Reverse-Transfer Program

MEMORANDUM OF UNDERSTANDING
Towson University
And
Hagerstown Community College

Overview:

This Memorandum of Understanding is made effective as of the 19th day of February, 2014, by and between Hagerstown Community College ("HCC") and Towson University ("TU"). HCC and TU desire to enter into a Reverse-Transfer Program (the "Program") for HCC transfer students who have not earned an Associate Degree and have transferred to TU with greater than 15 units (credits) and are currently enrolled.

Terms:

This Memorandum of Understanding ("MOU") takes effect as of the date first written above and remains in effect until terminated by either of the parties as set forth below. Either party must give a minimum of 30 days written notice in order to terminate this MOU.

This agreement between TU and HCC is for the sole purpose of establishing a Program. The Program enables non Associate Degree HCC students that transfer to TU to have TU transfer their units (credits) back to HCC in order to complete the requirements of their HCC Associate Degree.

Responsibilities:

- HCC will use TU’s Program information for the sole purpose of administering the Program.

- HCC will request, once a year, name and permanent address from TU for students who meet the following criteria:
  - 15 or more units in transfer from HCC to TU
  - 60 or more units earned at TU
  - Do not have a degree from TU or HCC
  - Are currently enrolled at TU
- TU will forward the name and address for students who meet the above criteria, at no charge, upon the request of HCC.

- TU will not charge these HCC Program students for sending their academic electronic transcript to HCC.

- HCC will not charge a degree application fee for students that receive their Associate Degree as a result of the Program.

- HCC will inform TU of those students that receive their Associate Degree as a result of this Program.

**Force Majeure:**

Neither party shall be responsible for delays or failures in performance resulting from occurrences beyond the control of such party. Such occurrences shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after the date of this MOU, fire, communication line failures, power failures, earthquakes or other disasters. In the event of any such occurrences, the time for performance of the party affected thereby will be extended by the same number of days as the time of delay resulting from such occurrences.

**Independent Contractor:**

Nothing contained in this MOU shall be construed to imply a joint venture, partnership, or principal-agent relationship between the parties hereto, and neither party shall, by virtue of this MOU, have any right, power or authority to act or create any obligation, expressed or implied, on behalf of the other parties. Neither shall this MOU be construed to create rights or obligations, expressed or implied, on behalf of or for the use of any parties other than TU and HCC. TU and HCC shall not be obligated, separately or jointly, to any third parties by virtue of this MOU.

Towson University

Timothy Chandler, Provost

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Hagerstown Community College

Guy Altieri, President

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