

JOHNSON & WALES UNIVERSITY TRANSFER ARTICULATION AGREEMENT

This Transfer Articulation Agreement, including any exhibits, incorporated by reference herein ("Agreement"), is hereby made and entered into between Johnson & Wales University, a Rhode Island nonprofit organization, located at 8 Abbott Park Place, Providence, RI 02903 ("JWU" or "University"), and the Spartanburg Methodist College, a South Carolina a non-profit higher education institution, with a principal place of business located at 1750 Powell Mill Road, Spartanburg, SC 29301 ("SMC" or "Partner"), each a "Party" and, collectively, the "Parties." This Agreement is effective on the last date signed by both Parties ("Effective Date").

WHEREAS, this Agreement is formed to provide students a coordinated higher educational opportunity and establish a pathway for SMC students to transfer to JWU as set forth in Exhibit A.

NOW, THEREFORE, in consideration of their mutual promises and other good and valuable consideration, the Parties agree as follows:

I. Schedule of Exhibits

A. Exhibit A: Transfer Guide

1. Exhibit A contains the currently applicable program and program documents, as may be modified from year to year. Exhibit A is based on JWU's most current, presently applicable catalog, and is subject to change annually.
2. A course from SMC may be accepted in transfer for one of multiple different courses within different majors at JWU.

II. Nature of Agreement

A. As noted above, the purpose of this Agreement is to enable the efficient transfer of SMC graduates to JWU into certain academic programs, as identified in Exhibit A.

B. This purpose shall be effectuated by:

1. Identifying all required and equivalent courses for the relevant programs at each institution, and
2. Facilitating credit transfer for students who meet the agreed-upon criteria.

C. This Agreement does not preclude either Party from entering into similar agreements with other institutions of higher learning or any other types of agreements. This agreement creates no exclusivity whatsoever, and both Parties are independent contractors, forming no fiduciary, joint or special relationship with one another.

D. The relevant program coordinator and/or academic chair of each Party shall be the point person for implementing this Agreement and for conducting periodic reviews of this Agreement, which shall be done in accordance with updates in curriculum.

III. Terms and Conditions of Transfer

- A. SMC students must select a major to ensure proper awarding of transfer credit.
- B. SMC students must have a minimum 3.0 GPA.
- C. Only courses with an earned grade of "C" (2.0) or higher will be accepted in transfer.
- D. SMC students must complete and have been awarded their Associate in Science degree as indicated in Exhibit A.
- E. Developmental and English Second Language (ESL) classes will not be accepted.
- F. SMC students are responsible for meeting JWU prerequisites, if any.
- G. JWU will evaluate credit transfers course-by-course to reflect SMC students' chosen majors and JWU shall retain authority to make all credit transfer decisions.
- H. SMC credit hours must equate to the course credit hours assigned to JWU courses.
- I. The application and distribution of credits transferred may vary depending on the programs of study the SMC student chooses to pursue.
- J. SMC students must otherwise meet the admissions standards and comply with the admissions procedures of JWU.

IV. Participation and Advisement

- A. The Parties agree to make the attached transfer guides (Exhibit A) available to students and advisors as appropriate.
- B. The Parties agree to notify each other promptly, in writing, of substantive changes in the curricula that might affect this Agreement.
- C. SMC agrees to communicate to its students any substantive changes to this Agreement made by either Party.
- D. The Parties shall encourage students to discuss their individual study plans with an academic advisor soon after their arrival at JWU.

V. Scholarships

- A. JWU will offer scholarships to eligible SMC students in its sole discretion. Transfer scholarships are awarded to outstanding, accepted incoming transfer students who plan to continue their education at JWU bachelor's degree program. These awards vary and are renewable up to four years of full-time, undergraduate day school study. Eligibility is determined during the review of the admission application.

VI. Compliance and Information Sharing

A. Both Parties agree to comply with all applicable federal, state, and local laws, ordinances, regulations, and rules in connection with their performance pursuant to this Agreement. This includes, but is not limited to (1) all federal, state, and local laws, ordinances, regulations, and rules prohibiting discrimination on the basis of age, color, creed disability, gender identity or expression, genetic information, handicap, marital status, national origin, race, religion, sex, sexual orientation, gender identity or expression, veteran's status, or any other protected class and (2) the Family Educational Rights and Privacy Act ("FERPA").

B. Each Party shall maintain its accreditation and shall satisfy applicable licensing requirements through the Term of this Agreement.

C. The Parties shall cooperate in sharing information as necessary to perform the activities outlined herein consistent with and as permitted by applicable law, including but not limited to FERPA.

VII. Term and Termination

A. This Agreement will commence on the Effective Date and terminate on May 1, 2028.

B. Either Party may terminate this Agreement on 60 days written notice to the other party for any reason or no reason at all.

C. Either Party may terminate this Agreement on 30 days' written notice to the other Party, if the other Party materially breaches the Agreement and such material breach goes uncured after 30 days' to the party in breach.

D. Either Party may terminate this Agreement immediately by written notice to the other Party upon the occurrence of any of the following events involving the other Party: (1) bankruptcy, dissolution, or receivership of the other Party, and (2) loss of accreditation or licensure of the other Party or notice to such other Party that such Party does not satisfy applicable accreditation or licensure requirements, with each Party to promptly notify the other if any of the foregoing occurs.

VIII. Limitation of Liability

A. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE FOR ANY LOST PROFITS OR REVENUES OR FOR ANY CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT, PUNITIVE, OR SPECIAL DAMAGES ARISING OUT OF, IN CONNECTION WITH, OR RELATED TO THIS AGREEMENT, EVEN IF THEY ARE BASED ON NEGLIGENCE OR GROSS NEGLIGENCE AND SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY FOR ANY DAMAGES EXCEED ONE THOUSAND DOLLARS (\$1,000.00).

IX. General Provisions

A. **Notices.** All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given and received: (i) if mailed by United States registered or certified mail, return receipt requested, postage prepaid, on the date of receipt as disclosed on the applicable return receipt; (ii) if sent by a reputable overnight courier service that promises next business day delivery, on the next business day after mailing; (iii) if sent by hand delivery, on the date delivered;

and (iv) if sent by electronic mail, on the date sent and transmission is confirmed. Rejection or other refusal to accept or the inability to deliver due to a changed address for which no notice was given shall be deemed receipt of any such notice. All notices hereunder shall be addressed as indicated below or as otherwise specified by the Parties by notifying each other of the same in writing from time to time as provided herein.

If to University:

Johnson & Wales University
Attn: Maria Tristao-Rocha
Director of Transfer and Testing Services
8 Abbott Park Place
Providence, RI 02903
E-mail: maria.tristaorocha@jwu.edu
Telephone: 401-598-4437

With a copy to:

Johnson & Wales University
Attn: General Counsel
8 Abbott Park Place
Providence, RI 02903
E-mail: OGC.JWU@jwu.edu
Telephone: 401-598-5155

If to Partner:

Spartanburg Methodist College
Attn: Jill Johnson, Registrar
1750 Powell Mill Road
Spartanburg, SC 29301
E-mail: johnsoj@smcsc.edu
Telephone: 864-587-4232

B. Liaison Designation. Each Party shall designate an appropriate liaison for implementing this Agreement and for conducting periodic reviews of this Agreement, which shall be done according to updates in curriculum.

C. Publicity and Intellectual Property. Each Party may publicize this program subject to written pre-approval by the other Party. Neither Party shall use the name, logos, marks, or other trademarks or intellectual property of the other without written pre-approval.

D. Force Majeure. Neither Party will be liable for failure or delay to perform under this Agreement if such failure or delay is due to circumstances beyond the reasonable control of the applicable Party. Such circumstances include, without limitation, acts of God; communicable diseases, epidemics, and pandemics (including without limitation the coronavirus or COVID-19); fire; flood; government acts or orders; interruption of utility services; local, regional, or state emergencies; quarantines; severe weather; war, and other causes, whether similar in kind to the foregoing or otherwise, beyond the applicable Party's reasonable control ("Force Majeure"). The Party claiming a Force Majeure must take reasonable steps to minimize the impact thereof. The Party claiming a Force Majeure must give the other Party written notice within 10 days of the Force Majeure commencing, which notice shall describe the Force Majeure and the actions taken to

minimize the impact thereof. If a Force Majeure continues for more than 15 consecutive days, either Party may terminate this Agreement on written notice to the other Party with no further liability or penalty to either Party other than liabilities or obligations accrued prior to the termination.

E. **No Joint Venture.** Each Party will perform all obligations under this Agreement as an independent contractor, and none of a Party's employees shall be deemed the other Party's employees. Both Parties may enter into similar transfer articulation agreements with other organizations and higher education institutions and neither Party must transfer students or accept transfers exclusively from each other. Nothing herein contained shall be deemed to constitute any Party an agent, fiduciary, legal representative, or partner of the other Party, or to create a joint venture, agency, fiduciary, partnership, or any such relationship between the Parties. The obligations of each Party hereunder are individual and neither collective nor joint in nature.

F. **Governing Law; Consent to Jurisdiction.** This Agreement and the performance hereunder shall be construed and enforced in accordance with the laws of Rhode Island ("Premises State") without reference to the rules of the conflicts of laws or any choice of law principle that would dictate the application of the law of another jurisdiction. In any action, counterclaim, or proceeding arising from, connected with, or in any way relating to this Agreement or the acts hereunder, the Parties hereby consent to Premises State, and, only if such federal courts lack jurisdiction, on the state courts in Premises State. Notwithstanding the foregoing, either Party may seek to appeal to the United States Court of Appeals with jurisdiction over the Premises State or the United States Supreme Court. The Parties expressly waive any objections to forum, personal jurisdiction, or venue in any federal or state courts noted herein.

G. **Waiver of Jury Trial.** Each Party, so far as permitted by law, waives and will **WAIVE TRIAL BY JURY** in any action, counterclaim, or proceeding brought by either of the Parties hereto against the other on any matters whatsoever arising from, connected with, or in any way relating to this Agreement or the acts hereunder.

H. **Construction.** This Agreement was negotiated and reviewed by all Parties and their respective legal counsel. No portion of this Agreement shall be construed against any purported drafting Party.

I. **Recitals and Headings.** Any and all recitals set forth herein are hereby deemed to be true and correct and shall further be deemed incorporated by reference into and made a part hereof. The headings set forth herein are for convenience and reference only and do not define, extend, or limit the scope of this Agreement in any way.

J. **Non-Waiver.** The failure of either Party to object to or take affirmative action with respect to any conduct of the other which is in violation of any provision of this Agreement shall not be construed as a waiver of that violation or of any future violations of any provision of this Agreement.

K. **Amendments.** This Agreement may not be altered, amended, changed, modified, or waived unless such alteration, amendment, change, modification, or waiver is in writing and signed by all Parties to this Agreement.

L. **Binding Effect on Parties; No Third-Party Beneficiaries.** This Agreement inures solely to the benefit of and is solely binding upon the Parties. Nothing in this Agreement shall be construed to create any duty to or standard of care with reference to, or any liability to, or any benefit for, any person not a Party to this Agreement.

M. **Survival.** All warranties, representations, indemnification, intellectual property and confidentiality terms and provisions shall survive the expiration or termination of this Agreement. Further, the provisions of this Agreement that, by their terms, are to survive the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

N. **Severability.** If any provision, phrase, or portion of this Agreement is, for any reason, held or adjudged to be invalid, illegal, or unenforceable by any court of competent jurisdiction, such provision, phrase, or portion so adjudged will be deemed separate, severable, and independent, and the remainder of this Agreement will be and remain in full force and effect and will not be invalidated or rendered illegal or unenforceable or otherwise affected by such adjudication, provided that the basic purpose of this Agreement and the benefits to the Parties are not substantially impaired.

O. **Entire Agreement.** This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all other agreements, negotiations, or understandings, whether written and oral, between the Parties relating to the subject matter hereof. Should a direct or indirect conflict arise between this Agreement and any attachment, the terms of this Agreement shall prevail.

P. **Counterparts and Transmission.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement. In making proof of this Agreement, it shall not be necessary to produce or account for more than one counterpart signed by each of the Parties hereto. This Agreement may be executed and delivered by pdf and/or electronic signature and transmission.

Q. **Drafts or Unsigned Versions Not Binding.** Submission of this instrument for examination or signature does not constitute an offer or an option, and it is not binding, effective, or enforceable as an agreement or otherwise until both Parties sign and exchange copies of their signature pages.

In witness whereof, the Parties hereto have executed this Agreement by their duly authorized representatives.

JOHNSON & WALES UNIVERSITY (signature):
Name: Richard Wiscott, Ph.D. <i>Richard Wiscott, Ph.D. Provost</i>
Title: Provost
Date: February 27, 2026

Spartanburg Methodist College (signatures):
Name: Curt Laird, Ph.D. <i>Curt Laird</i>
Title: Provost & Executive Vice President for Academic Affairs
Date: <i>3/2/26</i>

Exhibit A

The articulation set forth below is based on the JWU 2025-2026 catalog and will be in effect pursuant to subsequent catalogs issued during the term of this Agreement, unless there is a material change to the JWU program curricula or requirements, in which case Exhibit A will be amended as provided above.

Health Science B.S.

Students from SMC who receive an Associate in Science Degree will be eligible to enter the Health Science B.S. program at JWU.

- Students must complete and have been awarded their Associate in Science Degree.
- Developmental and ESL classes will not be accepted.

Spartanburg Methodist College Associate in Science Degree	Sem Crs	Johnson & Wales University Health Science B.S.	Sem Crs
Subject/Course Requirement			
English ENGL 101 English Composition I ENGL 102 English Composition II Literature or English 250	3 3 3	Arts & Science Elective ENG 1020 Rhetoric & Composition I Free Elective	3 3 3
Computer Science One CSCI Course	3	Free Elective	3
History HIST 101 HIST 102 HIST 112 HIST 201 HIST 202	3	Arts & Science Elective	3
SMC Group SMC 101 SMC 201	1 1	Free Elective Free Elective	1 1
Mathematics MATH 112 (recommended) MATH 120 MATH 121 MATH 122 MATH 150 (recommended) MATH 210 MATH 221 MATH 222	6 Or 8	MATH 2001 Statistics I MATH1030 Precalculus	3 3
Health and Wellness PHED 121 Health 101 Health 201 Health 240 (recommended)	3	SCI1050 Nutrition	3
Public Speaking SPCH 201	3	ENG 1030 Communication Skills	3
Religion RELI 103 RELI 211	3	Experiencing Elective	3

RELI 212 RELI 215 RELI 220			
Science Science – 8 credits (other than physical science or Biology 106): BIOL 210 Human Anatomy and Physiology I (recommended) BIOL 211 Human Anatomy and Physiology II (recommended) Science or MATH -3 or 4 (other than physical science or Biology 106): BIOL 230 Microbiology (recommended)	4 4 4	BIO 2003 Human Anatomy and Physiology I BIO 2006 Human Anatomy and Physiology I Lab BIO2013 Human Anatomy and Physiology II BIO2016 Human Anatomy and Physiology II Lab BIO 2201 General Microbiology BIO2206 General Microbiology Lab	3 1 3 1 3 1
Social Science Social Science (HIST and Social Work NOT recommended)	3	Interacting Elective	3
Electives (14 credits) PSYC101 General Psychology (recommended) PSYC 201 Developmental Psychology (recommended) BIOL101 Principles of Biology I (recommended) CHEM101 General Chemistry I (recommended)	3 3 4 4	PSYC 1001 Introductory Psychology PSYC 2030 Developmental Psychology BIO 1011 General Biology-Cellular BIO 1016 General Biology Lab-Cellular CHM 1011 General Chemistry I CHM 1016 General Chemistry I Lab	3 3 3 1 3 1
Total Semester Credits	61	Total Semester Credits	61

Some courses listed in this agreement are either **recommended** or **not recommended** for maximum transfer credit based on the chosen JWU major; however, if the recommended course is not taken, it will be evaluated on an individual basis to ensure the proper awarding of transfer credit, if applicable.

Students from SMC with a **Associate in Science Degree**, will be required to complete the following courses at JWU to receive their **Health Science B.S.** Students are responsible for meeting course prerequisites, if any.

Johnson & Wales University Health Science B.S.	Sem. Credits
Major Courses	
BIOL022 General Biology-Organismal	3
BIOL026 General Biology Laboratory-Organismal	1
HSC 1010 Introduction to Health Professions	1
HSC 1100 Determinants of Health	3
HSC 1230 Introduction to Public Health	3
HSC 2100 Epidemiology	3
HSC 2400 Research Methods for Health Science	3
HSC 4900 Data & Evidence in Health: Research Capstone	3
Related Professional Studies	
CHM 1022 General Chemistry II	3
CHM 1026 General Chemistry II Laboratory	1
CULN 2414 Cooking for Health and Wellness	3
Free Electives	

Free Elective	4
Major Electives	
Choose from the following: BIO, CHM, ESS, HSC, PHY, PSYC, SCI, SOC	11
Applied/Experiential Learning	
CHW 4799 College of Health & Wellness Internship	6
University Core Curriculum	
<i>Communicating</i>	
ENG 1021 Rhetoric & Composition II	3
<i>Connecting</i>	
One Course at the 2000-level (ECNG)	3
One Course at the 4000-level (ECNG)	3
<i>Experiencing</i>	
PIDL3240 Ethics: A Global Perspective	3
Total Semester Credits Remaining	60