

**Nanofabrication Manufacturing Technology Partnership
Memorandum of Agreement Between
The Pennsylvania State University and
St. Francis University of Loretto**

THIS AGREEMENT, effective this 1st day of October, 2020, by and between The Pennsylvania State University (hereinafter referred to as "Penn State") and St. Francis University of Loretto having a principle place of business at: 117 Evergreen Drive, Loretto, PA 15940 (hereinafter referred to as "Home Institution").

I. Introduction

The Pennsylvania Nanofabrication Manufacturing Technology ("NMT") Partnership project was originally established with support from the Commonwealth of Pennsylvania Department of Community and Economic Development to help address the need of Pennsylvania industry for skilled nanofabrication workers. The aim of the NMT Partnership is to leverage the nanotechnology facilities and capabilities of The Pennsylvania State University, the Commonwealth's Land Grant University, to support nanotechnology certificate, associate, and baccalaureate programs at two- and four-year post-secondary institutions.

The purpose of this Memorandum of Agreement ("Agreement") is to codify the roles and responsibilities of The Pennsylvania State University ("Penn State") and the various other post-secondary institutions offering nanotechnology certificate, associate, or baccalaureate programs through the NMT Partnership.

A key element of the NMT Partnership is the offering of 18 credits in nanofabrication manufacturing technology, comprising 6 three-credit courses. These are offered in two modes: (1) as a capstone semester experience at the Penn State Center for Nanotechnology Education and Utilization ("CNEU") or (2) as a hybrid capstone semester consisting of distance learning followed by a two week hands-on lab experience at CNEU. A listing of the six courses comprising the 18-credit capstone semester in nanofabrication is incorporated herein as Addendum A. These six nanofabrication manufacturing technology courses are taught by CNEU staff for Partner institutions. Each Partner institution offers the capstone semester courses as part of its NMT degree or certificate programs.

The words "Partner" and "Partnership" are used for descriptive purposes only and are not intended to imply a partnership or joint venture relationship between the parties in a legal sense.

II. Term of Agreement and Termination

A. This Agreement, unless extended or terminated as provided herein, shall commence on October 1, 2020 and end September 30, 2021. If there is mutual satisfaction between the parties, this Agreement shall be automatically renewed on October 1, 2021, for one additional year and shall again be renewed on

October 1, 2022 for one additional year (not to exceed three years), unless terminated by one or both parties.

- B. In the event of termination, prior written notice shall be provided to the authorized officials at least 90 days in advance of the date on which the termination is to be effective. In the event of termination, the parties to this Agreement shall make good faith efforts to honor all commitments made to students for upcoming semesters, unless the parties mutually agree not to do so, or if funding sources are determined by Penn State to be inadequate to support program delivery. Termination of this Agreement by either party shall not affect the rights and obligations of the parties accrued prior to the effective date of termination of this Agreement.

III. Purpose

- A. To create a structure to allow the Home Institution to award to students nanotechnology certificates, associate degrees, or baccalaureate degrees upon successful completion of the course of study required by the Home Institution.
- B. To create a structure to permit Home Institution students to earn a certificate from the Penn State Center for Nanotechnology Education and Utilization upon successful completion of the six-course, 18-credit capstone semester in nanofabrication.
- C. To encourage a cooperative effort between both parties in the planning and implementing of the NMT Partnership.

IV. Responsibilities

The following is an administrative framework for providing the six-course, 18-credit capstone semester in nanofabrication for the NMT Partnership.

- A. The Home Institution will work to develop and offer nanotechnology certificate and degree programs, and will incorporate nanotechnology instruction into existing degree programs where appropriate.
- B. All parties agree that curriculum, materials, syllabi, course outlines, and other educational materials developed by the Home Institution will remain the sole property of the Home Institution.
- C. All parties agree that curriculum, materials, syllabi, course outlines, and other educational materials developed by Penn State will remain the sole property of Penn State.
- D. The Home Institution is responsible for the following:
 - 1. Recruiting students currently enrolled at the Home Institution, as well as secondary school students including but not limited to vocational technical school students, unemployed individuals, dislocated workers,

displaced homemakers, and public assistance recipients within the Home Institution service area to participate in nanotechnology programs.

2. Admitting students into nanotechnology certificate or degree programs in accordance with established admission requirements of the Home Institution. All students will be students of the Home Institution for the purposes of enrollment verification, financial aid, and other standard reporting and accounting purposes.
3. Requiring students to meet academic performance standards of the Home Institution and to comply with all applicable policies and procedures of the Home Institution, except as specified herein.
4. Requiring students to meet Penn State academic standards and comply with all Penn State policies and procedures while said students are engaged in the courses of the capstone semester.
5. Maintaining and disseminating student records.
6. Producing class rosters, student schedules, and grade reports for all courses.
7. Assigning a supervising faculty member for each student.
8. Collecting, recording, and distributing tuition and student fees for all courses.
9. Developing and delivering the courses comprising the Home Institution component of the certificate or degree programs offered through the NMT Partnership. The Home Institution shall determine these courses for each program. A list of these programs and courses shall be made part of this agreement as Addendum B.
10. Recruiting, selecting and evaluating faculty, according to policies and procedures of the Home Institution, to teach the courses specified in Addendum B, and to supervise the delivery of the six courses of the 18-credit capstone semester in nanofabrication to Home Institution students while at Penn State (Addendum A).
11. Recruiting, enrolling, and scheduling students to participate in the capstone semester at Penn State according to Home Institution program guidelines.
12. Nominating Home Institution students for participation in the capstone semester in nanofabrication using a standard student nomination form provided by Penn State. Through the nomination form, certifying that

all students nominated to participate in the capstone semester meet all academic and other requirements for participation, and that the Home Institution has adopted and adhered to a nondiscrimination policy in nominating students to participate in the capstone semester.

13. Approving the six Penn State courses of the 18-credit capstone semester in nanofabrication (Addendum A) as Home Institution courses, and listing those approved courses in the course catalogue of the Home Institution. Students shall register for these courses at the Home Institution, unless this arrangement is deemed to be impracticable, as noted under Section D.14. Home Institution students are subject to follow Penn State policies and rules while on Penn State premises.
14. If it is deemed to be impracticable to approve the six Penn State courses comprising the capstone semester (Addendum A) as Home Institution courses and listing them in the course catalogue of the Home Institution, Home Institution students may enroll in the capstone semester courses as Penn State students. In such cases Home Institution students will pay Penn State tuition and fees directly to Penn State. The Home Institution will work closely with Penn State to facilitate the process of enrollment by the student at Penn State.
15. Home Institution pursuant to section 13 above shall make payments within thirty days (30) of receipt of invoices, payable to The Pennsylvania State University and mailing said payments to the Penn State Center for Nanotechnology Education and Utilization (CNEU), Attn: Admin. Asst., 118 Research West, University Park, Pennsylvania, 16802. Students pursuant to section 14 above shall pay tuition and fees in accordance with Penn State Bursar schedule. Invoices and payments for capstone semester instructional fees (regular semester tuition charged by the Home Institution) and program surcharge of \$2,500 shall not exceed the current applicable resident or non-resident Penn State academic tuition for a non-degree undergraduate student registered for 18 credit hours.
16. Identifying an administrative point of contact to serve as the interface with Penn State and other educational institutions and organizations participating in the NMT Partnership on behalf of the Home Institution.
17. Home Institution shall inform students of available Health Services at Penn State, as set forth under Article V.

E. Penn State is responsible for the following:

1. Delivering the capstone semester courses listed in Addendum A of this Agreement in the two aforementioned modes contingent on sufficient enrollment. Students identified and approved by the Home Institution

may enroll in these courses. These courses will be offered in both modes two semesters per year by Penn State (spring semester and summer semester) contingent on sufficient enrollment. Sufficient enrollment shall be eight (8) students enrolled in a given mode. If enrollment in either mode is less than eight (8) students Penn State reserves the right to cancel the semester courses in that mode using established Penn State academic timelines for course cancellation.

2. Submitting invoices to the Home Institution, mailed to the administrative point of contact identified under Section D.16, for amounts equal to the regular semester tuition charged by the Home Institution, plus a \$2,500 program surcharge, for each student attending the capstone semester who has registered for the capstone semester courses in either mode at the Home Institution. Discounted tuition rates due to a student's or parent/legal guardian's employment at Home Institution are not accepted. Tuition rate must be the current tuition rate for 18 credits as charged at a non-discounted rate. The program surcharge of \$2,500 may or may not be billed to the student by the Home Institution. If not billed and collected from the student, the Home Institution must pay the \$2,500 program surcharge for each student attending the capstone. Total fees are not to exceed the current applicable resident or non-resident Penn State academic tuition for a non-degree undergraduate student.
3. Refunding payments made by the Home Institution in cases where students withdraw from the capstone semester prior to completion, on a pro rata basis in accordance with Penn State's tuition adjustment policies. Such refunded payments shall be returned by the Home Institution to the original payer.
4. Generating a grade for each student enrolled in the six-course, 18-credit capstone semester in nanofabrication. Penn State faculty providing the six courses of the capstone semester courses, in either mode, will report grades to the supervising faculty member at the Home Institution.
5. Reporting grades to the supervising faculty member for recording in accordance with the deadlines and protocols established by the Home Institution in all cases where students have registered for the capstone semester courses at the Home Institution. The Home Institution faculty member will submit the grades to the Home Institution registrar.
6. Transferring the 18 credits awarded for the six-course capstone semester from Penn State to the Home Institution in any case where a Home Institution student who successfully completed the capstone semester enrolled in the capstone semester courses as a Penn State student.

7. Recruiting, selecting, and evaluating faculty for teaching the capstone semester courses in consultation with the Home Institution.
8. Assisting with recruiting and registering of students in the six-course, 18-credit capstone semester in nanofabrication according to Home Institution and Penn State policies and procedures.
9. Providing a standard nomination form to be used by the Home Institution for nominating students for participation in the capstone semester in nanofabrication. Through the nomination form, the Home Institution will certify that all students nominated to participate in the capstone semester meet all academic and other requirements for participation, and that the Home Institution has adopted and adhered to a nondiscrimination policy in nominating students to participate in the capstone semester.
10. Identifying an administrative point of contact to serve as the interface to the Home Institution and other educational institutions and organizations participating in the NMT Partnership on behalf of Penn State.

F. Jointly, the parties are responsible for the following:

1. Planning and instituting an integrated schedule of courses for the appropriate scheduling of available Penn State classroom and laboratory facilities.
2. Conducting a yearly evaluation of the NMT Partnership and addressing issues raised by the evaluation.
3. Completing semi-annual reports on the operation of the program in a to-be-determined and mutually agreed upon format.

V. Health Services

Penn State students who are registered for the current semester and their spouses who are covered by one of Penn State's Insurance Plans are eligible for health care services at Penn State's University Health Services (UHS) clinic. The UHS also offers health care services for urgent problems to non-enrolled Penn State students and groups (i.e. program participants, conferees). Services rendered for said non-enrolled Penn State students will be subject to charges. These charges will be submitted to the person's insurance company. University Health Services strongly recommends that program participants contact their insurance companies to verify what type of coverage they have in the State College area. For additional information go to: <http://studentaffairs.psu.edu/health/services/billing/>.

VI. Governing Law and Jurisdiction

This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania and each party submits to the jurisdiction of the

Courts of Common Pleas of Centre County, Commonwealth of Pennsylvania for any disputes arising hereunder.

VII. General Provisions

A. Publicity

Neither party to this Agreement will use the name of the other party, nor of any member of the other party's employees, in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party.

B. Non-Assignable

The rights and obligations of the parties under this Agreement shall not be assignable without written permission of the other party.

C. Entire Agreement

This Agreement contains the entire and only agreement between the parties respecting the subject matter hereof and supersedes or cancels all previous negotiations, agreements, commitments and writings between the parties on the subject of this Agreement. Should processing of this Agreement require issuance of a purchase order or other contractual document, all terms and conditions of said document are hereby deleted in entirety. This Agreement may not be amended in any matter except by an instrument in writing signed by the duly authorized representatives of each of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate as of the day and year first above written.

**By An Authorized Official of
The Pennsylvania State
University**

Michele Spangler
Michele Spangler (Dec 4, 2020 12:01 EST)

Signature

Michele Spangler

Name


Assistant Treasurer

Title

04-Dec-2020

Date

**By An Authorized Official of Home
Institution**


Signature

Jeffrey L. Savino

Name

VPFA

Title

11/19/20

Date

The Pennsylvania State University



Signature

Osama O. Awadelkarim

Name

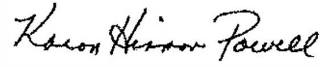
Director, CNEU

Title

12/3/2020

Date

By An Authorized Official of Home
Institution



Signature

Karan H. Powell

Name

Vice President, Academic Affairs

Title

11/23/2020

Date

Addendum A

Penn State Center for Nanotechnology Education and Utilization Capstone Semester in Nanofabrication Courses

- E SC 211 Materials, Safety and Equipment Overview for Nanotechnology 3
- E SC 212 Basic Nanotechnology Processes 3
- E SC 213 Materials in Nanotechnology 3
- E SC 214 Patterning for Nanotechnology 3
- E SC 215 Nanotechnology Applications 3
- E SC 216 Characterization, Testing of Nanotechnology Structures
and Materials 3

Addendum B

**Home Institution
Educational Component**

(Listing of all nanotechnology programs and courses offered by Home Institution)