

**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 non-profit organization, located at 8 Abbott Park Place, Providence, RI 02903 (“JWU” or “University”), and At-Sunrice GlobalChef Academy, a private Singapore limited organization (At-Sunrice), 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 the smooth transfer of At-Sunrice students to JWU into the programs and/or courses of study identified 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 programs and program documents, as may be modified from year to year. The courses referenced in this Agreement are based on JWU’s 2024 – 2025 Catalog.

II. Nature of Agreement

- A. As noted above, the purpose of this Agreement is to enable the smooth transfer of graduates of At-Sunrice 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 whatever, and both Parties are independent contractors, forming no fiduciary, joint, or special relationship with one another.
- D. The relevant program coordinator and/or academic department 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 according to updated curriculum.

III. Terms and Conditions

- A. Students must successfully graduate from the At-Sunrice diploma program. Students must select a major at JWU to ensure the proper awarding of transfer credit.
- B. Prior to transfer to JWU, students must complete and have been awarded their Diploma in Culinary Arts Diploma or Diploma in Pastry and Baking according to the minimum grade requirements of C or better for the award of the diploma.

- C. Only courses with an earned grade equivalent to a “C” (2.0) or higher will be accepted in transfer.
- D. Developmental and ESL classes will not be accepted in transfer.
- E. Students are responsible for meeting prerequisites for admission to JWU.
- F. JWU will evaluate students At-Sunrice course to determine eligibility into JWU programs and/or majors.
- G. Students applications and distribution of credits transferred to JWU may vary depending on the student’s program of study the At-Sunrice.
- H. At-Sunrice students must otherwise meet the admissions standards and comply with the admissions procedures of JWU.
- I. Additionally, students are responsible for meeting JWU’s English Language Proficiency requirements, available at: <https://catalog.jwu.edu/admissions/applying/international/englishproficiencyrequirements/>

IV. Communicating and Advising

- A. The Parties agree to make the attached transfer guide (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 materially affect this Agreement.
- C. At-Sunrice 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 upon enrollment at JWU.

V. Scholarships

- A. JWU will offer scholarships to eligible At-Sunrice students. Scholarships are available to undergraduate students based on grade point average (GPA) at the time of acceptance.

VI. Terms and Termination

- A. This agreement will commence on the Effective Date and will terminate on May 1, 2027, unless earlier terminated by either Party as described herein.
- B. Either Party may terminate this Agreement for any reason or no reason on written notice of 60 days to the other Party.
- C. Notwithstanding anything to the contrary herein, either Party may terminate this Agreement immediately on written notice if the other Party materially breaches the Agreement.
- D. Notwithstanding anything to the contrary herein, 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 (3) either party violates any applicable federal, state, or local law, ordinance, regulation, rule, or statute.

VII. 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.

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: Fay Adams
Senior International Credentials Evaluator
8 Abbott Park Place
Providence, RI 02903
E-mail: fay.adams@jwu.edu

Jason R. Evans
Dean, College of Food Innovation &
Technology
8 Abbott Park Place
Providence, RI 02903
E-mail: jason.evans@jwu.edu

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 At-Sunrice

Dr. Kishor Chandran
Director of Academics and Special Projects
kishor_chandran@at-sunrice.edu.sg

Phyllis Ong
Executive Director
phyllis_ong@at-sunrice.edu.sg

Dr. Kwan Lui
Founder/Director
At-Sunrice GlobalChef Academy
28 Tai Seng Street, Level 5
Singapore 534106
Tel: +65 6416 6688

- 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 including without limitation in any advertising, marketing, or publicity materials without such party's written consent, which may be revoked or rescinded at any time for any reason.
- 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 not Party's employees shall be deemed the other Party's employees. Neither Party agrees to use the other Party exclusively, nor both Parties may enter into similar agreements with other organizations as they deem fit. 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 and confer exclusive jurisdiction on the federal courts in 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.
Title: Provost
Date:

At-Sunrice GlobalChef Academy (signatures):
Name:
Title:

Date:

At-Sunrice GlobalChef Academy (signatures):
Name:
Title:
Date:

Exhibit A

Food & Beverage Entrepreneurship B.S (Culinary Option)

Students from At-Sunrice who receive a Diploma in Culinary Arts will be eligible to enter the Food & Beverage Entrepreneurship B.S. program at JWU.

- Students must complete and have been awarded their Diploma in Culinary Arts which is comprised of the following courses.

At-Sunrice GlobalChef Academy At-Sunrice Diploma in Culinary Arts	Class Hours	Johnson & Wales University <i>Food & Beverage Entrepreneurship B.S.</i>	Sem. Crs.
Major Requirements			
Orientation	8	Foundation Courses (36 credits) Culinary Arts CUL1100 Introduction to Culinary Skills and Techniques CUL1210 Breakfast & Lunch Café CUL1320 Elements of à la Minute Cooking CUL1410 Contemporary Cooking & Leadership Functions CUL2510 Contemporary Restaurant Operations and Management CUL2610 Baking and Pastry Concepts for Culinary Operations Free Electives CUL2710 Banquets and Catering CUL2810 Global a la Carte Related Professional Studies FYS1020 First Year Seminar	24
Food Safety Course Level 1	6		
Maintain Safe and Secure Working Environment	6		
Maintain Food & Beverage Production Environment	6		
Maintain Quality Control Procedures	12		
Prepare Equipment and Ingredients	6		
Demonstrate Basic Knife Skills	6		
Prepare Spices, Seasonings and Marinades	12		
Prepare Vegetables, Fruits, Nuts and Mushrooms	6		
Prepare Meat and Poultry for Cooking	12		
Prepare Fish and Seafood for Cooking	12		
Demonstrate Basic Dry Heat Cooking Methods	24		
Demonstrate Basic Moist Heat Cooking Methods	24		
Prepare Basic Western Stocks and Soups	18		
Prepare Western Foundation Sauces	18		
Prepare Cold Plates and Garnishes	12		
Prepare Pasta	6		
Prepare Basic Indian Breads	12		
Make Basic Breads	18		
Make Muffins and Scones	6		
Solve Problems and Make Decisions at Operational Level	12		
Cultivate a Productivity and Innovative Mindset	12		
Interact and Serve Food & Beverage Customers	12		
Facilitate Effective Communication & Engagement at Workplace	18		
Supervise Quality Procedures	18		
Facilitate Effective Work Teams	12		
Maintain Workplace Safety and Health Policies and Procedures	12		
Establish Relationships for Customer Confidence	18		
Demonstrate Advanced Moist Heat Cooking Techniques	24		
Prepare Sandwiches	12		
Prepare Singapore Heritage Dishes	6		
Understand Nutritional Knowledge and Dietary Requirements	12		
Demonstrate Sous Vide Method	6		

Carve Fruits and Vegetables for Food Presentation	12		
Prepare Advanced Chinese Noodle Dishes	6		
Prepare Advanced Chinese Soup & Broth Dishes	6		
Prepare Advanced Chinese Rice Dishes	6		
Prepare Advanced Chinese Stir Fried Dishes	6		
Prepare Advanced Dim Sum Dishes	12		
Conduct Staff Performance Assessment Processes	18		
Supervise Food Production	12		
Maintain Inventories	12		
Administer Purchasing and Receiving Procedures	12		
Make Hot and Cold Desserts	18		
Prepare and Serve Wines	12		
Prepare and Serve Alcoholic Beverages	12		
Produce La Mien and La Mien Dishes	18		
Prepare Herb & Spice Blends of Various Cuisines	6		
Use Herbs & Spices in Various Cuisine Preparation and Presentation	6		
Apply Sensory Analysis to Food & Beverage Preparation and Presentation	6		
Prepare Various Types of Cuisines	66		
Manage Crisis Situations	18		
Solve Problems and Make Decisions at Managerial Level	12		
Lead Workplace Communication and Engagement	12		
Implement Site/Outlet and Equipment Maintenance Plan	12		
Maintain Displays	12		
Spice Odyssey CAPSTONE PROJECT	12		
Develop Menu	12	FSM2045 Introduction to Menu Planning & Cost Controls	3
Develop and Implement Budget	30		
Total Number of Classroom Hours	770		
Industrial Attachment	1056	CFIT2699 Coll. of Food Innovation & Technology Intermediate Internship	12
Total Number of Hours	1826	Total Semester Credits	40

Students from At-Sunrice GlobalChef Academy with a Diploma in Culinary Arts will be required to complete the following courses at Johnson & Wales University to receive their Food & Beverage Entrepreneurship B.S.

Johnson & Wales University		Semester Credits
<i>Food & Beverage Entrepreneurship B.S.</i>		
Course #	Course Title	
ENTR2001	Introduction to Entrepreneurship	3
ENTR2030	Pitching & Planning New Ventures	3
ENTR3015	Small Business Management	3
ENTR3030	Marketing for Entrepreneurs	3
ENTR4010	Change and Innovation Management	3
ENTR4055	Entrepreneurship Seminar	3
FSM3035	Supervision for Food Service Professionals	3
FSM3040	Food Service Financial Systems	3
FSM3215	Culinary Operations and Facility Mgt	3
LAW2001	The Legal Environment of Business I	3
CAR0010	Career Management	1
FSM1165	The Food Safety Manager**	1
Electives	Free Elective	3
Electives	Free Elective	3
Electives	Free Elective	3
ENG1020	Rhetoric & Composition I	3
ENG1021	Rhetoric & Composition II	3
ENG1030	Communication Skills	3
ILS@2999	Integrative Learning - 2000 Level	3
ILS@4999	Integrative Learning - 4000 Level	3
PHIL3240	Ethics: A Global Perspective	3
Select One	Course from ART, HIST, HUM, LIT, or REL	3
MATH1002	A Survey of College Mathematics (or higher, based on placement)	3
MATH2001	Statistics I	3
SCII050	Nutrition	3
ECON1002	Microeconomics	3
Select One	Course from ANTH, GEND, LEAD, PSCI, PSYC, RES, or SOC	3
ECON1001	Macroeconomics	3
A&S Elective	One course with an EASC attribute	3
Total credit remaining 83		83

**Students must pass a national exam that is recognized by the Conference for Food Protection as a graduation requirement.

Food & Beverage Entrepreneurship B.S (Baking Option)

Students from At-Sunrice who receive a Diploma in Pastry and Bakery will be eligible to enter the Food & Beverage Entrepreneurship B.S. program at JWU.

- Students must complete and have been awarded their Diploma in Pastry and Bakery

At-Sunrice GlobalChef Academy At-Sunrice Diploma in Pastry & Bakery	Class Hours	Johnson & Wales University <i>Food & Beverage Entrepreneurship B.S.</i>	Sem. Crs.		
Orientation	8	Foundation Courses (39 credits) BPA1701 Foundations of Baking and Pastry BPA1710 Principles of Cake Production and Design BPA1720 Plated Desserts BPA1730 Artisan Bread & Viennoiserie I BPA1750 Chocolate, Confections & Mignardise BPA2720 Artisan Café	24		
Food Safety Course Level 1	6				
Interact and Serve Food & Beverage Customers	12				
Maintain Safe and Secure Working Environment	6				
Maintain Food & Beverage Production Environment	6				
Maintain Quality Control Procedures	12				
Prepare Equipment and Ingredients	6				
Demonstrate Baking Techniques, Mixing Methods and Piping Skills	48			Free Electives	
Make Cookies	6			CUL2710 Banquets and Catering	
Prepare Basic Malay Desserts	12			CUL2810 Global a la Carte	
Prepare Basic Chinese Desserts	12			Related Professional Studies FYS1020 First Year Seminar	1
Make Choux Pastries	18				
Prepare Sweet and Savoury Fillings, Sauces and Creams	12				
Prepare Icing, Chocolate and Glazes	12				
Make Basic Cakes	18				
Make Basic Breads	18				
Make Tarts and Shortcrust Pastries	18				
Solve Problems and Make Decisions at Operational Level	12				
Cultivate a Productivity and Innovative Mindset	12				
Prepare Basic Indian Breads	6				
Facilitate Effective Communication & Engagement at Workplace	18				
Supervise Quality Procedures	18				
Facilitate Effective Work Teams	12				
Maintain Workplace Safety and Health Policies and Procedures	12				
Establish Relationships for Customer Confidence	12				
Prepare Advanced Cakes	24				
Understand Nutritional Knowledge and Dietary Requirements	12				
Bake for Health	12				
Prepare Café Style Breads	24				
Bake Artisan and Decorative Bread	24				
Prepare Macaroons	12				
Make Puff Pastries	18				
Make Yeast-raised Pastries	18				

Conduct Staff Performance Assessment Processes	18		
Supervise Food Production	12		
Maintain Inventories	12		
Administer Purchasing and Receiving Procedures	12		
Make Hot and Cold Desserts	18		
Prepare and Serve Wines	12		
Develop Ice Cream Recipes	18		
Design Contemporary Plated Desserts	18		
Prepare Advanced Confectionery	12		
Prepare Advanced Entremets and Tarts	18		
Prepare Chocolate Decorations and Make Pralines	12		
Fabricate Chocolate Decorations	12		
Master Sugar Work Techniques	24		
Manage Crisis Situations	18		
Solve Problems and Make Decisions at Managerial Level	12		
Lead Workplace Communication and Engagement	12		
Maintain Displays	12		
Implement Site/Outlet and Equipment Maintenance Plan	12		
Spice Odyssey CAPSTONE PROJECT	12		
Develop Menu	12	FSM2045 Introduction to Menu Planning & Cost Controls	3
Implement Budget	30		
Total Number of Classroom Hours	794		
Industrial Attachment	1056	CFIT2699 Coll. of Food Innovation & Technology Intermediate Internship	12
Total Number of Hours	1850	Total Semester Credits	40

Students from At-Sunrice GlobalChef Academy with a Diploma in Pastry and Bakery will be required to complete the following courses at Johnson & Wales University to receive their Food & Beverage Entrepreneurship B.S.:

Johnson & Wales University		Semester Credits
<i>Food & Beverage Entrepreneurship B.S.</i>		
Course #	Course Title	
ENTR2001	Introduction to Entrepreneurship	3
ENTR2030	Pitching & Planning New Ventures	3
ENTR3015	Small Business Management	3
ENTR3030	Marketing for Entrepreneurs	3
ENTR4010	Change and Innovation Management	3
ENTR4055	Entrepreneurship Seminar	3
FSM3035	Supervision for Food Service Professionals	3
FSM3040	Food Service Financial Systems	3
FSM3215	Culinary Operations and Facility Management	3
LAW2001	The Legal Environment of Business I	3
CAR0010	Career Management	1
FSM1165	The Food Safety Manager**	1
Electives	Free Elective	3
Electives	Free Elective	3
Electives	Free Elective	3
ENG1020	Rhetoric & Composition I	3
ENG1021	Rhetoric & Composition II	3
ENG1030	Communication Skills	3
ILS@2999	Integrative Learning - 2000 Level	3
ILS@4999	Integrative Learning - 4000 Level	3
PHIL3240	Ethics: A Global Perspective	3
Select One	Course from ART, HIST, HUM, LIT, or REL	3
MATH1002	A Survey of College Mathematics (or higher, based on placement)	3
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SCII050	Nutrition	3
ECON1002	Microeconomics	3
Select One	Course from ANTH, GEND, LEAD, PSCI, PSYC, RES, or SOC	3
ECON1001	Macroeconomics	3
A&S Elective	One course with an EASC attribute	3
Total semester credits remaining		83

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