

Partnership Agreement between North Carolina Agricultural and Technical State University and LIM College

The purpose of this agreement is to outline the procedure for a partnership between North Carolina Agricultural and Technical State University (hereinafter identified as N.C. A&T) and LIM College (hereinafter identified as LIM).

The partnership agreement stipulates that upon admission to N.C. A&T in the Bachelor of Science in Family and Consumer Sciences with a Concentration in Fashion Merchandising and Design, students are guaranteed admission into LIM College's Master of Professional Studies (MPS) graduate program provided they complete their Bachelor's degree program with a minimum cumulative grade point average of 2.5 and by the time of completion of the N.C. A&T degree program have met all other requirements as outlined elsewhere in this Agreement and any other applicable standards for LIM admission. Students with a GPA below 2.5 and have demonstrated an improvement trend in their grades may share a standardized test (GMAT, GRE) score to be considered for admission, at LIM's sole discretion. Further, such admission may be withheld by LIM for any student that has been found to have committed any offense which led to discipline at N.C. A&T or otherwise violated N.C. A&T's codes of conduct (including any of N.C. A&T's "Core Values and Behavioral Expectations"), student handbooks, or any other applicable behavioral standard, in any way. The determination to withhold admission to a student on the foregoing basis will be made after consultation between both parties but will be made solely by LIM at LIM's sole discretion.

Students will be guaranteed admission into the following programs:

- **MPS in Fashion Merchandising and Retail Management (offered on-campus and online)**
- **MPS in Fashion Marketing (offered on-campus and online)**
- **MPS in Global Fashion Supply Chain Management (offered on-campus and online)**
- **MPS in Business of Cannabis (offered online online)**
- **MS in Consumer Analytics (offered on-campus only)**

Students may declare and be accepted directly into the program as early as their junior year at N.C. A&T. Students should plan to complete their graduate degree at LIM in three semesters (or the equivalent for part-time students). Completion of degree requirements within three semesters is also dependent upon the student's program of study and progress in completing the requirements of the major. Students may begin the one-year program during Summer (online), Fall (on ground or online), Spring (on ground or online). For MPS degree students, a minimum of 30 credits must be completed at LIM College in order to earn an MPS graduate degree. Nothing herein shall be construed as an agreement to accept any student into LIM. Admissions is a decision that LIM, in its sole discretion, will make, based on applicable requirements of LIM at the time of application. In order to be eligible for admission to LIM, all students must meet the admissions and graduate degree requirements for the academic year in which they are admitted. Please refer to the LIM catalog for complete admissions and program requirements.

To be eligible, N.C. A&T students (junior or senior) must complete the LIM College/ N.C. A&T VIP Intent to Apply Form.

The VIP Intent to Apply Form is open to:

- Any current matriculated N.C. A&T junior or senior student who applies prior to the completion of their degree in Bachelor of Science in Family and Consumer Sciences with a Concentration in Fashion Merchandising and Design
- Students may request to receive a VIP application from an LIM admissions counselor when eligible to officially apply to the graduate program.

- Students are required to submit an official transcript from N.C. A&T and any other required documentation, at LIM's sole discretion, in order to complete the application process.

LIM and N.C. A&T agree jointly to provide the following:

1. Each institution will designate an admissions coordinator and faculty advisor to oversee the VIP application process.

LIM agrees to provide the following for bachelor's degree candidates at N.C. A&T who apply for VIP admissions.

1. LIM representatives will meet with VIP students either at N.C. A&T or through a virtual medium like zoom. The purpose of these meetings will be to provide academic advice about LIM's curriculum and general information about LIM.
2. LIM agrees to provide, as needed, information sessions with faculty and staff of N.C. A&T who will be involved in consulting and advising VIP students.
3. VIP students will be invited to participate in at least one LIM campus or virtual community event each semester until their enrollment at LIM.
4. VIP students will be eligible for a partnership scholarship (see below) on the same basis as other LIM applicants/students.

LIM COLLEGE/ NC A&T COLLEGE GRADUATE SCHOLARSHIP

LIM College in partnership with N.C. A&T, will create and award the LIM College/ N.C. A&T College Graduate Scholarship, in an effort to encourage N.C. A&T students to earn their graduate degree credentials, facilitate transfer, and support completion of the graduate degree at LIM College. This scholarship will also serve as marketing/recruitment tools for the receiving institution. The scholarship will award a reduction of \$100 per credit or \$300 per 3 credits.

The LIM College/ N.C. A&T Graduate Scholarship will have the following criteria:

1. Students must graduate from N.C. A&T with a minimum GPA of 2.5
2. Students must graduate with a bachelor's degree from N.C. A&T
3. Students must register at LIM College as full-time or part-time matriculated students
4. The scholarship will be renewable, as long as students meet the following minimum requirements:
 - a. Maintain a cumulative GPA of 3.0 at LIM
 - b. Maintain full-time or part-time matriculated status
 - c. Maintain satisfactory academic progress towards a degree at LIM
5. NC A&T alumni within five years of graduation from N.C. A&T may apply for the scholarship

N.C. A&T agrees to provide the following for bachelor's degree candidates at N.C. A&T who apply for the graduate program.

1. N.C. A&T will provide the necessary VIP Intent to Apply form for students (junior or senior) who want to apply to one of LIM's graduate programs. The cost of printing the form will be assumed by N.C. A&T.
2. On October 1st and February 1st of each year, N.C. A&T will provide LIM with Name, Address, Phone, Email and prior school attended of all VIP applicants.
3. N.C. A&T will provide to LIM, upon a VIP applicant request, a copy of their transcript which includes any serious disciplinary record. The student can request this as often as LIM requires it.
4. Normally by July 1 (for fall enrollees) and January 15 (for spring enrollees) the student will need to request N.C. A&T send LIM official proof of receipt of bachelors degree for VIP students and final transcripts.

Confidentiality

Any information shared between the parties which by their nature should be reasonably understood by the receiving party as confidential or proprietary information, shall remain confidential.

Marketing

LIM College and N.C. A&T will work together to promote this Agreement to the participants which may include on-site events and distribution of marketing materials. The parties may utilize each other's trademarks in connection with promoting the Agreement, provided the other party pre- approves such use; neither party shall gain any right, title or interest in any name or trademark of the other party.

Termination and Modification

This Agreement is effective upon the date of the last signature and shall remain in effect for one year. Thereafter, this Agreement shall automatically renew for additional one-year term(s) unless either party provides thirty (30) days written notice prior to the end of the current term to the other party of its intent not to renew. In addition, either party may terminate this Agreement for any reason, or no reason, by providing ten (10) days written notice to the other party. This Agreement is subject to change or modification by mutual written consent between the parties. Any provisions of this Agreement which remain to be performed or by their nature would be intended to be applicable following the expiration or termination of this Agreement, including the continued matriculation of students that are at the time presently enrolled in N.C. A&T or LIM under the terms of this Agreement, shall survive the expiration/termination of this Agreement.

Independent Contractors

The parties intend that the relationship established between them pursuant to this Agreement shall be that of independent contractors. No agent, employee or servant of N.C. A&T shall be deemed to be an employee, agent or servant of LIM. No agent, employee or servant of LIM shall be deemed to be an employee, agent or servant of N.C. A&T. The manner and means of conducting the work hereunder are under the sole control of each party regarding each party's obligations. None of the benefits provided by LIM to its employees including worker's compensation insurance and unemployment insurance is available from LIM to N.C. A&T's employees, agents or servants. None of the benefits provided by N.C. A&T to its employees including worker's compensation insurance and unemployment insurance is available from N.C. A&T to LIM's employees, agents or servants. Each party will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants and subcontractors during the performance of this Agreement.

FERPA

Both parties recognize that the Family Educational Rights and Privacy Act (FERPA) affords students certain rights to privacy with respect to their education records. Personally identifiable (non-directory) information containing student education records may not be disclosed without the student's written consent unless designated by FERPA. The parties agree to abide by FERPA and its implementing regulations and any other applicable laws or acts, including any New York laws governing disclosure of personally identifiable information, and not disclose any personal identifiable information provided by any party to any party except as ordered by a court of competent jurisdiction. Either party shall provide written notice to Counterparty prior to releasing any information under the terms of this section.

Notices

Any notices to be given under this Agreement by either party to the other may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed

communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.
Notice shall be delivered or mailed to:

LIM College
12 E. 53rd St.
New York, NY 10022

With a copy to:

Shebitz Berman & Delforte PC
1350 Ave. of the Americas, 2nd Fl.
New York, NY 10019
(fberman@shebitzlaw.com)
(jclaveloux@shebitzlaw.com)

North Carolina Agricultural & Technical State University
1601 E Market St.
Greensboro, NC 27411

This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws of the State of New York without regard to conflicts or choice of law provisions that would defer to the substantive laws of another jurisdiction. Each of the parties hereto consents to the jurisdiction of any state or federal court located within the City and State of New York, and irrevocably agrees that all actions or proceedings relating to this Agreement must be litigated in such courts, and each of the parties waives any objection which it may have based on improper venue or forum non conveniens to the conduct of and proceeding in any such court.

No course of dealing of any party hereto, no omission, failure or delay on the part of any party hereto in asserting or exercising any right hereunder, and no partial or single exercise of any right hereunder by any party hereto shall constitute or operate as a waiver of any such right or any other right hereunder. No waiver of any provision hereof shall be effective unless in writing and signed by or on behalf of the party to be charged therewith. No waiver of any provision hereof shall be deemed or construed as a continuing waiver, as a waiver in respect of any other or subsequent breach or default of such provision, or as a waiver of any other provision hereof unless expressly so stated in writing and signed by or on behalf of the party to be charged therewith.

No modifications or waivers of any of the terms and conditions of this Agreement shall be effective unless such modification or waiver is expressed in writing and signed by each of the parties.

If any provision of this Agreement shall be deemed or declared unenforceable, invalid or void, the same shall not impair any of the other provisions contained herein which shall continue to be unenforceable in accordance with their respective terms, except that this clause shall not deprive any party of any remedy afforded under this Agreement.

This document is intended by the parties as the final and binding expression of their agreement and is a complete and exclusive statement of the terms thereof and supersedes all prior negotiations, representations, and agreements. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

Effective Date:

Agreement Accepted for LIM College	
Name:	Dr. Lisa Springer
Title:	Provost
Date:	4/25/2022
Signature:	<i>Lisa Spjce</i>

Agreement Accepted for North Carolina Agricultural and Technical State University	
Name:	<i>Tonya Smith-Jackson</i>
Title:	<i>Interim Provost & Executive VC</i>
Date:	<i>7/21/22</i>
Signature:	<i>Tonya Smith-J</i>