

AFFILIATION AGREEMENT

New York University on behalf of its
Silver School of Social Work

This agreement (the “Agreement”) is made as of the ____ day of ____, 2025 by and between New York University, on behalf of its Silver School of Social Work, located at 1 Washington Square North, New York, NY 10003 (the “University”), and ____ located at ____ (the “Facility”)(each individually a “Party,” and collectively, the “Parties”).

WHEREAS, the University has educational programs for undergraduate and graduate students in Social Work leading to a degree in Social Work (each, a “Program”);

WHEREAS, the Facility has the facilities to provide a relevant Clinical Experience (“Clinical Experience”) to students in one or more Programs;

WHEREAS, the Facility and the University desire to affiliate for the purpose of providing a Clinical Experience for students enrolled in a Program of the University.

NOW, THEREFORE, the Parties agree as follows:

A. The University agrees:

1. to assume full responsibility for the planning and implementation of the entirety of each Program. The Facility has the right to approve the portion of the Program to be conducted on its premises in advance of its implementation.
2. to be responsible for selecting students and scheduling student placements at the Facility and informing the Facility of the number of students to be assigned. The number of students and schedule of assignments shall be subject to the approval of the Facility.
3. to provide a faculty advisor, who will act as a liaison between the University and the Facility and will correlate the academic and clinical levels of experience of the students.
4. to instruct all students referred to the Facility of their responsibility for complying with all pertinent rules and regulations of the Facility.
5. (a) to instruct all students to maintain the confidential nature of all patient medical records and protected health information (“PHI”) to which they are exposed in accordance with the Health Insurance Portability and Accountability Act of 1996 and any other applicable privacy laws; and

(b) to instruct all students to respect the confidentiality of HIV-related patient information in accordance with Article 27-f of the New York State Public Health Law, N.J.S.A. 26:5C-6, et seq., and all applicable laws and regulations.

6. to keep all Program-related records and reports pertinent to the student's Clinical Experience while at the Facility (excluding patient identifiable PHI). These records shall be made available to the Facility upon its request, with the student's prior written permission.

7. to inform each student assigned to the Facility that they are required: (1) to provide the Facility with evidence that they are in good general health, as determined by a physical examination, and that they are free from a health impairment which is of potential risk to a patient or which might interfere with the performance of their duties, including any habituation or addiction to depressants, stimulants, narcotics, alcohol or other drugs or substances which may alter the individual's behavior; and (2) to provide the Facility with evidence of the following (subsections (i) – (v), collectively, “Evidence of Health Requirements”):

(i) an immunization for rubella, consistent with good medical practice, except that a woman of child-bearing age shall have a screening test to be followed by immunization as appropriate;

(ii) a ppd (Mantoux) skin test for tuberculosis prior to participation in the Clinical Experience. Positive findings shall require appropriate clinical follow-up but no repeat skin test;

(iii) if born on or after January 1, 1957,

(a) diagnosis by a physician as having had measles disease (rubeola);

(b) demonstration of serologic evidence of measles antibodies; or

(c) two doses of live virus measles vaccine with the first dose administered on or after the age of 12 months and the second dose administered more than 30 days after the first dose but after 15 months of age;

(iv) a positive varicella (chicken pox) antibody titer or a history of varicella by parent, guardian, physician or school record.

(v) proof of vaccination against Hepatitis B; proof of immunity to Hepatitis B; or a letter from the student which states that the student has either commenced the Hepatitis B vaccination protocol or has declined to be vaccinated against Hepatitis B.

The Parties agree that the requirement for students to present Evidence of Health Requirements may be satisfied via attestation by the University or such other method as mutually agreed upon by the Parties in writing.

8. that students placed in the Facility shall be required to maintain health insurance coverage. Proof of such coverage shall be forwarded prior to placement by the students to the Facility upon request of the Facility.

B. The Facility agrees:

1. to provide a Clinical Experience to students meeting the standards agreed with the University with respect to the relevant Program, recognized accrediting agencies and State agencies.

2. the Educational Site shall provide each student with training on the safety, security, and emergency preparedness protocols of the Educational Site during orientation or prior to beginning the Clinical Experience.

3. to provide supervision of the Clinical Experience of each student by a qualified Facility staff member whose responsibilities will include orientation of the student to the Facility, planning and coordinating of the Clinical Experience, and the evaluation of student performance.

4. to make available to the students the space, facilities, equipment, supplies, and instruction necessary to the student's Clinical Experience, to the extent that this will not interfere with care and treatment being rendered to patients.

6. to permit students to use the Facility cafeteria, at their own expense, during its normal operating hours, if feasible.

7. to arrange emergency medical care to any student who becomes ill or injured while at the Facility. The student shall arrange for medical care beyond that of an emergency nature. The student shall be responsible for the cost of such emergency care and for the cost of any additional medical care beyond that of an emergency nature.

C. The University and the Facility agree:

1. that the University shall instruct students to follow the infection control procedures used in health care facility settings of which they are advised by the Facility. The Facility agrees that, as part of each student's orientation to the rules, regulations, policies and procedures of the Facility, it shall instruct each student on infection control procedures, including the Occupational Health and Safety Act ("OSHA") Bloodborne Pathogens Regulations, as they have been implemented at the Facility. The Facility shall comply fully with the OSHA Bloodborne Pathogens Regulations with respect to any student

who sustains a percutaneous, mucosal, or broken skin exposure to blood or other potentially infectious bodily fluids. If the Facility requires that students undergo a respiratory fit test in advance of placement, the Facility will perform such fit tests with the student's prior consent.

2. to comply with all applicable foreign, federal, state, and local laws, rules, and regulations in connection with this Agreement;

3. to the extent that Facility receives or otherwise has access to "personally identifiable information" from "education records" of University, as such terms are defined in the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA"), or creates education records while acting for University, Facility agrees to comply with the requirements of FERPA and with University's Guidelines for Compliance with FERPA, which are available at www.nyu.edu/apr/ferpa.htm, including without limitation to (i) hold such information in strict confidence and not use or disclose such information except as permitted by this Agreement or as otherwise authorized by University; (ii) provide access to any such information upon request by University and ensure that such information is destroyed or transferred to University, at the request and under the direction of University, when the information is no longer needed for its specified purpose; and (iii) use appropriate administrative, physical, and technical safeguards to secure such information from unauthorized access, disclosure, and use, and promptly notify University in the event of a security incident that compromises the security of such information. Facility acknowledges that University has designated Facility a "school official" pursuant to 34 CFR § 99.31(a)(1)(i)(B) and agrees that it is (i) under the direct control of University with respect to the use and maintenance of University's education records and (ii) subject to the requirements of 34 CFR § 99.33(a) governing the use and redisclosure of personally identifiable information from such education records.

4. in connection with this Agreement, neither Party will discriminate against any person on the basis of sex, gender, gender identity or expression, sexual orientation, race, color, creed, ethnicity, religion, national origin, age, veteran or military status, marital or parental status, citizenship status, disability, or any other legally protected status or characteristic.

5. that no student placed at the Facility under this Agreement shall in any way be considered an employee or agent of the Facility or the University, nor shall any student, as a result of this Agreement, be entitled to any fringe benefits, Worker's Compensation, disability benefits, or other rights normally afforded to employees of the Facility or the University, except as otherwise provided in a paid internship agreement, if any.

6. that the Facility reserves the right to screen students in advance of their assignment to the Facility for the Clinical Experience.

7. that the Facility retains the right to remove any student from the Facility who, in Facility's sole discretion:

(i) endangers patient health, welfare or safety; (ii) disrupts the business or operations of the Facility; (iii) fails to comply with the direction of the Facility staff; (iv) fails to abide by the rules, regulations, policies and procedures of the Facility; or (v) is not suited to the clinical training in the Facility's opinion. The University retains the right to remove any student from the Facility who: (i) fails to maintain successful student status as outlined in the University's policies; (ii) violates the University Student Conduct Policy and/or The Silver School of Social Work's Essential Abilities and Attributes for Social Work Students; (iii) if the University determines that conditions at the Facility are not safe or are otherwise unsuitable for the student; or (iv) any other reason deemed appropriate by University personnel. Each Party agrees to notify the other Party promptly and in any case within one (1) business day of such removal.

8. that, notwithstanding any other provision of this Agreement, the Facility retains ultimate responsibility for the care provided to patients or clients.

9. that each Party shall maintain in respect of its employees, volunteers, and agents and, in the case of the University, its students, (i) professional liability insurance coverage in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate, (ii) commercial general liability insurance coverage in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate, with no exclusion for Sexual Abuse and Molestation, and (iii) follow form excess/umbrella liability insurance with limits not less than \$1,000,000 per occurrence/aggregate. Each Party's insurance coverage shall be maintained with a carrier authorized to do business in the respective state(s) or through self-insurance. Each Party will provide to the other Party, upon such other Party's request and at least annually, a certificate of insurance evidencing the required insurance coverage, naming the other Party as additional insured as their interests may appear. In addition, upon renewal or replacement of any required insurance coverage, each Party will provide replacement certificates to the other Party. The certificate of insurance shall include a statement that the notice of cancellation shall be given pursuant to the terms and conditions of the policy. If the School is an institution operated by a municipality or government agency or municipal or government employees, the School may fulfill the requirements of this Section 9 through insurance provided by or through such legislation covering the school's activities and personnel and otherwise meeting the requirements of this Section 9.

10. that where allowed by law, each Party (each an "Indemnifying Party") will defend and indemnify the other Party, its affiliated entities and their respective trustees, directors, officers, employees, and representatives (each an "Indemnified Party") from and against all claims, demands, suits, proceedings, investigations, losses, liabilities, damages, settlements, judgments, interest, penalties, and expenses of any kind, including court costs and reasonable attorneys' fees, relating to both direct claims and third party claims resulting from or arising out of (i) the negligence or willful misconduct of the Indemnifying Party in connection with this Agreement including but not limited to claims or allegations of negligent supervision, failure to supervise, sexual abuse, or molestation or (ii) breach by the Indemnifying Party of any of the terms of this Agreement or any applicable law or regulation. The Indemnified Party will provide

the Indemnifying Party with prompt written notice of any claim for which it seeks indemnification under this Agreement, provided that any failure or delay in providing such notice will not relieve the Indemnifying Party of any obligations under this provision except to the extent such failure or delay prejudices the defense of any such claim. With respect to third party claims subject to indemnification, the Indemnifying Party will have the right to control the defense of any such claim with counsel that is reasonably acceptable to the Indemnified Party. In defending such claim, the Indemnifying Party will keep the Indemnified Party informed of all material matters relating to the defense of such claim and will not agree to any compromise or settlement of such claim without the Indemnified Party's prior written consent, which shall not be unreasonably withheld. The Indemnified Party will provide reasonable cooperation to the Indemnifying Party in the defense of such claim. The Indemnified Party may participate in the defense or settlement of such claim at its own expense and with counsel of its own choice. This provision shall survive the termination or expiration of the Agreement.

11. that, if required by Facility, at an appropriate time in the application process, the University will instruct each student who wishes to participate in the Clinical Experience to submit to a background check. The Parties agree that such requirement may be met by each student allowing a third party vendor engaged by the University to, with the consent of such student, perform a background check and:

- (i) such third party vendor providing the results thereof directly to the Facility prior to such student beginning the Clinical Experience at the Facility; or
- (ii) in the event that the results of a background check include adverse information on the student, in accordance with applicable law, the University may transmit the results of the background check to the Facility for the Facility's determination as to whether the results are disqualifying for participation in the Clinical Experience. Following the completion of the background check process and review described herein, the University will provide the Facility with a list of students selected for the Clinical Experience. This list shall note that a background check has been performed for each student whose name appears on the list and that either the criminal background check did not contain any adverse information on the student or, if it did contain adverse information, that the adverse information was reviewed by the Facility and the Facility has agreed that the student may participate in the Clinical Experience. The University shall be responsible for obtaining the student's authorization to disclose the results of the background check to the Facility and, failing receipt of such authorization, the student shall not be placed in the Clinical Experience.

The Facility reserves the right to deny participation in the Clinical Experience to any student applicant under this section for any lawful reason and will follow all applicable laws when exercising this right; and the student shall have no right of appeal to the Facility except as permitted by law. The University will also require its students planning to participate in the Clinical Experience to be screened for exclusion from participation in Medicaid, Medicare, and any Federal health care programs through a minimum of an OIG screening, which will be

conducted as part any required background check. Any excluded individuals are expressly prohibited from participating in the Clinical Experience.

12. that this Agreement becomes effective as of the date first written above and will continue in full force for five (5) years, or until termination. This Agreement may be terminated by either party by giving sixty (60) days prior written notice to the other party; provided that, any student assigned to the Facility for their Clinical Experience as of the date of termination shall be permitted to complete the assignment. In the event either party fails to maintain insurance in full force and effect during the term of this Agreement in accordance with the terms of this Agreement, the other party may immediately terminate this agreement upon notice, notwithstanding any other provision of this Agreement to the contrary.

13. that neither this Agreement nor any obligation or right thereunder may be assigned to any third party without the prior written consent of the other Party. Any purported assignment without such consent shall be null and void.

14. that all notices under this Agreement will be given in writing either by personal delivery, by a reputable national or international delivery service (such as UPS or FedEx), or by certified or registered mail, Return Receipt Requested (or foreign equivalent). The effective date of any such notice will be when received (or receipt refused): (i) if personally delivered or delivered by delivery service, the date of such delivery, or (ii) if delivered by certified or registered mail, return receipt requested. Notice will be provided as follows:

to the University:
Dean Michael Lindsey
New York University
Silver School of Social Work
1 Washington Square North
New York, NY 10003-6654

with a required copy to:
New York University
Office of General Counsel
70 Washington Square South, 11th Floor
New York, NY 10012
Attention: General Counsel

to the Facility:

15. that this Agreement is not for the benefit of any third party.

16. that University and Facility are independent contractors, and neither Party nor its employees will be deemed to be the employee, agent, or representative of the other. Nothing

contained in this Agreement will create any agency relationship, partnership, association, or joint venture between the Parties. Except as otherwise specifically set forth in this Agreement, neither Party will have any authority or suggest it has any authority to create any obligation, express or implied, on behalf of the other Party, or to bind the other Party.

17. that this Agreement may be modified only by mutual written agreement of the authorized representatives of the Parties thereto.

18. that this Agreement and all matters arising out of or relating to this Agreement shall be interpreted in accordance with the laws of the State of New Jersey, without regard to principles relating to conflicts of law. All disputes between the parties arising out of, or in any way related to this Agreement, the Program or field instruction shall be subject to the exclusive jurisdiction of the Superior Court of New Jersey, venued in Hudson County, New Jersey.

19. that this Agreement may be executed by the Parties in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. A signed copy of the Agreement that has been transmitted via electronic mail, facsimile, or as a hard copy, can operate as the executed original copy.

20. that this Agreement constitutes the entire agreement of the Parties regarding its subject matter, and it supersedes all prior and collateral negotiations, agreements, and understandings between the Parties, whether written or oral, regarding the subject matter.

[Signature page follows.]

January 2025

IN WITNESS WHEREOF, authorized representatives of the Parties have signed this Agreement as of the day and year first written above.

FOR AND ON BEHALF OF
FACILITY NAME

FOR AND ON BEHALF OF
NEW YORK UNIVERSITY on behalf of its Silver
School of Social Work

By: _____
Name:
Title:

By: _____
Sandra Kim
Associate Dean, Finance & Administration

**AGREEMENT BETWEEN
HUDSON COUNTY COMMUNITY COLLEGE
AND
HUDSON COUNTY SCHOOLS OF
TECHNOLOGY FOR THE DELIVERY OF
DUAL CREDIT INSTRUCTION IN
BIOMEDICAL SCIENCES FOR ACADEMIC
YEAR 2026-2027**



This Agreement between the Hudson County Community College (HCCC) and the Hudson County Schools of Technology (HCST) is for the purposes of HCCC providing dual credit instruction in selected courses for high school students enrolled in eligible programs of study in HCST high schools. HCST students enrolled in HCCC classes will have the opportunity to earn HCCC credits for selected college courses taught by their high school instructors during or after school as part of their regular teaching responsibilities.

Faculty Qualifications and Responsibilities

1. High school instructors teaching HCCC courses as part of the high school curriculum are required to meet the minimum educational requirements in the subject area(s) being taught or in a closely related discipline and must receive approval from the HCCC faculty coordinator or Dean responsible for that subject area and shall be subject to approval by HCCC prior to the commencement of instruction.
2. High school instructors teaching HCCC courses must follow the HCCC curricula, utilize required texts, maintain required minimum instructional hours (i.e., 750 minutes per credit), administer HCCC exams and submit both grades and attendance reports to HCCC by specified dates.
3. High school instructors teaching HCCC courses must follow the HCCC master syllabus and submit their proposed syllabus for review and approval from the HCCC faculty coordinator or Dean responsible for that subject area. The lack of an approved syllabus may result in the removal of recognition of such courses from receiving dual enrollment credits.
4. Class observation(s) will be conducted by HCCC supervisor(s). HCCC reserves the right to remove approvals of HCST instructors who do not meet HCCC standards of instruction.

Provision for Alternate Scheduling and Registration

Instruction for each approved course on HCST campuses may follow the high school schedule as it relates to start-and-end dates and frequency, as long as the required minimum instructional hours and all course outcomes are met.

Student Enrollment

1. Selection for participation in the courses covered under this agreement will initially be determined by HCST, provided that all selected students meet all course pre-and-co-requisites of HCST and HCCC. HCST will select students who demonstrate a proficiency for college-level work and a reasonable chance for successful completion.
2. HCCC will arrange with HCST for the administration of the College Placement Test for selected students and students must meet the minimum scores required by each applicable HCCC academic department to qualify to take specific HCCC courses. Students who do not meet the minimum requirements in both items 1 and 2 shall not be permitted to participate in the courses covered under this agreement. However, such students will be permitted to take required developmental and/or pre-requisite courses for the below listed course at the same tuition rates listed below.
3. Participating students must complete the HCCC Early College online application and student agreement form within the time frames established by HCCC. HCST will submit completed student agreement forms, signed by the participating student's school counselor and each student's parent or guardian, to the HCCC Office of Early College Programs. Participating students shall comply with and be subject to all HCCC policies applicable to HCCC students.
4. HCCC does not guarantee that any credits earned will be transferable to another institution. Whether or not to accept those credits is determined by the policies and procedures of the accepting institution.
5. HCCC and HCST are authorized to exchange pertinent student information. Such information shall be considered confidential and shall not be disclosed except to the extent required by law or for a party to fulfill its obligations under this Agreement. HCCC will forward final grades for participating students to the high school administration upon completion of the semester and payment of all fees and tuition required by this agreement.

Courses for AY (2026-2027)

Selected students may enroll in the following approved dual enrollment courses to be offered during the 2026-2027 academic year.

- BIO-111 Anatomy & Physiology I (4 Credits)
- BIO-211 Anatomy & Physiology II (4 Credits)

Fiscal Arrangement

- A. HCCC shall directly invoice HCST for students approved in advance by HCST in accordance with the following charges and terms:
 1. For courses taught by high school instructors during the school day as part of their regular teaching responsibilities, HCST will be required to pay HCCC tuition of 25%

of the in-county tuition rate.

- B. HCST shall make full payment to HCCC no later than sixty (60) days of HCST's receipt of the bill from HCCC. Non-payment or late payment of all or part of an invoice may result in students being prohibited from registering for future classes, holds on grades and transcripts and the possible referral of the bill for collections. HCST agrees to be responsible for all collection fees and costs incurred by HCCC, including, without limitation, court fees and attorneys' fees, in the event that full payment is not received from HCST within sixty (60) days of HCST's receipt of an invoice from HCCC. Invoices shall reflect enrollment through the posted withdrawal dates based on the Student Refund and Academic Calendar. HCCC shall not be obligated to make any adjustments in the per credit price charged to HCST if the discontinuation of a student's participation in the program is not communicated to HCCC prior to the appropriate withdrawal dates.
- C. HCCC will waive non-tuition fees (e.g., admission, registration, technology, student activity) for the courses covered under this agreement.
- D. For participating students who have been determined by HCST as being responsible for their own tuition payments, HCCC shall directly invoice students for participating tuition in accordance with the following charges and terms for the 2026-2027 academic year:
 - 1. For courses taught by approved high school instructors during the school day as part of their regular teaching responsibilities, students will be required to pay HCCC tuition of 25% of the in-county tuition rate.
- E. A student's failure to timely pay an invoice may result in the student being prohibited from registering for future classes, holds on grades and transcripts, and the possible referral of the bill for collections. Invoices shall reflect enrollment through the posted withdrawal dates based on the Student Refund and Academic Calendar. HCCC shall not be obligated to make any adjustments in the per credit price charged to students if the discontinuation of a student's participation in the program is not communicated to HCCC prior to the appropriate withdrawal dates.
- F. HCCC will waive non-tuition fees (e.g., admission, registration, technology, student activity) for the courses covered under this agreement.

Terms of Contract

This Agreement shall be effective as of July 1, 2026 and shall run through June 30, 2027 and may be renewed annually by the parties by executing a separate agreement. It is understood and agreed that the parties to this Agreement may modify or revise this Agreement only by written amendment executed by both parties.

Choice of Law/Venue

This Agreement shall be subject to and interpreted in accordance with the laws of the State of New Jersey regardless of New Jersey’s conflict of laws, provisions or principles. Any and all disputes between the parties arising out of or relating to this Agreement or the services provided thereunder shall be subject to the exclusive jurisdiction of the Superior Court of New Jersey located in Hudson County, New Jersey.

SIGNED:

President or Designee
Hudson County Community College

Date

Superintendent or Designee
Hudson County Schools of Technology

Date

AMENDMENT TO CLINICAL AFFILIATION AGREEMENT

THIS AMENDMENT TO CLINICAL AFFILIATION AGREEMENT (“Amendment”) is entered into on this ___ day of _____, 202___ by and between Hudson County Community College (“College”) located at 70 Sip Avenue, Jersey City, New Jersey 07306, and Peace Care St. Ann's ("Nursing Home"), located at 198 Old Bergen Road, Jersey City, NJ 07305.

WHEREAS, College and Nursing home are parties to a Clinical Affiliation Agreement (“Agreement”) whereby Nursing Home provides clinical experience for students enrolled in the College’s practical nursing program; and,

WHEREAS, the Board of Nursing has advised that the College’s nursing clinical affiliation agreements need to provide for a 120-day termination period; and,

WHEREAS, the parties desire to amend the Agreement to comply with the termination provision required by the Board of Nursing.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in this Amendment, as well as the Agreement, the sufficiency of which is hereby acknowledged, the parties agree to amend the Agreement as follows:

1. Article X is hereby revised to delete “ninety (90)” and replace it with “one hundred twenty (120)”.
2. All other terms of the Agreement shall remain the same.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

HUDSON COUNTY COMMUNITY
COLLEGE

PEACE CARE ST. ANN’S

By: _____
Christopher Reber, President

By: _____
Robert Reyes, Administrator

**STUDENT SERVICE LEARNING AFFILIATION AGREEMENT
HUMAN SERVICES DEPARTMENT
HUDSON COUNTY COMMUNITY COLLEGE**

THIS AGREEMENT is entered into as of the ___ day of _____, 2026 between New Jersey Reentry Corporation, headquartered at 591 Summit Avenue, Suite 605B, Jersey City, NJ 07306 (hereinafter referred to as “Agency”) and HUDSON COUNTY COMMUNITY COLLEGE, having an address at 25 Journal Square, Jersey City, New Jersey 07306 (hereinafter referred to as “College”).

WHEREAS, the College has a curriculum in Human Services; and

WHEREAS, service learning experience is a required and integral component of the Human Services curriculum; and

WHEREAS, the College desires the cooperation of the Agency in the development and implementation of the service learning experience phase of its Human Services curriculum; and

WHEREAS, Agency desires to participate with the College in the development and implementation of service learning experience for Human Services students of the College.

NOW THEREFORE in consideration of the mutual promises hereinafter contained, the Agency and College agree as follows:

1. TERM

This Agreement shall be for a period commencing on January 1, 2026 and continuing until December 31, 2027. The Agreement may thereafter be renewed on an annual basis for up to two (2) additional years, upon the mutual written consent of the Agency and College.

2. TERMINATION

- A. Either party hereto shall have the right to terminate this Agreement at the end of the initial one (1) year term or annual renewal time period upon thirty (30) days prior written notice to the other party.
- B. In the event of the breach of any provision of this Agreement by one party, the other party shall have the right and option to give the breaching party notice thereof and, in the event the breaching party fails to remedy the breach within thirty (30) days of the receipt of such written notice, the other party may, at its sole option, terminate this Agreement. If the breach is such that it cannot be remedied, either party may cancel this Agreement immediately upon written notice to the other party.
- C. If the Agency exercises its right to terminate this Agreement, the Agency agrees that no students participating in an ongoing clinical affiliation program will be denied the opportunity to complete the clinical program, even when the effective date of termination occurs prior to the completion date of the program.

**STUDENT SERVICE LEARNING AFFILIATION AGREEMENT
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HUDSON COUNTY COMMUNITY COLLEGE**

3. COLLEGE RESPONSIBILITIES

The College shall:

- A. Assume full responsibility for the planning and the execution of the curriculum for its students, including the administration, curriculum content, and faculty appointments.
- B. The College assures that all instructors possess the requisite academic qualifications for their academic roles.
- C. The College will provide a clinical assignment schedule of dates for the affiliation periods throughout the academic year.
- D. The College shall inform its students of the requirement to conform to the rules, regulations, and policies of the Agency.
- E. The College will inform its students that they must meet certain health standards as required by the Agency.

4. AGENCY RESPONSIBILITIES

The Agency shall:

- A. Participate in joint evaluation of the effectiveness of the fieldwork experiences through meetings and/or written, online evaluations of the students as well as inform the College of any problems or concerns that may affect the student's performance or permanence in that field setting.
- B. The Agency shall provide one hour of individual or triadic supervision a week and provide the necessary supplies and facilities as may be required to ensure quality education for the students without impairing quality Program Participant care.
- C. The Agency shall provide an orientation of its facilities, and procedures for the College's students. Agency rules, regulations, and policies will be available and reviewed with each student by the Agency.
- D. The Agency shall 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 than it would reasonably provide for its paid employees. The College shall be promptly notified of any such occurrence. The student shall be responsible for payment of any medical expenses incurred.

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- E. The Agency shall supervise the College's students while the students are on the premises of the Agency for the purposes of the program. No student shall be deemed under the control or supervision of the Agency while not on Agency's premises.

5. MUTUAL OBLIGATIONS

The parties hereto mutually agree that:

- A. The Agency shall at all times retain sole responsibility for all Program Participant care, and the extent of participation of students in assisting with providing program participant care.
- B. Responsibility for planning the clinical experience in the Agency will be jointly shared by the Agency's staff and the College's instructors, subject at all times to the policies, Rules, and regulations of the Agency.
- C. A student of the College may be assigned to any facilities or programs within the Agency's system.
- D. Student curriculum, attendance, and scheduling shall be under the direction of the College as long as they do not conflict with Agency's policies, rules, and regulations.
- E. Each student of the College 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 the College and the Agency.
- F. The Agency and College will perform their duties and responsibilities under this Agreement without cost or other financial obligation to the other party.

6. STUDENT RESPONSIBILITIES

The College shall advise students of the following conditions of participation in the program. Further, the College shall advise students that failure to meet the following conditions shall be grounds for denial of admission to the program and/or dismissal from the program:

- A. Students of the College shall, at all times, follow the rules and regulations established by the Agency. The Agency shall orient the students to applicable rules and regulations.
- B. The health of all students assigned to the Agency shall meet the standards required for the Agency's employees.

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- C. Students of the College acknowledge that all information regarding Program Participant identity, diagnosis, prognosis, treatment, and/or any personal data which comes into the possession of the student is strictly confidential. Students shall not disclose any such information to third parties and will take all steps reasonably necessary to protect the privacy, confidentiality, and dignity of any Program Participants with whom the students have contact during the clinical program provided for herein.
- D. The student will provide medical documentation of any special physical needs while participating in the program.
- E. Each student, at his or her own expense, shall be required to submit to a criminal background check prior to starting training at the Agency as required by the Agency's criminal background check procedure. Any student whose record shows an adverse finding will be subject to review by the Agency. The Agency may reject any student for clinical training based upon the information contained in the criminal background check.

7. REGULATORY COMPLIANCE

College 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 effect to the extent that they directly or indirectly bear upon the subject matters of this Agreement. These include, without limitation, the applicable requirements under any State fair employment practices or similar laws declaring discrimination in employment based upon race, color, creed, religion, sex, sexual preference, or national origin 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.

8. INDEPENDENT CONTRACTOR

Both Agency and College 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 College. Rather, in discharging all duties and obligations hereunder, Agency shall at all times be in and remain an independent contractor relationship with College.

Neither Agency nor College 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 College, nor shall it in any way alter the control of the management, operation, and affairs of either Agency or College, it being the intent of this Agreement that Agency and College 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

**STUDENT SERVICE LEARNING AFFILIATION AGREEMENT
HUMAN SERVICES DEPARTMENT
HUDSON COUNTY COMMUNITY COLLEGE**

financial or legal nature incurred by the other party to this Agreement.

9. CONFIDENTIALITY

Both College and Agency shall at all times comply with standards of documentation and confidentiality mandated by state and federal regulatory agencies and accrediting agencies, as same may be modified and amended from time to time, including the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), standards of the Joint Commission on Accreditation of Healthcare Organizations, and medical records policies and guidelines established and approved by Agency, which shall be made available to the College’s students.

10. NO DISCRIMINATION

The College and Agency mutually agree that no Program Participant shall be discriminated against on the basis of race, color, sex, creed, age, national origin, ancestry, marital status, familial status, religion, sexual orientation, or disability for the purposes of this Agreement.

11. 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.

12. 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 or College, and this Agreement contains all the covenants and agreements between the parties with respect to this affiliation agreement. 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.

13. MODIFICATION

Agency or College may from time to time request changes to the terms in this Agreement. Such changes shall be valid only if incorporated as a written amendment to this Agreement.

14. ASSIGNABILITY

The duties and obligations of each of the parties hereto shall be deemed personal and unique. This Agreement and the duties and obligations of the parties hereunder shall not be assigned to any other person, firm, or corporation without the prior written consent of the other party.

**STUDENT SERVICE LEARNING AFFILIATION AGREEMENT
HUMAN SERVICES DEPARTMENT
HUDSON COUNTY COMMUNITY COLLEGE**

15. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, including without limitation, the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq. The parties agree that pursuant to the New Jersey Contractual Liability Act, venue and jurisdiction regarding any matter pertaining to this Agreement shall be in the Superior Court of New Jersey, Law Division, Hudson County vicinage, and consent to same.

16. NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or when received (or receipt refused) when sent by United States mail, postage prepaid, addressed as follows:

As to the Agency:

New Jersey Reentry Corporation
591 Summit Avenue, 6th Floor
Jersey City, NJ 07306
Attn: General Counsel

As to the College:

Hudson County Community College
25 Journal Square
Jersey City, New Jersey 07306
Attn.: Department of Humanities and Social Sciences

17. INDEMNIFICATION

Each party shall indemnify and hold harmless the other party, and their representatives, agents, interns, contractors, consultants, employees, officers, and directors from and against any and all claims and causes of action brought by third-parties to the extent caused by the indemnifying party's negligent acts, errors, intentional acts, or omissions in connection with this agreement.

IN WITNESS WHEREOF the parties hereto have affixed their hands and seals or caused these presents to be executed by their duly authorized corporate officers on the day and year first above written.

**STUDENT SERVICE LEARNING AFFILIATION AGREEMENT
HUMAN SERVICES DEPARTMENT
HUDSON COUNTY COMMUNITY COLLEGE**

NEW JERSEY REENTRY CORPORATION

Signed: _____

Date: _____, 2026

Name: James E. McGreevey

Title: Chairman

HUDSON COUNTY COMMUNITY COLLEGE

Signed: _____

Date: _____

Name: Christopher M. Reber, Ph.D.

Title: President

Revised January 19, 2013

ADDENDUM TO TRAINING AGREEMENT

THIS PERFORMANCE-BASED CLASSROOM TRAINING ADDENDUM IS MADE AS OF THE **XX DAY** OF December, 2025 BETWEEN THE NEW JERSEY REENTRY CORPORATION HAVING ITS PRINCIPAL OFFICE AT 591 SUMMIT AVE., 6TH FLOOR, JERSEY CITY, NEW JERSEY 07306 (HEREINAFTER REFERRED TO AS NJRC) AND **HUDSON COUNTY COMMUNITY COLLEGE** WITH OFFICES LOCATED AT **70 SIP AVENUE, JERSEY CITY, NEW JERSEY 07306** (HEREINAFTER REFERRED TO AS THE SUBCONTRACTOR).

WHEREAS, NJRC and Subcontractor are parties to an Agreement effective January 21, 2022; and

WHEREAS, NJRC and Subcontractor wish to amend the Agreement to add a Computer skills with Artificial Intelligence (AI) training course in accordance with the terms and conditions of the Agreement and this ADDENDUM; and

WHEREAS, all terms of the Agreement not amended by this Addendum shall remain in full force and effect.

1. The recitals set forth above are incorporated into this Addendum as if set forth here at length.
2. **TERM**

The Term of this Addendum is from January 21, 2026 to January 20, 2028, known as the Contract period.

3. **PERFORMANCE**

- A) The Subcontractor hereby agrees to perform the functions set forth under the terms and conditions established in the Agreement and this Addendum as outlined in the fifteen (15) hour curriculum for the **Computer skills with AI training course**.
- B) The Subcontractor hereby also agrees to perform the functions set forth under the terms and conditions established in this Addendum as outlined in the fifteen (15) hour curriculum for the **Computer skills with AI training course**.
- C) Costs will be billed entirely as a fixed single unit charge in the cost category of training. Single unit charges will be for training, completion of, and graduation due to classroom training as provided below.
- D) The Subcontractor shall make reasonable efforts to counsel and advise participants to try and prevent a participant's termination (dropout or expulsion) from the training class prior to completion.
- E) In the event that the Subcontractor has knowledge of violations of school regulation or other circumstances that would make a participant subject to termination from the course, the Subcontractor shall, to the extent permitted by law, and to the extent consistent with Subcontractor's policies, inform both the NJRC and the participant prior to initiating any action to terminate the participant.

- F) The NJRC may terminate a participant should the participant be in violation of any of the rules and regulations related to the participant's conduct and/or attendance. NJRC shall be responsible for its decision to terminate a participant.
- G) So long as a participant has complied with the obligations of the course requirements, the Subcontractor shall provide a reasonable amount of additional training time (i.e., "in addition" defined as that which exceeds the training schedule as set forth in this agreement), as mutually agreed by both parties, if reasonably required to achieve employability skills or to earn a credential, at no additional cost to NJRC.

4. **SCOPE OF WORK TO BE PROVIDED**

- A. The Subcontractor shall conduct **Computer skills with AI training course (Introduction to Computers)**, for up to fifteen (15) eligible and enrolled NJRC participants for a period of fifteen (15) hours of classroom instruction, per cohort.
- B. The Subcontractor agrees to train eligible and enrolled NJRC participants in the field of Computer skills with the goal of enrolled participants completing the course and obtaining a Certificate of Completion in Introduction to Computers as outlined in the Subcontractor's Curriculum (see Exhibit A). NJRC will be responsible for handling all student recruitment for this training course.
- C. Subcontractor will be responsible for providing an instructor and teaching materials for the program.
- D. This contract is based upon up to fifteen (15) trainee slots at a rate **of \$200.00 per hour for fifteen (15) hours of classroom instruction for completion of Computer Skills with AI Training courses with receipt of certificates for completed courses** (See Sec.5A)

<u>Course</u>	<u>Unit Price</u>	<u>No. of Participants</u>	<u>No. of Hours</u>	<u>Extended Price</u>
Computer Skills with AI Training	\$ 200/hour	15 max.	15	\$3,000
Total Award per cohort				\$3,000

5. **PAYMENT SCHEDULE**

The Subcontractor shall be compensated the agreement rate upon participants completing core training hours and **submission of the necessary supporting documentation by Subcontractor**. Requests for performance payments must be made with complete outcome documentation attached as set forth in this contract.

A. Computer Skills Training:

a) **Payments will be made only according to the following conditions:**

- I. After the completion of the fifteen (15) hour training course, the Subcontractor will provide participant Certificates of Completion in Introduction to Computers with Artificial Intelligence to those participants that satisfactorily completed the course.
- II. At the completion of the fifteen (15) hour training course, the Subcontractor shall submit an **invoice**

and course completion certificates. upon completion in Computer Skills Training as specified by NJRC. Payment will be made by NJRC to Subcontractor within fifteen (15) days of receipt of the invoice. Payments not timely made shall bear interest at the rate of 1% per month commencing on the date the payment was due.

b) CLASS TRAINING - Computer Skills with AI Training

100% will be paid upon completion of core training hours as follows:

Microsoft Basics with Artificial Intelligence - Beginner (16 Hours)

- Introduction to Windows and Remote Work 1 (Day 1 - 3 hours)
- Excel Level 1 with AI (Day 2 - 3 hours)
- Word Level 1 with AI (Day 3 - 3 hours)
- PowerPoint Level 1 with AI (Day 4 - 3 hours)
- Artificial Intelligence (Day 5 – 3 hours)

6. AMENDMENTS

The NJRC and/or the Subcontractor may, from time to time, require changes in the scope of services to be performed or adjust the number of participants to be serviced. Any such changes must be mutually agreed upon and shall not take effect until reduced to writing signed by both parties as a further amendment to the Agreement or this Addendum.

7. ASSIGNMENT

The Subcontractor shall not assign or transfer its rights, title, or end this agreement, without prior written consent of NJRC.

The Subcontractor has the right to establish and enforce uniform minimum requirements including preliminary entrance requirements that must be met by all prospective students prior to their enrollment in the subcontractor's training program. The Subcontractor has the right to request the removal of any applicant who does not meet or has been shown to have falsely met its uniform enrollment requirement.

The Subcontractor has the right to establish and enforce regulations with respect to student's attendance, performance, behavior, department or training-related standard of dress as long as the requirements meet or exceed the NJRC's requirements and are uniformly applied to all participants and are not in violation of federal, state or local law or regulations.

8. RETENTION OF RECORDS

Records for all enrollees shall be retained by the Subcontractor for a minimum of four (4) years from the end of the contract year.

9. PUBLIC RELATIONS

The Subcontractor shall not issue any publicity whatsoever, relating to any job training program or project to the media, including, but not limited to, the press, radio, flyers, or booklets, unless expressed permission is granted by the NJRC Executive Director.

10. **WORKING CONDITIONS**

The Subcontractor agrees to conduct **Computer Skills Training** at the NJRC Training and Employment Center located at 195 Campus Drive, Kearny, NJ 07032 beginning on January 21, 2026 and ending January 20, 2028. A room will be provided by NJRC to the Subcontractor.

11. **INSURANCE**

Each party will defend, indemnify, and hold harmless to the other party from any and all costs and damages incurred as a result of third-party claims to the extent arising out of the gross negligence or willful misconduct of the party. A Certificate of Insurance issued by a licensed insurance carrier will be provided by the Subcontractor to NJRC prior to the commencing of the program called for by this contract; said certificate will provide general liability insurance for the operation of the program in the amount of One Million Dollars (\$1,000,000.00) for each occurrence and name the NJRC as an additional co-insured.

12. **EQUAL OPPORTUNITY EMPLOYER**

The Subcontractor agrees to comply with the Equal Employment Opportunities and Affirmative Action requirements.

13. **DISCRIMINATION**

The Subcontractor will not discriminate against an employee, applicant, or program participant because of race, creed, sex, color, national origin, religion, or citizenship and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination because of race, creed, sex, color, national origin, religion or citizenship. Such action shall be taken with reference, but not limited to: recruitment, job assignment, rates of pay or other forms of compensation, and selection for training and retraining including apprenticeship and on-the-job training. The Subcontractor shall state in all advertisements for employees placed by or on behalf of the Subcontractor that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, sex, color, national origin, religion, or citizenship.

14. **AUDIT**

The Subcontractor shall maintain and have available for audit, all records relating to the course as may be reasonably required by NJRC. These records shall be available for inspection by properly qualified NJRC staff at mutually convenient times. Per state requirement, an audit report must be sent to the NJRC Financial Officer when the subcontractor incurs expenditures of \$100,000 or more on group contracts "Circular 15-08" requirements.

15. **DEFAULT**

The Subcontractor shall conduct the training program in accordance with the requirements of this Addendum. If the Subcontractor fails to substantially perform in accordance with this Addendum, NJRC shall notify the Subcontractor in writing. If the Subcontractor fails to cure the default within thirty (30) days of this notice, this Addendum may be canceled at the sole discretion of NJRC.

16. **NONSUPPORT OF RELIGIOUS ORGANIZATION**

Job training eligible participants hereunder, shall not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship.

17. **NONDISPLACEMENT**

The Subcontractor represents that employment of clients hereunder will not result in the displacement of

those presently employed by the Subcontractor, or impair existing contracts or services. The Subcontractor will not substitute federal funds for private or other funds in connection with work that would otherwise be performed.

18. **PUBLIC ACCESS**

The Subcontractor will permit public access to its records and documents pertaining to this agreement to the extent required by law.

19. **COMPLIANCE WITH OTHER AGENCIES**

The Subcontractor hereby agrees to abide by all the applicable forms and conditions of NJRC.

IN WITNESS WHEREOF, THIS ENTIRE AGREEMENT BETWEEN THE PARTIES AND THE UNDERSIGNED AGREE TO BE BOUND BY THE TERMS AND CONDITIONS BY THEIR SIGNATURES.

New Jersey Reentry Corporation

Hudson County Community College

**By: _____
James E. McGreevey, Chairman**

**By: _____
Christopher M. Reber, President**

Date: _____

Date: _____

**Witness: _____
Name:**

**Witness: _____
Name:**

Exhibit A

Microsoft Basics with Artificial Intelligence - Beginner (15 Hours)

- Introduction to Windows and Remote Work 1 (Day 1 - 3 hours)
- Excel Level 1 with AI (Day 2 - 3 hours)
- Word Level 1 with AI (Day 3 - 3 hours)
- PowerPoint Level 1 with AI (Day 4 - 3 hours)
- Artificial Intelligence (Day 5 - 3 hours)

**LICENSE AGREEMENT
THE REGENTS AS LICENSOR**

THIS AGREEMENT is dated _____ ("Effective Date"), by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California corporation, on behalf of the University of California, Irvine, Division of Continuing Education ("Licensor") and Hudson County Community College, a public community college ("Licensee").

WHEREAS, Licensee seeks to acquire the right to enter upon Licensor's property located at 510 E. Peltason Drive, Irvine, CA 92697 (the "Premises"), for the purpose specified in Paragraph 1 below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensor and Licensee do hereby agree to enter into the Agreement including the Exhibit in accordance with the following terms and conditions:

1. Use. Licensor hereby grants to Licensee, its agents and contractors, a non-exclusive, revocable License to enter upon and use the Premises and the right of ingress and egress to and from the Premises, subject to the terms and conditions herein, for the purpose of teaching courses, seminars, and other educational programs in accordance with the terms set forth as follows ("License")

2. Room Requests: Licensee shall submit a room request to Licensor in writing on an as-needed basis, at least fourteen (14) calendar days prior to proposed use. Licensor will put forth its good faith efforts to reasonably accommodate Licensee's request. If the request is approved by Licensor, confirmation will be provided in writing. The fee for the rooms shall be as outlined in this Agreement.

3. Room Cancellations: If Licensee needs to cancel a previously confirmed room rental, it must do so in writing at least fourteen (14) calendar days prior to the commencement of use. Licensor will confirm the cancellation in writing, and Licensee will not be charged for the use of the room on the cancelled dates. Failure to provide proper notice of cancellation will result in fees being charged as established in this Agreement.

4. Term. This License shall commence upon January 24, 2026 and shall continue until May 31, 2026 ("Term"). Notwithstanding the forgoing, either party may terminate this License at any time by giving sixty (60) days written notice to the other party. At the expiration or earlier termination of this License, Licensee shall immediately cease use of the Premises.

5. Consideration. During the term of this Agreement, as consideration for this License and the use of the rooms and spaces, Licensee shall pay to Licensor in accordance with the rates set forth in Exhibit A. Every three (3) months, Licensor shall provide to Licensee an invoice for Licensee's use of the various rooms and spaces at the rates set forth in Exhibit A. Licensee shall pay all undisputed portions of the invoice within thirty (30) days from Licensee's receipt of the invoice. In the event Licensee disputes any portion of an invoice, Licensee shall promptly advise Licensor and the parties shall try to resolve the dispute amicably.

6. Conditions Applicable to License. This License is subject to all existing covenants, conditions, reservations, contracts, leases, licenses, easements, encumbrances, restrictions and rights of way with respect to the Premises, whether or not of record.

7. No Transfer or Assignment. This License is personal to Licensee. Any attempt to transfer or assign this License shall terminate it.

8. Permits and Regulations. Licensee shall be responsible for securing any required approvals, permits and authorizations from any federal, state or local agencies and shall comply with all applicable laws and regulations.

9. No Interference. Licensee shall not interfere with the normal operation and activities of Licensor, and Licensee shall conduct its activities on the Premises to minimize damage to the Premises and inconvenience to Licensor, its agents, employees and invitees.

10. Repair and Restoration. If Licensee, its agents or contractors cause any damage to the Premises, or to Licensor's roads, infrastructure or other property and improvements (collectively "Property") in connection with the exercise of this License, Licensee shall repair and restore the Premises and Property to their original condition prior to Licensee's use of the Premises pursuant to this License. Licensee shall perform the repair and restoration required hereunder prior to the expiration of this License, or within ten (10) days of the earlier termination of Licensee's rights hereunder. In the event that repair and restoration is performed following the termination this License, the Licensee's Indemnity and Insurance obligations in paragraphs 13 and 14 shall continue until repair and restoration is completed as provided herein.

11. Breach and Cure. In the event that Licensee breaches any of its obligations under this License, Licensor shall send Licensee written notice specifying the nature of such breach. Licensee shall have ten (10) days from the receipt of such notice within which to cure such breach. If more time is reasonably required for Licensee's performance, then Licensee shall notify Licensor in writing of its proposed schedule for performance and commence performance within such ten (10) day period; thereafter, Licensee shall diligently proceed to completion. If Licensee fails to cure or to commence cure within such ten (10) day period, then Licensor shall have the right to terminate this License immediately by serving Licensee with written notice of termination. Licensor shall have all rights and remedies available under California law including, but not limited to, actions for damages and specific performance, for any breach of Licensee's obligations hereunder.

12. Alteration in Writing. This License supersedes any and all prior understandings and agreements, whether written or oral, between the parties with respect to the subject matter of this License. No alteration or variation of this License shall be valid unless made in writing and signed by Licensor and Licensee.

13. Notice. Any notice required hereunder shall be in writing and shall be addressed as follows:

Licensor: Real Estate Services
University of California, Irvine
440 Aldrich Hall,
Irvine, CA 92697-7475

with a copy to:

Division of Continuing Education
510 E. Peltason Drive
University of California, Irvine
Irvine, CA 92697
Attn: Office of the Dean

Licensee: Hudson County Community College
70 Sip Avenue
Jersey City, New Jersey, 07306
Attn: Chastity Farrell, Assistant Vice President, CEWD

or to such other address as either party may indicate in a written notice to the other. All notices and communications given under this License Agreement shall be deemed to have been duly given and received: (i) upon personal delivery, or (ii) as of the fourth business day after mailing by United States certified mail, return receipt requested, postage prepaid, addressed as set forth above, or (iii) the immediately succeeding business day after deposit (for next day delivery) Federal Express or other similar overnight courier system.

13. Indemnification.

Licensee shall indemnify, defend, and hold harmless Licensor, its officers, agents and employees, from and against any third-party claims, damages, costs, expenses, or liabilities (collectively "Claims") arising out of or in any way connected with this License including, without limitation, Claims for loss or damage to any property, or for death or injury to any person or persons but only in proportion to and to the extent that such Claims arise from the negligent or intentional acts or omissions of Licensee, its officers, agents, partners, invitees or employees.

14. Insurance

14.1 Licensee's Insurance. Licensee, at its sole cost and expense, shall insure its activities in connection with this License and obtain, keep in force, and maintain insurance as follows:

1. Commercial Form General Liability Insurance (contractual liability included) with minimum limits as follows:
 - a. Each Occurrence \$1,000,000
 - b. Products/Completed Operations Aggregate \$1,000,000
 - c. Personal and Advertising Injury \$1,000,000
 - d. General Aggregate \$2,000,000

If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this License. The insurance shall have a retroactive date of placement prior to or coinciding with the commencement of the Term of this License.

2. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single of not less than one million dollars (\$1,000,000) per occurrence.
3. Property Insurance, Fire and Extended Coverage Form in an amount sufficient to reimburse Licensee for all of its equipment, trade fixtures, inventory, fixtures and other

personal property located on or in the Premises including leasehold improvements hereinafter constructed or installed.

4. Workers' Compensation as required by California law.
5. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of Licensor and Licensee against other insurable risks relating to performance.

The coverages required herein shall not limit the liability of Licensee.

The coverages referred to under 1. and 2. of this Section 14.1 shall include Licensor as an additional insured. Such a provision shall apply only in proportion to and to the extent of the negligent acts or omissions of Licensee, its officers, agents, and employees. Licensee, upon the execution of this License, shall furnish Licensor with certificates of insurance evidencing compliance with all requirements. Certificates shall provide for thirty (30) days (ten [10] days for non-payment of premium) advance written notice to Licensor of any material modification, change or cancellation of the above insurance coverages.

14.2 Waiver of Subrogation. Licensee hereby waives any right of recovery against Licensor due to loss of or damage to the property of Licensee when such loss of or damage to property arises out of an act of God or any of the property perils included in the classification of fire or extended perils ("all risk" as such term is used in the insurance industry) whether or not such perils have been insured, self-insured, or non-insured.

14.3 Licensor's Insurance. Licensor will maintain a program of self-insurance.

15. Lien Free Condition.

Licensee shall not cause or permit any liens to be placed against the Premises or against Licensor's other property as a result of Licensee's exercise of rights under this License. In the event of the filing of any such liens, Licensee shall promptly cause such liens to be removed. In no event shall such lien removal require more than thirty (30) days.

15.1 Payment of Taxes. Licensor specifically calls to Licensee's attention the fact that this License may create a possessory Interest subject to property taxation, and Licensee may be subject to property tax levied on such interest. Licensee alone shall pay such tax. If the right is given to pay any of the taxes, assessments or other impositions which Licensee is herein obligated to pay either in one sum or in installments, Licensee may elect either mode of payment.

16. Force Majeure. "Force Majeure" shall mean any prevention, delay or stoppage of a party's performance of its obligations under this License which arises as a result of (i) events beyond the reasonable control, prevention and foreseeability of the party affected by the delay, including, but not restricted to, strikes, curfews, insurrection, rebellion, riots, acts of God, pandemics, epidemics, quarantine restrictions, freight embargoes, inability to obtain labor or materials, temporary governmental order, restriction or delay (but only to the extent that any such delay is not attributable to the failure of the party whose performance is delayed to comply with requirements imposed by Applicable Laws) or other temporary governmental acts, war, invasion, enemy action, civil commotion, explosion, fire, earthquakes, or other casualty, but expressly excluding financial inability, and expressly acknowledging that the actions of any party's employees, agents and invitees are to be deemed to be within the reasonable control, prevention and foreseeability of such party for the purposes of this definition; (ii) in the case of Licensor, any

condition that threatens the security or safety of persons or property within the Premises, Building or the Real Property, or (iii) with respect to a claim of Force Majeure by Licensee as the affected party, any default by Licensor, which adversely affects Licensee's ability to perform, and Licensor as the affected party, any default by Licensee, which adversely affects Licensor's ability to perform. If any event of force majeure prevents a party from performing an obligation under this License or causes a delay in the performance of such obligation, such party shall be excused from such performance and such performance obligation shall be postponed for the duration of the Force Majeure event.

17. California Civil Code Waiver. Licensee waives the provisions of California Civil Code Sections 1932(2) and 1933(4) with respect to the destruction of the Premises, California Civil Code Sections 1941 and 1942 with respect to Licensor's repair duties and Licensee's right to repair, California Civil Code Section 1950.7 with respect to the return of a security deposit (if applicable), and California Code of Civil Procedure Section 1265.130, allowing either party to petition the Superior Court to terminate this License in the event of a partial taking of the Premises by condemnation as herein defined, and any right of redemption or reinstatement of Licensee under any present or future case law or statutory provision (including California Code of Civil Procedure Sections 473 and 1179, California Civil Code Section 3275) in the event Licensee is dispossessed from the Premises for any reason, and California Civil Code Section 1950.7 with respect to time periods during which any Security Deposit must be returned. This waiver applies to future statutes enacted in addition or in substitution of the statutes specified herein.

18. OFAC Representation. Licensee represents and warrants to Licensor, and agrees, that each individual executing this License on behalf of Licensee is authorized to do so on behalf of Licensee and that the entity(ies) or individual(s) constituting Licensee, or which may own or control Licensee, or which may be owned or controlled by Licensee, or any of Licensee's affiliates, or any of their respective partners, members, shareholders or other equity owners, and their respective employees, officers, directors, representatives or agents are not and at no time will be (i) in violation of any applicable laws relating to terrorism or money laundering, or (ii) among the individuals or entities with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Assets Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated Nationals and Blocked Persons List for the purpose of identifying suspected terrorists or on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx> or any replacement website or other replacement official publication of such list) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism, known as Executive Order 13224) or other governmental action and Licensee will not Transfer this License to, contract with or otherwise engage in any dealings or transactions or be otherwise associated with such persons or entities.

19. Foreign Entities. Licensee represents and warrants to Licensor that the entity(ies) or individual(s) constituting Licensee, or which may own or control Licensee, or which may be owned or controlled by Licensee, or which may be an affiliate of Licensee, are not a Foreign Source, as defined in Section 117 of the Higher Education Act (HEA) of 1965. If, at any time during the Term of this License, any such entity(ies) or individual(s) shall be deemed to be a

Foreign Source, Licensee shall promptly notify Licensor of such fact and shall provide all relevant information required to be reported by Licensor under the HEA.

20. Governing Law and Venue. This License shall be governed by the laws of the State of California. The exclusive jurisdiction and venue for any and all actions arising out of or brought under this License is in a state court of competent jurisdiction situated in the County of Orange, State of California.

IN WITNESS WHEREOF, the parties have executed this License Agreement the day and year first above written.

^{DS}
KS

LICENSOR:
THE REGENTS OF THE UNIVERSITY
CALIFORNIA

LICENSEE:
HUDSON COUNTY COMMUNITY OF
COLLEGE

By: _____

By: _____

Name: Jason Palda _____

Name: Dr. Christopher Reber _____

Its: Executive Director, RES _____

Its: President _____

Exhibit A - Prices

<u>Room #</u>	<u>~Capacity</u>	<u>On Campus Groups: Half Day / Full Day</u>	<u>Off Campus Groups: Half Day / Full Day</u>
1015, 1020 or 1030	30	\$145 / \$235	\$290 / \$465
1025 (Lab)	30	\$145 / \$235	\$290 / \$465
1035 (Open Lab)	30	\$145 / \$235	\$290 / \$465
1045 (Zoom Room)	36	\$160 / \$255	\$290 / \$465
2020, 2030 or 2040	24	\$145 / \$235	\$290 / \$465
Courtyard A, B, or C		\$175/ \$295	\$350/ \$580
Courtyard AB or BC		\$350/ \$470	\$610 / \$870
Courtyard ABC 264		\$525/ \$645	\$840 / \$1155
2070, 2080 or 2090*	48	\$175 / \$295	\$350 / \$580
2070 and 2080*	96	\$350 / \$470	\$610 / \$870
2080 and 2090*	96	\$350 / \$470	\$610 / \$870
2070, 2080, and 2090*	144	\$525 / \$645	\$840 / \$1155
3000, 3010, 3050, 3060, 3070 or 3080	30	\$145 / \$235	\$290 / \$465
3020 or 3040	24	\$145 / \$235	\$290 / \$465
3030	36	\$160 / \$250	\$290 / \$465
3050 and 3060	60	\$290 / \$430	\$580 / \$810
3070 and 3080	60	\$290 / \$430	\$580 / \$810

*Yosemite rooms (2070, 2080 and/or 2090) can accommodate 88, 176 and/or 264 individuals in a theatre setting. Rooms 3050 and 3060 can accommodate 100 individuals in a theatre setting.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/30/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CBIZ Borden Perlman 200 Charles Ewing Boulevard, Suite 330 Ewing, NJ 08628 www.cbiz.com 9085390	CONTACT NAME: PHONE (A/C, No, Ext): 609-896-3434 FAX (A/C, No): 609-895-1468 E-MAIL ADDRESS: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center; border-bottom: 1px solid black;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center; border-bottom: 1px solid black;">NAIC #</td> </tr> <tr> <td>INSURER A : Philadelphia Indemnity Ins. Company</td> <td style="text-align: center;">18058</td> </tr> <tr> <td>INSURER B : Safety National Casualty Corporation</td> <td style="text-align: center;">15105</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Philadelphia Indemnity Ins. Company	18058	INSURER B : Safety National Casualty Corporation	15105	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER F :															
INSURED Hudson County Community College 26 Journal Square, 14th Floor Jersey City, NJ 07306															

COVERAGES CERTIFICATE NUMBER: 86020947 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK2570820-023	7/1/2025	7/1/2026	<table style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 10,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 3,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 3,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 3,000,000	PRODUCTS - COMP/OP AGG	\$ 3,000,000		\$
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	\$																				
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY			PHPK2570820-023	7/1/2025	7/1/2026	<table style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			PHUB870050-023	7/1/2025	7/1/2026	<table style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 10,000,000</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$ 10,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 10,000,000	AGGREGATE	\$ 10,000,000		\$								
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B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	IXG676985B \$1,000,000 Retention	7/1/2025	7/1/2026	<table style="width: 100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTH-ER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td style="text-align: right;">\$ 2,000,000</td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER		E.L. EACH ACCIDENT		\$ 2,000,000	E.L. DISEASE - EA EMPLOYEE		\$ 2,000,000	E.L. DISEASE - POLICY LIMIT		\$ 2,000,000		
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A	Employee Dishonesty			PHPK2570820-023	7/1/2025	7/1/2026	1,000,000 Limit/incl'd Faithful Performance														

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Regents of the University of California is included as Additional Insured on the above liability policies if required by written contract.

CERTIFICATE HOLDER The Regents of the University of California Attn: UC Irvine Office of Risk Services CC: UCI Division of Continuing Education 455 Aldrich Hall Irvine CA 92697	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <div style="text-align: right;"> Douglas Borden </div>
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MEMORANDUM OF UNDERSTANDING

Between

Hudson County Community College

and

Greater Bergen Community Action

January 21, 2026 – January 20, 2027

Description/Purpose

The purpose of this Memorandum of Understanding (“MOU”) is for Hudson County Community College (HCCC) through the School of Continuing Education and Workforce Development (CEWD) and Greater Bergen Community Action (GBCA) to establish a program whereby HCCC will deliver a workshop series.

Roles and Responsibilities

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

Greater Bergen Community Action

- a) Will assign an individual to be the main contact for the program.
- b) Will consult with HCCC to determine the workshop series training schedule.
- c) Will provide participants for the workshop series and ensure they complete required registration.
- d) Will review the curriculum provided by HCCC. Modifications requested by GBCA will be implemented by HCCC and billed at a rate of \$80 per hour for curriculum development.
- e) GBCA shall be responsible for its actions as well as the actions of its staff and those for whom GBCA is responsible, including workshop participants. GBCA agrees to defend, indemnify and hold HCCC, its employees, administrators, trustees, agents and representatives, 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 GBCA, its staff, workshop participants, and those for whom GBCA is responsible that result from participation in the program, instruction, or other participant or GBCA staff interaction.

Hudson County Community College, Continuing Education and Workforce Development (HCCC CEWD)

- a) Will assign an individual to be HCCC’s main contact for the program.



- b) Will provide curriculum to GBCA for Review.
 - c) Agrees to consult with GBCA regarding the workshop series.
 - d) Will provide instruction virtually in consultation with GBCA.
 - e) Will adhere to the training schedule which will begin in January 2026. Any changes will be made in consultation with GBCA.
 - f) All students shall be subject to HCCC's and CEWD's policies and procedures.
 - g) Will recruit and hire instructors for the workforce program.
 - h) Will record and maintain student attendance.
 - i) Will provide a certificate of completion for those who successfully complete the program.
- j) HCCC shall be responsible for its actions as well as the actions of its staff members. HCCC agrees to defend, indemnify and hold GBCA harmless from any and all damages and costs incurred by, or third-party claims brought against, NJC, its employees, administrators, trustees, agents and representatives, in connection with any third-party claims or negligent actions or negligent omissions of HCCC, its staff and those for whom HCCC is responsible that result from participation in the program, instruction, or other participant or GBCA staff interaction.

Invoicing

- a. Greater Bergen Community Action agrees to pay HCCC \$6,375.00 for each xx hour training session, as follows 50% upon signing the agreement, 25% when classes start and 25% upon conclusion of the workshop.
- b. HCCC will submit an invoice for payment according to the terms of the agreement.

Dispute Resolution

- a) Any and all claims, disputes or other matters in question between HCCC and GBCA 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 any jurisdiction's choice of law or conflicts of laws rules or provisions.

Assignment

- a) The rights of HCCC or GBCA 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 received (or receipt refused) when delivered i) personally, ii) by courier services (such as Federal Express) or iii) by certified mail, return receipt requested, addressed to each party as follows:

As to Greater Bergen Community Action:

Greater Bergen Community Action
Attention: Gerard Visco

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

Independent Contractors

- a) GBCA is entering into this Agreement as an independent contractor and not as HCCC's agent, partner or joint venture.

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 December 15, 2025 – December 15, 2026, and shall not automatically renew. Any continuation, renewal or extension is subject to a new written agreement or written amendment to this agreement.



Greater Bergen Community Action:
Gerard Visco

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

By: _____

By: _____

Date: _____

Date: _____