

Marywood University

Policies and Procedures

Student Handbook

Force Majeure Policy

I. Purpose

Marywood University is committed to fulfilling its educational mission under all circumstances. This policy establishes the University's rights and responsibilities, and those of its students, when extraordinary events beyond the University's reasonable control require a temporary modification to the method or modality of course and program delivery.

II. Scope

This policy applies to all students enrolled at Marywood University, regardless of program, level, or mode of study. It applies to all academic programs, courses, and related institutional activities delivered on-campus, online, or in a hybrid format.

III. Definition of Force Majeure

For purposes of this policy, a "Force Majeure event" shall mean any act, circumstance, or occurrence that is beyond the reasonable control of the University and unavoidable despite the exercise of reasonable diligence. Force Majeure events include, but are not limited to:

- Acts of God, including fire, earthquake, flood, severe weather, or natural disaster
- Pandemic, epidemic, viral outbreak, or public health emergency
- Quarantine restrictions, government-ordered shelter-in-place orders, or restrictions on public gatherings or travel
- Acts of government or any federal, state, or local authority that render in-person operations illegal or impractical
- Strikes, labor disturbances, or work stoppages
- Terrorism, civil unrest, riots, or acts of war
- Extended interruption of essential utility services, including electrical, water, internet, or telecommunications
- Any other cause, like or unlike those enumerated above, that is outside the University's reasonable control, and that renders normal campus operations illegal, impractical, or unsafe

IV. Academic Continuity and Instructional Delivery

In the event of a Force Majeure, Marywood University may, at its sole discretion, modify the method or modality of course and program delivery, including, but not limited to, transitioning from in-person to remote or online instruction, in order to preserve the continuity of the educational experience and protect the health, safety, and well-being of students, faculty, staff, and the broader community.

A change in instructional modality does not alter the University's fundamental obligation to provide instruction and educational programming consistent with the curriculum and academic requirements of the relevant program. Marywood University shall make reasonable efforts to maintain the quality and rigor of instruction when delivery methods are modified.

V. Co-Curricular Activities and Campus Programs

A Force Majeure event may also necessitate the temporary suspension, modification, or cancellation of co-curricular activities, including intercollegiate and club athletics, student organizations, campus events, and other programs and services not directly tied to academic instruction. The University reserves the right to suspend or modify such activities at its sole discretion when necessary to protect the health, safety, and well-being of students, faculty, staff, and the broader community.

The suspension or modification of co-curricular activities resulting from a Force Majeure event shall not constitute a breach of any University obligation, and the University assumes no liability for any resulting inconvenience, loss of participation, or related costs incurred by students or third parties.

VI. Student Financial Responsibility

A Force Majeure event that necessitates a change in the modality of course or program delivery does not relieve a student of their financial obligations to Marywood University. When the University continues to provide instruction and educational programming, whether in-person, remotely, or through a combination of modalities, the agreed-upon tuition and applicable fees remain due and payable in accordance with the terms of the student's enrollment agreement.

In situations where campus facilities are temporarily unavailable or restricted, fees specifically associated with those facilities, such as room and board, may be reviewed and adjusted at the University's discretion, consistent with applicable University policy and any regulatory requirements.

Students are encouraged to consult the University's Refund Policy and their Student Financial Responsibility Agreement for applicable terms. Questions regarding financial obligations during a Force Majeure event should be directed to the Office of Student Accounts.

VII. Limitation of Liability

Marywood University assumes no responsibility or liability for any loss, inconvenience, or damage, direct, indirect, consequential, or otherwise, arising from a Force Majeure

event or from the University's good-faith response to such an event, including any decision to modify, suspend, or alter instructional delivery, campus operations, or institutional services. The University's response to a Force Majeure event shall be guided by the health, safety, and educational welfare of all members of the Marywood community.

VIII. Authority and Implementation

The President of Marywood University, or designee, is authorized to declare a Force Majeure event and to determine the appropriate institutional response, in consultation with the Chief Academic Officer, the Vice President for Finance and Administration, and other relevant University officials as circumstances require. Academic continuity plans developed in response to a Force Majeure event will be communicated to students, faculty, and staff in a timely manner through official University channels.

IX. Related Policies

- *Student Financial Responsibility Agreement*
- *Severe Weather Policy*
- *Safe University Environment Policy*
- *Tuition and Fee Refund Policy*, a policy of the Student Accounts Office
- University Catalog, Academic Calendar and Course Delivery

History of the Policy

2026-06-11 – The President of the University established the policy upon recommendation of the Chief Academic Officer, Interim, Vice President of Finance and Administration, Interim, and Director of Student Financial Services and Special Projects.