

3+3 PROGRAM AGREEMENT

Bay Path University

and

Western New England University School of Law

For good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged, Bay Path University ("University") and Western New England University School of Law (the "School of Law"), enter into this 3+3 Program Agreement (the "Agreement").

I. The School of Law agrees as follows:

1. The School of Law shall consider applications for admission to its full-time J.D. program from any University student who at the time of application will have earned at least 50 percent of the credits required for a University baccalaureate degree and will have earned at least 75 percent of the credits required for a University baccalaureate degree before their enrollment at the School of Law, provided that the following conditions are met:
 - a. The student must apply for admission to the School of Law's full-time, regular J.D. program. Upon approval of the appropriate School of Law official(s), students who matriculate in the School of Law's full-time, regular J.D. program pursuant to the program established by this Agreement may switch to part-time status after completing their first year of full-time study.
 - b. The School of Law admissions office must receive from the student or from other persons or institutions acting at the student's request, all application materials required by the School of Law no later than March 15 of the calendar year in which the student hopes to matriculate at the School of Law. These materials include, but are not limited to, a valid Law School Admissions Test ("LSAT") score, a complete Law School Admissions Council ("LSAC") Credential Assembly Service ("CAS") report, letters of recommendation, resume and personal statement. Application packets completed after March 15 of the calendar year in which the student hopes to matriculate at the School of Law will be considered only on a space-available basis.
 - c. The student is advised to take the LSAT in the October or December administration of the test, but must take the LSAT no later than February of the calendar year of the fall term in which the student hopes to matriculate at the School of Law. For example, if a student hopes to matriculate at the School of Law in the fall of 2017, then the student would be advised to take the test in October or December of 2016, but no

later than February, 2017. LSAT scores for administrations of the LSAT later than the February test of the calendar year in which the student hopes to matriculate at the School of Law will be considered by the School of Law only on a space-available basis.

- d. The student must submit to the School of Law admissions office through LSAC a University transcript with grades earned for credits counted toward University's baccalaureate degree. In order to fulfill this requirement in a timely manner, students should update their CAS reports through LSAC as soon as possible after the relevant grades are released by College/University.
 - e. The student must have earned a cumulative grade point average ("GPA") of 3.30 or higher at University for the credits counted toward the University baccalaureate degree at the time of application. The School of Law will not consider an application from a University student until furnished with proof that this GPA requirement has been met. The School of Law will require University students admitted to the School of Law's J.D. program to maintain a cumulative GPA of 3.30 before enrollment at the School of Law. A drop in an admitted student's cumulative GPA below 3.30 during such period may cause the School of Law to rescind its decision to admit the student. All grades earned at any post-secondary institution will be considered by the Admissions Committee of the School of Law, including grades from courses transferred into University from other colleges.
 - f. The student must score at or above the median LSAT score for matriculants at the School of Law for the previous admission year. The School of Law will not act on an application from a University student until furnished with proof that this LSAT score requirement has been met. Potential applicants should contact the School of Law admissions office in advance of registering to take the LSAT to find out what the median LSAT score for matriculants at the School of Law was for the relevant admission year.
2. The School of Law shall permit University students who apply for admission to or matriculate in the School of Law's J.D. program pursuant to the program established by this Agreement to apply for any and all applicable scholarships and other financial aid at the School of Law on the same terms as any other students, and shall consider the applications of such University students for scholarships or other financial aid on the same terms as the applications of any other students. Total scholarships awarded, including external scholarships, may not exceed the School of Law's tuition cost. The School of Law's scholarship award may be reduced if a student's total scholarship exceeds tuition cost.

3. Nothing in the Agreement shall require the School of Law to admit to its J.D. program any University student whom the School of Law, in its sole discretion, deems to be unqualified for admission to the program on any grounds, regardless of whether the student has met the threshold GPA, LSAT, and other conditions for the consideration of an application established by this Agreement. The School of Law normally considers, but need not be limited to considering, the applicant's academic credentials, letters of recommendation, personal statement, and satisfaction of the School of Law's admission requirements related to character and fitness in making its admission decisions.
4. Nothing in this Agreement shall require the School of Law to permit any University student admitted to the School of Law's J.D. program to matriculate in that program unless the student has earned at least 75 percent of the credits required for conferral of University's baccalaureate degree by the time of the student's expected matriculation at the School of Law.

II. University agrees as follows:

1. University shall accept as transfer credits the first 30 credits earned at a grade of C+ or better in the School of Law's J.D. program by any University student, shall count such credits toward the requirements of University's baccalaureate degree, and shall confer that degree on such student as soon as such credits have been transferred.
2. University shall publicize the existence of the program and make available to its current and prospective students information about the institutional collaboration established by this Agreement. University shall host the School of Law representatives on University's campus for recruitment activities during the academic year at the option of the School of Law.
3. Nothing in this Agreement shall require any University student to apply for admission to the School of Law's J.D. program.

III. Both parties agree to the following general provisions:

1. Except as modified by this Agreement, all admission criteria, other admission requirements, academic program requirements, and graduation requirements applicable to the students seeking to benefit from the institutional collaboration established by this Agreement will be as specified in the respective academic catalogs, standards and other materials that otherwise would apply to those students.
2. This Agreement is effective as of the date of its execution by all required signatories, and shall remain in effect until terminated by either party in accordance with the following

provisions. Either party may terminate this Agreement without cause upon 60 days written notice to the other party. Notwithstanding the foregoing provision, either party may terminate this Agreement immediately in the event that the continued implementation of this Agreement might give rise to a violation of any requirement of federal or state law, or the requirements of any accrediting institution having jurisdiction over either party.

3. The parties may amend this agreement at any time, provided that both parties agree to any such amendment in writing.
4. Each party grants to the other a non-exclusive, non-transferable license to use the other party's trademarks, servicemarks, and logos in furtherance of the institutional collaboration established by this Agreement, including for the purpose of informing prospective and current students and alumni of the nature and purpose of such collaboration. Neither party grants to the other party any proprietary interest in the other's trademarks, servicemarks, or logos, however. Either party's use of the trademarks, servicemarks, or logos of the other party will comply with the use policies established by the party that owns such trademarks, servicemarks, and logos. Each party shall cease and desist from the use of the other party's trademarks, servicemarks, and logos, and shall return any and all promotional and other materials bearing such trademarks, servicemarks, or logos to such party, upon the expiration or termination of this Agreement. If either party requests in writing that the other party stop a particular use of the requesting party's trademark(s), servicemark(s), or logo(s), then the other party shall cease and desist from such use immediately.
5. The relationship between the parties for all purposes shall be that of independent contractors. Each party shall have sole control over its own performance of its obligations under this Agreement. In no event shall the agents, representatives, or employees of either party be deemed to be agents, representatives, or employees of the other party.
6. This Agreement may be executed by a duly authorized representative of each party, including by electronic or facsimile transmission. Each copy executed in accordance with the foregoing provision shall be considered to be an original.
7. This Agreement shall be reviewed by both parties every five years.
8. Any notice or other communication that this Agreement requires either party to deliver to the other shall be in writing, and shall be addressed as follows:

If to Bay Path University:
Dr. Melissa Morriss-Olson, Provost
Bay Path University
588 Longmeadow Street
Longmeadow, MA 01106
mmolson@baypath.edu

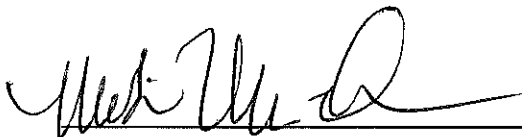
If to the School of Law:
Eric J. Gouvin, Dean
Western New England University
School of Law
1215 Wilbraham Road
Springfield, MA 01119
eric.gouvin@law.wne.edu

or shall be addressed to such other persons or places as either party may designate from time to time by written notice to the other.

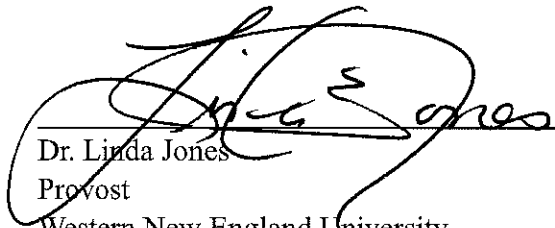
9. The 3+3 program created by this Agreement shall become effective beginning in the 2017 admissions cycle for students desiring to begin law school in the fall of 2020.

Dated this _____ day of _____, 20_____:

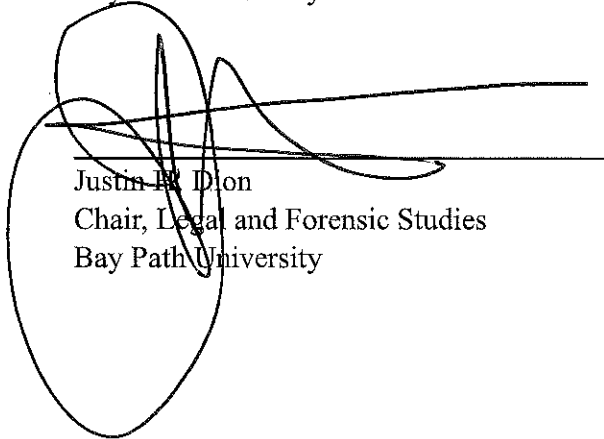
APPROVALS:



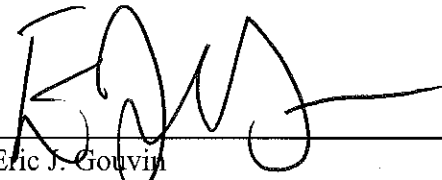
Dr. Melissa Morriss-Olson
Provost
Bay Path University



Dr. Linda Jones
Provost
Western New England University



Justin M. Dion
Chair, Legal and Forensic Studies
Bay Path University



Eric J. Gouvin
Dean, School of Law
Western New England University

**Typical Timeframe for the Application Process
to the 3+3 Program, under this Agreement**

- September – October of junior year:
 - Student assesses academic performance to date to ensure that the 3.25 GPA requirement has been met and 50% of required baccalaureate credits have been earned;
 - Student prepares for the LSAT;

- October – December of junior year:
 - Student consults faculty advisor to plan course selection for spring semester of junior year to ensure that all requirements for the baccalaureate degree, other than courses to be taken in the first year of law school, will be fulfilled;
 - Student takes either October or December administration of the LSAT;

- November – January of junior year:
 - Student receives LSAT score and determines if eligible to submit application;
 - Student submits transcripts, including fall semester junior year grades, to CAS;
 - Student submits application materials to the School of Law, including:
 - Application form;
 - CAS report (includes undergraduate transcript and LSAT scores);
 - Two letters of recommendation;
 - Personal statement;
 - Letter of eligibility for 3+3 program from faculty advisor;

- January – March of junior year:
 - Student requests interview after application materials have been submitted.
 - Student sits for February LSAT if necessary.