# 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 Bristol Community College Foundation Inc., a Massachusetts nonprofit corporation, with a principal place of business located at 777 Elsbree Street, Fall River, MA 02720 ("Bristol" 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 Bristol 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 programs 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 Bristol may be accepted in transfer for one of multiple different courses within different majors at JWU.

B.    Exhibit B: Scholarship Awards

## II.    Nature of Agreement

A.    As noted above, the purpose of this agreement is to enable the efficient transfer of Bristol 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 education 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 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 in accordance with updates in curriculum.

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**III.** **Terms and Conditions of Transfer**

    A.      Students must have a 2.7 GPA, at minimum.

    B.      Students must select a major to ensure the proper awarding of transfer credit.

    C.      Only courses with an earned grade of "C" (2.0) or higher will be accepted in transfer.

    D.      Students must complete and have been awarded their Computer Science Transfer A.S.

    E.      Developmental and ESL classes will not be accepted.

    F.      Students are responsible for meeting JWU prerequisites, if any.

    G.      JWU will evaluate credit transfers course-by-course to reflect students' chosen majors and JWU shall retain authority to make all credit transfer decisions.

    H.      Course 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 program of study the Bristol student chooses to pursue.

    J.      Bristol students must otherwise meet the admissions standards and comply with the admissions procedures of JWU.

**IV.** **Communications and Advising**

    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.      Bristol 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 Bristol students. Scholarships are available to undergraduate day students based on grade point average (GPA) at the time of admission according to the table in Exhibit B.

**VI.** **Term and Termination**

    A.      This Agreement will commence on the Effective Date and will terminate on May 1, 2026, unless earlier terminated by either Party as set forth herein.

    B.      Either Party may terminate this Agreement on 60 days written notice to the other Party.

C.      Either Party may terminate this Agreement on 30 days' written notice to the other Party, if the other Party materially breaches the Agreement.

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.

## 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, 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, NEITER 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: mtristaorocha@jwu.edu
Telephone:  401-598-4437

With a copy to:

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

If to Bristol:

Bristol Community College
Attn: Stefanie Deprey
777 Elsbree Street
Fall River, MA 02720
E-mail: Stefanie.deprey@bristolcc.edu
Telephone: 774-357-2229

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 in accordance with 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 no 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.      **Governing Law; Consent to Jurisdiction**.   This Agreement and the performance hereunder shall be construed and enforced in accordance with the substantive and procedural laws, including but not limited to statutes of limitations, of North Carolina ("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.
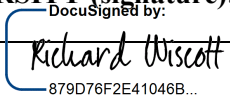
N. **Severability**. If any provision, phrase, or portion of this Agreement is, for any reason, held or adjudged to be invalid, illegal, or unenforceable by any court of competent jurisdiction, such provision, phrase, or portion so adjudged will be deemed separate, severable, and independent, and the 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.
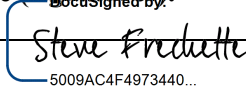
O. **Entire Agreement**. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all other agreements, negotiations, or understandings, whether written and oral, between the Parties relating to the subject matter hereof. Should a direct 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.     *Richard Wiscott*   DocuSigned by: 879D76F2E41046B... |
| Title: Provost |
| Date: 6/29/2023 |

| Bristol Community College (signatures): |
|---|
| Name: Steve Frechette     *Steve Frechette*   DocuSigned by: 5009AC4F4973440... |
| Title: Chair, Computer Information Systems |
| Date: 5/31/2023 |

| |
|---|
| Name: Adrienne Foster Scharf, Ph.D. *DocuSigned by:* Adrienne Foster Scharf — 8C7B211295D34D5... |
| Title: Interim Dean of STEM |
| Date: 6/6/2023 |
| Name: Kate O'Hara *DocuSigned by:* Kate O'Hara — A65FBD2F85C147D... |
| Title: Vice President of Student Services and Enrollment Management |
| Date: 6/12/2023 |
| Name: Andrew Fisher, Ed.D. *DocuSigned by:* Andrew Fisher — F9D90C8AB3194CE... |
| Title: Vice President for Academic Affairs |
| Date: 6/12/2023 |
| Name: Laura L. Douglas, Ph.D. *DocuSigned by:* Laura L. Douglas — C3D7A86D1BF74AD... |
| Title: President |
| Date: 6/19/2023 |

**Exhibit A**

The articulations set forth below are based on the JWU 2023-2024 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.

**Computer Science B.S.**

Students from Bristol who receive a Computer Science Transfer A.S. will be eligible to enter the Computer Science B.S. program at JWU.

- Students must have completed and been awarded their Computer Science Transfer A.S.
- Developmental and ESL classes will not be accepted for transfer credit.

| Bristol Community College<br>*Computer Science Transfer A.S.* | Sem. Crs. | Johnson & Wales University<br>*Computer Science B.S.* | Sem. Crs. |
|---|---|---|---|
| **Program Courses** | | | |
| CIS123 Object-Oriented Concepts | 3 | ELCT1999 Free Elective (fulfills Major Elective) | 3 |
| CIS157 Object-Oriented JAVA Programming I | 4 | CSIS Computer Science I | 3 |
| ENG101 Composition I: College Writing | 3 | ENG1020 Rhetoric & Composition I | 3 |
| MTH214 Calculus I | 4 | MATH1040 Calculus I | 3 |
| HST111 or HST113 | 3 | Arts & Humanities Elective | 3 |
| | | | |
| CIS257 Object-Oriented JAVA Programming II | 4 | ELCT2999 Free Elective (fulfills Major Elective) | 3 |
| ECN112 Principles of Economics-Micro | 3 | ECON1002 Microeconomics | 3 |
| ENG102 Composition II: Writing about Literature | 3 | LIT1020 Introduction to Literary Genres | 3 |
| MTH215 Calculus II | 4 | MATH2040 Calculus II | 3 |
| HST112 or HST114 | 3 | Arts & Humanities Elective | 3 |
| | | | |
| CIS158 Introduction to Procedural Programming | 4 | CSIS1000 Problem Solving & Programming Concepts (Free Elective) | 3 |
| CIS261 Introduction to Computer Systems | 4 | CSIS2045 Introduction to Operating Systems | 3 |
| ENG215 Technical Writing | 3 | ENG2010 Introduction to Technical Communication | 3 |
| MTH243 Discrete Structures I | 3 | MATH2999 Mathematics Elective | 3 |
| BIO121, CHM113 or PHY211 **(PHY211 recommended)** | 4 | PHY2011 Physics I<br>PHY216 Physics I Laboratory | 3<br>1 |
| | | | |
| CIS260 Software Specification and Design | 4 | CSIS 4010 Software Engineering (Major Elective) | 3 |
| CIS262 Computer Organization and Design | 4 | ELCT2999 Free Elective | 3 |

| | | | |
|---|---|---|---|
| Human Expression Elective (**ENG214 recommended**) | 3 | ENG1021 Rhetoric & Composition II | 3 |
| MTH244 Discrete Structures II | 3 | MATH2020 Discrete Mathematics | 3 |
| BIO122, CHM114 or PHY212 | 4 | Arts & Science Elective | 3 |
| **Total Semester Credits** | **70** | **Total Semester Credits** | **61** |

Some courses listed above may be either recommended or not recommended for maximum transfer credit based on the chosen JWU major; however, if the recommendation is not followed, the course taken will be evaluated on an individual basis to ensure the proper awarding of transfer credits, if applicable.

Students from Bristol with a **Computer Science Transfer A.S.** will be required to complete the following courses at JWU to receive their **Computer Science B.S.** Students are responsible for meeting any course prerequisites.

| Johnson & Wales University<br>*Computer Science B.S.* | Sem. Credits |
|---|---|
| **A & S Core Experience** | |
| ENG0001 Writing Workshop | 0 |
| ENG1030 Communication Skills | 3 |
| ILS2000 Integrative Learning – 2000 Level | 3 |
| ILS4000 Integrative Learning – 4000 Level | 3 |
| MATH2001 Statistics I | 3 |
| LEAD1010 Foundations of Leadership Studies | 3 |
| **Major Courses** | |
| CSIS1112 Computer Science II | 3 |
| CSIS2018 Advanced Data Structures | 3 |
| CSIS2023 Survey of Programming Languages | 3 |
| CSIS2030 Database Concepts | 3 |
| CYB2010 Computer Architecture with Assembly Language | 3 |
| ITEC2081 Network Protocols I | 3 |
| ITEC3050 Information Security with Cryptography | 3 |
| PRMG2010 Introduction to project Management j& Project Membership | 3 |
| **Major Courses/Specialization** | |
| CSIS3126 Design Project I | 3 |
| CYB3038 HCI/Usable Security | 3 |
| ITEC3070 Systems Modeling and Simulation | 3 |
| **Applied/Experiential Learning** | 6 |
| **Related Professional Studies** | |
| CAR0010 Career Management | 1 |
| FYS1020 First-Year Seminar | 1 |
| LAW2001 The Legal Environment of Business I | 3 |
| MGMT2020 Organizational Behavior | 3 |
| **Total Semester Credits Remaining to Complete** | **62** |

**Exhibit B**

Scholarship awards are determined according to GPA and degree credits earned yearly based on GPA at the time of admission as follows:

| GPA (domestic/day students) | Base Award |
|---|---|
| 3.5-4.0 | $12,000 |
| 2.75-3.49 | $10,000 |
| 2.70-2.74 | $7,500 |