AGREEMENT

between

PACE UNIVERSITY

and

[INSERT NAME OF CLINICAL SITE]

January 1, 200__ to December 31, 200__

THIS AGREEMENT made this first day of January 200__ by and between PACE UNIVERSITY, an educational institution having its place of business at 861 Bedford Road, in the Town of Mount Pleasant, County of Westchester, and State of New York, referred to as the “UNIVERSITY”, and having its place of business at in the City of in the State of hereinafter referred to as the “AGENCY”.

It being the intent of the University and the Agency to cooperate for the education of nurses, it is agreed as follows:

1. The University will assume full responsibility for planning and execution of the educational program in nursing, including programming, administration, curriculum content, faculty appointments, faculty administration, and the requirements for matriculation, promotion and graduation.

2. The University will provide instructors for teaching and supervision of students assigned to the Agency for clinical experience. All faculty, instructors and supervisors provided are licensed by the State of New York.

3. The University will have responsibility for planning the schedule of student experiences and for making individual assignments. The University will notify the Agency in advance of its planned schedule of student assignments to clinical areas including the dates, number of students and instructors and type of experience. This schedule shall require approval by the Agency.

4. The University will withdraw any student from the clinical area when the student is unacceptable to the Agency for reasons of health, unacceptable practices or performance.

5. The University will keep all records and reports on students’ clinical experience.

6. The University will provide orientation to the educational program for the Agency staff.

7. The University shall direct students and instructors to comply with the rules and regulations of
the Agency, of which the Agency has advised the University in writing, insofar as they may pertain to the activities of both while in the Agency.

8. The University shall direct students and instructors to respect the confidential nature of all medical or personnel information relating to the Agency.

9. The University shall ensure that students and faculty have professional malpractice insurance in effect.

10. The University shall ensure that students have had a health clearance prior to the start of the educational experience.

11. The Agency will make available the clinical areas for student experience.

12. The Agency will make available space and facilities for clinical instruction, conferences, and locker facilities necessary for the conduct of the clinical educational program.

13. The Agency will provide orientation to participating students and University faculty relative to its facilities, and its rules, regulations and procedures, including with respect to its Bloodborne Pathogen Exposure Control plan.

14. The Agency will assist with emergency health care to students and instructors who may become ill or who may be injured while at the Agency. Students and instructors will provide their own health care except in emergencies.

15. The Agency will retain full responsibility for the care of clients and will maintain administrative and professional supervision of students insofar as their presence affects the operation of the Agency and/or the direct or indirect care of clients.


17. Each party agrees to cooperate with each other in connection with any internal investigations by Pace or Agency of possible violation of their respective policies and procedures and any third party litigation, except that Pace shall not be required to have any contact with any Union or Union
representatives of Agency’s employees or subcontractors or participate in any Union grievance or other proceedings relative to Agency’s employees or subcontractors except as a fact witness.

18. This Agreement may be terminated by either party upon giving ninety (90) days notice in writing to the other. In the event of termination, students enrolled shall not be prejudiced with respect to completion of their placement.

19. This Agreement covers the period January 1, 200__ through December 31, 200__.

PACE UNIVERSITY

BY: ___________________________  By: ___________________________
   Ronald A. Nahum
   Associate Vice President for Finance  and Assistant Treasurer

By: ___________________________  By: ___________________________
   Harriet R. Feldman, PhD, RN, FAAN
   Dean
   Lienhard School of Nursing

Date: ___________________________  Date: ___________________________