

## AFFILIATION AGREEMENT

**THIS AGREEMENT** made as of the 17 day of January in the year of 2023, between **Monmouth University**, 400 Cedar Avenue, West Long Branch, New Jersey 07764-1898, (hereinafter referred to as "MU") and New Monmouth School located at 121 New Monmouth Rd. Middletown, NJ 07748 hereinafter referred to as "AGENCY").

**In consideration** of the mutual promises hereinafter contained, MU and AGENCY agree as follows:

### 1. TERM AND TERMINATION

a. **Term and Option to Renew:** This Agreement shall commence on January 1, 2023 and continue until December 31, 2024. This Agreement shall be automatically renewed at the end of the stated period unless either party gives at least one hundred twenty (120) days written notice of its intent to not renew the contract.

b. **Termination for Material Breach:** This agreement may be terminated upon a material breach by the AGENCY or MU of any of its obligations under this Agreement that the breaching party fails to cure within thirty (30) days after receipt of written notice from the other party.

c. **Termination for No Cause:** Pursuant to the New Jersey Board of Nursing Regulation N.J.A.C. §13:37-1.10 (b)(2), either party may terminate this Agreement without cause upon one hundred and twenty (120) days prior written notice to the other party.

d. **Withdrawal:** Notwithstanding anything to the contrary in the foregoing, MU reserves the right to withdraw from this Agreement in the event that the AGENCY shall lose its accreditation or if other such changes occur which may be contrary to the requirement for licensing or certification for students in the program.

### 2. MU RESPONSIBILITIES

a. **Planning, Curriculum, Administration:** MU shall assume full responsibility for the planning and the execution of the curriculum for its students, including the administration, curriculum content and faculty appointments, including full responsibility, through its faculty, for the evaluation and grading of all students.

b. **Schedule:** Student curriculum, attendance and scheduling shall be under the direction of MU so long as they do not conflict with AGENCY's policies, rules and regulations.

c. **Rules, Regulations, Policies of Agency:** MU will advise students that they are required to conform to the rules, regulations and policies of the AGENCY,

### 3. AGENCY RESPONSIBILITIES:

a. **Evaluation of Student Performance:** Agency will provide MU with an evaluation of students' performance upon completion of a clinical assignment.

b. **Supplies and Supervision:** Agency will provide the necessary supplies, facilities, and supervision as may be required to insure quality education for the students without impairing quality patient care.

c. **Orientation:** Agency will provide an orientation of its plants, facilities, and procedures for MU's students and faculty.

d. **Emergency Care:** Agency will provide emergency care for students in case of illness or accident. However, AGENCY shall not be responsible for any further care. In no event shall AGENCY be responsible for a greater amount or degree of care or assistance that it would reasonably provide for its paid employees. MU shall be promptly notified of any such occurrence, and MU and student shall be responsible for payment of any medical expenses incurred.

e. **Current Students:** Agency will allow any student currently placed at the AGENCY to complete the practicum prior to its termination unless MU consents otherwise.

#### 4. **MUTUAL OBLIGATIONS:**

a. **Planning:** Both parties shall jointly share responsibility for planning the clinical experience in the AGENCY by the AGENCY's staff and MU instructors, subject to all times to the policies, rules and regulations of the AGENCY.

b. **Assignment of Facility:** If applicable, a student of MU may be assigned to any facilities or programs within the AGENCY or its network.

c. **Joint Evaluation of Clinical Experiences:** To participate in joint evaluation of the effectiveness of the clinical experiences through meetings and/or written evaluations of the students and faculty.

d. **Non-Employees:** Both parties agree that students are not employees of either party during the hours in which they participate in this program and students assigned for clinical experience will receive no compensation.

e. **Termination of Student:** Both parties agree that any determination to terminate any student's participation in the program, at any time, shall be mutually discussed and determined by the parties.

f. **Commencement and Length of Clinical Experience:** Both parties agree that the student of MU will start his/her clinical experience program as determined by mutual agreement. Minor adjustments in the length of service and the period during which it shall be rendered may be made with the mutual consent of both parties.

#### 5. **MISCELLANEOUS PROVISIONS**

a. **Regulatory Compliance and Nondiscrimination:** MU and AGENCY agree that each shall comply with all applicable Regulatory and statutory requirements of the New Jersey Board of Nursing Statutes and Regulations and any and all applicable requirements under any State fair employment practices or similar laws declaring discrimination in employment based upon race, color, creed, religion, sex, sexual preference, national origin, veteran's status, disability or other protected class as illegal or any applicable rule or regulation promulgated

pursuant to any such laws herein above described.

b. **Insurance:** MU shall ensure that students in program have obtained Student Nurse Practitioner Malpractice Insurance with liability coverage of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate per year prior to commencing the program.

c. **Responsibility of Each Party:** Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, directors, or agents to the extent allowed by law.

d. **Independent Contractor:** Both AGENCY and MU are independent contractors. It is not intended that an employer/employee, joint venture, or partnership agreement be established hereby expressly or by implication between AGENCY and MU.

e. **No Waiver:** The waiver or failure of either party to exercise any right provided for herein shall not be deemed a waiver of any further right hereunder.

f. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

g. **No Assignment:** Neither party shall assign or transfer any interest in this agreement without the other party's prior written consent.

h. **Entire Agreement:** This Agreement sets forth the entire understanding between the parties and no amendments or modification shall be made to the Agreement, except in writing signed by both parties.

**IN WITNESS WHEREOF**, each party has caused this Agreement to be executed by its duly authorized officers or representatives as of the date first written above.

New Monmouth School

Date: \_\_\_\_\_

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_

**Monmouth University**

Date: \_\_\_\_\_

BY: \_\_\_\_\_

Pamela Scott-Johnson, PhD  
Senior Vice President for Academic Affairs/  
Provost

ATTEST: \_\_\_\_\_