

**Memorandum of Understanding
4+1 Agreement, BA in History + MS in Counterterrorism**

This Memorandum of Understanding, comprising the agreement together with any included schedules (the "MOU"), is dated

Parties

- 1) Worcester State University, 486 Chandler Street, Worcester, MA, 10602 ("WSU")
- 2) Nichols College, 129 Center Road, Dudley, MA, 01571 ("NC")

each a "Party" and together the "Parties"

1. Background

- 1.1. The Parties agree to work together to enable students to study at both institutions in the form of a 4+1 curricular arrangement (described below).
- 1.2. 4+1 Arrangement: Upon successful completion of a designated bachelor's degree from WSU (limited to the specific undergraduate program(s) described in Schedule 2), including six (6) semester hours of coursework from NC (described in Schedule 1), students will be encouraged to apply to a master's degree program at NC (the specific master's program described in Schedule 2) for post-baccalaureate study. On successful completion of the NC master's program, students will receive the designated graduate degree from NC (the "4+1 Arrangement").

2. The 4+1 Arrangement: Recruitment and Admissions

- 2.1. Each Party is responsible for informing registered and potential students of the opportunity of participating in the 4+1 Arrangement and for facilitating visits for the other Party as part of the promotion of the arrangement.
- 2.2. Students wishing to participate in the 4+1 Arrangement must be matriculated in the designated bachelor's degree program through the official admissions procedures of WSU.
- 2.3. In order to be enrolled NC in the NC master's program for the post-baccalaureate element of the 4+1 Arrangement, students will be required to:
 - 2.3.1. successfully complete the WSU undergraduate degree;
 - 2.3.2. complete six (6) semester hours from NC during the senior year at WSU, as outlined in Schedule 1.
 - 2.3.3. attain a 3.0 GPA in the undergraduate major and a 3.0 GPA cumulatively overall by the end of their junior years¹;
 - 2.3.4. satisfy all admissions requirements set forth by NC for the MS in Counterterrorism, as promulgated in catalog and/or website materials;
 - 2.3.5. include as one required reference, as stipulated in NC admission requirements, a letter from a full-time History and Political Science faculty member at WSU to pursue graduate study at NC.

¹ Junior year is defined as completion of 90 credits at WSU. WSU and NC will discuss any borderline cases.

- 2.4. NC reserves the right to decline any application if a student does not meet the criteria set out in clause 2.3 and 2.4 or for any other reason in line with its admissions policy.
- 2.5. To successfully complete the NC master's degree, students must observe the requirements set out in the program specifications and NC's rules and regulations.
- 2.6. As part of the NC admission process, WSU is responsible for informing NC of the WSU undergraduate Program results for those students wishing to take part in the 4+1 Arrangement.
- 2.7. Both Parties will provide support to students in completing the application process for NC. Both Parties will also provide students with academic guidance.
- 2.8. The management of each Party's programmes and its obligations under this MOU shall remain the sole responsibility of each Party as outlined in their academic rules and regulations.
- 2.9. WSU and NC will ensure that there is a designated representative and contact point to manage the operation of the 4+1 Arrangement. At the time of signing, this will be as follows:

For WSU: Dr. Tona Hangen, Chair of the Department of History and Political Science
For NC: Nora Luquer, Assistant Dean of Professional Studies

Any changes in the designated representative shall be communicated to the other Party promptly in writing.

3. Financial Arrangements

- 3.1. WSU will be responsible for meeting all costs for providing the WSU undergraduate program and for collecting any applicable fees from students.
- 3.2. NC will be responsible for meeting all costs for providing the NC master's program and collecting any applicable fees from students
- 3.3. Students in the 4+1 Arrangement will be entitled to the same discount that is provided to NC alumni students.
- 3.4. WSU students in the senior year who enroll in the six credit hours at NC identified in section 2.3.2 of this agreement will be charged regular tuition and fees by WSU; students will be charged the NC graduate fee assessed per course.
- 3.5. Students will be responsible for meeting all their own costs for participating in the 4+1 Arrangement, including (without limitation): tuition, accommodation, travel, and textbooks, and any related fees.

4. Term and Termination

- 4.1. The MOU shall commence on the date of signature by both parties (the later date if signed on different dates) and shall continue for a period of 3 years, at which point it can be renewed (further to the provisions set out in clause 4.3 below) or will terminate automatically (the "Term").
- 4.2. During the last year of the Term, WSU and NC will conduct a review of the arrangements described in this MOU. Subject to the agreement of both Parties, this MOU may be renewed for such further period and on such terms as the Parties may agree in writing.

- 4.3. Either Party may terminate this MOU at any time by giving the other Party no less than six months' prior written notice of such termination, provided that such termination notice may not expire before the end of the then current Academic Year (beginning on 1 September of any calendar year and ending on 31 August of the following calendar year).
- 4.4. Either party shall be entitled to terminate this MOU immediately by notice in writing to the other party in the event that the other party commits a material breach of any of the provisions of this Agreement and, in the case of a breach capable of remedy, fails to remedy the same within twenty-eight (28) days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied. If the material breach is not capable of remedy, the terminating party may terminate this MOU by written notice having immediate effect.
- 4.5. Upon termination or expiration of this MOU for any reason, and unless the Parties otherwise agree in writing, each Party shall:
 - 4.5.1. teach out students who have completed the six credits identified in section 2.3.2 of this agreement and who matriculate to NC immediately upon graduation from WSU.
 - 4.5.2. immediately discontinue the use of the other Party's name, trademark and any logo or insignia associated with the other Party, and its Intellectual Property, with the exception of those materials required to allow students already enrolled to complete the programme; and
 - 4.5.3. deliver to the other Party any stationery, literature, manuals, papers and other documents, items and materials relating to the 4+1 Arrangement which are the property of the other Party.
- 4.6. Termination of this MOU shall not prejudice or affect the rights or remedies of either Party against the other in respect of any breach of this MOU.
- 4.7. All provisions which are expressed to survive the termination or expiration of this MOU shall continue in force and effect in accordance with their terms.

5. Data Protection

- 5.1. Student personal data will necessarily need to be exchanged and transferred between the Parties during the course of this MOU to enable the operation of the 4+1 Arrangement.

6. Confidentiality

- 6.1. For the purposes of the MOU, "**Confidential Information**" shall mean confidential or sensitive student, commercial, financial, marketing, technical, or other information, know-how, or trade secrets relating to one of the Parties, in any form or medium, whether disclosed orally or in writing before or after the date of the MOU in relation to a potential collaboration, together with any reproductions of such information in any form or medium or any part thereof.
- 6.2. Neither Party will use or disclose the other Party's Confidential Information other than as permitted by the MOU or expressly agreed in writing by the disclosing Party.
- 6.3. A Party may use the other Party's Confidential Information strictly for the purposes of assessing the merits of a potential collaboration only and may disclose the other Party's Confidential Information only to those persons strictly necessary for the purpose of assessing the merits of a potential collaboration and provided it procures that the confidentiality

obligations in the MOU are observed by (and that confidentiality agreements are in place with) all those that it discloses the other Party's Confidential Information to.

- 6.4. The provisions of this paragraph shall not apply to:
- 6.4.1. Any information that is in the public domain at the date of the MOU, or which subsequently comes into the public domain after the date of the MOU other than by breach of the MOU or other confidentiality agreement;
 - 6.4.2. Any information already in the possession of a Party at the date of the MOU other than under an obligation of confidentiality;
 - 6.4.3. Any information obtained without any obligation of confidence from a third Party that is not in breach of a confidentiality agreement with the disclosing Party; or
 - 6.4.4. Is required to be disclosed under applicable law, or by order of a court, or other authority of competent jurisdiction (in which case the parties shall provide advance notice of each other prior to such disclosure).
- 6.5. These confidentiality provisions shall be deemed effective from the date of signature of the MOU by both Parties and shall remain in full force and effect without limit of period, subject to Clause 6.4.
- 6.6. Each Party shall notify the other Party immediately if it becomes aware of any disclosure in breach of the confidentiality obligations in the MOU and shall take all such steps as are reasonably necessary to prevent further disclosure.

7. Intellectual Property and Marketing Materials

- 7.1. For the purposes of the MOA, "Intellectual Property" shall mean all patents, utility models, inventions, copyright and related rights, database rights, trademarks, service marks, business names, domain names, performer's rights, rights in get-up, design rights, copyright and related rights, goodwill and the right to sue for passing off, know-how and trade secrets, and all other intellectual property rights anywhere in the world, in each case whether registered or unregistered, and including all applications and rights to apply for and be granted such rights or forms of protection which subsist now or in the future in any part of the world.
- 7.2. Each Party will retain ownership of any Intellectual Property created, owned or controlled by it and used in the performance of its obligations under this MOU.
- 7.3. No licence or other permission is given by either Party to the other to use its Intellectual Property (including without limitation, its trademarks), unless expressly agreed otherwise in writing between the Parties.
- 7.4. Notwithstanding the above, the Parties may use the other's trademarks in pre-approved marketing materials. Both Parties must submit any new or amended or not-previously approved marketing materials relating to the 4+1 Arrangement for pre-approval by the other Party. The contacts for this approval process will be:

For WSU – Dr. Russ Pottle, Dean, School of Humanities and Social Sciences
For NC – Nora Luquer, Assistant Dean of Professional Studies

8. Additional matters

- 8.1. Both Parties shall remain liable for any losses or liabilities incurred due to their own or their employee's actions.
- 8.2. Nothing in the MOU is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute either Party as the agent of the other Party, nor authorise either of the Parties to make or enter into any commitments for or on behalf of the other Party.
- 8.3. The MOU is personal to the Parties and no Party shall assign, transfer, mortgage, charge, subcontract or deal in any other manner with any of its rights and obligations under the MOU without the prior written consent of the other Party.
- 8.4. This MOU may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute one agreement.
- 8.5. Neither Party will be responsible to the other for any delay in performance or non-performance due to an event or occurrence which is outside its control provided the affected Party: (i) has promptly informed the other Party of the event, and (ii) undertakes to take all reasonable steps to mitigate the consequences of the force majeure event and resume the performance of its obligations as soon as practicable.
- 8.6. No one other than a party to this MOU will have any right to enforce any of its terms.
9. **Variation**
- 9.1. The Parties can agree to vary the terms of the MOU at any point provided such amendment is in writing, is stated to refer to this MOU and has been signed by both Parties.

SCHEDULE 1

The breakdown of mandatory course requirements at WSU for entry on to the 4+1 agreement:

A History major with the completion of the junior year, defined as the completion of 90 credits at WSU.

These requirements represent the current requirements for the History major at WSU, with the additional requirement of six (6) semester hours from NC consisting of the following:

BUS625 – Current Trends in Leadership (Fall Semester, Senior Year)

BUS 615 – Business Communications (Spring Semester, Senior Year)

If WSU's Department of History and Political Sciences chooses to change the requirements of the History major, the changes will be reflected in the requirements for this program; however, the department will maintain the requirement for six (6) semester hours from NC consisting of the following:

BUS625 – Current Trends in Leadership (Fall Semester, Senior Year)

BUS 615 – Business Communications (Spring Semester, Senior Year)

Tuition Agreement for WSU 4+1 Students

Students in the 4+1 Arrangement will be entitled to the same discount that is provided to NC 4+1 students. In regard to the six (6) semester hours from NC during a student's senior year at WSU, WSU will be responsible for charging and collecting payment as part of their regular undergraduate tuition. NC will be responsible for charging and collecting payment of the graduate fee assessed per course. Upon completion of the WSU undergraduate degree, NC will transcript the six (6) graduate credits.

Potential for Participation in Dual-Master's Program and International Residency Program with Maastricht School of Management (MSM)

Accepted 4+1 students have the option to attend classes at MSM in a 5- or 6-week period. Students who choose this option will be afforded the same financial and academic arrangement as current NC students. The discounted MSM residency fee will include primary transportation, lodging, and tuition at MSM, MSM-arranged site visits, and some meals while studying abroad.

SCHEDULE 2

PROGRAMS COVERED BY THIS MOU

WSU Undergraduate Program(s)

BA in History

NC Master Program(s)

MS in Counter-Terrorism

Signed on behalf of Nichols College:

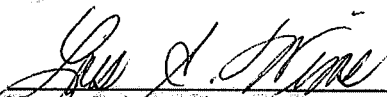


Name: Kerry Calnan

Title: Vice President of Innovation and Institutional Effectiveness

Date: 4/17/19

Signed on behalf of Worcester State University:



Name: Lois A. Wims, Ph.D.

Title: Provost and Vice President for Academic Affairs

Date: