



ACADEMIC AGREEMENT

Harrisburg University of Science and Technology, USA and St. Bede's College, Himchal Pradesh, India

This Academic Affiliation Agreement (Agreement) is entered as of 29 April 2022, (Effective Date), by and between Harrisburg University of Science and Technology (HU) and St. Bede's College, India (SBC), India. HU and SBC collectively shall be referred to as the "Parties"

WHEREAS, HU is a private, non-profit university formed under the laws of the Commonwealth of Pennsylvania that focuses its educational mission in the areas of science, technology, engineering, and math (STEM); and

WHEREAS, HU is accredited by the Middle States Commission on Higher Education; and offers both undergraduate and graduate degrees; and

WHEREAS, SBC is an affiliated 95% Grant in Aid college of Himachal Pradesh University, State of Himachal Pradesh in India. St. Bede's College Shimla is a premier college, training of young women irrespective of race, creed, caste, or class; and

WHEREAS, it is the intent of the parties to enter into an Agreement where SBC's students will benefit academically by the opportunity to achieve a HU graduate degree program

NOW THEREFORE, the parties do intend to be legally bound by entering into this formal and final written agreement under the terms as defined below.

- 1. Overview.** HU agrees to offer to qualified SBC students a graduate of a /M.S. Biotechnology, or a M.S. in Cybersecurity Operations and Control Management (Program/s) subject to the provisions of this Agreement and HU's academic catalog at the time of a student's enrollment.

Students shall enroll as part of a cohort at HU as graduate students after successfully completing a 3-year Indian bachelor's degree. The Indian degree requires evaluation by the World Education System (WES) prior to students' admission and again whenever there are changes to the curriculum already evaluated. Student's transcripts would also be evaluated by the HU registrar individually prior to and as a condition of acceptance. The decision to admit is solely that of HU.

Based on the WES report, SBC students may be required to supplement their courses for any gaps that might remain in their academic background.

Cohorts are defined as a group of students that originate from the same institution and program.

Courses will be offered to SBC students the same as any other enrolled HU student and may be delivered in a synchronous, asynchronous, or a combination thereof at the discretion of HU. Upon acceptance and enrollment, SBC students will be HU students.

2. **Coursework.** The Program requires attendance for consecutive semesters.
3. **Housing and Transportation.** HU will assist, but not guarantee or warrant, SBC students in seeking housing and agrees to provide the same level of support to SBC students that is provided to all other HU students who are seeking housing. However, housing is the sole and exclusive responsibility of SBC students upon arrival in Harrisburg. SBC students are also responsible for transportation to and from HU campus if required. HU will assist SBC students in securing transportation and agrees to provide the same level of support to SBC students that is provided to HU students who are seeking transportation.
4. **Degree Requirements.** When program requirements change at HU, SBC students who are accepted or currently enrolled will have the option of satisfying the previous 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. Students will be governed by the HU degree requirements in effect at the time of admission if the student maintains continuous enrollment.

HU and SBC will develop Advising Sheets that will include recommended courses prior to applying at HU for each HU major, The advising sheets will outline the course sequence a student should take at SBC to maximize their success at HU. These sheets will aid in advising and directing the student through their academic years at SBC. The Advising Sheets will be reviewed annually by both institutions.

5. **Immigration Issues.** HU agrees that SBC students must make their own arrangements to achieve appropriate immigration paperwork to obtain a visa that permits matriculation in the United States, provided they meet HU’s admission standards.
6. **Student Support Services**
 - A. HU agrees to provide information about student support services to SBC (e.g., library resources, counselling, tutorial services, etc.). HU agrees to provide SBC students the same access to student support services that is provided to HU students to foster SBC students’ success.
 - B. SBC students are obligated to have their own laptops for online courses and coursework.
 - C. HU agrees to provide SBC students with the same level of technology support and training for classroom technology that it provides HU students.
 - D. HU agrees to provide SBC students with the same level of support to obtain OPT (Optional Practical Training) in relevant industries that it provides to HU students.
7. **Marketing**
 - A. HU agrees to provide necessary marketing materials to assist SBC in promoting the Program/s to SBC students and parents.
 - B. HU will identify on its website, in an appropriate place and manner, its relationship and program with SBC, as well as work with SBC to market joint programs.

- C. Neither party will use any name, trademark, logo, or other indicia of the other party without, in each instance, prior written approval from such other party.

8. Administrative Support

- A. Each Party agrees to identify a point of contact to provide oversight for the Program. HU will provide one contact person with full contact credentials in the event parents or students would like to connect with HU directly (subject to any limitations under the Family Educational Rights and Privacy Act (FERPA)), and SBC will have these details along with the SBC contact person on all marketing materials.
- B. HU will make available the list of required and recommended books for SBC students as it does for the HU student community.

9. Finances

Tuition and fees for SBC students will be \$550 per credit unless notified prior to student enrollment. However, tuition fees will automatically increase 3% per year over the lifetime of the Agreement effective with the annual fall semester.

10. Academic Control

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 has exclusive control over its respective educational and training programs.

SBC 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. SBC 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 has exclusive control over its respective educational and training programs.

11. Obligations of SBC Students for Admission into HU

- A. SBC students will be guaranteed admissions into HU on the condition that they:
- Graduate or transfer from SBC in good standing with a minimum GPA of 2.0 and satisfy all other regular HU admissions requirements. Students must apply for admission to include providing official transcripts and goal statement;
 - Do not attend another institution of higher education between the time they graduate or transfer from SBC and enroll at HU;
 - Satisfy all other HU requirements including any admission requirements for the major; and
 - Students must transfer while an active SBC student or begin attending HU's graduate program within five years of SBC graduation.

- B. Students who previously matriculated at HU are not eligible for this program. Students applying to HU must provide written consent for release of information from SBC to HU necessary to facilitate the admissions process and to ensure the requirements of the program are met. All students must be in good standing according to HU policy at time of admission.
- C. The Parties agree that there is a five-year time limit from graduation day at SBC to applying to HU's graduate program.
- D. Upon enrollment, SBC 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. Upon enrollment SBC students 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.
- E. Should a student suspend his or her studies for any period, HU cannot guarantee completion of the academic program within a certain timespan. This includes, but is not limited to, interruptions caused for medical, personal, disciplinary, academic, immigration, or any other reason where a student cannot remain continuously matriculating.
- F. However, the following standards for admission must be met to enter in the program:
 - completion of at least 75 semester hours toward the Bachelor of Science degree with a minimum cumulative grade point average of 3.25 a minimum grade point average of 3.50 in all computer and information sciences and mathematics courses attempted; and
 - completion of all computer and information sciences Core requirements for the bachelor of science degree.
- G. The student should complete and submit the Graduate Education Application for Admission when 75 semester hours have been earned. Required supporting documents include current academic transcript and a recommendation from the student's academic advisor.

12. Mutual Terms and Requirements

- A. Term and Termination. This Agreement shall become effective as of the last signatory and shall continue in effect until August 31, 2027, unless amended, extended, renewed, or terminated as provided within this Agreement. 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 currently matriculating at the time a notice of termination is delivered, or upon expiration of this Agreement, will continue to receive the benefits of this Agreement.

- B. Liability. 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. However, SBC agrees to indemnify and hold harmless HU for any costs of defense (including legal fees) and any judgements because of any action or the alleged conduct of SBC. This paragraph shall survive the termination or expiration of this Agreement.
- C. Non-Exclusivity. This Agreement is not exclusive, and the parties are free to contract with other institutions in a similar manner.
- D. Choice of Law. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its choice of law doctrine. Any legal action shall be brought either in the Court of Common Pleas of Dauphin County, Pennsylvania or in Middle District Court of Pennsylvania in Harrisburg, Pennsylvania depending on appropriate jurisdiction.
- E. Discrimination. 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.
- F. Compliance. SBC and HU shall always under this Agreement comply with all Federal, State, and local laws and respective institutional policies.
- G. Modification. This Agreement shall only be modified in writing with the same formality as the original Agreement.
- H. Assignment. 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.
- I. Severability. 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.
- J. Waiver. 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.
- K. Notice. 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.

SBC:
St. Bede's College
Navbahar, Shimla – 171002
Himchacl Pradesh, India
ATTN: Sr. (Prof.) Molly Abraham

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

- L. Independent Contractor. The relationship between SBC and HU is that of independent contractors. The relationship to each other shall not be construed to constitute a partnership, joint venture, or any other relationship, other than that of independent contractors.
- M. Press Releases. 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.
- N. Force Majeure. In the event a Party's failure to perform any obligation under this Agreement shall be due to a Force Majeure such Party shall not be considered in default of such performance. In the event a Force Majeure renders the continued performance of this Agreement unfeasible, this Agreement shall be null and void, and the Parties shall have no further obligations under this Agreement. In addition, no Party shall be relieved of liability for failure of performance to the extent such failure shall be caused by it, due to causes arising out of its negligence or due to normal or remedial causes which it fails to remove to remedy within a reasonable period of time. Any Party rendered unable to fulfill any of its obligations by reason of a Force Majeure shall give prompt notice of such fact to the other Party and shall exercise due diligence to remove such inability within a reasonable time period. Unless the Force Majeure renders the Agreement unfeasible, during the Party's inability to perform by reason of a Force Majeure, the other party's obligations under this Agreement shall be suspended. As soon as the party declaring Force Majeure can resume performance of its obligations, the Party shall give prompt notice to the other Party. A Force Majeure shall mean any event or circumstance beyond the control of and not the result of the negligence of, or caused by, a Party, including but not limited to failure or threat of failure of facilities, landslides, lightning, earthquake, storm, hurricane, flood, tornado, pandemic, or other acts of God, fire or explosions, transportation accidents, epidemic, sabotage, riot, war, acts of public enemy and civil disturbance or disobedience, strike, lockout, work stoppages, and other industrial disturbances or disputes, or restraint by court order or other governmental authority.
- O. Confidentiality/NonDisclosure. Confidential Information, including the terms and existence of this Agreement, means any and all academic, technical, strategic,

testing, pricing, and commercial information and research at HU and SBC including but not limited to all data, interpretation and conclusions of such data, long and short term plans, proposals, employee and student information, financial information, samples, specifications, product information, legal filings, audits, formulae, know-how, manufacturing processes, trade secrets, records, intellectual property, and any other proprietary or non-public information, including meeting agendas and discussions, whether written or oral, and whether or not marked as "Confidential," as well as any information that is developed based on that information.

Confidential Information does not include information that is: (a) public, so long as it did not become public due to a breach of this Agreement; (b) known by a party before the other party discloses it; (c) independently developed by the other party; or (d) disclosed by a source who does not have an obligation to treat the information as confidential.

Each Party shall keep the other's Confidential Information in strict confidence, and shall not disclose any Confidential Information, except as expressly permitted by this Agreement. Each Party will not: (a) disclose the other's Confidential Information to any person or entity other than our directors, officers, employees, attorneys, agents, and representatives who need to know the Confidential Information for the purpose of discussing a business transaction between us; (b) sell, use, publish or distribute the other Party's Confidential Information for any reason; or (c) allow the use of the other Party's Confidential Information for any purpose.

Each Party shall not disclose the other Party's trade secrets and this provision will survive the expiration or termination of the Agreement and continue in perpetuity.

Each Party will notify the other at the address above immediately if any disclosure or unauthorized use of the other Party's Confidential Information is discovered and will promptly take reasonable steps to prevent any further disclosure or unauthorized use.

Each Party may disclose the other Party's Confidential Information to the extent required to by law, regulation, or court or governmental order; but first, the disclosing Party is required to: (a) give prompt and reasonable prior written notice of the disclosure; (b) use reasonable efforts to resist disclosing the Confidential Information; (c) cooperate with the other Party to obtain a protective order or limit the disclosure of the Confidential Information; and (d) certify that the Confidential Information is required to be disclosed before disclosing it.

Each Party owns their Confidential Information, including any materials derived from it. No transfer or license of intellectual property is made under this Agreement.

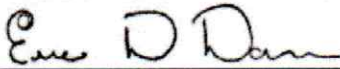
Destruction of Information. Upon either Party's request, its Confidential Information will be promptly destroyed (in all forms) with certification in writing to that it has destroyed everything or returned.

Either Party shall be entitled to seek an injunction (without posting any bond) and specific performance. This remedy is in addition to all other remedies available at law or equity.

This paragraph shall survive the termination or expiration of this Agreement.

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 constitutes 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.

**HARRISBURG UNIVERSITY OF
SCIENCE AND TECHNOLOGY**



Eric D. Darr, Ph.D.
President

Date: 29 April, 2022

SAINT BEDE'S COLLEGE



Sr. (Prof.) Molly Abraham
Principal

Date: 29 April, 2022