

MASTER SHARED SERVICES AGREEMENT

Between Kean University and New Jersey City University

This Master Shared Services Agreement (“**Agreement**”) is entered into by and between Kean University, a public urban research university organized under the laws of the State of New Jersey (“**Kean**”), and New Jersey City University, a public university organized under the laws of the State of New Jersey (“**NJCU**” and together with Kean, the “**Parties**”), effective as of **July 1, 2025**.

RECITALS

WHEREAS, Kean is a public research institution of the State of New Jersey organized pursuant to N.J.S.A. 18A:64O-1, et. seq. that has its main campus in Union, New Jersey;

WHEREAS, NJCU is a State University organized pursuant to N.J.S.A.18A:64-1 et seq. that has its main campus in Jersey City, New Jersey;

WHEREAS, on May 15, 2025, the Parties entered into a Letter of Intent (“**LOI**”) to memorialize the terms of a potential transaction whereby Kean will acquire control of and merge with NJCU, with Kean being the surviving legal entity and educational institution, and NJCU will become an “additional location” of Kean to be known as Kean Jersey City (“**Transaction**”), subject to the development of a Definitive Partnership Agreement (“**DPA**”) and approval by applicable state, federal, and regional accreditation authorities;

WHEREAS, the Parties desire to enter into this Agreement to implement and operationalize shared service models that comply with all applicable regulatory and accreditation requirements to support NJCU’s institutional capacity and student success and that advances the Transaction contemplated by the LOI while maintaining compliance with the Middle States Commission on Higher Education (“**MSCHE**”) Third-Party Provider Policy and Procedures; and

WHEREAS, N.J.S.A. 18A:64O-9(k) and N.J.S.A. 18A:64-56(b) respectively authorizes Kean and NJCU to enter into this Agreement to provide or receive any service that each of them individually is empowered to provide or receive.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

ARTICLE I: PURPOSE AND SCOPE

1.1 Purpose

This Agreement provides Kean with access to NJCU campus, offices, systems, data, books and records for the purpose of undertaking a comprehensive assessment of the operations of NJCU and the functions of various NJCU offices. Kean will create a plan to integrate systems and processes that will promote operational efficiency and provide for a smooth transition of operations to occur upon Kean’s acquisition of NJCU. This Agreement also establishes a framework for the delivery

of shared administrative and student support services (“Services”) by Kean to NJCU to supplement and strengthen NJCU’s operations and institutional effectiveness.

NJCU shall communicate to Kean, in writing, any request for changes or additions to the Services it desires pursuant to the terms of this Agreement, and Kean may determine to provide such Services in its sole discretion, in writing. Except as required under applicable laws and regulations, Kean determines the manner in which any such Services are to be rendered.

1.2 Scope

This Agreement outlines two tiers of Services: Institutional Operation Support Services and Student-Centered Support Services. The scope, oversight, outcome metrics, and compliance provisions of which shall be detailed in a service order (each a “Service Order”). The Services provided under this Agreement are limited to those expressly set forth any Service Order.

ARTICLE II: PRINCIPLES OF COMPLIANCE WITH MSCHE POLICY

2.1 Institutional Autonomy and Control

NJCU shall retain, to the extent required by all applicable regulatory and accreditation requirements, full responsibility and authority for the management, assessment, oversight and support of its academic programs, operations, compliance, and decision-making.

2.2 Joint Oversight

Pursuant to the terms of the LOI, the Parties have established an integration planning team that will jointly oversee the services, ensure effectiveness, manage implementation, and ensure compliance with MSCHE and all regulatory requirements.

2.3 Disclosure and Reporting

When executed, the Parties shall fully disclose this Agreement and any related substantive changes to MSCHE and all other applicable regulatory and accreditation bodies.

2.4 No Delegation of Academic Authority

Kean shall not offer academic instruction, award degrees or certificates, or exercise academic governance on behalf of NJCU prior to the completion of the Transaction. NJCU will at all times operate in accordance with its established academic policies and procedures and in a manner consistent with the requirements of MSCHE, the U.S. Department of Education (“Department”) and the New Jersey Office of the Secretary of Higher Education (“OSHE”).

2.5 Substantive Change

Any expansion or material change in services subject to this Agreement that may constitute a substantive change under MSCHE policy shall be disclosed and submitted for MSCHE review and approval before implementation.

ARTICLE III: ACCESS AND TIERED SERVICE PRIORITIES

3.1 Assessment Period

As of July 1, 2025 and throughout the term of this Agreement, NJCU shall grant to Kean access to NJCU's campus and offices and shall designate sufficient office and conference room space at Harborside and on NJCU's main campus for the exclusive use of Kean to set up its operations in furtherance of the assessment of operations and Services to be provided under this Agreement. NJCU shall reasonably accommodate the transition of Kean's occupancy of NJCU's office and conference room space.

NJCU shall, during the term of this Agreement, make available to Kean on a timely basis access to all appropriate systems, data, books and records within NJCU's reasonable control, and provide access to Kean's personnel and contractors, to the extent reasonably necessary for Kean to perform each of the assessments and Services.

Kean shall appoint a full-time administrator to be on campus at NJCU to be the point person for Kean's operations. Kean shall dedicate personnel to undertake a comprehensive assessment of the operations of NJCU and the functions of various NJCU offices, including but not limited to those identified in this Article III. It is expected that this assessment period will take 60-90 days. After that time, Kean shall, in consultation with NJCU and the State Monitor, determine the specific Services that will be undertaken pursuant to this Agreement.

3.2 Tier 1: Institutional Operation Support Services

The Parties shall focus their efforts on the provision of support Services in the following operational areas:

- Facilities Operations
- Information Technology (IT) Services
- Human Resources (HR) Support
- Title IX/EEO/Affirmative Action
- Enrollment Management Services
- Marketing and Communication Services

Once a plan of action is established by Kean, the Parties shall enter into a Service Order that will define the scope, oversight, outcome metrics, and compliance provisions of the Services. Such Service Order shall be attached to and become part of this Agreement.

3.3 Tier 2: Student-Centered Support Services

The Parties shall also focus their efforts on the provision of support Services in the following student-centered areas:

- Library Services
- Health and Wellness Services
- Student Engagement
- Student Success Services, such as retention, tutoring and advising.

3.4 Additional Services

The Parties acknowledge that the need may arise for additional or supplemental Services outside those included in Article III of this Agreement. The Parties agree to cooperate in the execution of additional Service Orders if such future Services are needed. Such additional or supplemental Services may include the following:

1. Description of the services provided by the member institution;
2. Description of the services provided by the third-party provider, including how such services will be delivered;
3. Period of agreement;
4. Institution that will award credit and degree(s), if applicable;
5. Compensation for services by each party, including faculty;
6. Terms of evaluation and conditions under which the contract may be terminated and/or renewed;
7. Protections for students if contract is terminated or amended, if applicable;
8. Protections for the secure maintenance of student records, if applicable;
9. Procedures for addressing grievances; and
10. Venue(s) for addressing perceived breach of contract, including appropriate legal jurisdictions; and
11. NJCU personnel with oversight of the services provided.

3.5 Disclaimer of Warranties

Except for the express warranties set forth in this Agreement and any Service Orders, Kean makes no representations or warranties in respect of the Services or any items to be delivered or provided to NJCU of any kind, nature or description, express or implied, including any warranty of merchantability, fitness for a particular purpose or non-infringement, or any warranty arising from course of dealing, course of performance or usage of trade, and Kean hereby disclaims the same.

ARTICLE IV: TERM AND TERMINATION

4.1 Term

This Agreement shall commence on July 1, 2025 and shall remain in effect until such time as NJCU is merged with Kean or for one (1) year, whichever is shorter, unless terminated earlier or extended in writing by mutual consent of the Parties.

4.2 Termination for Convenience

Either Party may terminate this Agreement or any Service Order with ninety (90) days written notice to the other Party.

4.3 Termination for Cause or Compliance Risk

This Agreement may be terminated immediately if either Party receives notice that continuation threatens compliance with accreditation, legal, or regulatory standards, including but not limited to MSCHE policies. In the event such notice is received, the Parties shall make a good faith effort to modify this Agreement to comply with the applicable standards prior to terminating this Agreement.

ARTICLE V: RELATIONSHIP OF THE PARTIES

5.1 Independent Institutions

This Agreement does not create a joint venture, merger, or partnership. Each Party remains an independent institution with separate governance and accreditation.

5.2 No Waiver of Sovereignty

Nothing in this Agreement shall be construed as a waiver of institutional independence, public status, or statutory authority by either Party.

5.3 Exclusivity

Kean will be the exclusive provider to NJCU of the Services set forth herein and in the Service Orders, and NJCU will not contract with any third-party for the performance of any such Services, in each case without the prior written consent of Kean to be granted in Kean's reasonable discretion; provided, however, the foregoing shall not prohibit NJCU from continuing and extending its existing relationships with any of its existing providers. Any existing providers shall be disclosed to Kean at the time of signing of this Agreement.

ARTICLE VI: RESOURCE SHARING

6.1 Staffing Assignments

The Parties shall designate sufficient personnel to meet their respective obligations under this Agreement. The Parties shall mutually agree on designated personnel to perform the Services pursuant to each Service Order under this Agreement.

6.2 Cost

NJCU shall incur no charge for services provided by Kean outlined in this Agreement, unless otherwise agreed to in writing by the Parties.

ARTICLE VII: DATA PROTECTION AND CONFIDENTIALITY

7.1 Data Access and Security

All Services provided under this Agreement shall comply with the Family Educational Rights Privacy Act ("FERPA"), the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Gramm Leach Bliley Financial Modernization Act ("GLBA") and all relevant data protection laws and university policies.

7.2 Confidentiality

Each Party agrees to maintain the confidentiality of any sensitive information exchanged under this Agreement.

ARTICLE VIII: MISCELLANEOUS

8.1 Governing Law

This Agreement shall be governed by the laws of the State of New Jersey.

8.2 Limitation of Liability

Any agreement or arrangement signed and entered into on behalf of the State of New Jersey by a State official or employee will be subject to the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq. and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq. and the availability of appropriations. As public institutions of higher education of the State of New Jersey, Kean and NJCU fall under the category of State entities. Subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq., and the availability of funding, Kean will be responsible, at its own expense to defend itself against, and hereby releases NJCU for any and all suits, claims, losses, demands, expenses, or damages of whatsoever kind or nature, arising out of or in connection with any act or omission of Kean, its employees, representatives, agents, independent contractors, students, or invitees, related to this Agreement. Subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq., and the availability of funding, NJCU

will be responsible, at its own expense to defend itself against, and hereby releases Kean for any and all suits, claims, losses, demands, expenses, or damages of whatsoever kind or nature, arising out of or in connection with any act or omission of NJCU, its employees, representatives, agents, independent contractors, students, or invitees, related to this Agreement.

8.3 Disputes

Any disputes that arise under this Agreement or any Service Order shall be resolved by the integration planning team.

8.4 Severability

If, for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

8.5 Amendments

This Agreement may only be amended by a written instrument signed by both Parties.

8.6 Entire Agreement

This Agreement, together with the LOI and any Service Orders, constitutes the entire agreement between the Parties concerning the subject matter hereof.

8.7 Counterparts

This Agreement may be executed in counterparts and by electronic signature, each of which shall be deemed an original.


IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this Master Shared Services Agreement on the dates indicated above:

New Jersey City University

A handwritten signature in black ink, appearing to read "Andrés Acebo", written over a horizontal line.

Andrés Acebo, J.D.
Interim President

Kean University

A handwritten signature in black ink, appearing to read "Lamont O. Repollet", written over a horizontal line.

Lamont O. Repollet, Ed.D
President