

## Exigency Transfer Agreement Between Hampshire College and Bennington College

*EFFECTIVE DATE : October 8, 2021*

Hampshire College and Bennington College, both institutions of higher education accredited by the New England Commission on Higher Education ("NECHE"), enter into this Exigency Transfer Agreement to enable eligible currently enrolled Hampshire College students to complete a baccalaureate degree at Bennington College, subject to the terms and conditions set forth herein. Both Hampshire College and Bennington College enter into this Agreement with an understanding that the terms enumerated herein should serve as guidelines to foster student success.

Hampshire College and Bennington College agree to the following:

1. The Agreement becomes effective in the event that: Hampshire College notifies Bennington College that Hampshire College is no longer able to continue its instructional program; such notice is provided by Hampshire College to Bennington College at least one full semester before Hampshire College ceases providing any instructional programs in which students are enrolled; and both NECHE and the BHE have approved all terms and conditions of this Agreement.

2. The obligations described in this Agreement shall terminate on the date when either of the following conditions have occurred ("Termination Date"):

- a. Each Hampshire student accepted by and matriculated into Bennington College pursuant to this Agreement has either: graduated from Bennington College; transferred from Bennington College to another institution; or otherwise has failed to be continuously enrolled at Bennington College for more than one semester (excepting students on medical or personal leaves approved by Bennington College); or
- b. Six years from the date when this Agreement goes into effect.

3. Bennington College will waive admission application fees for Hampshire College students applying for transfer admission after this Agreement goes into effect.

a. Hampshire College students will be required to submit an online application and provide official transcripts of all undergraduate coursework. Official documents received directly from Hampshire College will be acceptable.

b. International students must also provide official TOEFL or IELTS scores, transcript evaluations (if applicable), and affidavit of financial support, copy of passport and visa, I-94, and SEVIS Transfer Eligibility Verification Form in order to be able to transfer under this Agreement.

c. The application deadline and the date of matriculation will be set by Bennington College based on the date when this Agreement goes into effect. Any Hampshire College student who fails to apply, be accepted, and matriculate at Bennington College by these dates shall be excluded from this Agreement.

4. Bennington College will accept only matriculated Hampshire College students who are in good academic and disciplinary standing at Hampshire College as of the date of application; remain in good academic and disciplinary standing through the date of matriculation to Bennington College, and who meet the minimum eligibility requirements of the applicable academic program(s) at Bennington College.

5. The academic leadership of Hampshire College and Bennington College shall work together in good faith to identify appropriate transfer admissions criteria for Hampshire College student transferees.

6. Bennington College will make a good faith effort to accommodate as many transfer credits as possible for each Hampshire College student transferee, including internships, practica and other evaluated learning activities, while maintaining Bennington College's academic standards. The academic leadership of Hampshire College and Bennington College shall work together to identify the coursework of each Hampshire College student transferee that would satisfy the applicable curricular requirements of Bennington College. Furthermore, Bennington College will waive its two-year residency requirement for Hampshire College students transferring during this agreement.

7. Until the Termination Date, Bennington College will assess tuition, fees, room, board, and other charges for Hampshire College students on the same basis as all other transfer students and will apply the same standards, practices, and policies of eligibility for financial aid as all other transfer students. Bennington College will make every effort to match the institutional financial aid awards for any Hampshire College student transferring in to Bennington College, if any, granted to the student by Hampshire College during the year this Agreement goes into effect.

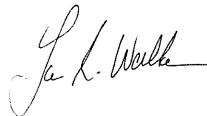
IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives, effective as of the date above written:

HAMPSHIRE COLLEGE BENNINGTON COLLEGE



Name: Edward Wingenbach  
President

Date: 12-8-21



Name: Laura R. Walker  
President

Date: 10/7/21