

**NYU Langone Hospitals  
Observer Agreement**

**Department:** \_\_\_\_\_

**Observer Name:** \_\_\_\_\_

**Observership Time Period:** \_\_\_\_\_ to \_\_\_\_\_  
(Not to exceed 30 days)

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- (1) Observer will not receive any academic credit for this experience and will not be considered a student, resident, fellow or trainee of the Department of \_\_\_\_\_ of NYU Grossman School of Medicine or of NYU Long Island School of Medicine (collectively, the "Schools").
- (2) Observer will not be considered an employee/staff member of NYU Langone Hospitals ("Hospital"), the Schools, NYU Langone Health System, or of any affiliate (collectively, "NYU Langone Health"), and will not be entitled to salary, benefit, and reimbursement of expenses or other compensation. Observer acknowledges that he/she does not perform any services on behalf nor at the direction of NYU Langone Health. Observer understands that he/she will not be provided with liability or medical insurance nor qualify for workers compensation benefits if injured during the course of the observership. Observer certifies that he/she has health insurance coverage, which is valid in the United States.
- (3) Observer will not provide medical care to patients which includes but not limited to performing the following functions: Take a medical history, perform physical examination, diagnose and treat a patient's condition, prescribe and administer drugs, write notes or orders in patient's chart, perform and assist in a procedure, bill for services rendered. Observer acknowledges that providing medical care to patients in violation of this Agreement may result in civil liability, licensing sanctions and criminal penalties.
- (4) Observer understands that he/she must be accompanied by an attending physician of the Hospital when observing patient care activities. Observer has no independent access to patients or to patient records (electronic or hard copy).
- (5) Observer understands that he/she will not be permitted to observe research activities at NYU Langone Health without the submission of a completed and signed Research Supplement to this Observer Agreement and its approval by the designated official(s) in NYU Langone Health's Office of Science & Research. Observer further understands that the Office of Science & Research may impose additional conditions to and requirements for observing research and may restrict observation of certain research activities altogether.
- (6) Other than observation of research as provided in a signed Research Supplement to the Observer Agreement, Observer will not have a research role whatsoever at Hospital or the Schools, and is explicitly forbidden to engage in the conduct of research, including but not limited to designing or conducting the research, performing experiments or research procedures, soliciting informed consent, or collecting or reporting of research data, or to take copies of research-related data, information, or records from NYU Langone Health.
- (7) Observer must wear a temporary ID badge with an "Observer" label and must return the temporary badge to the Department Administrator after the term of the observership.
- (8) Observer attests to having had a health status assessment which complies with all applicable New York State rules and regulations, including, without limitation, 10 NYCRR Section 405.3 and any amendment thereto, as would otherwise be evidenced by a completed Health Certification Form, in the form annexed hereto as Appendix A. Observer agrees to refrain from patient care observation at any time Observer has an infectious disease or condition that could be transmitted to patients.

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- (9) Observer, the Hospital, or the Schools may terminate this Agreement at any time and for any reason prior to the scheduled conclusion of the observership by providing written or oral notice to the other party. Observer acknowledges that there are no grievances, appeals or other due process procedures available to challenge the termination of an observership experience or Observer Agreement.
- (10) Observer agrees to comply with all applicable policies and procedures of NYU Langone Health (including Hospital and the Schools), including but not limited to policies on Academic Observers and protecting patient confidentiality. The Observer will maintain the privacy, confidentiality and security of all confidential information belonging to the Hospital, the Schools, and/or its patients. Such confidential information means any materials, documents and information in written, oral or tangible form that relates to
- (a) any individually identifiable information about a patient and
  - (b) any proprietary, confidential, or trade secret information or know-how belonging to NYU Langone Health. As part of this obligation, Observer will not use or disclose confidential information for any purpose outside of the educational and/or observational program identified below (the "Program").

**Examples of individually identifiable information** about a patient include but are not limited to: name; address; date of birth; telephone/fax number; e-mail address; social security number; medical record number; account number; health plan beneficiary number; certification/license number; vehicle identifier and serial number, including license plate number; device identifier and serial number; name of relative; full face photographic images and any comparable images; or any other unique identifying number, characteristic, or code.

**Examples of confidential information belonging to NYU Langone Hospitals** include but are not limited to: business records; contracts; donations; unpublished grant proposals; unpublished research data, manuscripts, and correspondence; marketing documents, billing and rate information; and litigation, compliance or other investigation- related matters.

- (11) Without any limitation of the above, Observer understands that any information relating to HIV status, mental health, alcohol or drug use, or genetic information are specifically protected under federal and state laws, and unauthorized release of such information is strictly prohibited.
- (12) Observer will not use any recording and/or photographic device during any part of the Program involving observation of patient care or research activity. Observer understands that NYU Langone Health staff may prohibit the use of any cell phones, smart phones, tablets, cameras, laptops, and other video and audio recording devices during any part of the Program.
- (13) Observer will not reproduce or copy any presentation or other material authored by Hospital or the Schools faculty that may be provided to them as part of the Program, unless authorized to do so.
- (14) All obligations described in this agreement shall continue after the conclusion of the Program and the observership.
- (15) Release of Liability: Observer releases NYU Langone Hospitals, NYU Grossman School of Medicine, NYU Long Island School of Medicine, NYU Langone Health System, and each of their affiliates, trustees, officers, employees, staff, and agents from any responsibility or liability for personal injury, including death, and damage to or loss property that Observer may incur as a result of, in connection with or resulting from this Agreement, the observership, and the Program, including injuries, death, or property damage due to negligence of the Hospital or the Schools and their affiliates, trustees, officers, employees and agents arising while Observer is in the Hospital.

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- (16) This Agreement (and the Research Supplement (if applicable)) will be governed and construed in accordance with the laws of the State of New York without regard to any applicable conflicts of law. Any dispute or claim arising out of or relating to this Agreement will be settled exclusively in the United States District Court for the Southern District of New York (or, if such Court does not have jurisdiction, in any court of general jurisdiction in New York, NY). I consent to the exclusive jurisdiction of any such courts and waive any objection I may have to those courts settling the dispute.
  
- (17) This Agreement, together with the Research Supplement (if applicable), constitutes the entire agreement between the parties and supersedes any and all prior and collateral negotiations and agreements between the parties. This Agreement may be amended only in writing signed by the parties to this Agreement. No waiver of any provision of this Agreement shall be binding on any party unless consented in writing by such party. No waiver of any provision hereof shall constitute a waiver of any other provisions, nor limit or affect such party's rights with respect to any future breach of any of the provisions of this Agreement. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such determination shall not impair or affect the validity, legality or enforceability of the remaining provisions hereof, and each provision is hereby declared to be separate, severable and distinct.
  
- (18) This Agreement may be executed in counterparts (including by facsimile or PDF), each of which shall be deemed an original and all of which together shall continue the same instrument.

**ACADEMIC OBSERVER**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print or type name)

Date: \_\_\_\_\_

**SITE CHIEF MEDICAL OFFICER/  
NYU LANGONE ORTHOPEDIC HOSPITAL  
MEDICAL DIRECTOR:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print or type name)

Date: \_\_\_\_\_

**CHAIRMAN/CHIEF OF SERVICE**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print or Type name)

Date: \_\_\_\_\_

**NYU LANGONE HOSPITALS  
CHIEF MEDICAL OFFICER**

\_\_\_\_\_  
(Signature)

**Brian P. Bosworth, MD**

Date: \_\_\_\_\_

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**APPENDIX A**

**OBSERVER HEALTH STATUS ASSESSMENT**

**NAME:** \_\_\_\_\_

The attestation in Paragraph 8 of the "NYU Langone Hospitals" certifies that the Observer:

- (1) is in good health as determined by a recent physical examination of sufficient scope to ensure that Observer is free from health impairments which may be of potential risk to patients or others or which may interfere with the performance of Observer's duties, including the habituation or addiction to depressants, stimulants, narcotics, alcohol or other drugs or substances which may alter behavior;
- (2) has received immunization for rubella, consistent with good medical practice, except that women of child-bearing age shall have a screening test approved by the New York State Department of Health to be followed by immunization as appropriate (if applicable, date immunization completed: \_\_\_\_\_);
- (3) if born on or after January 1, 1957, has proof of immunity to measles (rubeola) as described below:
  - (a) diagnosis by a physician as having had measles disease;
  - (b) demonstration of serologic evidence of measles antibodies; or
  - (c) two doses of live virus measles vaccine, first dose administered on or after the age of 12 months and second dose administered more than 30 days after the first dose but after 15 months of age (date immunization completed: \_\_\_\_\_)

If immunization with measles (rubeola) or rubella vaccine may be detrimental to Observer's health, the nature and duration of the medical exemption is explainable. The requirements relating to immunization for measles (rubeola) and rubella shall be inapplicable until immunization is found no longer to be detrimental to Observer's health;

- (4) For tuberculosis has received (check one)  
 ppd (Mantoux) skin test; date completed: \_\_\_\_\_ Results: \_\_\_\_\_  
 QuantiFERON-TB Gold; date completed: \_\_\_\_\_ Results: \_\_\_\_\_
- (5) (check one)  
 has received the Hepatitis B vaccination (date completed: \_\_\_\_\_);  
 has commenced the Hepatitis B vaccination protocol (date commenced: \_\_\_\_\_); is immune to Hepatitis B; or has declined to be vaccinated against Hepatitis B.
- (6) For covid-19 vaccination, please confirm the following:  
 has received the Pfizer, Moderna or Johnson & Johnson vaccination (date(s) completed: \_\_\_\_\_)
- (7) If observership extends beyond 2 weeks, please confirm the following:  
 has received the Tetanus vaccination (date completed: \_\_\_\_\_);  
 has received the Diphtheria vaccination (date completed: \_\_\_\_\_);  
 has received the Pertussis vaccination (date completed: \_\_\_\_\_)