

## AFFILIATION AGREEMENT

**THIS AGREEMENT** made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year of 20\_\_, between **Monmouth University**, 400 Cedar Avenue, West Long Branch, New Jersey 07764-1898, (hereinafter referred to as "MU") and \_\_\_\_\_, located at \_\_\_\_\_ (hereinafter referred to as "AGENCY").

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

### 1. TERM

This Agreement shall be for a period of two years commencing on \_\_\_\_\_ and continuing until \_\_\_\_\_.

This Agreement shall be automatically renewed at the end of the stated period unless either party gives at least one hundred and twenty (120) days written notice of its intent to not renew the contract.

Either party hereto may, at any time during the term of this Agreement, with or without cause, terminate this Agreement upon one hundred and twenty (120) days written notice to the other party.

### 2. MU RESPONSIBILITIES

MU agrees:

- a. To assume full responsibility for the planning and the execution of the curriculum for its students, including the administration, curriculum content and faculty appointments.
- b. To provide a clinical assignment schedule of dates for the affiliation periods throughout the academic year.
- c. That students assigned for clinical experience will receive no compensation.
- d. That the number of students assigned to the AGENCY at any given time will be determined by mutual agreement.
- e. To assure that students conform to the rules, regulations and policies of the AGENCY.
- f. That students have met MU and AGENCY health requirements.
- g. That it will have full responsibility, through its faculty, for the evaluation and grading of all students.
- h. To maintain a student to instructor ratio not to exceed 10 to 1.

- i. To provide notice to the AGENCY by July 1 of each year as to the number of students, if any, to be placed with the AGENCY during the upcoming academic year (approximately September to May).

### **3. AGENCY RESPONSIBILITIES:**

The AGENCY agrees:

- a. To provide MU with an evaluation of students' performance upon completion of a clinical assignment.
- b. To participate in joint evaluation of the effectiveness of the clinical experiences through meetings and/or written evaluations of the students and faculty.
- c. To provide the necessary supplies, facilities (including locker room space), use of the library, and supervision as may be required to insure quality education for the students without impairing quality patient care.
- d. To provide an orientation of its plants, facilities, and procedures for MU's students and faculty.
- e. To 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.
- f. To allow students and faculty to use the dining facilities, if available, but the cost of meals will be paid by the individual at established rates.
- g. To allow any student currently placed at the AGENCY to complete the practicum prior to its termination unless MU consents otherwise.

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

The parties hereto mutually agree that:

- a. Responsibility for planning the clinical experience in the AGENCY will be jointly shared by the AGENCY's staff and MU instructors, subject to all times to the policies, rules and regulations of the AGENCY.
- b. A student of MU may be assigned to any facilities or programs within the AGENCY

or its network.

- c. 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.
- d. Students are not employees of either party during the hours in which they participate in this program.
- e. 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.
- f. Any determination to terminate any student's participation in the program, at any time, shall be mutually discussed and determined by the parties.
- g. 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 MU and the AGENCY.

## **5. REGULATORY COMPLIANCE**

MU and AGENCY agree that each shall comply with all applicable requirements of Municipal, County, State, and Federal authorities, all applicable Municipal and County ordinances and regulations, and all applicable State and Federal statutes and regulations now or hereafter in force and affect to the extent that they directly or indirectly bear upon the subject matters of this contract. These include, without limitation of the foregoing:

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 and, if applicable, *Title VII of the Civil Rights Act of 1964* or any applicable rule or regulation promulgated pursuant to any such laws herein above described.

## **6. INSURANCE**

MU shall submit to AGENCY upon request a copy of a policy or certificate of insurance, indicating that MU has general liability insurance, including coverage for any acts of negligence of its students or faculty in amounts of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate per year. MU shall also provide coverage for property damage in the minimum amount of \$100,000 per occurrence and up to \$500,000 per occurrence. Said policies shall name the AGENCY as an additional insured, MU shall also 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.

**7. 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. Rather, in discharging all duties and obligations hereunder, AGENCY shall at all times be in and remain an independent contractor relationship with MU.

Neither AGENCY or MU is authorized or permitted to act as an agent or employee of the other. Nothing in this Agreement shall in any way alter the freedom enjoyed by either AGENCY or MU, nor shall it in any way alter the control of the management, operation, and affairs of either AGENCY or MU, it being the intent of this Agreement that AGENCY and MU shall maintain separate and independent management, and each has full unrestricted authority and responsibility regarding its organization and structure.

Neither party, by virtue of this Agreement, assumes any liability for any debts or obligations of either a financial or legal nature incurred by the other party to this Agreement.

**8. INDEMNIFICATION**

MU hereby indemnifies and holds AGENCY harmless from and against any liability claim, loss, suit or cost, including attorney fees, which arise out of the actions or inactions of MU, its faculty or students, including but not limited to any actions brought against AGENCY by any faculty or students of MU, and any third parties.

AGENCY hereby indemnifies and holds MU and its faculty or students harmless from and against any liability claim, loss, suit or cost, including attorney fees, which arise out of the actions or inactions of AGENCY, its employees, officers or agents, including but not limited to any actions brought against MU, by any employee, officer or agent of the AGENCY and any third parties.

**9. 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.

**10. ENTIRE AGREEMENT**

This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties with respect to the services of AGENCY for MU, and this Agreement contains all of the covenants and agreements between the parties with respect to this agreement for services. The parties agree that no oral representations or written representations, other than contained herein, were relied on by the

parties, or form additional terms of this Agreement.

**11. MODIFICATION**

AGENCY or MU may from time to time request changes in the scope of the service to be performed hereunder. Such changes shall be valid only if incorporated as a written amendment to this Agreement.

**12. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

**13. NOTICES**

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

As to AGENCY:

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

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

Address: \_\_\_\_\_

\_\_\_\_\_

As to UNIVERSITY:

Pamela Scott-Johnson, Ph.D.  
Provost and Senior Vice President for Academic Affairs  
Monmouth University  
West Long Branch, New Jersey 07764

with copy to:

Charlene K. Diana, Esq.  
Associate General Counsel  
Monmouth University  
400 Cedar Avenue

West Long Branch, New Jersey 07764

Superintendent-2

**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.

**Agency:** \_\_\_\_\_

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

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

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

**Monmouth University**

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

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

Pamela Scott-Johnson, Ph.D.  
Provost and Senior Vice President for  
Academic Affairs

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