



DIRECT ADMISSION PROGRAM AGREEMENT

This Direct Admission Program Agreement (the "Agreement") is entered into on this day of August 17, 2021, by and between Saint Joseph's University ("SJU"), and Albright College ("Institution") (collectively, the "Parties").

WHEREAS, the Parties are both non-profit institutions of higher education with academic missions;

WHEREAS, the Parties wish to partner to offer a Direct Admissions Program ("DAP"), whereby graduates of Institution may matriculate to Graduate Programs at SJU upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the foregoing promises and for other good and valuable consideration, the Parties hereto agree as follows:

- 1) **Description of the DAP.** The Parties have agreed to partner to offer the DAP as described in the proposal dated August 9 2021, attached hereto as **Exhibits "A" and "B"** (the "Proposal").
 - a. The DAP as described in the Proposal may be modified from time to time, as appropriate, upon the written agreement of the Parties. The Parties shall review and evaluate the DAP annually.
 - b. The Parties agree that each will inform the other of any institutional plans or potential changes that may impact the DAP or this Agreement during the Term, prior to the implementation of the same.
 - c. All DAP students shall be enrolled in and pay tuition to SJU.
- 2) **Discount.** SJU agrees to offer a discount of **ten percent (10%)** on the standard tuition charged by SJU for the applicable graduate degree program to all qualified DAP students for each graduate degree program course in which such student is enrolled and for which the tuition is otherwise paid in full during the term of this Agreement. DAP students who matriculated at SJU before the inception of this Agreement will not be eligible for any retroactive discount on tuition. This tuition discount may not be combined with any other discount for which DAP student(s) may be eligible (i.e., the maximum tuition discount available to DAP students will be ten percent (10%) regardless of whether any DAP students are eligible or apply for any other discount program).
- 3) **Term.** The term of this Agreement shall commence on August 17, 2021 and shall run through August 16, 2024 (the "Term), unless earlier terminated as permitted herein.
- 4) **Obligations of SJU.**
 - a. SJU will handle all individual students' inquiries, applications, tuition, admissions and scholarship awards in its discretion. SJU staff will complete unofficial and official transcript reviews, as requested.
 - b. SJU will create an information sheet detailing the specifics of the DAP for distribution to Institution students and alumni.
 - c. SJU will request Institution's review of marketing materials that describe the DAP and use Institution's name and logo.
 - d. If invited, SJU will use reasonable efforts to attend Career Fair/Graduate Fairs and/or attend specific events at Institution to inform its students about the DAP program (estimated at 1-3 times annually).

- e. If desired and practicable, SJU will host interested Institution's Juniors and Seniors for a half day on the SJU campus each spring semester. The half day may include: campus tour, lunch, overview of the DAP programs, information session about financing graduate school, a topical presentation, etc., in SJU's discretion. Transportation to/from SJU will be the responsibility of the individual student or Institution.
- f. SJU will conduct a webinar or other virtual or online program 1-2 times per year to familiarize Institution faculty with the elements of the DAP program and/or conduct an in-person session on the Institution campus each fall.
- g. All SJU resources available to graduate students will be available to Institution DAP students.
- h. Directors and Assistant Directors of the respective SJU DAP Programs will be the contact persons for Institution faculty and staff regarding the DAP.
- i. SJU will promptly inform Institution of new or modified programs and changes in curriculum of DAP programs that may be considered to be incorporated into the DAP.
- j. All tuition, fees, admissions decisions, faculty, advisory staff, academic rules and curriculum decisions are the sole responsibility of SJU in its discretion.

5) **Obligations of Institution.**

- a. Institution will create and maintain a webpage with information about the DAP program and provide a link to the appropriate page on its web site.
- b. Institution shall inform its incoming current students, alumni and prospective students and their parents of the DAP. Institution will obtain the prior review and consent of SJU for materials that describe the DAP and use the name and logo of SJU.
- c. Institution will promptly review all SJU marketing materials that describe the DAP and use the Institution name and logo.
- d. Institution shall inform its Juniors, Seniors and alumni (graduated within two years of the institution of the DAP) about the DAP program via Career/Graduate Fairs, exclusive Information Sessions, etc. Institution agrees to send an ecard to its students and recent alumni each fall and spring semester.
- e. Institution shall inform its Faculty, Staff and Advisors about the DAP and to designate a contact(s) who will assist in overseeing the DAP to include scheduling and logistics for Career/Graduate Fairs, Information Sessions, Faculty webinars and in-person session, Spring SJU Campus visit, mailing of ecards, etc.

6) **Termination.** Either party may terminate this Agreement in the event the other party materially breaches its obligations hereunder, following written notice and a reasonable opportunity to cure. Further, SJU may terminate this Agreement on one semester's prior written notice at any time.

7) **Miscellaneous.**

- a. In performing under this Agreement, the Parties shall conform to high professional standards of work and business ethics and in compliance with all applicable laws. The Parties shall not violate the intellectual or other rights of each other or any third party in performing hereunder.
- b. Neither party is employed by, engaged in a co-venture, or in any other relationship with each other. Neither party is authorized to speak for, represent, or obligate the other in any manner without prior authorization.

- c. Any equipment, materials or supplies provided by either party to the other in connection with or furtherance of the DAP Program shall, immediately upon the termination of this Agreement, be returned to the owner.
- d. In performing under this Agreement, the Parties may be exposed to and may be required to use certain confidential information belonging to each other. Each party agrees that it will not use, directly or indirectly, such confidential information for the benefit of any person, entity or organization other than as required under this Agreement, or disclose such confidential information without the authorization of the other party, either during or after the Term of this Agreement, for as long as such information retains the characteristics of confidential information.
- e. Each party agrees that all plans, manuals and specific materials developed by a party for the purpose of this Agreement are and shall remain the exclusive property of the creator.
- f. Each party shall indemnify, defend and hold the other party (including each of its directors, officers, trustees, employees and agents) harmless from and against any and all loss, liability, damage, costs, claims, charges, litigation, and reasonable attorneys' fees arising **solely** from its breach of this Agreement, its action or failure to act, or otherwise sustained in connection with this Agreement, arising from any cause whatsoever except for negligence or willful misconduct of the party seeking indemnification. Under no circumstances shall either party be liable to each other or to any other person or entity for special, indirect or consequential damages.
- g. This Agreement shall be governed by and construed in accordance with the internal laws (and not the laws of conflicts) of the Commonwealth of Pennsylvania.
- h. This Agreement constitutes the complete agreement and sets forth the entire understanding of the Parties as to the subject matter of hereof and supersedes all prior discussions and understandings in respect to the subject of this Agreement, whether written or oral. No modification, termination or attempted waiver of this Agreement, or any provision thereof, shall be valid unless in writing signed by the party against whom the same is sought to be enforced.
- i. This Agreement may not be assigned by either party without the prior written consent of the other party; provided, however, that the Agreement shall be assignable by a party without the other party's consent in the event the assigning party is acquired by or merged into another corporation or business entity. The benefits and obligations of this Agreement shall be binding upon and inure to the Parties hereto, their successors and assigns.

[Signatures on following page.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

SAINT JOSEPH'S UNIVERSITY:

ALBRIGHT COLLEGE:

By: 
Name: Cheryl McConnell
Title: Provost
Date: August 17, 2021

By: 
Name: Karen A. Campbell
Title: Provost and Senior VP for Academic Affairs
Date: 30 July 2021

EXHIBIT “A”

Proposal Dated: August 17, 2021

As of August 17, 2021, the DAP will include the SJU graduate programs listed below.

SJU, at any time during the term of this Agreement, may amend the graduate programs or terminate graduate program(s) included in the DAP in its sole discretion by providing written notice to Institution; provided that, any students then-currently enrolled in the DAP shall not be affected by such termination.

Any DAP students wishing to enroll in one or more of the graduate programs included in the DAP must complete and submit a complete set of application, materials and information in compliance with SJU’s then-current application policies, processes and procedures, must be in good standing at Institution, and must meet SJU’s standards for admission and enrollment in such graduate program(s).

Nothing in this Agreement shall entitle any DAP student to automatic admission to any Program(s) or waiver of any application or enrollment processes or requirements.

College of Arts and Sciences

Master’s Degrees:

Biology M.A. or M.S.
Computer Science M.S.
Criminal Justice M.S.
Cybersecurity M.S.
Psychology M.S.
Writing Studies M.A.

Certificate Programs

Creative and Professional Writing, Cyber Intelligence, Cybersecurity, Software Development, Artificial Intelligence, Web and Database Technologies

Erivan K. Haub School of Business

MBA & Master’s Degrees:

MBA, Executive MBA
Business Intelligence and Analytics M.S.
Finance M.S.
Food Marketing MBA or M.S.
Marketing M.S.
Master of Professional Accountancy
Pharmaceutical & Healthcare Marketing MBA
Organization Development & Leadership M.S.
Strategic Human Resource Management M.S.

Certificate Programs:

Applied Investment Management, Business Intelligence & Analytics, Corporate Financial Management, Data Analytics, Data Management, Data Science, Finance, Financial Applications in Real Estate, Food Marketing, Healthcare Management, Human Resource Management, International Business, Leadership, Marketing, Pharmaceutical & Healthcare Marketing

**School of Health Studies
and Education**

Doctoral Degrees

Educational Leadership Ed.D.

Master's Degrees:

Applied Behavior Analysis M.S.

Clinical Mental Health Counseling M.S.

Education M.S. (PK-4, Middle School 7-12, Secondary 7-12, Reading Specialist PK-12, Art Education PK-12,

Foreign Language Education PK-12)

Educational Leadership and Administration M.S.

Health Education M.S.

Health Informatics M.S.

Master of Health Administration (MHA)

MHA/M.S. Health Informatics Dual Degree

Special Education M.S. (PK-12)

Certificates and Certification Programs

Health Informatics, Applied Behavior Analysis, Social Emotional Behavioral & Wellness, Reading Interventionist, Deaf and Hard of Hearing Education PK-12

EXHIBIT “B”

The DAP will include the following SJU programs and majors that will be available for senior undergraduate students. Programs and requirements are listed below:

College of Arts and Sciences

Criminal Justice MS
Computer Science MS
Writing Studies MA

School of Health Studies and Education

Education MS (Elementary Ed PK-4, Secondary Ed 7-12, Reading Specialist PK-12) – some conditions may apply. For example, Secondary Ed would require that the student major in the content area they wish to be certified in.

Haub School of Business

Programs include: MBA, MS Finance, MS Business Intelligence & Analytics, MS Marketing, MS/MBA Food Marketing

The following courses are available for students to take as a senior. The credits can then be applied to SJU graduate degree requirements

Accounting

ACC 601 Tax Planning (3 credits)
ACC 610 Topics in Accounting (3 credits)
ACC 612 Accounting Control Systems (3 credits)
ACC 617
ACC 622
ACC 670

Decision System Sciences

DSS 600 Found for Bus Intel & Analyts (3 credits)
DSS 610 Business Analytics for MSBIA (3 credits)
DSS 670 Data Visual & Perf Analyt (3 credits)
DSS 730 Web Analytics (3 credits)

Finance

FIN 602 Portfolio Management (3 credits)
FIN 605 Pensions & Benefits Admin (3 credits)
FIN 610 Security Analysis & Investment (3 credits)
FIN 611 Mergers and Acquisitions (3 credits)
FIN 612 Derivative Markets (3 credits)

Food Marketing

MK 713 Food & Beverage Mktg Strategy (3 credits)
FMK 722 Food & Beverage Mktg Research (3 credits)

Marketing

MKT 550 Marketing Strategy (3 credits)