



Memorandum of Agreement

**Stockton University
(Atlantic City Gateway Campus)
and**

Atlantic Cape Community College (Charles D.

Partnership in Hospitality Studies

Stockton University (SU) and Atlantic Cape Community College, Charles D. Worthington (WACC) for a partnership in Hospitality Studies beginning as of December 21, 2010. The Agreement will continue for a period of five (5) years. Both institutions shall review 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 experience for students in the field of Hospitality Studies. In addition, with this MOA, SU and WACC hope to expand opportunities to Atlantic City

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Process

Both institutions will continue to offer their respective programs. The WACC will offer 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 the following activities:

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: opportunity 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 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 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 any student is not able to complete a course within the time allowed, the student may 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 created by this Agreement. Such employment decisions shall be based on merit and shall not be based on race, color, sex, age, religion, national origin, marital status, 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. This provision shall not be construed to prohibit any bona fide seniority system, merit system, or system of employee classification, promotion, or demotion, transfer, recruitment or retention, 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

Under this Agreement, both Atlantic Cape and SU shall remain in charge of their respective programs and shall be governed independently by their respective governing bodies. The provisions of this Agreement specifically stated to the contrary.

It is understood and agreed that this Agreement shall be amended only 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.

SU is not a governmental entity and is not a public entity under 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. 50:12-1 et seq., and the New Jersey Charitable Immunity Act, N.J.S.A. 17:27A-7 et seq.

Atlantic Cape shall indemnify and hold harmless SU, its agents, and employees from any and all claims, damages, costs, and expenses, including reasonable attorneys' fees, 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

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, 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

V. Notice

The following shall be the names and addresses of the representatives of each party to

For Stockton University:

Stockton University

111 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 08220-2600

MAYS LANDING, NJ 08220-2600

Attention: Vice President of Academic Affairs

VI. Entire Agreement

Both SUI and Atlantic Cape acknowledge that this Agreement represents the entire merged herein, and any change in the terms herein must be made in writing and signed by both parties.

first written above

Peter I. Mora

Dr. Peter I. Mora, President

Atlantic Cape Community College

12/21/16

Date

D. H. K.

Dr. H. K. ... President

Stockton University

12/21/16

Date