



**Memorandum of Agreement
Stockton University
(Atlantic City Gateway Campus)
and
Atlantic Cape Community College, (Charles D.
Worthington Atlantic City Campus)
Partnership in Hospitality Studies**

Stockton University (SU) and Atlantic Cape Community College, Charles D. Worthington Atlantic City Campus (WACC), hereby enter into the following Memorandum of Agreement (MOA) for a partnership in Hospitality Studies beginning as of December 21, 2016. The Agreement will continue for a period of five (5) years, at which time both institutions will evaluate the conditions of the Agreement and, if necessary, renegotiate.

Purpose

The intent of this Agreement is to establish a partnership that creates a unique and exemplary educational opportunity to enhance the preparation of students for work in the increasingly competitive hospitality marketplace in the Atlantic City and New Jersey shore region.

In addition, with this MOA, SU and WACC hope to expand opportunities to Atlantic City residents, both students and non-students, by making optimal use of WACC facilities and the resources at SU's new Atlantic City Gateway Campus.

Process

Enhance the relationship between the SU Hospitality and Tourism Management Studies (HTMS) program and the WACC Hospitality and Culinary Arts programs by involving both campuses in integrated and cooperative programming which will enhance the experiences of students at both institutions.

The Program

The partnership will enhance the educational experiences available to students at both institutions through shared facilities, out-of-class activities, and promoting interactions among the teaching staffs of both institutions. The components of the partnership include the following

- For WACC Hospitality and Culinary Arts students: access to activities at the SU Atlantic City Gateway Campus, especially those run by SU's HTMS program.

- For SU students: opportunities to take hands-on Culinary Arts courses at WACC.
- For SU and WACC faculty members: possibility to work together to identify existing classes, or develop new classes, that can be used in the program curriculums at both institutions and that will transfer between them.
- For the Atlantic City community: both programs will sponsor and participate in community hospitality and culinary arts events.

NOW THEREFORE, Stockton University and Atlantic Cape Community College agree to confirm in writing the terms and conditions of mutual and individual responsibilities related to the offering of this joint program and partnership.

I. Term of Agreement

This Agreement shall continue in force for a period of five (5) years and shall commence on the date written above. This Agreement shall renew automatically each year thereafter unless terminated upon three months' prior written notice by either party to the other. If terminated, those students already enrolled in a course will be permitted to complete the course, and appropriate faculty instruction will be provided. No further enrollments shall be made under this arrangement after such notice is given.

II. General Provisions

There shall be no discrimination against any employee engaged in the work required to produce the services and programs covered by this Agreement, or against any applicant for such employment because of age, race, creed, color, national origin, sex, ancestry, marital status, civil union status, domestic partnership status, familial status, flectional or sexual orientation, gender identity or expression, atypical hereditary, cellular or blood trait, genetic information, and liability for service in the Armed Forces of the United States, nor handicap. This provision shall include, but not limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The parties of this Agreement do hereby agree that the provision of N.J.S.A. 10:2-1 through 10:2-4, dealing with discrimination in employment on public agreements, and the rules and regulations promulgated pursuant thereunto, as the same may be amended or modified.

Under this Agreement, both Atlantic Cape and SU shall continue to be autonomous and shall be governed independently by their respective governing bodies and administrations except insofar as this Agreement specifically states to the contrary.

It is understood and agreed that the parties to this Agreement may revise or modify this Agreement by written amendment when both parties agree to such amendment.

This Agreement shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the State of New Jersey in the courts of the State of New Jersey.

III. Indemnification

SU is prohibited from providing any indemnification under the provisions of N.J.S.A. 18A:64-82. SU participates in the State of New Jersey's self-insured risk retention program. SU does not carry separate public liability insurance but manages risks through the State's Program and is accorded certain statutory immunities under the terms and provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq., and the New Jersey Charitable Immunity Act, N.J.S.A. 2A:53A-7 et seq.

Atlantic Cape shall indemnify and hold harmless SU, its agents, and employees, from any and all liability, and expense (including reasonable attorneys' fees) arising from the negligence of Atlantic Cape, its students, agents and employees, in conjunction with or arising out of the activity which is the subject of this Agreement.

IV. Warranties

SU and Atlantic Cape do hereby warrant and represent that they are qualified by training and experience to perform the required services and programs in the manner and on the terms and conditions set forth herein. SU and Atlantic Cape further warrant and represent that this Agreement has not been solicited or secured, directly or indirectly, in a manner contrary to the laws of the State of New Jersey and that said laws have not been violated and shall not be violated as they relate to the procurement or performance of this Agreement by any conduct, including the paying or giving of any fee, commission, compensation, gift, gratuity, or consideration of any kind, directly or indirectly to any State employee, officer or official.

The SU and Atlantic Cape administrators shall review the progress and policies of the Agreement at least once a year. Both institutions at any time may initiate changes to this articulation agreement. Both institutions reserve the right to propose modifications to the programs as deemed necessary and agree to inform the appropriate individuals of said changes and their impact on the terms of the articulation agreement.

V. Notice

The following shall be the names and addresses of the representatives of each party to whom all notices and reports required by this Agreement shall be sent by mail:

For Stockton University:

Stockton University
101 Vera King Farris Drive
Galloway, NJ 08201
Attention: Provost and Academic Vice President

For Atlantic Cape Community College:

Atlantic Cape Community College
5100 Black Horse Pike
Mays Landing, NJ 08330-2699
Attention: Vice President of Academic Affairs

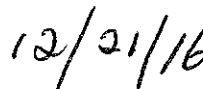
VI. Entire Agreement

Both SU and Atlantic Cape acknowledge that this Agreement represents the entire agreement between the parties. All negotiations, oral agreements, and understandings are merged herein, and any change in the terms herein must be made in writing and signed by both parties.

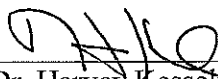
IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day first written above.



Dr. Peter L. Mora, President
Atlantic Cape Community College



Date



Dr. Harvey Kesselman, President
Stockton University



Date