

**AGREEMENT: DIRECT TRANSFER OF STUDENTS
HARRISBURG UNIVERSITY OF SCIENCE AND TECHNOLOGY
And
LACKAWANNA COLLEGE**

Harrisburg University of Science and Technology (HU) and Lackawanna College (LC) (collectively the “Parties”) agree to coordinate their respective programs for the baccalaureate degree and graduate degree programs in Nursing. The principal beneficiaries of this effort are LC students, who are served by current information about programs and who benefit from firm arrangements between the Parties.

This Transfer Agreement (Agreement) provides LC students the opportunity of planning a total graduate degree program with HU at the outset of their undergraduate college education as defined by this Agreement.

I. PRINCIPLES OF AGREEMENT

HU and LC confirm the following to assure equal treatment of university/college and transfer students.

1. This agreement applies to LC students who are scheduled to and/or have completed an RN-TO-BSN Degree – Nursing.
2. Program requirements for MSN in Nursing shall be the sole responsibility of HU.
3. HU exclusively controls its respective academic programs. Nothing contained in this Agreement or any subsequent formal agreement is, or intended to be, delegation of that control.

HU has sole authority over all final decisions regarding its program structure, delivery method, and course content; selection, retention, supervision, credentialing, evaluation, and termination of faculty; its admission, registration, discipline, termination, and assessment of students; its calculation and award of prior learning credit; evaluation of student progress; and the awarding and recording of credit independently including the issuance of any HU degree.

LC has exclusive control over its respective educational and training programs. Nothing contained in this Agreement or any subsequent formal agreement is, or intended to be, a delegation of that control.

LC has sole authority over all final decisions regarding its program structure, delivery method, and course content; selection, retention, supervision, evaluation, and termination of faculty; its admission, registration, discipline, termination, and assessment of students; evaluation of student progress; and the awarding and recording of credit independently, including the issuance of any LC certificates of completion for advanced studies.

4. LC Students who follow the prescribed HU graduate degree requirements and are scheduled to and/or have earned an RN-TO-BSN Degree may be admitted to HU.
5. Beginning with LC graduates of the RN-TO-BSN Degree in spring 2020 semester, will receive the LC Nursing Students Scholarship/HU Online Rate (currently at \$600 per semester hour, part-time and full time but is subject to possible increase if HU raises its credit cost for all graduate students). For academic purposes, a graduate student taking 6 or more credits is considered full-time.
6. A completed application and interview with a HU Admissions Counselor is required prior to final acceptance. HU will waive its application processing fee.
7. All students must be in good-standing according to HU policy at time of admission.
8. When program requirements change at HU, LC students who already submitted a letter of intent to enroll at HU have the option of satisfying “old” program requirements in the same manner as native HU students. However, this “grandfathering” is limited to two years from HU’s implementation date of any changes, except for when changes are required by an accrediting agency. Accrediting agency requirements must be met and are not negotiable.
9. On a regular basis, aggregate and demographic data on former LC students will be transmitted to HU for the purpose of gathering appropriate data for research and for advising of future students. Caution will be exercised to ensure compliance with the Family Educational Rights and Privacy Act (FERPA).
10. LC students transferring to HU will be treated the same as native HU students of equal class standing when applying for financial aid and in the award and distribution of funds.
11. LC students transferring to HU will receive equal opportunity to pre-register for classes and have access to other student services on the same basis as native HU students of equal class standing.
12. Upon transferring, LC students will become students of HU and subject to all HU’s policies and procedures including but not limited to those concerning academics and student behavior.
13. An informal review of programs will occur every two years for the purpose of updating information for students and staff. The review will be initiated by HU.
14. This Agreement shall be reviewed annually beginning in May 2021 and shall terminate in May 2025 subject to a new Agreement.
15. Upon formal execution of this Agreement, joint advertisement and promotion will be developed by the appropriate representative at each institution. The parties may

utilize each other's trademarks in connection with promoting the Agreement, provided the other party pre-approves such use; neither party shall gain any right, title or interest in any name or trademark of the other party.

II. MUTUAL TERMS AND REQUIREMENTS

1. This Agreement is subject to change or modification by mutual written consent between the parties. Any provisions of this Agreement which remain to be performed or by their nature would be intended to be applicable following the expiration or termination of this Agreement shall survive the expiration/termination of this Agreement. Either party may terminate this Agreement with 90 days written notice. All students accepted by HU or who have submitted an application to HU at the time a notice of termination is delivered will continue to receive the benefits of this Agreement.
2. Neither of the parties shall assume any liabilities to each other than those contained within this Agreement. Regarding liability to each other, including but not limited to death to persons and/or damages to property, the parties do not waive any causes of actions or defenses by signing this Agreement.
3. This Agreement is not exclusive, and the parties are free to contract with other institutions in a similar manner.
4. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its choice of law doctrine.
5. Neither party shall discriminate in the performance of this Agreement because of race, color, sex, sexual orientation, gender identity, age, religion, handicap, marital status, or national origin in violation of any applicable federal, state or local law or regulation.
6. Both parties shall protect the confidentiality of student records as dictated by the FERPA and shall release no personally identifiable student information absent written consent of the student unless required to do so by law or as dictated by the terms of this Agreement.
7. Neither party shall assign any of its rights or obligations under this Agreement without the prior written consent of the other party. Any assignment is expressly prohibited and shall be deemed null and void.
8. If any provision of this Agreement shall be declared by a court of competent jurisdiction to be invalid, or the parties determine any provision to conflict with any applicable federal, state or local law or regulation, then the remaining provisions of this Agreement shall be unaffected and shall remain in full force and effect.
9. The waiver of a breach of any of the terms of this Agreement shall not be deemed a waiver of any subsequent breach or default whether of the same or similar

nature and shall not in any way affect the other terms. No waiver shall be valid or binding unless in writing and signed by the parties.

10. Any notice provided for or permitted under this Agreement shall be treated as having been given the next business day after being sent by nationally recognized commercial overnight courier or three business days after being postage prepaid by certified or registered mail, return receipt requested, to the party to be notified or upon receipt if delivered in person. Notices will be sent to the addresses set forth in this Agreement or such other address as may be provided from time to time.

LC: Lackawanna College
501 Vine Street
Scranton, PA 18509
Attn: Erica Barone Pricci, Ph.D.
Vice President for Academic Affairs

HU: Harrisburg University of Science and Technology
326 Market Street
Harrisburg, PA 17110
ATTN: Beverly Magda, Ph.D.
CC: Office of General Counsel

11. The parties will cooperate to create all appropriate public, promotional announcements or press releases relating to this collaboration and will not make any independent announcements except as necessary to conduct the business contemplated by the agreement and activities necessarily related to it.
12. By signing below, each party acknowledges its agreement with the terms and conditions of this Agreement and each signatory represents and warrants that he/she is authorized to sign on behalf of his/her organization to all the terms and conditions of this Agreement. This Agreement and any attachments, which are incorporated into this Agreement, constitute the full and complete understanding of the parties with respect to this subject matter and supersedes all prior negotiations, understandings, and agreements between the parties related to this subject matter.