

Memorandum of Understanding
+1 Agreement, BS in Criminal Justice + MS in Counterterrorism ("MSC")

This Memorandum of Understanding, comprising the agreement together with any included schedules (the "MOU"), is effective on the signed date below. This agreement supersedes any prior +1 MOU between the two institutions pertaining to Criminal Justice and MSC.

Parties

- 1) Worcester State University, 486 Chandler St., Worcester, MA 10602 ("WSU")
- 2) Nichols College, 129 Center Rd., 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 +1 curricular arrangement (described below).
- 1.2. +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 graduate degree program at NC (the specific graduate program described in Schedule 2) for post-baccalaureate study. On successful acceptance and completion of the NC graduate program, students will receive the designated graduate degree from NC (the "**+1 Arrangement**").

2. The +1 Arrangement: Recruitment and Admissions

- 2.1. Each Party is responsible for informing registered and potential students of the opportunity of participating in the +1 Arrangement and for facilitating visits for the other Party as part of the promotion of the arrangement.
 - 2.1.1. WSU agrees to offer opportunities for NC to promote programs and recruit students from its students' base. The promotion and recruitment process may include on-site information sessions, education fairs, and advertisements as approved by WSU; use of the WSU logo in NC promotions and on the NC website; and other means of promotion and recruitment mutually supported by NC and WSU.
- 2.2. Students wishing to participate in the +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 in the NC graduate program for the post-baccalaureate element of the +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, 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 year¹;
- 2.3.4. satisfy all admissions requirements set forth by NC.
- 2.4. NC reserves the right to decline any application if a student does not meet the criteria set out in clause 2.3 or for any other reason in line with its admissions policy.
- 2.5. To successfully complete the NC graduate 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 +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 programs 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 +1 Arrangement. At the time of signing, this will be as follows:

For WSU: the current Chair of the Criminal Justice
Department For NC: the current Chair of the MSC Program

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 graduate program and collecting any applicable fees from students

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

- 3.3 Students in the +1 Arrangement will be entitled to the same discount that is provided to NC alumni students, as further clarified in Schedule 1.

3.3.1. Students will be responsible for meeting all their own costs for participating in the Arrangement, including (without limitation): tuition, accommodation, travel, 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 three (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, unless the Parties agree in writing, each Party shall:

4.5.1. 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, except for those materials required to allow students already enrolled to complete the program; and

4.5.2. deliver to the other Party any stationery, literature, manuals, papers and other documents, items and materials relating to the +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

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

6. Confidentiality

- 6.1. For the purposes of the MOU, "**Confidential Information**" shall mean confidential or sensitive commercial, financial, marketing, technical, or other information, know-how, Intellectual Property, 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. are 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 MOU, "**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 license 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 +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 & Social
Science For NC - Nicholas Barnes - Dean, School of Liberal Arts &
Sciences

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 authorize 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

Graduate Coursework for WSU +1 Students

Through the +1 Agreement, WSU students will complete six (6) semester hours of coursework from NC during their Senior Year. The requirements below represent the current graduate course requirement in accordance with the +1 Agreement:

- Fall Semester, Senior Year - Any NC Graduate MSC designated three (3) credit course within the MSC Program, in accordance with applicable course scheduling sequences.
- Spring Semester, Senior Year - Any NC Graduate MSC designated three (3) credit course within the MSC Program, in accordance with applicable course scheduling sequences.

Tuition Agreement for WSU +1 students

Students in the +1 Arrangement will be entitled to the same discount that is provided to NC +1 students. In regards to the six (6) graduate semester hours from NC during a student's senior year at WSU, WSU will be responsible for charging and collecting course payment as part of their regular undergraduate tuition. WSU students will only be responsible for the technology and support related fees during their Senior Year to NC. Upon matriculation of the students' WSU undergraduate degree, NC will then transcript the six (6) graduate credits and then NC will manage all future tuition related billing.

Potential for participation in The Washington Center – National Security Seminar program

Accepted +1 students have the option to participate in The Washington Center – National Security Seminar program, in accordance with other NC +1 students. If a student chooses this option, WSU - NC students will be afforded the same financial and academic arrangement as current NC students.

SCHEDULE 2

PROGRAMS COVERED BY THIS MOU

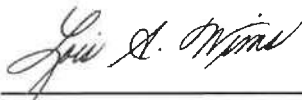
WSU Undergraduate Program(s)

BS in Criminal Justice

NC Graduate Program(s)

MS in Counterterrorism

Signed on behalf of Worcester State University:

A handwritten signature in black ink, appearing to read "Lois A. Wims", written above a horizontal line.

Name: Lois Wims, Ph.D.

Title: Provost and Vice President for Academic

Affairs Date: 11/18/25

Signed on behalf of Nichols College:

A handwritten signature in blue ink, appearing to read "Daniel Borgia", written above a horizontal line.

Name: Daniel Borgia, Ph.D.

Title: Provost

Date: 11/20/2025

