

CLINICAL AFFILIATION AGREEMENT BETWEEN SOUTHERN NEW HAMPSHIRE UNIVERSITY AND FIELD SITE

This Affiliation Agreement (the “Agreement”) is entered into and made effective **PRACTICUM TERM START DATE**, (the “Effective Date”), by and between Southern New Hampshire University with its primary place of business at 2500 N. River Road, Manchester, NH 03106 (the “University” or “College”), and Hudson County Community College, with its primary place of business at 70 Sip Avenue, Jersey City, New Jersey 07036 and 4800 JFK Boulevard, Union City, New Jersey 07087 (the “Field Site”) (individually a “Party” and collectively the “Parties”).

RECITALS

- A. College conducts an approved and accredited nursing program, a graduate Clinical Mental Health Counseling program, and a Master of Public Health program (the “Programs”) to provide academic and professional education for its students (“Students”) and desires access to facilities in which it’s Students can obtain broader learning experiences related to the Programs.
- B. The Field Site maintains facilities which can be used to furnish clinical, healthcare and counseling field learning experiences related to the Programs including but not limited to field/community-based work (the “Field Experience Program”) to Students.
- C. It is in the mutual interest and benefit of the Parties that Students obtain experiences in such Field Experience Programs at the Field Site’s facilities to further their academic and professional education in accordance with this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth below, the Parties agree as follows:

- 1. **RESPONSIBILITIES OF UNIVERSITY.** University agrees that it shall:
 - 1.1 **Objectives.** Retain responsibility for the general administration of the Field Experience Programs, the announcement of the Field Experience Programs, and the collection of fees and assignment of credit related to the Field Experience Programs in accordance with the established policies of the University. The University shall also establish the educational goals and objectives of the Field Experience Programs in a manner consistent with the Field Experience Program’s particular requirements relating to the practicum and/or internship including required activities, hours, supervision requirements and College’s accreditation organization (“CAO”).
 - 1.2 **Schedule.** The days and hours of the Field Experience Programs experience are to be planned in consultation between the University the Field Site and shall follow the Field Site’s calendar.

- 1.3 **Student Selection.** The University will assign to Field Site only those students who have satisfactorily completed the prerequisite didactic portion of the University's curriculum. The University shall be responsible for the selection, testing, placement, and final grading of each Student placed with the Field Site. Students assigned for participation in the Field Experience Programs at the Field Site shall be in such numbers as may be mutually agreed upon by the University and the Field Site.
- 1.4 **Program Staff.** Designate a member or members of the University's faculty to provide coordination of the Field Experience Programs, oversight of the Field Experience Programs, direction of Students' educational activities and assignments while at the Field Site's facilities, and advisement of Students ("Program Staff"). A designated Program Staff member or members shall also serve as liaison to the Field Site.
- 1.5 **Supervision.** Collaborate with the Field Site to arrange for supervision of Students on an individual basis with the Field Site.
- 1.6 **Performance Evaluation.** Develop and implement a mechanism for evaluating the performance of Students to include, where appropriate, input from Field Site.
- 1.7 **Documentation Requirements.**
 - 1.7.1 Notify assigned Students that they are required to comply with the Field Site's onboarding requirements, policies, procedures, guidelines, and standards of conduct; state and federal laws and regulations; and appropriate ethical standards.
 - 1.7.2 Notify assigned Students that they are required to comply with the Field Site's immunization and health clearance requirements. Non-compliant Students shall not be admitted to the Programs.
 - 1.7.3 Notify assigned Students that they are required to comply with the Field Site's evidence of a criminal background check performed in accordance with the Field Site's requirements. Student shall arrange for and provide to Field Site any required information including, but not limited to, criminal background checks, drug tests, health information, verification of certification and/or licensure, insurance information, and information relating to participation in federally funded insurance programs. The Field Site shall provide information about its specific requirements to Students. Non-compliant Students will not be admitted to the Programs.
 - 1.7.4 Notify Students in Nursing Programs that they are responsible for procuring their own professional liability insurance of at least one million dollars and providing written evidence of such professional liability coverage to Site. Non-compliant Students will not be admitted to the Programs.

2 **RESPONSIBILITIES OF FIELD SITE.** The Field Site agrees that it shall:

- 2.1 **Adequate Staffing.** Maintain adequate staff and facilities at Field Site locations covered by this Agreement to meet the educational goals and objectives of the Field Experience Programs.
- 2.2 **Supervision.** Collaboratively arrange for supervision of Students on an individual basis, as specified in Section 1.5. Ensure that all persons who are assigned to supervise Students at Field Site facilities, including clinicians, are duly appointed and are appropriately credentialed and/or licensed.
- 2.3 **Educational Responsibility.** Cooperate reasonably with College to ensure that Students assume progressively increasing and appropriate responsibility in accordance with their levels of education, ability, and experience. Ensure that Field Site provides Students with access to agreed-upon opportunities under the Education Programs including but not limited to meeting the Clinical Mental Health Counseling Program requirements for applicable Students as set forth below:
- 2.3.1 **Clinical Mental Health Counseling Programs.** The Field Site shall provide learning experiences for the Students that are planned, organized, and administered by qualified staff in accordance with mutually agreed upon educational objectives and guidelines. This includes one or more of the following (as applicable and as determined by the University):
- (1) Practicum experience: a minimum of one 10 week term per experience including a minimum of the following:
 - a. 100 clock hours on site, including a minimum of 40 direct co-dependent or independent counseling hours, of which more than 50% (i.e., 21 hours or more of the direct hours) are individual counseling;
 - b. 10 individual or triadic supervision hours provided by the approved Site Supervisor;
 - c. Permission to video or audio record 1 HIPAA de-identified direct co-dependent or independent counseling session with informed consent of the client. In situations where clients are unwilling to be video or audio recorded, a recorded mock counseling session with either a field-site colleague (i.e., someone with at least a master's degree in a mental health field) or the site supervisor as the mock client must be completed for a skills demonstration assignment;
 - d. Complete all required activities in the web-based management system.
 - e. Flexibility to allow Students to participate in a 2-hour weekly group supervision meeting provided by the University.
 - (2) Internship experience: a minimum of one 10 week term per experience including a minimum of the following:

- a. 300 clock hours on site, including a minimum of 120 direct co-dependent or independent counseling hours, of which more than 50% (i.e., 61 hours or more of the direct hours) are individual counseling;
- b. 10 individual or triadic supervision hours provided by the approved Site Supervisor;
- c. Permission to video or audio record 1 HIPAA de-identified direct co-dependent or independent counseling session with informed consent of the client. In situations where clients are unwilling to be video or audio recorded, a recorded mock counseling session with either a field-site colleague (i.e., someone with at least a master's degree in a mental health field) or the site supervisor as the mock client must be completed for a skills demonstration assignment;
- d. Complete all required activities in the web-based management system; and
- e. Flexibility to allow students to participate in a 2-hour weekly group supervision meeting provided by the University.

(3) Advanced internship experience: a minimum of one 10 week term per experience including a minimum of the following:

- a. 300 clock hours on site, including a minimum of 120 direct co-dependent or independent counseling hours, of which more than 50% (i.e., 61 hours or more of the direct hours) are individual counseling;
- b. 10 individual or triadic supervision hours provided by the approved Site Supervisor;
- c. Permission to video or audio record 1 HIPAA de-identified direct co-dependent or independent counseling session with informed consent of the client. In situations where clients are unwilling to be video or audio recorded, a recorded mock counseling session with either a field-site colleague (i.e., someone with at least a master's degree in a mental health field) or the site supervisor as the mock client must be completed for a skills demonstration assignment;
- d. Complete all required activities in the web-based management system; and
- e. Flexibility to allow students to participate in a 2-hour weekly group supervision meeting provided by the University

2.4 **Field Site Director.** Designate an employee of the Field Site to coordinate Students' schedules and activities while at Field Site's locations ("Field Site Director"). The Field Site Director shall also act as liaison to the University and notify the University of any concerns with Student's performance. Upon execution of this Agreement, the name of the Field Site Director shall be provided to University's Program Staff. University reserves the right to replace the Field Site Director in its sole discretion.

- 2.5 **Schedules.** Implement schedules for Students in conjunction with University's Program Staff.
- 2.6 **Evaluation.** Submit written evaluations to the University of each Student's performance at the end of the term on a form provided by the University.
- 2.7 **Field Site Requirements.** Provide orientation for University faculty and Students which includes information about the Field Site's general rules and regulations, minimum safety and security precautions, including fire safety and disaster protocols, hazardous material management and infection control, occupational safety, universal precautions, airborne and protective isolation, home/community based training, mental health crisis, patient privacy and security, and how to access the Field Site's policies and procedures.
- 2.8 **Licensure, Patient Care and Inspections** The Field Site shall:
- 2.8.1 Maintain its license as a medical/health care facility and comply with all applicable laws, regulations, and accreditation requirements, including but not limited to those involving workplace safety.
 - 2.8.2 Retain full authority and responsibility for patient care and quality standards and maintain a level of care that meets generally accepted standards conducive to satisfactory instruction.
 - 2.8.3 Notify the University within ten (10) business days of receipt of notice that the Field Site is not in compliance with any such laws, regulations, and/or accreditation requirements.
 - 2.8.4 Permit inspection, during regular business hours and after reasonable advance notice to the Field Site which shall be no less than twenty-four (24) hours, of Field Site's clinical and related facilities by individuals charged with the responsibility for accreditation of the University and/or its educational programs.
 - 2.8.5 For Clinical Mental Health Counseling Programs, Field Site shall ensure that Students practice within the guidelines of The American Counseling Association Code of Ethics. Field Site shall provide resources to Students for exploring and resolving any ethical conflicts that may arise during the Field Experience Program. The Field Site may also require Students to practice within the guidelines of additional codes of ethics. In case of conflicts or inconsistencies, the stricter provision shall supersede the others.
- 2.9 **Emergency Healthcare.** In the event a Student needs emergency medical care or treatment while the Student is on the premises at the Field Site, or as a result of an injury that occurred on-site while the Student was participating in the Field Experience Programs, such emergency care and treatment shall be provided as is available through the Field Site until the Student can be transferred to the care of a personal physician. The Student shall be responsible for the cost and charges of all such related care and treatment.

- 2.10 **Discipline.** Subject to federal, state, or local law, Field Site will cooperate with, and assist the University in, investigating facts which may serve as a basis for taking any disciplinary or academic action against a Student, University faculty member, and/or University employee involved with the Field Experience Programs. The University shall be responsible for the discipline of Students, University faculty members, and/or University employees in accordance with the University's applicable policies and procedures. The University may, but need not, consult with Field Site concerning any proposed disciplinary action.
- 2.11 Notwithstanding the foregoing, the Field Site shall have the absolute right, in its sole discretion to prohibit further attendance at Field Site of any Student. The Field Site shall contact the University as soon as practicable regarding any such decisions. Notwithstanding the foregoing, in the event of any emergency or if any Student represents a threat to patient safety or personnel, the Field Site may immediately exclude those individuals from the Field Site.
- 3 **COMPENSATION.** Neither Party to this Agreement shall provide any monetary compensation to the other under this Agreement. Neither the Field Site nor the University shall provide any monetary compensation to any Student due to the Student's participation in Field Experience Programs under this Agreement. All Students shall be responsible for their own transportation and expenses while participating in the Field Experience Programs at the Field Site.
- 4 **INDEPENDENT CONTRACTOR.** Nothing in this Agreement is intended to create nor shall it be deemed or construed to create any relationship between the University or Students and the Field Site other than that of independent entities contracting with each other hereunder solely for the purpose of affecting the provisions of this Agreement. Neither the University nor Field Site nor any of their respective officers, directors, Students, or employees shall be construed to be the agent, employee, or representative of the other.
- 5 **STATUS OF STUDENTS.** It is expressly agreed and understood by the University and the Field Site that Students are present at the Field Site's facilities to participate in activities and assignments that are of educational value to Students and that are appropriate to the course and scope of the Field Experience Programs. The Field Site shall not utilize Students in lieu of professional and/or non-professional staff. Students will not be expected to provide services to the Field Site apart from those rendered for their educational value and as part of the planned Field Experience Programs.
- 6 **USE OF NAME.** Both Parties reserve the right to control the use of its name or other identifying characteristics in every respect. The Parties agree not to use the other Party's name or any other identifying characteristics without the prior express written permission of the other Party, which, if given, may subsequently be revoked at any time.
- 7 **PROHIBITION OF DISCRIMINATION.** The University and Field Site agree not to engage in unlawful discrimination against or harassment of any Student, employee, faculty

member, or representative of either Party involved in the Field Experience Programs pursuant to this Agreement on the basis of race, color, national origin, religion, sex, gender identity, pregnancy, disability, or military status.

8 **TERM.** This Agreement shall become effective on the Effective Date and shall continue in effect thereafter for five (5) years, subject to earlier termination pursuant to and in accordance with the provisions of Section 9 herein. This Agreement shall be subject to renewal upon mutual agreement of the Parties.

9 **TERMINATION.**

9.1 **Termination.** This Agreement may be terminated without cause at any time by either Party by providing 90 (ninety) days' advance written notice of termination. Notwithstanding such termination, either Party may at its option terminate this Agreement (i) upon thirty (30) days' prior written notice if the other party has materially breached any of the terms hereof and has failed to cure such breach within such thirty-day period. Students shall be permitted to complete any previously scheduled Field Experience Programs at the Field Site.

9.2

9.3 **Insurance.** Each Party, at its sole cost and expense, shall obtain, keep in force, and maintain during the term of this Agreement such professional liability and general liability insurance coverage to cover the acts or omissions of the Party and its employees in the course of the Program pursuant to this Agreement, but in no event shall such coverage at any time be less than one million dollars (\$1,000,000.00) per covered person or event or three million dollars (\$3,000,000.00) in the aggregate. In the event that this insurance is in the form of claims made, the Party shall obtain a full extended reporting endorsement ("Tail") to cover any event that may have occurred during a term of the Agreement. The Party shall notify the other Party immediately upon receiving notice of the cancellation, expiration or non-renewal of any insurance required hereunder. Each Party shall provide the other Party with a certificate or certificates of insurance or other satisfactory documentation, evidencing that the insurance coverage specified herein is in full force and effect throughout the term of this Agreement. The University shall also advise students in Nursing or Clinical Mental Health Programs that they must maintain their own professional liability insurance with a single limit of no less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) annual aggregate. Students must provide the Field Site with proof of coverage prior to commencement of the Field Programs. Non-compliant Students will not be admitted to participate in the Field Programs.

It should be expressly understood, however, that the insurance coverage required under this Section 9.3 shall not in any way limit the liability of either Party.

10 **INDEMNIFICATION.**

10.1 **Mutual Indemnification.** Each Party (the “Indemnifying Party”) shall indemnify, hold harmless, and defend the other Party, its officers, trustees, employees, and agents,(each an “Indemnified Party”) from and against any and all liabilities, losses, damages, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs and/or expenses of whatever kind, including reasonable attorneys’ fees, that are incurred by the Indemnified Party (collectively “Indemnified Party Losses”) arising out of or resulting from claims, lawsuits, or liability brought or imposed against the Indemnified Party by any third party to the extent that Indemnified Party Losses result from (i) any negligent act or omission of the Indemnifying Party, its officers, employees, or agents (including any reckless or willful misconduct) in connection with the performance of its obligations under this Agreement; or (ii) any bodily injury, death of any person, or damage to real or tangible personal property caused by the negligent acts or omissions of the Indemnifying Party, its officers, employees, or agents (including any reckless or willful misconduct) in connection with the performance of its obligations under this Agreement; or (iii) any failure by the Indemnifying Party to comply with any applicable federal, state, or local laws, regulations, or codes in the performance of its obligations under this Agreement. For purposes of this Agreement, Students shall be considered within the definition of Indemnifying Party for the University.

10.2 **Control of Defense.** Notwithstanding anything to the contrary in this Section 11, the Indemnified Party may defend an indemnified claim with counsel of its own choosing and without the Indemnifying Party’s participation if the Indemnifying Party fails to assume the defense or refuses to defend the indemnified claim.

11 **COOPERATION IN DISPOSITION OF CLAIMS.** Field Site and the University agree to promptly notify and reasonably cooperate with each other in the timely investigation and disposition of audits, peer review matters, disciplinary actions, and third-party liability claims arising out of the operation of the Field Experience Programs.

In the event that a Party is involved in a claim or investigation as may be reasonably related to this Agreement, that Party, to the extent allowed by law, shall have reasonable and timely access to the medical records, charts, quality assurance data, and/or such other records and data of the other Party.

12 **PATIENT RECORDS; DISCLOSURE OF PROTECTED HEALTH INFORMATION.**

12.1 **Confidentiality; HIPAA.** The University shall notify Students that they are expected to comply with the applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as amended or modified by the American Recovery and Reinvestment Act of 2009 (“ARRA”), and the requirements of any regulations promulgated thereunder, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. Part 164 and

the federal security standards as contained in 45 CFR 162. The University shall notify Students that they shall not use or further disclose any protected health information, as defined in 45 C.F.R. 164.504, or individually identifiable health information, as defined in 42 U.S.C. §1320d (the “Protected Health Information”), other than as permitted by this Agreement and the requirements of HIPAA.

No protected healthcare information will be exchanged between the Field Site and the University. It is understood that while participating in Field Experience Programs at the Field Site pursuant to this Agreement, Students are considered members of the Field Site’s workforce for HIPAA compliance purposes in accordance with 45 CFR §160.103 but shall not be construed to be employees of the Field Site and do not meet the definition of business associates under HIPAA. Therefore, no business associate agreement between the Field Site and the University is necessary.

- 13 **FERPA.** Parties agree to protect the Student’s educational records in accordance with the Family Educational Rights and Privacy Act 20 USC 1232g to the extent applicable to such Party. To the extent permitted by law, the Parties may share information from participant’s educational records with each other so that each can perform its respective responsibilities under this Agreement but shall not disclose or share education records with any third party absent the written consent of the Student.
- 14 **PUBLICATION OF FIELD STUDIES OR RESEARCH.** Special reports and publications based upon studies and research related to the Field Experience Programs shall be cleared prior to release, first through the Department of Nursing and Health Professions and/or the Clinical Mental Health Counseling Programs and then by the administration of the Field Site. Such published materials shall clearly indicate the cooperative nature of the Field Experience Programs and the mutual objectives.
- 15 **MISCELLANEOUS.**
 - 15.1 **Interruption.** Either Party shall be excused from any delay or failure in performance hereunder caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, terrorism, fire, insurrection, labor disputes, riots, earthquakes, or other acts of nature.
 - 15.2 **Prohibition against Assignment.** Neither Field Site nor the University shall assign their rights, duties, or obligations under this Agreement, either in whole or in part, without the prior written consent of the other. Field Site may not assign Students to locations other than those described in this Agreement, including attachments if applicable, without the prior written consent of the University.
 - 15.3 **Severability.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such

provision shall be fully severable and the remainder of this Agreement shall be enforced to the fullest extent permitted by law.

- 15.4 **No Third Party Beneficiaries.** This Agreement is intended by the Parties to benefit them only and is not intended or designed to or entered for the purpose of creating any benefit or right for any person or entity of any kind, including Students who are not a Party to this Agreement.
- 15.5 **Waiver.** Waiver by either Party of any breach of any provision of this Agreement or warranty of representation herein set forth shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and remedies provided for herein are cumulative.
- 15.6 **Interpretation.** Both Parties shall be treated as having drafted this Agreement and neither Party shall be considered the drafter for purposes of any rules of construction or interpretation of this Agreement.
- 15.7 **Governing Law.** This Agreement shall be subject to and governed by the laws of the State of New Jersey, without regard to the conflict of laws principles. The Parties agree that any dispute, claim, and/or action arising out of or relating in any way to this Agreement or the relationship between the Parties must and shall be brought exclusively in the Superior Court of New Jersey venued in Hudson County, New Jersey.
- 15.8 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
- 15.9 **Headings.** The section headings as used herein are for convenience of reference only and in no way define, limit, or describe the scope of content of any provision herein.
- 15.10 **Survival of Provisions.** All provisions of this Agreement that, by their express terms or by their nature or context would ordinarily be deemed to survive beyond the expiration or termination of this Contract shall survive such expiration or termination for any reason.
- 15.11 **Notices.** All notices, requests, demands, or other communications hereunder must be in writing and must be given and shall be deemed to have been given upon receipt if delivered by a national overnight courier service, on the date of delivery if delivered in person, or three (3) days after mailing if sent by certified or registered mail with first-class postage prepaid, as follows:

If to University:
Southern New Hampshire University

Manchester, NH 03101

Clinical Mental Health Counseling Programs
ATTN: Rodney E. Pennamon, PhD., LPC, NCC, ACS
Director of Counseling Programs, Professional Practice
Clinical Metal Health Counseling Program
2500 North River Road
Manchester, NH 03106

**FIELD SITE
FIELD SITE ADDRESS**

15.12 **Entire Agreement; Modifications; Amendments.** This Agreement, along with its Exhibits, contains all the terms and conditions agreed upon by the Parties regarding the subject matter of this Agreement and supersedes any prior agreements, oral or written, and all other communications between the Parties relating to such subject matter. This Agreement may be amended or modified at any time by mutual written consent of the authorized representatives of both Parties. The Field Site and the University agree to amend this Agreement to the extent amendment is required by an applicable regulatory authority or due to a change in applicable laws, regulations, or programmatic requirements, and the amendment does not materially affect the provisions of this Agreement. This Agreement is nonexclusive. The Field Site and the University reserve the right to enter into similar agreements with other institutions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

**SOUTHERN NEW HAMPSHIRE
UNIVERSITY**

**HUDSON COUNTY COMMUNITY
COLLEGE**

Clinical Mental Health Counseling Programs

Rodney E. Pennamon, PhD., LPC, NCC, ACS
Director of Counseling Programs, Professional Practice
Clinical Mental Health Counseling Program

Christopher Reber, President

Date:

Date:



MEMORANDUM OF UNDERSTANDING

Between

Hudson County Community College

and

Bayonne Dry Dock

March 25, 2026 – March 24, 2027

Description/Purpose

The purpose of this Memorandum of Understanding (MOU) is to formalize an agreement between Hudson County Community College (HCCC) and Bayonne Dry Dock (BDD) to deliver the Shipyard Workforce Development & Training Program. NJDOL funded HCCC for the appropriated amount of \$1,000,000 from Workforce Funds (26-100- 062-4545-415) to develop and manage a workforce development and training program designed to provide BDD's existing employees as well as new student trainees with the requisite skills to service a broad scope of U.S. military and commercial sea vessels, support day-to-day operations of the shipyard, and engage in critical site infrastructure upgrades – including but not limited to the fabrication of a new caisson gate.

The training program will provide hands-on experience for trainees who will utilize learned skills to construct the drydock's replacement caisson gate on site. The funding will also support BDD's urgent dredging efforts of the waterway at the entrance of the dry dock to enable its continued operation. BDD is a vital asset to our national security. The mission of BDD is to ensure the provision of essential repair services to sea vessels, including U.S. Naval, U.S. Coast Guard, and U.S. Army Corps ships critical to our national defense. To ensure the site can continue to service the full scope of U.S. military and commercial sea vessels, critical infrastructure upgrades and emergency dredging are needed.

This unique program has been custom designed in consultation with BDD, the content experts, to meet the objectives of the program and fulfill the expectations of HCCC's agreement with the NJDOL. Due to budget limitations, the scope and duration of the program is limited to ten (10) student trainees and xx months. This Shipyard Workforce Development & Training Program will be operated in accordance with workforce best practices however it is recommended that consideration be given to future enhancements including recruitment of additional student trainees and student trainee supports for a longer duration. The program design will easily accommodate additional student trainees and/or the extension of the program after this agreement expires.



BDD agrees to cooperate with any monitoring, evaluation, and/or audit that may be conducted by HCCC or NJDOL or its designees and authorized agents.

Roles and Responsibilities

It is agreed that the following will be the roles and responsibilities of the partner organizations:

Bayonne Dry Dock

- a) Will assign an individual to be the main contact for the program.
- b) Will communicate with HCCC in a timely manner regarding student trainees, training, and administrative aspects of the program.
- c) Will provide HCCC with job descriptions and job requirements for the ten student trainee positions.
- d) Will hire and pay student trainees a stipend of \$22.00 per hour for up to 40 hours per week based on attendance. Will use the grant funds allocated to pay for student trainee stipends for up to 36 weeks and provide HCCC with required documentation for the disbursement of the stipends.
- e) Will be responsible for the coordination of student trainee work schedules, but will consult with HCCC regarding the program training schedule.
- f) Will provide appropriate facilities for the welding and OSHA 30 training programs. Facilities will include the equipment necessary to deliver the program.
- g) Will provide HCCC with access to student trainees during work hours.
- h) Will provide feedback to HCCC on student trainee job performance.
- i) Will provide day-to-day oversight for the third-party training vendors and provide documentation required by HCCC.
- j) Will purchase equipment as described in the budget (see Appendix A).
- k) Will provide HCCC with all requested documentation required by the NJDOL.
- l) BDD shall be responsible for its actions as well as the actions of its staff and those for whom BDD is responsible. BDD agrees to defend, indemnify and hold HCCC harmless from any and all damages and costs incurred by HCCC, its employees, administrators, trustees, agents and representatives, in connection with any third-party claims or actions or omissions of BDD, its staff and those for whom BDD is responsible that result from participation in the program, instruction, or other student trainee or BDD staff interaction.

Hudson County Community College

- a) Will assign an individual to be HCCC's main contact for the program.
- b) Will begin the 9-month program on or about xxxx and end on xxxx.



- c) Will recruit 10 student trainees for the Shipyard Workforce Development & Training Program. Student trainees can be existing employees, HCCC students, or other individuals newly recruited.
- d) Will design and deliver welding training (MIG) and OSHA 30 training.
- e) Upon successful completion of the course and certification exam, student trainees will receive a certificate of completion from HCCC, American Welding Society certification and OSHA 30 certification. In addition, student trainees can articulate the American Welding Society certification for credit upon enrollment at HCCC.
- f) Training will be delivered, in-person, on-site at BDD.
- g) Will recruit and hire instructors for the training program.
- h) Will provide a Student Success Coach to work with the student trainees during the duration of the program.
- i) Will issue an RFP for third-party training providers and select training providers based on Community College laws and regulations.
- j) Will transfer a total of \$424,434 to BDD for the purchase of equipment and a total of \$300,000 for student trainee stipends, as per the budget (see Appendix A).
- k) Will adhere to the agreed upon training schedule. Any changes will be made in consultation with BDD.
- l) All student trainees shall be subject to HCCC's policies and procedures.
- m) Will record and maintain student trainee attendance records.
- n) HCCC shall be responsible for its actions as well as the actions of its staff members. HCCC agrees to defend, indemnify and hold BDD harmless from any and all damages and costs incurred by, or third-party claims brought against, HCCC, its employees, administrators, trustees, agents and representatives, in connection with any third-party claims or actions or omissions of HCCC, its staff and those for whom HCCC is responsible that result from participation in the program, instruction, or other student trainee or BDD staff interaction.
- o) HCCC employees will sign a Hold Harmless Agreement as condition of entry to Bayonne Drydock Facility.

Allocation of Funds

- a. HCCC will transfer a total of \$424,434 to BDD for the purchase of equipment, as allocated in the budget (see Appendix A).
- b. HCCC will transfer a total of \$300,000 to BDD for student trainee stipends, as allocated in the budget (see Appendix A)
- c. BDD will submit invoices to HCCC for the total amount of the funds being transferred.
- d. HCCC will transfer funds to BDD via ACH prior to purchase of equipment or payment of stipends.

Dispute Resolution



- a) Any and all claims, disputes or other matters in question between HCCC and BDD arising out of or relating to this Agreement or alleged breach thereof, exclusively shall be subject to the jurisdiction of the Superior Court of New Jersey venued in Hudson County, New Jersey.

Governing Law

- a) This Agreement shall be governed by and in accordance with the laws of the State of New Jersey, without references to New Jersey's choice of law or conflicts of laws rules or provisions.

Assignment

- a) The rights of HCCC or BDD under this Agreement are personal to each party, and neither party shall assign, transfer, hypothecate or otherwise assign its rights or delegate its duties under this Agreement, whether voluntarily, involuntarily or by operation of law, without the prior written consent of the other party to this Agreement.

Notices

- a) Any notices required or permitted to be given pursuant to the terms of this Agreement shall be sufficiently given when delivered personally, by courier services (such as Federal Express) or certified mail, return receipt requested, addressed to each party as follows:

As to BDD:

Name
Title
Address

As to Hudson County Community College:

Hudson County Community College
26 Journal Square
Jersey City, New Jersey 07306
Attention: Jeff Roberson, Director of Contracts and Procurement

Provisions and Amendments

- a) This Memorandum of Understanding contains all provisions agreed upon by the parties. Any amendment to this Memorandum of Understanding must be in writing and signed by either parties or their duly authorized representative. It is further understood that the term of this



agreement is for the period of March 25, 2026 – March 24, 2027, and shall not automatically renew. Any continuation, renewal or extension is subject to a new agreement.



Bayonne Dry Dock:
Ryan Woerner
Executive Vice President & General Counsel

Hudson County Community College:
Dr. Christopher M. Reber
President

By: _____
Date: _____

By: _____
Date: _____