

**Memorandum of Understanding
Between
Humboldt State University
And
California Polytechnic State University - San Luis Obispo**

This Memorandum of Understanding (MOU) dated May 11, 2020 sets forth the terms between California Polytechnic State University - San Luis Obispo (Cal Poly) and Humboldt State University (HSU) to establish a collaboration and partnership between both institutions.

The purpose of this MOU is to establish a formal partnership between HSU and Cal Poly for the purposes of collaborating and partnership on joint admissions efforts to yield students into the California State University System through innovative admissions access initiatives. It is understood that a steering committee composed of both campus Enrollment Management and President Leadership Teams will be instrumental in the implementation of the finalized partnership and collaboration initiative(s).

This MOU is strictly for internal management use of each of the parties, and shall not be construed to provide a right or cause of action or by any person or entity, and in no way restricts either of the parties from participating in any activity with other public or private agencies, organizations or individuals.

Further, this MOU is neither a fiscal, nor funds obligation, document. Nothing in this MOU authorizes or is intended to obligate the parties to expend, exchange, or reimburse funds, services, or supplies, or transfer or receive anything of value. The parties to this MOU will review the program one year prior to the expiration to ascertain whether Memorandum of Understanding will be renewed or if revisions are necessary.

Terms and Conditions

Terms

This MOU shall be effective for the application cycle 2020/21 and 2021/22 and remain in effect for three years from the date of signing.

During the confirmed time period both universities agree to the following:

- a. Enrollment Management teams identify California State University eligible students that currently will not be offered admissions by Cal Poly due to impaction criteria
- b. Determine the most secure method of data transfer that assure protection of Level 1 data.

During the confirmed time period Cal Poly agree to the following:

- a. Will modify admission communications to identified students that endorse Humboldt State as a viable alternative for their college aspirations.
- b. Provide a data file with necessary contact, contact preference (e.g. opt-out), and application data that is upload ready for Peoplesoft with all admission application information.
- c. Will communicate to identified applicants that the Free Application for Federal Student Aid (FAFSA) should be submitted with the HSU FAFSA Code.
- d. Share data confirms completion of any California State University mandated requirements, such immunization records, test scores, etc., that will minimize the need for an applicant to redo the process at Humboldt State University.

During the confirmed time period Humboldt State University agree to the following:

- a. that HSU will provide Cal Poly a list of majors that are to be included in this effort.
- b. that Humboldt State University will securely store the data provided by Cal Poly and utilize in an appropriate manner.
- c. Clearly identifying Humboldt State in the initial communication to identified students is partnering with Cal Poly to offer admissions.
- d. Cal Poly applicants will be provided a list of academic programs at HSU and the process by which to declare that major once HSU receives their application from SLO.
- e. HSU will inform students of the next steps that assure a successful transition to HSU, which include but not limited too, submitting the Free Application for Federal Student Aid to HSU, University Housing Options, and provide the option to visit campus.

Termination

This MOU can be terminated by either party at any time by providing notice in writing to the other party.

Amendment

This MOU may be amended by either party at any time by providing notice in writing to the other party.

Notice

All notices, requests, demands, amendments, modifications, bills, or payments under this Memorandum of Understanding shall be in writing.

Notice to HSU: Humboldt State University
 Department of Contracts & Procurement
 1 Harpst Street
 Arcata, CA 95521
procure@humboldt.edu

Notice to Cal Poly: California Polytechnic State University - San Luis Obispo
 1 Grand Avenue
 San Luis Obispo CA 93407
 Appropriate Email

Consideration

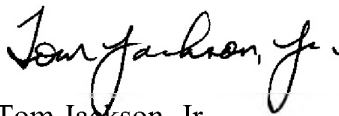
Exchange of value will depend on the type of partnership. Future terms of exchange will be mutually agreed upon by both parties. This value will be outlined in a new agreement or as an addendum to this MOU.

Authorization

Each individual executing this Memorandum of Understanding, or its counterpart, on behalf of the respective party, warrants that he/she is authorized to do so and that this Memorandum of Understanding constitutes the legally binding obligation of the entity which he/she represents.

Mutual Indemnification

Each party (individually herein as “Indemnifying Party”) shall indemnify, defend, and hold harmless to the full extent permitted by law, the other party, its governing body, officers, agents, employees, and volunteers (collectively, “Indemnified Party”) from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, “Liability”) of every nature arising out of or in connection with Indemnifying Party’s performance or failure to comply with any of its obligations under this Memorandum of Understanding, except such Liability caused by or arising from the sole negligence or willful misconduct of the Indemnified Party.



Date: May 20, 2020

Tom Jackson, Jr.
President, Humboldt State University



Date: May 20, 2020

Jeffrey D. Armstrong
President, California Polytechnic State University - San Luis Obispo