

MEMORANDUM OF AGREEMENT

BETWEEN

**JOHNSON & WALES UNIVERSITY,
PROVIDENCE, RHODE ISLAND, USA**

and

**UPGRAD EDUCATION PRIVATE LIMITED,
MUMBAI, INDIA**

This Memorandum of Agreement (MOA) is entered by and between Johnson & Wales University (**JWU**) with its main address of 8 Abbott Park Place, Providence, RI 02903 and upGrad Education Private Limited (**upGrad**) with its registered address of No 75, Nishuvi, Ground Floor, Dr. Annie Besant Road, Worli, Mumbai, India. The MOA will be effective when signed by both parties (Effective Date).

RECOGNIZING the mutual interest in the fields of teaching and learning, research, training, and dissemination of knowledge, and

RECOGNIZING the importance of institutions of higher education's role in promoting international collaboration,

THE PARTIES HEREBY agree to establish a collaboration according to the terms and conditions set out in the following articles:

I. ARTICLE I: SCOPE OF COLLABORATION

- A. The goal of this MOA is to establish a long-standing relationship between JWU and upGrad, with both short-term and long-term collaboration goals.
- B. The immediate short-term goal is specifically allowing Golden Gate University graduates of specified programs facilitated by upGrad (hereinafter referred as **Program**) to study at JWU in the Business Administration B.S.B.A. and Computer Science B.S. (hereinafter referred as **JWU Undergraduate Program**). This includes a streamlined admission process, access to financial advantages, and transfer credit towards mentioned programs (all identified in Article II).
- C. Long-term goals for collaboration may include potential development of further articulation programs (2+2, 1+1, etc.) at the undergraduate level.
- D. A student enrolled in a Program offered on upGrad's platform may also apply to study at JWU for an undergraduate program on their own. If appropriate, they will be recommended by upGrad and will be required to complete JWU's application process as well as meet all of JWU's admissions requirements in order to be considered for admission.

II. ARTICLE II: SPECIFIC PROVISIONS FOR ADMISSIONS & CREDIT AWARDS

- A. Applicants who have graduated from the Programs (hereinafter referred to as Applicants) and are applying to the specified JWU Undergraduate Programs will need to apply through the regular application processes, no matter the type of collaboration established.
- B. Applicants for the specified JWU Undergraduate Programs will not be charged any application fees for JWU Undergraduate Programs.
- C. Applicants for the specified JWU Undergraduate Programs will be able to upload copies of final Program transcripts during the application process for admission purposes. Official transcripts are required to be submitted when available and must be received directly from Golden Gate University to be deemed official. Only Golden Gate University institutional credit will be eligible for transfer.
- D. Applicants for the specified JWU Undergraduate Programs will be processed in a timely manner, with an expectation that the JWU admissions team will process applications within 2 - 4 weeks absent unusual circumstances.
- E. Applicants to the Business Administration B.S.B.A. will be considered for admission if they have attained a US equivalent 2.5 GPA or greater from their Program. Applicants to the Computer Science B.S. program will be considered for admission if they have attained a US equivalent 2.7 GPA or greater from their Program. The final admission determination will always rest with JWU.
- F. Applicants who have successfully completed the Program will receive transfer credits towards the JWU Undergraduate Program in accordance with all of JWU's approved transfer policies. Admitted Applicants must select a major upon admission to ensure the proper awarding of transfer credit. JWU will evaluate credit transfers course-by-course to reflect Applicants' chosen majors, and only courses with an earned grade of C (2.0) or higher will be accepted in transfer. JWU shall have sole authority to make all credit transfer decisions. The JWU Undergraduate Program and the respective credit that may be awarded is set forth in "Appendix A" attached hereto.
- G. All Applicants must submit evidence of English language proficiency and meet minimum language requirements in the applicable JWU Undergraduate Program.
- H. Students are responsible for meeting JWU Undergraduate Program prerequisites, if any.
- I. In order for credit to be granted, course credit hours must equate to the course credit hours assigned to JWU courses.
- J. JWU does not award transfer credit for remedial/developmental or ESL courses.
- K. JWU will make all reasonable efforts to integrate the Applicants with other JWU students where reasonably possible.
- L. The JWU Admissions & Recruitment team will make all reasonable efforts to coordinate virtual information sessions as they are able to, upon upGrad's request.

- M. Applicants will be eligible for JWU scholarships, with awards to be determined at the sole discretion of JWU.
- N. JWU Undergraduate Program Applicants will be eligible for a scholarship of no more than \$15,000 USD based on prior academic performance.

III. ARTICLE III: FINANCIAL TERMS

- A. In lieu of the placement services provided by upGrad, upGrad will be entitled to \$2,500 USD payment from JWU for each foreign student residing in a foreign country who enrolls from upGrad into JWU Programs, so long as said foreign student is not eligible to receive student financial assistance from the U.S. government. upGrad shall not receive any payment as set forth herein for any student who is a citizen or resident of the U.S and is eligible for student financial assistance from the U.S. government, in accordance with the provisions set forth in 20 U.S.C. §1094(a)(20), 34 CFR § 668.14(b)(22), and all related guidance.
- B. upGrad will invoice JWU no sooner than after matriculated students remain enrolled past JWU's census date (typically after the first three weeks of classes) and when the student has met the financial obligations to JWU for that given inaugural term.
- C. The parties explicitly agree that upGrad would be entitled to the student placement fee for all new students who have matriculated from the Program and enrolled at JWU for programs offered on campus for a period of 12 (twelve) months following any termination of the MOA.
- D. JWU payment of invoices will be made to upGrad within 30 days of receipt by JWU.
- E. The fees payable under this MOA are inclusive of applicable national, state, or local sales tax, value added tax, or service tax or goods and services tax. Any tax liability outside of the United States related to this MOA is the financial responsibility of upGrad.
- F. Any payment of fees to upGrad will be less all taxes required to be deducted at source under applicable law, provided that nothing herein will shift to JWU any tax-related obligation of upGrad.
- G. upGrad will be responsible for the following expenditures
 - 1. Student support services (which includes the provision of student success manager(s), who are employed by upGrad and are responsible for any queries that the upGrad students might have throughout the Program, the provision of FAQs, an inbound email ID and any other support as may be deemed required by upGrad).
 - 2. Promotion of the Programs and its association with JWU in various media.
 - 3. Hosting the Programs on the platform and administering the upGrad Programs which includes the maintenance or updating of the platform.

4. English language course and any other foundational course as deemed necessary by JWU or otherwise.

IV. ARTICLE IV: LONG-TERM OBLIGATIONS

- A. JWU will collaborate with upGrad on those aforementioned collaboration possibilities specified herein.
- B. Additional undergraduate program collaborations agreed upon will be added as amendments to this MOA. Any amendments or modifications to the terms of this MOA must be made by mutual consent in writing signed by each party's authorized representative(s).
- C. If upGrad commissions, creates, or distributes any communications or materials to advertise, market, or promote the JWU Undergraduate Programs or this Agreement, whether in print, online, or otherwise ("Marketing Materials"), upGrad must submit said Marketing Materials to JWU for approval prior to dissemination or publication. Approval of the Marketing Materials is at the sole discretion of JWU. UpGrad may not use the name or any logo, trademark, or other indicia of JWU in said Marketing Materials or otherwise without the advance written consent of JWU, which may be revoked or rescinded at any time for any reason.

V. ARTICLE V: TERM & TERMINATION

- A. Each party will designate a person or persons who will have the primary function of coordinating the administration of the different types of collaboration. For JWU, this shall be the Director of International Admissions. For upGrad, this shall be Mayank Kumar, Managing Director.
- B. This MOA will remain in effect for five (5) years from the date the MOA is signed, unless terminated earlier as provided herein. Both parties will attempt to hold a joint review yearly, to ensure all articles and responsibilities in this MOA are maintained and/or for any additions that might need to be added.
- C. Either Party may terminate this MOA by providing sixty (60) days' advance notice in writing to the other Party without cause. However, any student currently studying at JWU will be allowed to complete his/her studies insofar as reasonably possible and in compliance with this Agreement. In the event of such termination, all payments due to upGrad will be paid by JWU up to the date of termination consistent with payment provisions outlined herein.
- D. In the event of a breach of this MOA or the violation of any applicable law by either party which is not cured within a period of 30 days of intimation, either party may terminate the MOA immediately, provided that no cure period shall apply as to a violation of any applicable law.
- E. JWU may terminate this MOA immediately if: (a) anything in this MOA becomes illegal under federal, state, or local law; (b) JWU becomes aware that the U.S. Department of

Education has imposed an emergency, limitation, suspension, or termination action with regard to the upGrad's ability to contract with JWU; (c) upGrad is debarred, suspended, or voluntarily excluded from government-wide participation in covered transactions; or (d) upGrad is determined to be a third-party servicer ("TPS") under federal law and guidance.

- F. The parties may extend or renew this MOA by agreement, confirmed in a written amendment signed by each party's authorized representative.
- G. This MOA is not exclusive. Either party may enter into a similar agreement with a different party that provides a similar service at any time.

VI. ARTICLE VI: CONFIDENTIAL INFORMATION

A. Each party ("Receiving party") understands that in performing this Agreement, Receiving party may have access to confidential or proprietary information of the other ("Disclosing party") ("Confidential Information"), such as:

1. Personally identifiable information;
2. Information about financial matters, management systems, methods of operation and instruction, plans relating to future programs and development, trade secrets, and other information customarily considered to be of a private or sensitive nature by institutions of higher learning or businesses operating in the same or a similar manner as the Parties;
3. Information disclosed to Disclosing party by third parties including without limitation, businesses, organizations, persons, or other entities with whom Disclosing party has or plans to have an industry covenant, contractual relationship, joint venture, partnership, or other relationship;
4. All other assessments or evaluations, business plans, concepts, curricula, developments, drawings, experimental works, formulas, ideas, information, know-how, marketing techniques, materials, outcome assessment techniques, processes, specifications, teaching, technical information, training techniques, works-in-progress, or plans or proposals relating to any matters which are or which Disclosing party considers to be confidential or non-public, including, without limitation, any Work Product (as defined below); and
5. Information otherwise protected by law.

B. Confidential Information shall not include the following:

1. Information that is or becomes publicly known through no act or omission of Receiving party;

2. Information independently developed by Receiving party without reference to Confidential Information as evidenced by Receiving party's written records at the time of disclosure; and
 3. Information lawfully and in good faith made available to Receiving party by a source other than Disclosing party who imposes no obligation of confidence on Receiving party, provided that such source is not and was not bound by a confidentiality agreement with Disclosing party or otherwise prohibited from transmitting such information to Receiving party by a contractual, fiduciary, or legal obligation.
- C. Outside of meeting its obligations under this Agreement, Receiving party shall not disclose, copy, data mine, retain, sell, or otherwise make use of any of the Disclosing party's Confidential Information.
 - D. Receiving party shall use appropriate and commercially reasonable administrative, physical, and technical security measures to protect Disclosing party's Confidential Information, and Receiving party's measures shall not be less effective than the measures it employs to protect its own Confidential Information.
 - E. Receiving party agrees that if it receives a subpoena or other legal process seeking Confidential Information of the Disclosing party, Receiving party shall promptly consult Disclosing party, in writing, prior to providing the information, and shall cooperate with Disclosing party in any efforts to prevent the disclosure of its Confidential Information or to seek a protective order or other assurance that the Confidential Information shall be afforded confidential treatment. In all cases, Receiving party will furnish only that portion of the Confidential Information (if any) that is legally required to be furnished.
 - F. Upon termination of this Agreement or JWU's request, whichever comes sooner, Receiving party agrees to return all Confidential Information to JWU without retaining any copies thereof. Where impractical to return copies, Receiving party shall delete or destroy such copies.
 - G. Nothing herein shall preclude either party from disclosing Confidential Information as needed to effectuate this Agreement, to enforce this Agreement, to obtain professional advice, or as otherwise required by law.
 - H. Pursuant to the Family Educational Rights and Privacy Act of 1974 ("FERPA") and similar laws, upGrad shall protect the confidentiality of JWU's students' records and shall not release any information to anyone other than JWU without written consent from the student unless required to do so by law. In connection with its performance under this MOA, upGrad may create and maintain on behalf of JWU "educational records" of students, and JWU may disclose "personally identifiable information" from education records to upGrad under the "school official" exception, as such terms are defined under FERPA. upGrad agrees not to disclose personally identifiable information from education records to any other party without the prior written consent of JWU and not to use such information other than for the purpose

of performing its obligations under this MOA. upGrad will fully cooperate with JWU in connection with any request by a student to review and/or amend their education records.

- I. The respective obligations of both the parties under this confidentiality clause shall survive any termination, expiration, or cancellation of this MOA.

VII. ARTICLE VII: GENERAL TERMS AND CONDITIONS

- A. Use of Names. Except as needed to perform this Agreement, neither party may use the name of the other party in any form of advertising or publicity without express written permission. The parties must seek permission from an authorized representative through written notice at least sixty (60) days' prior to publication.
- B. Notices. Notices under this MOA are sufficient if given by nationally recognized overnight courier service, post with acknowledgement receipt, electronic mail ("e-mail"), or personal delivery to the other party at the address of the party mentioned in this MOA. Notice is effective: (a) when delivered personally, (b) three business days after sending by post, (c) on the business day after sending by a nationally recognized courier service, (d) on confirmation of the e-mail being sent. Either party may change its notice address by giving notice in writing in accordance with this clause. All notices under this MOA must be in writing to the parties below:

If to JWU:

Teresa Mauk
Director of International Admissions
Johnson & Wales University
8 Abbott Park Place
Providence, RI 02903 USA
teresa.mauk@jwu.edu

and:

Student Academic Services
Johnson & Wales University
8 Abbott Park Place
Providence, RI 02903 USA
sas.pvd@jwu.edu

With a copy to:

Office of the General Counsel
Johnson & Wales University
8 Abbott Park Place
Providence, RI 02903 USA
OGC.JWU@jwu.edu

If to upGrad Education Private Limited:

Mayank Kumar Managing Director
upGrad Education Private Limited
No 75, Nishuvi, Ground Floor, Dr. Annie Besant Rd,
Worli, Mumbai 400018 INDIA
mayank@upgrad.com

- C. The parties shall make a good faith endeavor to settle amicably, through direct negotiations between them, any dispute, difference, controversy or claim arising under, out of or relating to this MOA and any subsequent amendments of this MOA. This MOA shall be governed, construed and interpreted according to the laws of the state of Rhode Island, U.S. and the federal or state courts in Rhode Island, U.S. will have sole and exclusive jurisdiction in relation to the matters and/or disputes arising out of this MOA. Each party waives all objections to venue and forum in Rhode Island.
- D. JWU and upGrad are independent entities and nothing in this MOA will be construed as creating any relationship such as joint venture, partnership, association of persons, employer-employee, principal-agent or franchisor-franchisee. Save as otherwise expressly provided under this MOA, this MOA is not intended to be for the benefit of any third-party, and is not enforceable by any third person, and shall not confer upon any third party any right, privilege, remedy, claim or other right.
- E. Neither party shall be liable for any delay or failure in performing any of its obligations hereunder, if such delay or failure either wholly or partly is due to conditions such as floods, earthquakes or other acts of God, or any acts of governmental body or public enemy, wars, riots, embargoes, epidemics, fires or any other causes, circumstances or contingencies beyond the control of such party (“Force Majeure”). The party affected by such Force Majeure condition shall forthwith notify the other Party, of the nature and extent thereof, in writing, within fourteen (14) days after the occurrence of such Force Majeure condition and shall, to the extent reasonable and lawful under the circumstances, use best efforts to remove or remedy such cause with all reasonable dispatch. If the Force Majeure condition in question prevails for a continuous period of thirty (30) days, the parties affected by such condition shall enter into bona fide discussion with a view to alleviating its effect on this MOA by agreeing to such alternative MOA as may be fair and reasonable such as business continuity plan. This clause shall not excuse JWU for making payment towards payment of placement fees towards articulated students.
- F. This MOA constitutes the complete and final agreement of the Parties pertaining to the understanding herein and supersedes the parties’ prior agreements, understandings and discussions relating to the contents of this MOA. No modification of this MOA is binding unless it is in writing and signed by the parties.
- G. If any provision of this MOA is determined by any court or governmental authority to be unenforceable, the parties intend that this MOA be enforced as if the unenforceable provisions were not present and that any partially valid and enforceable provisions be enforced to the extent that they are enforceable.

- H. This MOA may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
- I. This MOA does not intend to, nor does it create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity by either party, its officers, employees, or agents against the other party, its officers, employees, or agents.

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

JOHNSON & WALES UNIVERSITY (signature):
Name: Akhil Gupta
Title: VP Enrollment Management
Date:

UPGRAD EDUCATION PRIVATE LIMITED (signature):
Name: Mayank Kumar
Title: Managing Director, upGrad Education Private Limited
Date:

Appendix A

Computer Science B.S.

Students from Golden Gate University who receive a General Studies A.A. will be eligible to enter the Computer Science B.S. program at JWU.

- Students must complete and have been awarded their General Studies A.A.
- Developmental and ESL classes will not be accepted.

Golden Gate University General Studies A.A.	Sem. Crs.	Johnson & Wales University Computer Science B.S.	Sem. Crs.
UGP10: Gateway to Success	3	ELCT1999 Free Elective 1000-Level	3
CRT10: Critical Thinking	3	ASCI1999 Arts & Science Elective 1000-Level	3
ENGL50: Expository Writing	3	ENG1020 Rhetoric & Composition I	3
ARTS50: Contemporary Arts & Culture	3	ART1999 Art Elective 1000-Level	3
MATH62: Calculus I	3	MATH1040 Calculus I	3
ENGL60: Research Writing	3	ENG1021 Rhetoric & Composition II	3
COMM35: Speech Communication	3	ENG1030 Communication Skills	3
HIST50: Contemporary American Economic History	3	ECON2999 Economics Elective 2000-Level	3
MATH40: Statistics	3	MATH2001 Statistics I	3
HUM50: Examining the Humanities	3	HUM1999 Humanities Elective 1000-Level	3
PHIL50: Ethics in Personal and Professional Life	3	PHIL3240 Ethics: A Global Perspective	3
SCI50: Science, Technology, and Social Change	3	SCI1999: Science Elective 1000-Level (Free Elective)	3
DATA50: Introduction to Business & Data Analytics	3	BUS3010 Business Analytics (Major Courses/Specialization-substitution)	3
ECON1: Microeconomics	3	ECON1002 Microeconomics	3
CS60: Computer Science I	3	CSIS1101 Computer Science I	3
UGP80: Pathway to Success (Capstone)	3	ASCI2999 Arts & Science Elective 1000-Level	3
CS61: Computer Science II	3	CSIS1112 Computer Science II	3
DATA101: Data Visualization for Business	3	DMSM2025 Introduction to Data Visualization (Major Courses/Specialization-substitution)	3
DATA102: Business Intelligence & Data Mining	3	ELCT1999 Free elective 1000-Level	3
DATA110: Intro to Machine learning & NLP	3	ELCT2999 Free Elective 2000-Level	3
Total Semester Credits	60	Total Semester Credits	60

Students from Golden Gate University with a **General Studies A.A.** will be required to complete the following courses at JWU to receive their **Computer Science B.S.**

Johnson & Wales University Computer Science B.S.	Sem. Credits
Major Courses	

CSIS1000 Problem Solving & Program Concepts	3
CSIS2018 Advanced Data Structures	3
CSIS2023 Survey of Programming Languages	3
CSIS2045 Introduction to Operating Systems	3
CYB2010 Computer Architecture with Assembly Language Programming	3
ITEC2081 Network Protocols I	3
ITEC3050 Information Security with Cryptography	3
PRMG2010 Introduction to Project Management and Project Membership	3
CSIS3126 Design Project I	3
CYB3038 HCI/Usable Security	3
ITEC3070 Systems Modeling and Simulation	3
3 credits at 2000+ level in the following subjects: BIO, CAD, CHM, CSIS, CYB, ECON, ENGN, GDES, ITEC, LEAD, MATH, MGMT, PHY, PSYC, SCI or SOC	3
A & S Core experience	
ILS 4000 Integrative Learning	3
PHY1011 General Physics I	3
PHY1016 General Physics I Laboratory	1
Related Professional Studies	
CAR0010 Career Management	1
FYS1020 First Year Seminar/Free Elective	1
ENG2010 Introduction to Technical Communications	3
LAW2001 Legal Environment of Business I	3
MATH2020 Discrete Mathematics	3
MGMT2020 Organization Dynamics	3
Applied/Experiential Learning	
DEE3999 Directed Experiential Education	6
TECX4099 College of Engineering & Design Internship	
TECX4190 Technical Solutions Design Project	
Total Semester Credits Remaining to Complete	63

Business Administration B.S.B.A.

Students from Golden Gate University who receive a General Studies A.A. will be eligible to enter the Business Administration B.S.B.A. program at JWU.

- Students must complete and have been awarded their General Studies A.A.
- Developmental and ESL classes will not be accepted.

Golden Gate University General Studies A.A.	Sem. Crs.	Johnson & Wales University Business Administration B.S.B.A.	Sem. Crs.
UGP10: Gateway to Success	3	ELCT1999 Free Elective 1000-Level	3
CRTH10: Critical Thinking	3	ASCI1999 Arts & Science Elective 1000-Level	3
ENGL50: Expository Writing	3	ENG1020 Rhetoric & Composition I	3
ARTS50: Contemporary Arts & Culture	3	ART1999 Art Elective 1000-Level	3
MATH62: Calculus I	3	MATH1040 Calculus I	3
ENGL60: Research Writing	3	ENG1021 Rhetoric & Composition II	3
COMM35: Speech Communication	3	ENG1030 Communication Skills	3
HIST50: Contemporary American Economic History	3	ECON2999 Economics Elective 2000-Level	3
MATH40: Statistics	3	MATH2001 Statistics I	3
HUM50: Examining the Humanities	3	HUM1999 Humanities Elective 1000-Level	3
PHIL50: Ethics in Personal and Professional Life	3	PHIL3240 Ethics: A Global Perspective	3
SCI50: Science, Technology, and Social Change	3	SCI1999: Science Elective 1000-Level	3
ECON1: Microeconomics	3	ECON1002 Microeconomics	3
ACCTG1A: Introductory Financial Accounting	3	ACCT1210 Financial Accounting	3
ITM125: Management Information Systems	3	ELCT1999 Free Elective 1000-Level	3
UGP80: Pathway to Success (Capstone)	3	ASCI2999 Arts & Science Elective 1000-Level	3
ECON2: Principles of Macroeconomics	3	ECON1001 Macroeconomics	3
ACCTG1B: Introductory Managerial Accounting	3	ACCT1220 Managerial Accounting	3
MKT100 Principles of Marketing	3	MRKT1001 Marketing Foundations	3
FI100: Financial Management	3	FISV2000 Finance	3
Total Semester Credits	60	Total Semester Credits	60

Students from Golden Gate University with a **General Studies A.A.** will be required to complete the following courses at JWU to receive their **Business Administration B.S.B.A.**

Johnson & Wales University Business Administration B.S.B.A.	Sem. Credits
Business Foundations	
BUS1001 Introduction to Business and Management	3
BUS3010 Business Analytics	3
BUS4030 Global Strategy Capstone	3

FIT1040 Spreadsheet Design for Business Solutions	3
LAW2001 The Legal Environment of Business I	3
MGMT2001 Human Resource Management	3
MGMT2020 Organizational Dynamics	3
MGMT2030 Operations & Supply Chain Management	3
Major Courses	
ENTR, IBUS, MGMT, RMGT 2000 level or higher	3
ENTR, IBUS, MGMT, RMGT 2000 level or higher	3
ACCT, ADVC, ENTR, FISV, IBUS, MGMT, MRKT, RMGT, RTL 3000 level or higher	3
ACCT, ADVC, ENTR, FISV, IBUS, MGMT, MRKT, RMGT, RTL 3000 level or higher	3
ACCT, ADVC, ENTR, FISV, IBUS, MGMT, MRKT, RMGT, RTL 3000 level or higher	3
ACCT, ADVC, ENTR, FISV, IBUS, MGMT, MRKT, RMGT, RTL 3000 level or higher	3
Applied/Experiential Learning BUS4799 College of Business Internship DEE3999 Directed Experiential Education Study Abroad	9
A & S Core experience	
ILS2000 Integrative Learning	3
ILS 4000 Integrative Learning	3
Related Professional Studies	
CAR0010 Career Management	1
FYS1020 First Year Seminar/Free Elective	1
Free Electives	
One Free Elective	3
Total Semester Credits Remaining to Complete	62