

STUDENT AGREEMENT
between
NEW YORK UNIVERSITY
and
TOURO COLLEGE AND UNIVERSITY SYSTEM

This Student Agreement (the "Agreement") dated as of September 2, 2014 (the "Effective Date") is by and between **Touro** College and University System, on behalf of its Lander College for Women ("Touro") and New York University, a New York not-for-profit education corporation with offices located at 70 Washington Square South, New York, New York 10012 USA, on behalf of its Polytechnic School of Engineering ("NYU" and, together with Touro, the "Parties").

WHEREAS, in recognition of the mutual benefits of cultural and scholarly interaction, the Parties desire to allow Touro students to enroll in pre-engineering track courses at NYU (the "Program") in accordance with the terms and conditions set forth below. In this cooperative spirit, the Parties hereby agree as follows:

I. General Agreement; Description of Program

- A. The Program will enable students from Touro, upon acceptance into the Program, to enroll in undergraduate engineering and engineering-related courses at NYU, such as, but not limited to, those designated in Appendix A, in order to achieve the level of engineering knowledge normally desirable for students planning to apply to graduate programs in engineering disciplines.

II. Basic Determination of Eligibility

- A. Touro shall make a basic determination of eligibility based on appropriate criteria for assessing students' academic qualifications, including satisfaction of prerequisite courses, and a minimum cumulative GPA of 3.0 overall, and 3.0 in mathematics and science courses taken at Touro College, prior to nominating a student to participate in the Program (a "Nominee").
- B. Touro will screen its Nominees using NYU's selection criteria, including but not limited to academic and age requirements. Touro will select only appropriate, currently matriculating students in good standing at Touro.
- C. NYU shall have the right to reject or terminate the participation of any student applying to or participating in the Program (a "Program Participant") at any time if such Program Participant's behavior violates the policies and regulations of NYU or is not suitable in the reasonable judgment of NYU. Termination of a Program Participant's participation in the Program will not be effected without prior consultation by NYU with Touro except where Program Participant's continued participation poses a threat to the safety of others.

III. NYU Responsibilities

- A. NYU will designate a Program administrator to be responsible for the administration of the Program at NYU.
- B. NYU will designate a Program advisor to help students select the correct courses and provide general advice on academic issues related to pursuing a career in engineering.
- C. NYU will provide the Program Participants with appropriate equipment and venues to participate effectively in the Program.
- D. NYU will provide Program Participants with internet access on the NYU campus.

IV. Touro Responsibilities

- A. Touro will designate a Program administrator as responsible for the management of its student application and selection process.
- B. Touro will forward to NYU the details of Program Participants and their applications, including an official transcript, as soon as practicable, but, in any case, at least 10 business days prior to the commencement of the Program, and ensure that Program Participants are aware that these applications will be provided to NYU and obtain any required consents necessary.

V. Program Participant Responsibilities

The Parties agree that:

- A. All Program Participants will have "special visitor" status at NYU and, for all purposes, will be non-degree seeking visitors at NYU; provided that Program Participants will not be subject to visiting student limitations on the number of credits that may be taken at NYU..
- B. Each Program Participant will abide by all rules and regulations, policies and procedures of NYU and will be subject to the normal disciplinary policies of NYU while participating in the Program.
- C. Each Program Participant will abide by the laws and customs of the United States for the duration of the Program.

VI. Orientation and Conduct

- A. Touro will provide a pre-program orientation to Program Participant, which will include a summary of the relevant provisions of this Agreement and any special protocols.
- B. NYU will provide a post-arrival orientation to provide guidance on the programs, policies

and regulations of NYU and an orientation to NYU.

VII. Costs

- A. Program Participants must enroll and pay NYU tuition and/or other required fees directly to NYU.
- B. With the exception of NYU Responsibilities in Section III of this Agreement, Program Participants will be personally responsible for paying for all expenses and fulfilling all requirements associated with participating in the Program, including but not limited to the following:
 - a. personal expenses, including but not limited to textbooks, supplies, travel costs;
 - b. medical insurance, travel insurance and/or medical expenses;
 - c. personal travel arrangements; and
 - d. passport and visa, if necessary.

VIII. Notices

Any notice or other communication given under this Agreement will be in writing and signed by or on behalf of the Party giving it and will be served by delivering it personally or sending it by registered airmail or fax to the address and to the attention of the relevant Party set out below (or such other address or fax number as may be notified in writing from time to time by the relevant Party to the other Party):

If to NYU: Polytechnic School of Engineering
6 Metrotech Center
Brooklyn, NY 11201
ATTN: President and Dean of NYU Engineering
FAX 1-718-260- 3136

With a copy to: Office of the General Counsel
New York University
70 Washington Square South, 11th Floor
New York, NY 10012 USA
ATTN: General Counsel
FACSIMILE: +1 212 995 3048

If to Touro: Lander College for Women
Touro College
227 West 60th Street
New York, NY 10023

ATTN: Marian Stoltz-Loike, Ph.D., Vice President, Online Education
FAX: 1-212-582-2322

Any such notice will be deemed to have been received: (i) if delivered personally, at the time of delivery; (ii) in the case of registered airmail, five (5) business days from the date of posting; and (iii) in the case of fax, at the time of transmission provided that a transmission report is generated by the sending fax machine confirming that the fax was sent to the proper number and that all pages were successfully transmitted.

IX. Use of Name

Neither Party will use the name, trade name, trademark or any other designation of the other party, any school, college, division, department or other unit thereof, or any employee of such Party, or any contraction, abbreviation, adaptation or simulation of any of the foregoing, in any advertisement or for any commercial or promotional purpose without such Party's prior written consent, *provided* that the Parties may use such designations on internal websites and in materials distributed internally to advertise or provide information about the Program.

X. Non-Discrimination Statement

In connection with the Program, neither Party will discriminate against any person involved with the Program on the basis of sex, gender, gender identity or expression, sexual orientation, race, color, creed, ethnicity, religion, national origin, age, veteran or military status, marital or parental status, citizenship status, disability or any other legally protected status.

XI. Relationship of the Parties

Nothing contained in this Agreement implies that an agency, partnership or joint venture between the parties has been set up, and it is understood that both Touro and NYU will perform services and fulfill their obligations under this Agreement as independent universities and as an independent contractor of the other Party. Neither Party shall have any right or authority to contract or otherwise create any obligation or responsibility, express or implied, in the name of or on behalf of the other Party, except as explicitly provided herein.

XII. Compliance with Laws

The Parties and their respective employees, agents and representatives will comply with all applicable laws and regulations in the performance of the Agreement, including, without limitation, those relating to health and safety (which includes vetting the suitability of service providers such as transport contractors). Each party acknowledges that, to the extent that it creates or obtains information from any education records (as defined under Family Educational Rights and Privacy Act ("FERPA")) in connection with its performance under this Agreement, it will fully comply with the requirements of FERPA. Touro acknowledges that it has reviewed NYU's FERPA Guidelines, which are available at www.nyu.edu/apr/ferpa.htm.

XIII. Force Majeure

The Parties acknowledge and agree that obligations under this Agreement may be delayed or prevented due to an event beyond the reasonable control and without the fault or negligence of any of the Parties (a "Force Majeure Event"). For an event to qualify as a Force Majeure Event, an affected Party could not reasonably have avoided it or its effects by the exercise of reasonable diligence prior to the occurrence of the event. Force Majeure Events may include (without limitation) any act of God, war or public enemy, any act of government or any agency thereof, any fire, flood, explosion, power outage, equipment or transmission failure, earthquake, or other catastrophe, any epidemic or quarantine restriction, any rioting or revolution, any act of sabotage, piracy or terrorism, or any strike, lockout or other work stoppage, slowdown or dispute. A Party affected by a Force Majeure Event will employ reasonable efforts to (a) advise the other Party if it is unable to perform and the expected duration of such inability, (b) mitigate disruption and cost to the other Party due to such inability, and (c) resume performance as soon as possible.

XIV. Insurance and Indemnification

- A. Whenever an event or situation arises which, it is reasonable to believe, may lead to an indemnification obligation by either party pursuant to the terms of this Section, the party to be so indemnified (the "Indemnified Party") shall give prompt written notice to the other party (the "Indemnifying Party") of such event or situation and, if a claim is made or suit is brought, the Indemnified Party shall immediately forward a copy of every demand, notice, summons, complaint or other process received by it or its representative to the Indemnifying Party. The Indemnifying Party shall assume the defense of such claim and all costs thereof. The Indemnifying Party shall have the right to negotiate and consent to settlement; however the Indemnifying Party shall not settle any suit or claim without the Indemnified Party's prior written consent if such settlement involves consideration other than the payment of money that is to be fully paid by the Indemnifying Party. The Indemnified Party shall cooperate with the Indemnifying Party in all respects in all phases of a claim and any proceeding arising therefrom, including but not limited to, assisting in the conduct of lawsuits, assisting in enforcing an agreement of contribution or indemnity against a third party, providing witnesses, and making records and information available to the Indemnifying Party. The Indemnified Party shall have the right to employ separate counsel in any such claim and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of the Indemnified Party unless the employment of such counsel has been specifically authorized in writing by the Indemnifying Party. The Indemnifying Party shall not be responsible for any settlement of any such claim affected without its consent. The Indemnifying Party shall indemnify the Indemnified Party for all loss, liability, claims or damages directly arising out of the Indemnifying Party's negligence.

- B. In no event will either party be liable for special, indirect, incidental, exemplary or consequential loss or damage of any kind whatsoever (including but not limited to lost profits) arising out of or relating to this Agreement, even if such party has been advised of the likelihood of such loss or damage, whether arising under contract, tort (including negligence), strict liability or otherwise.
- C. If any suit, action, or other proceeding of any nature is instituted in connection with any dispute, controversy, or claim arising out of, relating to, or in connection with this Agreement, the prevailing party will be awarded reasonable attorneys' fees and costs resulting therefrom following a final, non-appealable order. The parties understand that attorneys' fees may be disproportionate to the amount in controversy.

XV. Renewal, Termination and Amendment of Agreement

- A. This Agreement will be effective as of the Effective Date and will remain in force for a period of five (5) years, unless otherwise terminated prior to such date.
- B. This Agreement may not be amended or modified, except through a written instrument signed by both Parties.
- C. This Agreement may be renewed, subject to the written approval of both Parties.
- D. Neither this Agreement nor any rights or obligations hereunder may be assigned or transferred by either Party without the prior written consent of the other Party. Any purported assignment or transfer without such prior written consent will be null and void.
- E. A Party adversely affected by a material breach of this Agreement by the other Party may terminate this Agreement if the breach has not been cured fifteen (15) days after the non-breaching party gives notice of the breach to the breaching party, *provided* that this Agreement will remain in force (but only to the extent necessary) until such time as all Program Participants at the time of termination have completed their studies or withdrawn or other arrangements have been made to safeguard the best interests of those Program Participants for the remainder of the respective Program.
- F. Each party's obligations under the following provisions will survive expiration or earlier termination of this Agreement: Sections VIII, VIX, X, XI, XII, XII, XIV, XV, XVI and XVII.

XVI. Governing Law, Dispute Resolution

- A.** This Agreement will be construed in accordance with and governed by the law of the State of New York, United States of America, without regard to principles of conflict of laws.
- B.** Each Party will use its best efforts to negotiate in good faith and resolve any dispute that may arise out of or in connection with this Agreement or any breach of this Agreement. If there is a dispute between the Parties arising out of, or in connection with, this Agreement, including any question regarding its existence, validity or termination (a "Dispute"), then either Party may give the other Party a written notice setting forth the full details of the Dispute. Authorized representatives of the Parties will meet in person or via teleconference as may be agreed upon by the Parties to discuss and attempt to resolve the Dispute.
- C.** Except as otherwise expressly provided herein, should any dispute, controversy or claim arising out of or relating to this Agreement not be resolved through good faith negotiations, such dispute, controversy or claim shall be exclusively heard and settled by expedited binding arbitration at a mutually agreed upon office in New York, New York, administered by an AAA arbitrator in accordance with the AAA's Commercial Arbitration Rules ("Rules"). Further, the costs of such arbitration shall be borne equally by the parties with each party also bearing its own attorneys' fees and any costs associated with presenting its proof. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Touro and NYU agree to the exercise of personal jurisdiction over them by the AAA and therefore waive a trial by jury. If any provision of this Agreement is held to be illegal, void or unenforceable, such provision shall have no effect; however, the remaining provisions shall be enforced to the maximum extent possible.

XVII. Miscellaneous

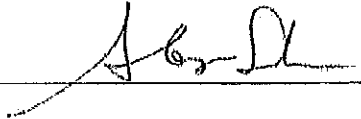
The Agreement constitutes the entire agreement between the Parties regarding the subject matter of this Agreement and supersedes all prior terms, conditions, agreements and undertakings, both written and oral, between the Parties with respect to the matters contained herein. No waiver of any term or condition of this Agreement will be construed as a continuing waiver of that term or condition or a waiver of any other term or condition of the Agreement. If any provision of this Agreement is determined to be invalid, void, illegal or unenforceable in any respect, the remaining provisions hereof will continue in full force and effect; and the invalidity of a particular provision in a particular jurisdiction will not invalidate such provision in any other jurisdiction. The headings of the sections contained in this Agreement are for convenience only and will not be deemed to control or affect the meaning or construction of any provision of this Agreement. This Agreement is not for the benefit of any third party. This Agreement may be executed in counterparts, each of which will

be considered an original, but all of which together will constitute the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement. The headings used herein are for convenience of reference only, are not part of this Agreement and will not affect the construction of, or be taken into consideration in interpreting, this Agreement.

IN WITNESS WHEREOF, a duly authorized representative of each Party has duly executed this Agreement as of the Effective Date.

**TOURO COLLEGE UNIVERSITY
SYSTEM**

NEW YORK UNIVERSITY

By: 

By: K.R. Sreenivasan

Name: Alan Sch

Name: K.R. SREENIVASAN

Position: SVP

Position: President and Dean