

**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-

- 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

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

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

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**

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

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