

**Memorandum of Understanding  
Mercy University and NYC Health + Hospitals**

1. Executive Summary

This Collaboration Agreement is effective as of the date of the last signature below between Mercy University together with any affiliates, a private university located at 555 Broadway, Dobbs Ferry, NY 10522, and New York City Health + Hospitals (Organization) located at 50 Water Street, New York, NY 10004.

- A. Purpose & Background The common goal for this Agreement is to encourage the Organization's Learners to upskill and further their careers by pursuing educational opportunities to advance personal goals and the work of Organization. Through this collaborative effort, Mercy University will provide Learners with learning pathways to higher education (degrees and certificates). For the purposes of this Agreement, "Learners" shall refer to Organization's employees. Mercy University is a private accredited institution offering degrees and other educational opportunities. Mercy University programs are designed to fit into busy work and home schedules. New York City Health + Hospitals is an integrated network of hospitals, community-based health centers, long-term care and rehabilitation facilities, home care services, correctional health services, and a health plan. The Organization currently has 45,000 employees.
- B. Opportunities These discounts may be awarded to Learners, if applicable, as described below. The Organization acknowledges and agrees that: (i) discount applicants must meet Mercy University's admission requirements, and (ii) Mercy University is solely responsible for discount funding and decisions.

2. Employee Discount

- A. Mercy University will offer a 15% tuition-only discount to full-time or part-time employees of NYC Health + Hospitals who matriculate as full or part-time Mercy Graduate and Undergraduate students. The discount is NOT valid for use on books, fees, or special offerings (conferences, institutes, etc.). **This discount may NOT be combined with any other discount, scholarship, or grant offered and/or coordinated by Mercy University.**
- B. Prior to the start of each term, employees of NYC Health + Hospitals must submit a "Tuition Reduction Agreement Form" with valid identification showing proof of affiliation to NYC Health + Hospitals, to the Mercy University Office of Student Accounts.
- C. Enrolled employees of NYC Health + Hospitals will remain eligible for the discount throughout their tenure at Mercy University, as long as they remain employees of NYC Health + Hospitals (subject to the termination clause below). Eligible employees of NYC Health + Hospitals using the discount must attend classes at a Mercy University campus location (including distance learning).
- D. **Special Notes: The discount is only applicable to eligible employees of NYC Health + Hospitals. Spouses and/or dependents do not qualify for the discount.**

3. Obligations of Mercy University

- A. Mercy University has sole responsibility for all aspects of any program, certification, curriculum, and applicable accreditations. Should Mercy University's accreditation status change, Mercy University will notify the Organization in writing immediately.
- B. Mercy University will maintain ethical business practices with the Organization and Learners.
- C. Mercy University retains sole discretion in admission decisions.

- D. At the request of NYC Health + Hospitals, Mercy University will provide training, and print and digital materials to Learners to enable an understanding of the opportunities with Mercy University.
- E. Mercy University will provide the Organization with year-end data including but not limited to number of Learner enrollments, degrees or certifications pursued/obtained.

#### 4. Obligations of New York City Health + Hospitals

- A. Organization agrees to highlight Mercy University as an education benefit through its standard internal communication channels (such as newsletters) at least once a quarter and to establish a web link from the Organization's internal web page to the Mercy University partner page.
- B. If Organization offers other tuition assistance programs, Mercy University degree programs will be added to the list of programs eligible for Organization's highest level of assistance.
- C. Organization will invite Mercy University to participate in monthly virtual education fair.
- D. Organization agrees to support additional marketing communications upon request, if and when the Organization offers on-site tabling, in-person info sessions with employees, the publication of employee success stories of Mercy University graduates, etc...

#### 5. Joint Obligations

- A. The Parties will collaborate on an announcement of the signing of this Agreement. A signing event may also occur in conjunction with the announcement if mutually agreed upon between the Parties.
- B. The Parties will collaborate in developing methods of communication to share about Mercy University opportunities, including scholarships, enrollment campaigns, and engagement opportunities.
- C. The Parties agree to maintain open communication to provide timely support and engagement to advance the goals of this Agreement.
- D. Each Party agrees to use reasonable care to protect the confidential information of the other Party against unauthorized disclosure. The Parties further agree to treat all education records created, disclosed, or maintained under this Agreement, including any personally identifying information, in accordance with the requirements of the Family Educational Right to Privacy Act (FERPA).
- E. Each Party reserves the right to control the use of its name, logo, trademarks, and any other identifying marks ("Marks") in every respect as seen in Exhibit A. Each Party agrees to obtain prior express written permission from the other before such usage, except as otherwise permitted under this Agreement. In the event of termination or expiration of this Agreement, each Party shall remove the other Party's information from its website and cease use of the other Party's Marks.
- F. Neither Party will discriminate against any individual based on race, religion, creed, color, gender, sexual orientation, age, disability, veteran status, national origin, or other protected status or characteristic.

#### 6. Term and Termination

- A. This Agreement will remain in effect for a period of three (3) years or until terminated by either Party by providing thirty (30) days prior written notice to the other Mercy University Collaboration Agreement (August 25, 2025) Party. In the event the Agreement is terminated, Mercy University agrees that each Learner then receiving an educational benefit under this Agreement will receive the full value of that benefit towards studies at Mercy University as long as such Learner remains in good academic standing.
- B. Licensing Jurisdiction. Mercy University programs leading to professional licenses will continue to meet the applicable requirements of the licensing authorities in the State of New York. To the extent applicable, Mercy University certification officers will work with Mercy University students enrolled in these programs under this Agreement to obtain a license.
- C. This Agreement will be governed by the laws of the State of New York, without regard to its conflict of laws rules.
- D. No Relationship. The Organization and Mercy University are independent contractors and nothing in this Agreement shall be construed to create an agency, employer/employee, partnership, joint venture, or any other relationship between the Parties.

E. Entire Agreement. This Agreement supersedes any prior agreements, whether oral or written, between the Parties relating to the subject matter of this Agreement. This Agreement may only be modified by a written amendment signed by both Parties.

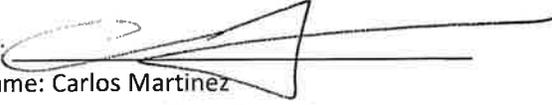
**IN WITNESS WHEREOF**, the parties hereto, by their authorized representatives, have executed this agreement on the day and year first written above.

**MERCY UNIVERSITY**

By: Adam Castro  
**Adam Castro**  
**Vice President of Enrollment Management**  
Date: 08/26/2025

*Address for Notices:*  
Mercy University  
Attn: Adam Castro  
Vice President of  
Enrollment Management  
555 Broadway  
Dobbs Ferry, NY 10522

**New York City Health + Hospitals**

By:   
Name: Carlos Martinez  
Title: Director of Training and Development  
Date: 9/11/25

*Address for Notices:*  
50 Water Street, New York, NY 10004  
Attn: Carlos Martinez  
Email: martinec15@nychhc.org

*Contact Information:*  
New York City Health + Hospitals  
Angela Mulett  
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