

STATEMENT OF TRAINING AGREEMENT
{BETWEEN}

ROWAN UNIVERSITY

AND

[insert name]

THIS AGREEMENT is made and entered into as of September 15, 2020 by and between **Rowan University** [insert] (“Rowan”) and [partner].

WHEREAS, Rowan maintains educational programs and is seeking training opportunities for its students (the “Students”) in a facility such as [partner];

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement and Exhibits, and intending to be legally bound hereby, it is agreed by both parties as follows:

A. EDUCATION PROGRAM

1. It is agreed by both parties that specific details of the Program, the Students and other specific duties and obligations of the parties in addition to those set forth in this Agreement are contained in the attached Exhibit, which includes but is not limited to: the activities the Students will participate in at [partner]; the required number of supervision hours at [partner], and the specific Student evaluation procedures to be followed.

B. RESPONSIBILITIES OF ROWAN

1. Rowan will assign to [partner] Students who possess a satisfactory record and who have met the minimum requirements established by [partner] for the Program.
2. Rowan will maintain general responsibility for didactic instruction, academic evaluation and related academic matters concerning Student participation in the Program, including evaluation and grading of students.
3. Rowan University is an agency of the State of New Jersey. Any agreement signed on behalf of the State of New Jersey by a State official shall be subject to all of the provisions of the New Jersey Tort Claims Act (NJSA 59:1-1 et seq.), the New Jersey Contractual Liability Act (NJSA 59:13-1 et seq.), and the availability of appropriations. The State of New Jersey does not carry public liability insurance, but the liability of the State and the obligation of the State to be responsible for tort claims against its employees is covered under the terms and provisions of the New Jersey Tort Claims Act.
4. Rowan University will provide its students participating in this program professional liability coverage with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate per year. Coverage will extend to professional activities performed under this Agreement. Certificates of insurance will be provided upon request.

C. RESPONSIBILITIES OF [partner]

1. [Partner] agrees to provide to Rowan a current list, upon request, of all [partner] staff who will participate in the Students' education and training Program.
2. [Partner] personnel shall provide direction and supervision to the Students participating in the education program.
3. [Partner] shall provide to Students all rules and regulations of [Partner].
4. [Partner] will notify Rowan immediately of any situation or problem which threatens a Student's successful completion of the Program.

5. [Partner] will assist any Student requiring emergency medical care in the case of injury or illness during the affiliation. Students are required to have medical insurance, proof of which shall be furnished to [Partner] upon request.
6. When required for accreditation and/or upon Rowan's request, [Partner] will provide Rowan with Program information, reports or other data.
7. [Partner] shall maintain the confidentiality of all Student records produced by it or furnished to it by Rowan, and will not disclose information except as Rowan may request for its own use or as the Student may direct or as required by law.
8. Partner shall indemnify and hold harmless Rowan, including, without limitation, Rowan's agents, directors, officers, and employees from and against all claims, losses, costs, damages and expenses (including reasonable attorneys' fees) relating to injury to or death of any person or damage to real or personal property in connection with (i) any breach by Partner of any provision hereof, or (ii) an act of negligence by Partner.
9. **[Partner] will maintain insurance coverage as outlined below:**

All insurance coverage will be written on an occurrence basis and will be issued by an insurance company authorized to do business in the State of New Jersey and which maintains an A.M. Best rating of A (XI) or better. Client will provide the University with the certificates of insurance.

Partner shall provide professional liability insurance coverage covering professionals in the practice with coverage limits of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate per year.

Comprehensive General Liability Insurance to include coverage for claims of bodily injury and property damage, personal and advertising injury, products and completed operations, and contractual liability. Minimum limits of coverage are outlined below.

- a. \$1,000,000 each occurrence
- b. \$1,000,000 personal and advertising injury
- c. \$3,000,000 general aggregate; and
- d. \$1,000,000 products/completed operations aggregate

Worker's Compensation Insurance in statutory amounts applicable to the laws of the State of New Jersey and any other State or Federal jurisdiction required to protect Partner and its employees. This insurance shall include Employers Liability Protection with minimum limits of:

- a. \$1,000,000 bodily injury, each occurrence
- b. \$1,000,000 disease, each employee
- c. \$1,000,000 disease, aggregate policy limit

All Liability insurance certificates must name Rowan University, The State of New Jersey, and the New Jersey Educational Facilities Authority as an additional insured on the policy.

D. MUTUAL RESPONSIBILITIES/GENERAL PROVISIONS

1. The parties to this Agreement are independent contractors. It is not intended that an employment, joint venture, or partnership agreement be established by this Agreement.
2. Rowan instructors and [Partner] personnel shall consult periodically to review Student progress and to review the Program in general.
3. Upon recommendation of [Partner], Rowan agrees to withdraw from [Partner] any Student who does not abide by [Partner's] rules and regulations or who for other reasons is unsatisfactory. Questions

and disputes concerning a Student's removal from [Partner] will be resolved by joint conference between Rowan and [Partner's] representatives.

4. Rowan and [Partner] are in compliance with applicable local state and federal laws and regulations, will not discriminate on the basis of race, religion, color, sex, age, national origin, handicap, sexual preference, disabled or Vietnam era veteran status, or other protected classifications in access to its programs and activities.
5. The term of this Agreement shall be for a one-year period from the Effective Date above and thereafter from year to year unless terminated in accordance with paragraphs D.6 and D.7.
6. This Agreement may be terminated by either party giving written notice to the other party at least 90 days prior to the effective date of such termination.
7. This Agreement may be terminated by either party at any time if the other party defaults in any material obligation, but only if such default shall have continued for a period of ten (10) days after receipt of written notice thereof by the other party.
8. In the event of the termination of the Agreement as provided for in paragraphs D.6 or D.7, Students who are participating in the education program at the time of such termination shall be permitted to complete the experience.
9. Notices, requests and other communications required pursuant to this Agreement shall be in writing and shall be sent by first-class mail or overnight service (e.g., Federal Express) to each party as follows:

If to Rowan:
Office of General Counsel
Rowan University
Bole Hall
201 Mullica Hill Road
Glassboro, NJ 08028

If to [Partner]

[insert address]

10. This Agreement may be revised or modified by a written amendment signed by authorized representatives of both parties.
11. This Agreement and its Exhibit(s) represent the entire understanding of the parties with respect to the subject matter covered herein and supersedes and nullifies any previous agreements between the parties.
12. This Agreement shall be construed in accordance with the laws of the State of New Jersey.

IN WITNESS WHEREOF, the parties cause this Agreement to be executed by their duly authorized representatives, as of the day and year above first written.

[Partner]:

Rowan:

Joseph Scully, CFO
Rowan University

Signature

Signature

Date

Date

Exhibit 1

Field Placement Assignment