

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 the University of Massachusetts School of Law - Dartmouth, an agency of the Commonwealth of Massachusetts, with a principal place of business of 333 Faunce Corner Road, Dartmouth, MA 02747 (“Law School”), 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 joint program leading to the award of a Bachelor’s degree by JWU and a Juris Doctor (J.D.) Degree by the Law School.

WHEREAS, the Parties seek to provide current and future JWU Bachelor’s degree candidates the opportunity to obtain undergraduate and law degrees on an accelerated basis.

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

I. Program Summary

A. Qualified JWU undergraduate students shall be permitted to substitute the first year at the Law School for the senior year at JWU, thus earning the Bachelor’s Degree and the Juris Doctor Degree in six years instead of seven years. The program is aimed primarily at students who enter the University with a strong interest in law already formed or who develop such an interest early on, and whose career goals and legal education needs can be well served by the Law School. JWU students may complete the 3+3 Law Program Declaration of Intent Form at the end of the first or second semester of their freshman or sophomore year, and preferably before the end of the freshman year to ensure adequate advisement in meeting eligibility requirements for accelerated admission to the Law School. Formal application to the Law School will be made in the junior year. Completion of the program will yield a Bachelor’s degree from JWU and a J.D. from the Law School.

II. Eligibility for Admission to the Law School

A. JWU juniors who meet the following requirements shall be eligible for admission to the Law School under the following terms:

1. In compliance with American Bar Association Standard 502(a), students must successfully complete by the end of the junior year three-quarters (i.e., no less than 90 semester credits) of the work acceptable for the bachelor’s degree at JWU.
2. Students must have earned 60 semester credits earned in residence at JWU.
3. Students must successfully complete all other JWU requirements for a Bachelor’s degree, other than:
 - a) Free electives,

b) Requirements for which a first-year Law School course is a substitute acceptable to the student's major.

4. Students must have a cumulative grade point average of 3.0 or better.

5. The Law School must receive confirmation from JWU, prior to the student's application for admission to the Law School, that the student has met the academic requirements set forth herein and that the student is on track to complete the required number of credits by the end of the junior year.

6. The student must fulfill all admissions requirements normally imposed by the Law School, including acceptable performance on the Law School Admission Test.

III. Participation and Advisement

A. The Parties shall advise students seeking to participate in the program to (1) complete the 3+3 Law Program Declaration of Intent Form, (2) agree to meet with a pre-law adviser, and (3) participate in an orientation visit to the Law School prior to the application for admission.

B. The purpose of advisement is to provide information about the program and to ensure students are reserving the appropriate number of free electives and additional pre-determined courses from their curriculum. It is understood that pre-law advisement for purposes of the program is supplementary to, and not a substitute for, regular academic advisement.

IV. The University Senior Year/Law School First Year

A. Students normally will be admitted only as full-time students in the Law School and will follow the usual course of study for full-time, first-year law students (30 credits). The program is not intended to apply to part-time law students.

B. Upon successful completion of the first year at the Law School, the 30 credits earned (grades of D or higher are required for each course) will be transferred to JWU as free elective credits or appropriate credit sufficient to complete JWU requirements for the Bachelor's degree. The student will then graduate from JWU with the rest of his or her class. Note: the student would have to complete all undergraduate major, general education, and college requirements by the end of the third year, leaving only "free elective" credits or other program requirements as needed for completion of the Bachelor's degree. In order to earn the Bachelor's degree, the student must complete the required number of credits as indicated in the catalog.

C. The student's first year law school grades will not be included with the student's JWU grades in calculating the Bachelor's degree grade point average.

D. Students who fail to complete successfully the first year at the Law School or who withdraw, may return to JWU the next semester. Any coursework completed at the Law School will be treated by JWU in the same way as other transfer credits (earned grades of D or higher).

V. Terms and Conditions of Transfer

A. The academic advising, admission, transfer of credits, enrollment, and monetary conditions under this Agreement will be carried out in accordance with the following policies and procedures:

1. Students shall make their initial declaration of intent to pursue the program to

JWU.

2. The Law School will provide students with academic counseling to assist in selecting courses and programs of study to be taken during the first year of studies at the Law School to fulfill JWU's degree requirements.

3. Students will be accepted into each institution's program based upon each institution's admissions policies, to be implemented in each institution's sole discretion.

4. JWU will award students in this program a JWU degree when they have completed all requirements for the such degree as determined by JWU. The Law School will provide JWU with final grades and other information reasonably requested by JWU concerning the course work completed by JWU students in order to allow JWU to properly assess the academic progress of its students.

5. The Program requires six years of full-time equivalency study. For the first three years the "Home Institution" for students will be JWU, and for the next three years the "Home Institution" will be the Law School. Tuition and fees will be paid to the Home Institution according to its normal policies. The Home Institution will be responsible for the provision and administration of all student financial aid for its Home Institution students.

6. While students are enrolled at a Home Institution, they will be independently responsible for applicable fees, if any, at the other institution.

7. Students are subject, at all times, to the policies and procedures of JWU, including but not limited to all behavioral expectations established by Student Conduct of Conduct. Additionally, students will be subject to all policies and procedures of the Law School during their attendance at the Law School. JWU and the Law School agree that they will, in accordance with and as permitted by applicable law, inform the other institution of any alleged violations of their respective policies or procedures by any student participating in this program during such student's attendance at JWU (as applies to the duty to inform JWU) or the Law School (as applies to the duty to inform the Law School).

8. Students successfully completing the program will be eligible to participate in the commencement exercises of each institution.

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 written notice by one Party to the other Party of no fewer than sixty (60) days or earlier as provided herein.
- B. Either Party may terminate this Agreement on 30 days' written notice to the other Party, if the other Party materially breaches the Agreement.
- C. 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.
- D. The Parties agree that notwithstanding the termination of this Agreement under this Section, any students who have already been enrolled in the courses in their 4th year, at the time notice of termination is given by either Party shall be given the opportunity to complete their courses within the prescribed period.

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 TristaoRocha, Director of Transfer
and Testing Services
8 Abbott Park Place
Providence, RI 02903
E-mail: mtristaorocha@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 the Law School:

University of Massachusetts School of Law -
Dartmouth
Attn: Dean's Office
333 Faunce Corner Road
Dartmouth, MA 02747
E-mail: lawdean@umassd.edu
Telephone: 508-985-1149

With a copy to:

University of Massachusetts
Attn: General Counsel
One Beacon Street, 31st Floor
Boston, MA 02108
Telephone: (774) 455-7300

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 not Party's employees shall be deemed the other Party's employees.

Neither Party agrees to use the other Party exclusively, and 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. **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.

G. **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.

H. **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.

I. **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.

J. **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.

K. **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.

L. **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.


M. **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.

N. **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.

O. **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:

UNIVERSITY OF MASSACHUSETTS LAW SCHOOL AT DARTMOUTH (signatures):

Name: Ramprasad Balasubramanian, Ph.D.
Title: Interim Provost and Vice Chancellor
Date: 04.06.2022