

**BERGEN COMMUNITY COLLEGE AND
SAINT PETER'S UNIVERSITY**

This Agreement ("Agreement"), made on _____ day of April 2018 by and between Saint Peter's University ("SPU"), 2641 John F. Kennedy Blvd, Jersey City, NJ 07306 and Bergen Community College ("BCC") located at 400 Paramus Rd, Paramus, NJ 07652.

RECITALS

A. Both SPU and BCC are active educational partners in providing education opportunities for students in the State of New Jersey.

B. In an effort to enhance the number and quality of learning options and support degree completion, SPU and BCC have agreed to the terms hereof.

C. This Agreement is designed to provide space for SPU to provide adult learning classes necessary for the completion of baccalaureate and graduate degrees only. BCC shall provide Contact Information (defined below) to SPU.

**IN CONSIDERATION OF THE MUTUAL COVENANTS HEREINAFTER
CONTAINED, SPU AND BCC AGREE AS FOLLOWS:**

I. License.

1. BCC does hereby grant to SPU the exclusive right and privilege ("License") to utilize rooms 213, 214, 215, 216, 223, 224, 225, 227, 228, 219, 220, and 221 ("Rooms") and a storage closet on the same floor as the Rooms ("Closet", and together with the Rooms, and Conference Center, the "Property") and all furniture, fixtures, appurtenances, and equipment therein at the BCC Meadowlands Campus located at 1280 Wall Street W., Lyndhurst, New Jersey.

2. SPU shall have the right to reserve the use of the Conference Center located at BCC Meadowlands Campus for SPU activities a maximum of three (3) times annually during BCC's hours of open operation, currently Monday – Friday, 7 AM – 10 PM and Saturday – Sunday, 8 AM – 3 PM, without incurring any fee. Thereafter, the community use rate, as shown in Exhibit A, for the use of the Conference Center applies. Should SPU desire to use the Conference Center outside BCC's regular business hours, the fee schedule in Exhibit A shall apply to accommodate operations overhead, which schedule includes a payment of a minimum number of hours and other standard charges. Any change in the above fees by BCC shall become effective upon SPU's receipt of written notice of any such changes.

II. Term.

SPU shall have this License and use of the Property for a term of three years commencing on July 1, 2018 and ending on June 30, 2021 ("Term"). SPU shall have the right to request a renewal of this License upon written notice to BCC on or prior to July 1, 2020, at which time the parties shall commence good faith negotiations regarding the terms of such renewal.

III. SPU Payment.

SPU shall pay BCC the sum of Two Hundred Thirteen Thousand and 00/100 (\$213,000.00) dollars annually, payable in equal monthly installments of Seventeen Thousand Seven Hundred Fifty and 00/100 Dollars (\$17,750.00) ("Monthly Payment") payable on the first of each month commencing on July 1, 2018.

IV. Graduate Information.

BCC shall provide to SPU Lists (defined below) of those students graduating or potentially graduating from BCC (collectively, "Graduates") in the Winter, Spring and/or Summer terms together with each Graduate's contact information, which shall include without limitation each Graduate's name and email ("Contact Information") no later than: (a) December 1st for Winter term; (b) April 1st for Spring term; and (c) August 1st for Summer term. SPU may use the lists of Graduates ("Lists") and Contact Information for marketing and communication with Graduates regarding adult learning classes necessary for the completion of baccalaureate and graduate degrees; provided, however, that SPU shall cease further communication with any Graduate upon receipt of a written request from that Graduate to cease further communication. SPU shall not disseminate these Lists or Contact Information to any third party without the prior express permission of BCC.

V. Use.

1. SPU personnel shall utilize the Property and the furniture, fixtures, appurtenances, and equipment therein for any lawful purpose during the operating hours of BCC, which may vary from time to time. At the beginning of each year of the term, BCC shall provide SPU with a schedule of any known changes to the below hours of operation for that year. During the academic year from September to May, the hours of operation at the Meadowlands Campus are as follows: Monday - Friday 7AM-10PM and Saturday - Sunday 8AM-3PM. The hours from June 8th - August 11th are Monday - Thursday, 7 AM - 10 PM. The Meadowlands Campus is closed from June 8th - August 11th from Friday - Sunday.

2. SPU staff shall observe any closures or changes in schedule due to weather or emergency situation to BCC's hours of operation. SPU shall provide BCC Meadowlands administration with the appropriate contact information for any such change in hours of operation.

3. SPU shall commit no act of waste and shall take good care of the Property and the furniture, fixtures, appurtenances, and equipment therein and shall, in its use and occupancy of the Property, conform to all statutes, orders, regulations, and requirements of the Federal, State and municipal governments or any of their departments. SPU agrees to take good and reasonable care of the Property and surrender same upon termination of the agreement in a condition as reasonable use and wear thereof will permit.

VI. Operations and Facilities.

1. SPU and all users of the facilities affiliated with SPU, including all participants of any activity sponsored in whole or part by SPU, shall comply with SPU's Student Code of Conduct to enable SPU to enforce SPU disciplinary procedures when required, , and conform to all laws, rules, regulations, and codes that govern such events as may be promulgated by local, state and federal governments and their agencies.

2. It is agreed by BCC and SPU that BCC shall be solely responsible for all cost associated with the Property including without limitation operating costs, maintenance, cleaning, repair, replacement and utilities, the parties acknowledging and agreeing that it is the intention of the parties that the Monthly Payment shall be the only charge payable by SPU to BCC so that this Agreement shall yield to BCC the Monthly Payment during the Term and that all other costs, expenses and obligations of every kind and nature whatsoever relating to the Property shall be paid by BCC at BCC's sole cost and expense. BCC shall have sole responsibility for scheduling any and all maintenance services to be performed at the Property for the benefit of SPU; provided however, that SPU shall be consulted regarding the schedule for cleaning and routine maintenance and BCC shall use reasonable efforts to accommodate SPU requested maintenance schedule. BCC shall also be responsible for the maintenance, repair and replacement of all furniture, fixtures, appurtenances, and equipment within the Property.

3. BCC shall maintain control over the physical structure of the Property and shall make every reasonable effort to protect and preserve any and all SPU materials at the Property in the event of an emergency or disaster.

4. The parties agree and acknowledge that BCC is under no obligation to make any physical changes to the Property in order to accommodate SPU's activities. SPU shall have the right to improve and/or renovate the Property at SPU's sole cost and expense, unless otherwise agreed by the parties, upon obtaining prior written consent of BCC, which consent shall not be unreasonably withheld.

5. BCC and SPU shall exchange personnel Contact Information and update as necessary. BCC shall provide the SPU personnel with access to BCC Meadowlands Campus as if the SPU personnel was a BCC staff member including without limitation providing SPU personnel with identifying codes, computer log-ins, keys, and swipe cards.

6. BCC shall provide SPU with space in the lobby for a table-top display and class announcements. Outside signage will be allowed with the approval of BCC Board of Trustees, which shall not be unreasonably withheld, and the City of Lyndhurst. BCC shall make reasonable efforts to facilitate SPU's efforts to obtain signage approval.

7. Room Equipment.

- i. SPU shall be permitted to use the existing office furniture within the Property.
- ii. BCC will provide active network ports, wireless capability, telephone service, a container virtual local area network (VLAN) and a phone handset in all rooms of the Property. BCC will provide Portable Electronic Teaching (PET) stations, consisting of a cart, projector, DVD player, VCR player and audio speakers for Rooms 213, 214, 215, 216, 223, 228 and flat screen TVs in 224, 225 and 227. Support from the Information Technology Services Office of BCC for classrooms will be limited to their media technology components and does not include support for or the connection to the computers provided by SPU.
- iii. SPU will provide all laptops, desktop computers, internet service, routers and any technology security devices.

VII. Library Access.

SPU students shall have library access in the same manner as BCC students during scheduled library hours.

VIII. SPU Activities at the Property.

SPU shall be solely responsible for and retains full control over the planning and the execution of the curriculum occurring at the Property, the pricing of activities occurring at the Property and enrollment requirements, if any, required to participate in any activity occurring at the Property. Notwithstanding the above, undergraduate programs at SPU shall be available to BCC currently enrolled students at a reduced rate of Four Hundred Ninety-five and 00/100 (\$495.00) dollars per credit.

IX. Emergency Response.

1. BCC Public Safety will promptly provide SPU with its current emergency response plan and any and all updates as they are made.

2. BCC shall promptly notify SPU representatives of an environmental, disaster or emergency situation affecting the Property. BCC shall make all efforts to respond to any and all emergency situations affecting the Property and shall notify SPU of its efforts.

X. Websites.

SPU shall retain sole and absolute control of the content of the SPU website, digital publications and other digitized documents. BCC and SPU will provide links from each of their respective websites to the other's website.

XI. Parking.

Any person affiliated with SPU, including without limitation students, visitors, volunteers and staff, attending an activity at the Property will not be charged for parking. All parking regulations as indicated in the parking lot must be observed by SPU students, visitors, volunteers and staff. Additional parking is available across the street from the Property. Handicap parking is available in the parking lot.

XII. Insurance.

1. SPU shall provide to BCC evidence of general liability, and such other insurance coverage as may be customarily carried by SPU to protect BCC from any loss or liability, and agrees that it will add BCC as an additional named insured by such general liability policy as its interests may appear. The insurance policy shall be from an A+ rated insurance company authorized to do business in the State of New Jersey and said insurance policy shall include BCC as an insured and loss payee. The amounts of such coverage shall be as required by the BCC, but shall not be less than \$1,000,000.00 per incident and three million dollars (\$3,000,000) aggregate for bodily injury and property damage combined. A certificate evidencing such insurance coverage shall be provided by SPU to BCC prior to the start of each year during the term of the agreement. The certificate must meet with the approval of BCC as to amounts, extent of coverage and form, which approval shall not be unreasonably withheld.]

2. During the Term, BCC shall maintain all insurance BCC has in place at the time of execution of this Agreement. BCC shall provide SPU written notice of any disruption in coverage.

XIII. Agreement Review.

The BCC Meadowlands Dean, the SPU contact person and their designees will consult with one another should any issues regarding this Agreement arise. Representatives of BCC and SPU will meet periodically, as needed, to review their contractual relationship, and share and resolve any concerns.

XIV. Breach and Termination.

1. In the event of a breach or default of any material term or condition of this Agreement by either Party, the non-defaulting Party shall promptly notify the other Party, in writing, of the alleged breach and the other Party shall promptly take all reasonable steps necessary to cure the alleged breach within thirty (30) days from the date of written notice of default. If, after such thirty (30) day period, the defaulting party has not cured or taken reasonable steps to cure the alleged breach, or otherwise remedied the situation to the reasonable satisfaction of the non-defaulting party, the non-defaulting party may suspend its performance under the Agreement in whole or in part, or immediately terminate the Agreement as it deems appropriate under the circumstances.

2. This agreement may be terminated by either party upon one hundred twenty (120) days written notice to the individuals and address listed in Section XVIII.

XV. Indemnification.

1. To the fullest extent permitted by law, SPU agrees to indemnify and save harmless BCC, its Trustees, officers, directors, employees and agents against loss or expense, including attorneys' fees by reason of the liability imposed by law upon SPU, and its respective officers, directors, employees and agents for any claims or damages at any time resulting there from, including, but not limited to, sustained by any person or persons arising out of or in consequence of the agreement, whether such claims or damages are due to any statutory violation or to any negligence or willful misconduct of SPU, its officers, directors, employees or agents or any other person.

2. To the fullest extent permitted by law, BCC agrees to indemnify and save harmless SPU, its Trustees, officers, directors, employees and agents against loss or expense, including attorney's fees by reason of the liability imposed by law upon BCC, and its respective Trustees, officers, directors, employees and agents for any claims or damages at any time resulting there from, including, but not limited to, sustained by any person or persons arising out of or in consequence of the agreement, whether such claims or damages are due to any statutory violation or to any negligence or willful misconduct of BCC, its officers, directors, employees or agents or any other person.

3. Each party agrees that it shall give the other party prompt notice of any claim, threatened or made, or suit instituted against it that could result in a claim for indemnification above.

4. Both parties agree that in the event that indemnification is sought under this provision, the party seeking indemnification shall furnish the indemnifying party, upon request, all information and assistance available to the indemnified party for defense against any such claim, suit, or demand.

XVI. Nondiscrimination.

In accordance with N.J.S.A. 10:5-31 and N.J.A.C. 17:27, the parties to this Agreement shall comply with all applicable laws and shall not discriminate against any person or group of persons on the basis of race, color, creed, sex, age, national origin, ancestry, religion, marital status, disability, sexual orientation, gender identity or expression, pregnancy, genetic information, domestic partnership or civil union status, atypical hereditary cellular or blood trait, AIDS and/or HIV status, genetic information, service in the Armed Forces of the United States, status as a disabled veteran or as a veteran of the Vietnam era or any other protected category under Federal or State Law.

XVII. Merger and Modification.

This Agreement constitutes the entire agreement of the parties hereto and all previous communication and representation between the parties, not set forth in this Agreement, whether written or oral, with reference to the subject matter of this contract, are hereby superseded, null and void. This Agreement may not be modified, amended or changed except in writing and signed by the parties hereto.

XVIII. Miscellaneous.

1. Whenever written notice is required or permitted to be given by one Party to the other, it shall be deemed to be sufficiently given three (3) days after deposit in the United States mail with the proper postage affixed by certified mail, return requested, as follows:

For SPU:
Dr. Frederick Bonato
Provost and Vice President for Academic Affairs
St. Peter's University
2641 John F. Kennedy Blvd.
Jersey City, NJ 07306

For BCC:
Dr. William Mullaney
Vice President of Academic Affairs
Bergen Community College
400 Paramus Rd.
Paramus, NJ 07652

2. This Agreement will become effective upon the execution of signatures by responsible authority for each institution and will commence with the first day of SPU classes in the semester immediately following the execution of signatures.

3. This Agreement may only be modified by written instrument and signed by parties to this Agreement.

4. This Agreement shall be deemed to have been drafted jointly by counsel for their respective parties hereto, and there shall be no inference drawn against any party as a result of their participation in the drafting of this Agreement.

5. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of, or to this Agreement, or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein. All other provisions of the Agreement shall remain in full force and effect.

6. It is understood and agreed that nothing which is contained in this Agreement shall be construed as a waiver on the part of the parties, or of any right which is not explicitly waived in this Agreement. A party's waiver of a breach of any term of this Agreement shall not constitute a waiver of any subsequent breach of the same or another term contained in this Agreement. A party's subsequent acceptance of performance by the other party shall not be construed as a waiver of a preceding breach of this Agreement other than failure to perform the particular duties so accepted.

7. This Agreement may be executed in any number of counterparts, which taken together, shall constitute but one instrument. It is not necessary that all parties sign all or any one of the counterparts, but each party must sign at least one counterpart for the Agreement to be effective.

8. This Agreement and any addendum shall be governed by the laws of the State of New Jersey. In the event of any claim or dispute between BCC and SPC, the parties agree to file such claim or dispute only to the Superior Court of New Jersey, Bergen County and submit to its jurisdiction, and that the laws of the State of New Jersey will govern any such claim or dispute.

9. The paragraph headings in this Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

10. The Undersigned represent that they have the requisite authority to sign this Agreement on behalf of their respective parties.

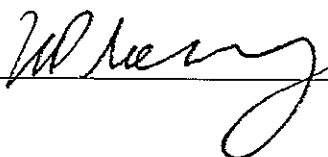
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XIX. Approvals.

The undersigned understand and agree to the terms set forth above.

ATTEST:

BERGEN COMMUNITY COLLEGE

By: 

By: 
Michael D. Redmond, Ph.D., President

ATTEST:

SAINT PETER'S UNIVERSITY

By: _____

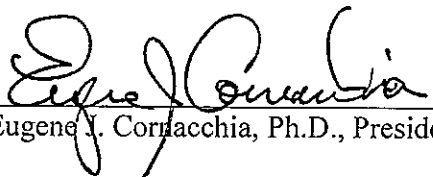
By: 
Eugene J. Corracchia, Ph.D., President

EXHIBIT A

Fee Schedule

Meadowlands Fifth Floor Conference Center:


- Four Hour Rental Full Center: \$1,500.00
- Four Hour Rental Half Center: \$ 500.00
- Eight Hour Rental Full Center: \$2,500.00
- Eight Hour Rental Half Center: \$ 850.00

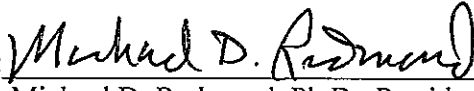
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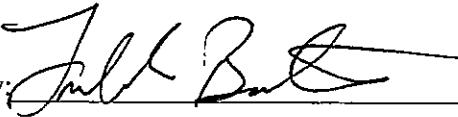
BERGEN COMMUNITY COLLEGE

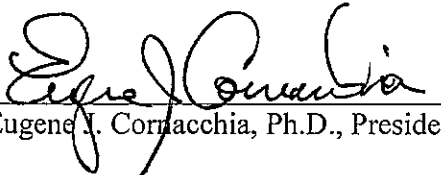
By: 

By: 
Michael D. Redmond, Ph.D., President

ATTEST:

SAINT PETER'S UNIVERSITY

By: 

By: 
Eugene J. Cornacchia, Ph.D., President

