

ACADEMIC PARTNERSHIP AGREEMENT
between
EASTERN INTERNATIONAL COLLEGE
and
HOLYOKE COMMUNITY COLLEGE

This academic partnership agreement (“Agreement”) is made effective as of April 15, 2021 (the “Effective Date”) by and between **HOLYOKE COMMUNITY COLLEGE**, having its principal office located at 303 Homestead Ave, Holyoke, MA 01040 (hereafter referred to as “HCC”), and **EASTERN INTERNATIONAL COLLEGE**, having its principal office located at 684 Newark Avenue, Jersey City, NJ 07306 (hereafter referred to as “Partner”).

Benefits Offered by Partner:

Partner will admit eligible Holyoke Community College (HCC) graduates and employees according to the terms in this Agreement that have also satisfied established admissions requirements. To complete admission under this Agreement, graduates must transfer from HCC with an associate degree with a minimum GPA of 2.0, enroll in a Partner degree program and shall have paid all required Partner fees and, if applying into the Bachelor of Science in Nursing Completion (RN to BSN) program, hold an active RN license.

Partner will automatically accept 60 semester credits (or 90 quarter credits) from eligible HCC graduates. The remaining 60 semester credits (90 quarter credits) to complete the bachelor degree must be completed in EIC.

Partner will provide HCC with yearly transfer guides that demonstrate the transferability of coursework from HCC to Partner.

Students, graduates, and employees of HCC are eligible to receive personalized transfer evaluations demonstrating previously earned credits at HCC and other institutions to Partner.

Subject to HCC policies and discretion, Partner will provide marketing materials to HCC in order to support internal promotion of partnership benefits.

Partner will provide HCC any request for a report on the graduates and employees taking coursework at Partner pursuant to this Agreement. The report can be an aggregate student data and/or directory information as defined in the Family Educational Rights and Privacy Act, 20 USC 1232g (“FERPA”) and related regulations at 34 CFR Part 99 regarding the confidentiality of and access to student records.

HCC Contributions:

1. Subject to HCC’s policies and discretion, HCC will work with Partner to communicate the benefits of this Agreement and the many educational opportunities available at Partner.

In support of the above commitment, HCC may engage in any of the following methods and other agreed upon approaches in similar fashion:

- (a) Directing graduates to a custom partner landing page or warm transfer them to an admissions line, depending on student preference.
- (b) Targeted phone call and email for graduates that might particularly benefit from the partnership opportunity.
- (c) Educates all departments within HCC about the partnership offering and how to provide additional information to the graduate.
- (d) List all articulation partners in their catalog for graduates and intranet for employee benefit.

General Terms:

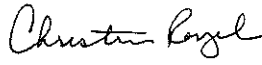
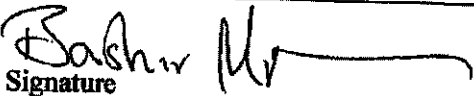
1. Upon enrolling at Partner, each student will meet the academic requirements of his or her chosen degree by:
 - (a) completing a UCC associate degree and transferring 60 semester credits completed from HCC. Credits from HCC must be reflected in an official transcript and submitted in a sealed envelope or through an official electronic transcript. A grade of "C" or better must be attained in all transferred coursework; and/or
 - (b) completing coursework with Partner or through transfer from a Partner-recognized source of credit. Partner puts no limit on the number of credits a student can transfer from another source of credit, as long as that credit meets degree requirements and comes from an approved source and total credits from both HCC and the other source does not exceed 60 semester credits (90 quarter credits); and
 - (c) completing Partner's degree requirements.
2. Partner's standards for admission as well as all other student policies published at the time any student seeks enrollment will apply. This includes policies governing the recognition of transfer credits. Partner and HCC will work in collaboration to update student transfer guides on a yearly basis.
3. Partner will provide HCC with a depiction of its logo and approved text, and HCC is authorized to use such logo and text for promotional purposes in furtherance of this Agreement, provided that the material associated with each such use has been previously approved by Partner in writing. Likewise, HCC will provide Partner with a depiction of its logo, and Partner is authorized to use such logo for promotional purposes in furtherance of this Agreement, provided that the material associated with each such use has been previously approved in writing by HCC. Neither party shall use or display any trademark, trade name, service mark or other intellectual property of the other party without the prior written approval of that party. The text of all references by either party to the other party in any medium, whether print, electronic or otherwise, will require the prior written approval of the other party.
4. This Agreement may be terminated by either party upon not less than sixty (60) days' prior written notice to the other party. Upon termination, HCC students can still register as students in EIC but are no longer subject to this agreement.
5. The parties acknowledge the existence of a confidential relationship between them. In order to carry out the purposes of this Agreement, the parties may exchange or otherwise access or come into possession of the other party's confidential business and student information. The parties understand and agree that all confidential information exchanged between them or

otherwise accessed or obtained pursuant to this Agreement is strictly confidential, has been disclosed for business purposes only and must be maintained in strictly secure conditions at all times. Each party hereto further agrees to make no other use of the other party's confidential information disclosed pursuant to this Agreement, to refrain from disclosing such confidential information to third parties, to make the confidential information available only to those employees or agents with a need to know, to inform all such employees and agents of the confidential nature of the confidential information and to require each such employee or agent to agree to retain such confidential information in confidence. Both parties understand and agree to abide by the requirements of FERPA regarding the confidentiality of and access to student records.

6. Each party hereto agrees to indemnify the other, and its trustees, officers, employees and agents and shall defend and hold each other harmless from and against any and all actions, claims, lawsuits, proceedings, demands, damages, judgments, liabilities, losses, penalties, fines, costs, settlements or expenses, including reasonable attorneys' fees and other litigation expenses incurred by any indemnitee, arising from or occurring as a result of a claim brought by a third party arising through the fault, negligence, willful misconduct or other wrongdoing of the indemnitor.
7. This Agreement and any dispute arising hereunder shall be governed by the substantive law of the State of New Jersey without regard to any conflicts of law principles.
8. This Agreement constitutes the entire Agreement between the parties hereto with regards to the subject matter hereof and supersedes all prior understandings and agreements, whether written or oral. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by a duly authorized representative of the parties.
9. This Agreement may be executed in one or more counterparts (facsimile transmission or otherwise), each counterpart shall be deemed an original and all of which shall constitute but one Agreement.
10. A waiver of any of the terms and conditions hereof shall not be construed as a general waiver by either party and either party shall be free to reinstate such terms and conditions without notice.
11. If any portion or provision of this Agreement shall be deemed invalid or unenforceable, the remainder of this Agreement shall not be affected and thereby shall remain valid and enforceable.

Signatures to appear on the next page

IN WITNESS WHEREOF, the parties here executed this Agreement as of the Effective Date.

| Holyoke Community College (HCC) | Eastern International College (EIC) |
|--|---|
|  Signature |  Signature |
| Christina Royal, Ph.D. Printed Name | Bashir Mohsen, Ed.D. Printed Name |
| President Title | President Title |
| Date April 6, 2021 | Date 4/1/2021 |

Addendum


**ACADEMIC PARTNERSHIP AGREEMENT
between
EASTERN INTERNATIONAL COLLEGE
and
HOLYOKE COMMUNITY COLLEGE**

Liability & Insurance

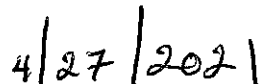
No Board of Trustees, or agents thereof, of any Community College of this Commonwealth, has the authority, statutory or otherwise, to enter into an indemnification or hold harmless agreement on behalf of a Community College of this Commonwealth. Further, pursuant to amended Article 62, §1, of the Massachusetts Constitution, and applicable Massachusetts case law, the Commonwealth (Holyoke Community College) is prohibited from indemnifying or holding harmless, in any manner, any individual, or any private association, or any corporation that is privately owned and managed. Where the party to a contract with the Commonwealth (Holyoke Community College) is not an individual, private association, or a corporation, which is privately owned and managed, the Commonwealth (Holyoke Community College) can indemnify or hold harmless such party only upon a two-thirds vote of each House of the Massachusetts Legislature.

In the event of the repeal of amended Article 62, §1, AND the enactment of statutory authority authorizing a Board of Trustees, or agents thereof, of a Community College of this Commonwealth, to enter into an indemnification or hold harmless agreement on behalf a Community College of this Commonwealth, the parties agree to the terms of the indemnification provision contained in this agreement to the extent that these terms are consistent with such statutory authority.

It is understood and agreed by both parties that Holyoke Community College, as a political subdivision of the Commonwealth of Massachusetts, is a self-insured entity for purposes of addressing all property loss or damage, or personal injury, arising or resulting from any negligent act or omission of the College's personnel or authorized agents during the performance of this Agreement.



Bashir Mohsen, EdD
President
Eastern International College



Date

Curt Foster
Comptroller
Holyoke Community College