III.

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.

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.
Title: Provost
Date:

Wake Technical Community College (signatures):
Name: Dr. Scott Ralls
Title: President
Date:
Name: Sandra Dietrich

CHM2040 Introduction to General and Organic Chemistry	3
BIO2201 General Microbiology	3

Food & Beverage Entrepreneurship B.S. (Culinary Arts Option)

Students from WTCC who receive a Culinary Arts A.A.S. will be eligible to enter the Food & Beverage Entrepreneurship B.S. (Culinary Arts Option) program at JWU.

- Students must complete and have been awarded their Culinary Arts A.A.S.
- Developmental and ESL classes will not be accepted.

Wake Technical Community College ***Culinary Arts A.A.S.***	**Sem. Crs.**	**Johnson & Wales University** ***Food & Beverage Entrepreneurship B.S.***	**Sem. Crs.**
General Education Requirements			
ENG111 Writing and Inquiry	3	ENG1020 Rhetoric & Composition I	3
ENG112 Writing and Research in the Disciplines	3	ENG1021 Rhetoric & Composition II	3
HUM115 Critical Thinking OR ART131 Drawing I	3	PHIL3020 Crisis and Controversy: A Critical Thinking Approach OR ART1999 Art Elective	3
PSY118 Interpersonal Psychology	3	PSYC1999 Psychology Elective (Arts & Science Elective)	3
MAT110 MATH Measurement & Literacy	3	MATH1999 Mathematics Elective	3
Major Requirements			
CUL112A Nutrition for Foodservice	1	CUL1100 Introduction to Culinary Skills and Techniques CUL1210 Breakfast & Lunch Café CUL1320 Elements of à la Minute Cooking CUL1410 Contemporary Cooking & Leadership Functions CUL2510 Contemporary Restaurant Operations and Management CUL2610 Baking and Pastry Concepts for Culinary Operations CFIT2799 College of Food Innovation & Technology Intermediate Internship **Free Elective** CUL2710 Banquets and Catering	33
CUL130 Menu Design OR CUL214 Wine Appreciation	2		
CUL135 Food and Beverage Service	2		
CUL135A Food and Beverage Service Lab	1		
CUL140 Culinary Skills I	5		
CUL240 Culinary Skills II	5		
CUL160 Baking I	3		
CUL250 Classical Cuisine	5		
CUL260 Baking II	3		
CUL170 Garde Manger I	3		
CUL270 Garde Manger II	3		
CUL230 Global Cuisines	5		
WBL112 Work-Based Learning I	2		
CUL110 Sanitation and Safety*	2	**FSM1165 The Food Safety Manager***	1
HRM220 Cost Control-Food and Beverage	3	FSM2025 Food and Beverage Cost Control	3
CUL112 Nutrition for Foodservice	3	ASCI1999 Arts & Science Elective	3
HRM260 Procurement for Hospitality	3	ELCT2999 Free Elective	3

HRM245 Human Resource Management Hospitality	3	WorkplagemeTJB	

Food & Beverage Industry Management (2+2) B.S. (Baking & Pastry Arts Option)

Students from WTCC who receive a Baking and Pastry Arts A.A.S. will be eligible to enter the Food & Beverage Industry Management (2+2) B.S. (Baking & Pastry Arts Option) program at JWU.

- Students must complete and have been awarded their Baking and Pastry Arts A.A.S.
- Developmental and ESL classes will not be accepted.

Wake Technical Community College ***Baking and Pastry Arts A.A.S.***	**Sem. Crs.**	**Johnson & Wales University** ***Food & Beverage Industry Management B.S.***	**Sem. Crs.**
General Education Requirements			
ENG111 Writing and Inquiry	3	ENG1020 Rhetoric & Composition I	

HRM245 Human Resource Management Hospitality	3	HOSP2040 Human Resource Management in Service Organizations (Free Elective)	3
Total Semester Credits	**72**	**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.

* In order to be awarded transfer credit for this course, students must be required, as part of the course, to pass an American National Standards Institute (ANSI) accredited, national food safety manager certification examination that is recognized by the Conference for Food Protection, or provide a valid ServSafe Food Protection Manager Certification.

Students from WTCC with a **Baking and Pastry Arts A.A.S.** will be required to complete the following courses at JWU to receive their **Food & Beverage Industry Management (2+2) B.S.** Students are responsible for meeting any course prerequisites. [illegible]

Johnson & Wales University [illegible]	

Food & Beverage Industry Management (2+2) B.S. (Culinary Arts Option)

Students from WTCC who receive a Culinary Arts A.A.S. will be eligible to enter the Food & Beverage Industry Management (2+2) B.S. (Culinary Arts Option) program at JWU.

- Students must complete and have been awarded their Culinary Arts A.A.S.
- Developmental and ESL classes will not be accepted.

Wake Technical Community College ***Culinary Arts A.A.S.***	**Sem. Crs.**	**Johnson & Wales University** ***Food & Beverage Industry Management (2+2) B.S.***	**Sem. Crs.**
General Education Requirements			
ENG111 Writing and Inquiry	3	ENG1020 Rhetoric & Composition I	3
ENG112 Writing and Research in the Disciplines	3	ENG1021 Rhetoric & Composition II	3
HUM115 Critical Thinking OR ART131 Drawing I	3	PHIL3020 Crisis and Controversy: A Critical Thinking Approach OR ART1999 Art Elective	3
PSY118 Interpersonal Psychology	3	PSYC1999 Psychology Elective (Arts & Science Elective)	3
MAT110 MATH Measurement & Literacy	3	MATH1999 Mathematics Elective	3
Major Requirements			
CUL112A Nutrition for Foodservice	1	CUL1100 Introduction to Culinary Skills and Techniques CUL1210 Breakfast & Lunch Café CUL1320 Elements of à la Minute Cooking CUL1410 Contemporary Cooking & Leadership Functions CUL2510 Contemporary Restaurant Operations and Management CUL2610 Baking and Pastry Concepts for Culinary Operations 2710 Banquets and Catering 2810 Global A la Carte CFIT2799 College of Food Innovation & Technology Intermediate Internship	36
CUL130 Menu Design OR CUL214 Wine Appreciation	2		
CUL135 Food and Beverage Service	2		
CUL135A Food and Beverage Service Lab	1		
CUL140 Culinary Skills I	5		
CUL240 Culinary Skills II	5		
CUL160 Baking I	3		
CUL250 Classical Cuisine	5		
CUL260 Baking II	3		
CUL170 Garde Manger I	3		
CUL270 Garde Manger II	3		
CUL230 Global Cuisines	5		
WBL112 Work-Based Learning I	2		
CUL110 Sanitation and Safety*	2	**FSM1165 The Food Safety Manager***	1
HRM220 Cost Control-Food and Beverage	3	FSM2025 Food and Beverage Cost Control	3
CUL112 Nutrition for Foodservice	3	ASCI1999 Arts & Science Elective (Free Elective)	3
HRM260 Procurement for Hospitality	3	ELCT2999 Free Elective	3

Exhibit B

Scholarship awards are determined according to GPA and degree credits earned as follows:

GPA (domestic/day students)	Base Award
3.5-4.0	$12,000
2.75-3.49	$10,000
2.50-2.74	$7,500