys, agents or assigns, any proceeding or other action with or before any local, state and/or federal agency, court or other tribunal, against the ME, the County, its officers, commissioners, employees, attorneys, agents or assigns, arising out of, or from, or otherwise relating directly or indirectly, to this Memorandum.

**X. MISCELLANEOUS TERMS**

Force Majeure. Neither the County nor the AGA shall be liable for failing to fulfill any obligation under this Memorandum to the extent any such failure is caused by an event beyond such party's control and which event is not caused by such party's fault or negligence. Such events shall include but not be limited to acts of God, acts of war, fires, lightning, floods, epidemics or riots.

**E. No Joint Venture.** This Memorandum shall in no event be construed in such a way that either the County or the AGA constitutes, or is deemed to be, the representative, agent, employee, partner, or joint venture of the other. The parties shall not have the authority to enter into any agreement, nor to assume any liability, on behalf of the other party, nor to bind or commit the other party in any manner, except as expressly provided herein.

**F. Notice.** All notices required to be given pursuant to this Memorandum shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if personally delivered, or if deposited in the United States mail, registered or certified return receipt requested, or upon receipt of facsimile transmission. Notice given as provided herein does not waive service of process.

To the County:           Dr. Nancy Lynne Jones  
                                  Medical Examiner of Cook County  
                                  Dr. Robert J. Stein Institute  
                                  Of Forensic Medicine  
                                  2121 W. Harrison Street  
                                  Chicago, IL 60612

Telephone: (312) 666-0500  
Facsimile: (312) 997-3024

AND TO:

Cook County State's Attorney's Office  
Chief of the Civil Actions Bureau

500 Richard J. Daley Center  
Chicago, IL 60602

Telephone: (312) 603-5440  
Facsimile: (312) 603-5797

To the AGA: Paul Dudek  
Executive Vice President  
Anatomical Gift Association of Illinois  
1540 S. Ashland Avenue, Suite 104  
Chicago, IL 60608  
Telephone: (312) 733-5283  
Facsimile: (312) 733-5079

AND TO:

William A. O'Connor  
105 West Madison Street, Ste. 2200  
Chicago, Illinois 60602

Governing Law and Forum. This Memorandum shall be interpreted under, and governed by, the laws of the State of Illinois, without regard to conflicts of laws principles. Any claim, suit, action, or proceeding brought in connection with this Memorandum shall be in the Circuit Court of Cook County and each party hereby irrevocably consents to the personal and subject matter jurisdiction of such court and waives any claim that such court does not constitute a convenient and appropriate venue for such claims, suits, actions or proceedings.

**G. Entire Agreement.** This Memorandum constitutes the entire agreement between the parties with respect to the subject matter hereof. The headings of articles, paragraphs and sections in this Memorandum are included for convenience only and shall not be considered by either party in construing the meaning of this Memorandum.

**H. Approval Required and Binding Effect.** This Memorandum between the County and the AGA shall not become effective unless authorized and executed by the Cook County Board of Commissioners and an authorized representative of the AGA. This Memorandum constitutes a legal, valid and binding agreement, enforceable against the AGA and, once duly authorized and executed by the Cook County Board of Commissioners, against the County, in accordance with its terms.

**I. Waiver.** No term or provision of this Memorandum shall be deemed waived, and no breach or default shall be deemed excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. No consent by any party to, or waiver of, a breach or default by the other, whether express or implied, shall

constitute a consent to, waiver of, or excuse for any different or subsequent breach or default by or on the part of any party.

**J. Survival.** Any provisions of this Memorandum that impose continuing obligations upon a party or, by their nature or terms, would be reasonably understood to have been intended to survive and continue in force and effect after expiration or termination of this Memorandum, shall remain in force and effect after such expiration or termination for so long as so intended.

**K. Representations.** Each party represents that it has the authority to enter into this Memorandum and undertake the duties and obligations contemplated by this Memorandum and that it has taken or caused to be taken all necessary action to authorize the execution and delivery of this Memorandum.

**L. Interpretation.** Whenever the singular is used herein, the masculine, feminine and neuter gender shall be deemed to include the others. If any language is stricken or deleted from this Memorandum, such language shall be deemed never to have appeared herein and no connotations or inferences shall be drawn therefrom. The headings of articles, paragraphs and sections in this Memorandum are included for convenience only and shall not be considered by either party in construing the meaning of this Memorandum. If any provision or clause of this Memorandum shall be held to be invalid, such provision or clause shall be deleted from the Memorandum and the Memorandum shall be construed to give effect to the remaining portions thereof.

**M. Modification.** This Memorandum may not be altered, modified or amended except by mutual agreement by the parties in writing.

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**IN WITNESS WHEREOF**, the Parties have hereto caused their duly authorized representatives to execute this Memorandum of Understanding on the dates hereafter set forth below.

**COOK COUNTY EXECUTION:** The undersigned, on behalf of the County of Cook, Illinois, a body politic and corporate of the State of Illinois, hereby accepts the foregoing Memorandum of Understanding:

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Todd H. Stroger  
President, Cook County Board of Commissioners

ATTEST:

\_\_\_\_\_ Dated: \_\_\_\_\_  
David Orr  
Cook County Clerk

**AGA EXECUTION:** The undersigned, on behalf of AGA, hereby accepts the foregoing Memorandum of Understanding:

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Paul J. Dudek  
Executive Vice President

ATTEST:

\_\_\_\_\_ Dated: \_\_\_\_\_  
Approval as to form:

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Assistant State's Attorney