

3+3 PROGRAM ARTICULATION AGREEMENT

Eastern Washington University

And

Gonzaga University School of Law

This 3+3 Program (“Program”) Articulation Agreement (“Agreement”) is entered into between Eastern Washington University, a state agency and institution of higher education, (“EWU” or “Undergraduate Institution”) and The Corporation of Gonzaga University, a Washington nonprofit corporation, by and through its School of Law (“GU Law”), individually referred to as a “Party” and collectively as “Parties.”

WHEREAS, EWU offers various bachelor’s degree programs;

WHEREAS, GU Law offers a Juris Doctorate (JD) degree program;

WHEREAS, the American Bar Association has established standards (Standard 501(b)-(d)) that allow students who have not yet completed a bachelor’s degree to apply to, matriculate at, and ultimately graduate from, law school, subject to obtaining a bachelor’s degree concurrent to their legal education; and

WHEREAS, EWU will accept up to thirty (30) semester credits as transfer credits from GU Law to meet the degree requirements for select bachelor’s degree programs for plans of study that have been adopted and approved in advance by EWU through its governance system in accordance with section (B) below.

THEREFORE, the Parties agree as follows:

A. GU Law agrees as follows:

1. GU Law shall consider applications for admission to its full-time J.D. program from any EWU student who at the time of application will have earned at least 50 percent of the credits required for an EWU baccalaureate degree and will have earned at least 75 percent of the credits required for an EWU baccalaureate degree before their enrollment at GU Law, provided that the following conditions are met:
 - a. The student must apply for admission to GU Law’s full-time, regular J.D. program. Upon approval of the appropriate GU Law official(s), students who matriculate in the GU Law 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 GU 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 GU Law no later than March 15 of the calendar year in which the student hopes to matriculate at GU 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 GU Law will be considered only on a space-available

- basis.
- c. GU Law will recommend to EWU students interested in the Program to take the LSAT no later than the February prior to the fall term in which the student hopes to matriculate at GU Law. LSAT scores for administration of the LSAT later than the February test of the calendar year in which the student hopes to matriculate at GU Law will be considered by GU Law only on a space-available basis.
 - d. The student must submit to GU Law Admissions Office through LSAC an EWU transcript with grades earned for credits counted toward EWU'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 EWU.
 - e. To receive preference for admission or scholarships (including, but not limited to, the Thomas More Social Justice Scholarship) under this 3+3 Agreement, students should have a cumulative grade point average ("GPA") of 3.30 or higher at EWU for the credits counted toward the EWU baccalaureate degree at the time of application. GU Law strongly encourages EWU students admitted to the GU Law J.D. program to maintain a cumulative GPA of 3.30 before enrollment at GU Law. A drop in an admitted student's cumulative GPA below 3.30 during such period may cause GU Law to rescind its decision to admit the student. All grades earned at any post-secondary institution will be considered by the GU Law Admissions Committee, including grades from courses transferred into EWU from other colleges.
 - f. Exhibit A to this Agreement contains a typical timeframe for the application process for this Program.
2. Preferred students should achieve a score at or above the twenty-fifth percentile of LSAT scores for matriculants at GU Law for the previous admission year. Potential applicants should contact the GU Law Admissions Office before registering to take the LSAT to find out what the twenty-fifth percentile LSAT score for matriculants at GU Law was for the relevant admission year.
 3. GU Law shall permit EWU students who apply for admission to, or matriculate in, the Program to apply for any and all applicable scholarships and other financial aid at GU Law on the same terms as any other students, and shall consider the applications of such EWU 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 GU Law's tuition cost. GU Law's scholarship award may be reduced if a student's total scholarship exceeds tuition cost.
 4. GU Law will reserve one Thomas More Social Justice Scholarship per academic year for an EWU student who satisfies the selection criteria for the Thomas More Social Justice program. In addition to meeting the admission requirements of the J.D. program, applicants to the Thomas More Social Justice program must demonstrate their commitment to social justice, illustrate their leadership potential or promise, and explain how they contribute to the diversity of GU Law and to the profession.
 5. Nothing in the Agreement shall require GU Law to admit to its J.D. program or to the Thomas More Social Justice program any EWU student whom GU Law, in its sole discretion, deems

to be unqualified for admission to the program on any lawful grounds, regardless of whether the student has met recommended threshold GPA, LSAT, and other conditions for the consideration of an application established by this Agreement. GU Law normally considers, but need not be limited to considering, the applicant's academic credentials, letters of recommendation, personal statement, and satisfaction of GU Law's admission requirements related to character and fitness in making its admission decisions.

6. Nothing in this Agreement shall require GU Law to permit any EWU student admitted to the GU Law J.D. program to matriculate in that program unless the student has earned at least 75 percent of the credits required for conferral of a baccalaureate degree from EWU by the time of the student's expected matriculation at GU Law.

B. EWU agrees as follows:

1. EWU shall: (a) accept as transfer credits the first 30 semester credits earned at a grade of C or better in GU Law's J.D. program by any EWU student; and, (b) count such credits toward the requirements of an EWU baccalaureate degree for those programs of study that have been approved in advance for accepting GU Law courses. To be awarded a degree from EWU, students must meet the following minimum graduation requirements:
 - Earn a total of 180 quarter credits;
 - A minimum of 45 quarter credits must be earned at EWU, of which 15 must be upper division credits;
 - Minimum cumulative GPA of 2.0 or greater;
 - Major requirements; and,
 - General Education Requirements, Breadth Area Core Requirements, and University Graduation Requirements in accordance with the appropriate catalog.

After students meet the minimum graduation requirements, EWU will confer their degree.

2. EWU and GU Law shall work cooperatively to publicize the existence of the Program and make available to EWU's current and prospective students detailed information on Program requirements. EWU shall host GU Law representatives on EWU's campus for recruitment activities during the academic year at the option of GU Law. GU Law will provide relevant recruitment materials.
3. Nothing in this Agreement shall require any EWU student to apply for admission to the GU Law J.D. program.

C. Both Parties agree to the following provisions:

1. Admission Requirements. Except as modified by this Agreement, all admission criteria, other admission requirements, academic program requirements, and graduation requirements applicable to the students seeking to participate in the Program will be as specified in the respective academic catalogs, standards and other materials that otherwise would apply to those students.
2. Failed Requirements at EWU. If students do not successfully complete all requirements to earn a bachelor's degree from EWU, but have otherwise successfully completed the initial 30 credits at GU Law, EWU shall assist them in developing a plan to allow them an opportunity to complete their undergraduate degree at EWU. Until they receive their bachelor's degree from

EWU, such students may not enroll in any additional credit courses at GU Law but will remain in the Program so long as the EWU degree is obtained in a reasonable period of time.

3. Failed Credits at GU Law. If students do not successfully complete all 30 credits in their first two semesters of enrollment at GU Law but have otherwise satisfied all other requirements to obtain their bachelor's degree from EWU, for a reasonable period of time such students will have the opportunity to re-take any such failed credits and remain in the Program. For clarity, if students must re-take failed credits at GU Law, they may not enroll in any additional credit courses at GU Law until the initial 30 credits are successfully completed and the bachelor's degree from EWU has been obtained. If the failed credits are only offered in one semester, students may take courses at EWU to fulfill their bachelor's degree requirements while they are waiting for the GU Law course to be offered again.
4. Student Opt Out After Admission to GU Law. EWU shall assist students in developing an alternative option to allow them an opportunity to complete their undergraduate degree at EWU if such students opt not to participate in, or fail to successfully complete, the initial 30 credits at GU Law. EWU shall accept credits from GU Law that such students completed with a grade of C or better as part of the 30 credits required by such students' approved EWU degree program individualized plan of study.
5. Tuition and Fees. Tuition and fees shall be assessed by, and paid to, EWU for EWU courses and assessed by, and paid to, GU Law for GU Law courses. Withdrawals and refunds shall be handled by the institution that received the tuition and fees in accordance with its own rules and policies.
6. Baccalaureate Degree Completion. Once students have completed an approved EWU degree program, they shall no longer be considered EWU students and will transition to GU Law to complete their Juris Doctorate, at which time GU Law becomes their sole educational institution.
7. Student Support. GU Law and EWU agree to track the progress and success of Program participants. Responsibility for this tracking within GU Law rests with the Office of the Registrar and Student Success at GU Law. A mechanism will be developed to track and report on EWU students' use of the Program at both EWU and GU Law.
8. Third Party Beneficiary Rights. The Parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the Parties to this Agreement, and shall inure solely to the benefit of the Parties to this Agreement. The provisions of this Agreement are intended only to assist the Parties in determining and performing their obligations under this Agreement. The Parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a Party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.
9. Mutual Indemnification. To the extent permitted by applicable law and subject to the limitations set forth in section 10 of this Agreement, each Party (the "Indemnifying Party") will defend, indemnify, and hold harmless the other Party, including its trustees, regents, directors, officers, employees, faculty, students and agents (collectively, the "Indemnified Parties"), from and against any and all losses, claims, liabilities, damages, and costs of whatever kind and nature, including attorney fees and legal costs, for death or injury of any person and for loss or

damage to any property, occurring or claimed to occur as a result of the negligence of the Indemnifying Party or the failure of the Indemnifying Party to perform its obligations under this Agreement; providing, however, the Indemnifying Party shall not be obligated to defend, indemnify, and hold harmless any Indemnified Party to the extent any such losses, claims, liabilities, damages, and costs are the result of the negligence of an Indemnified Party or the failure of an Indemnified Party to perform any obligation under this Agreement. It is further specifically and expressly understood that the indemnification provided herein constitutes the Indemnifying Party's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this section shall survive the expiration or termination of this Agreement.

10. Limitation of Damages. In no event shall either Party be liable to the other Party for any claims by the other Party for indirect, incidental, consequential, special, punitive, or exemplary damages, including lost profits, arising or alleged to arise from this Agreement, its breach, or the transactions contemplated herein, however caused, under any theory of liability.
11. EWU Self-Insurance. EWU hereby notifies GU that as an agency of the State of Washington and in accordance with Washington law, EWU maintains a self-insurance program. Upon GU's request, EWU will provide GU proof of insurance or loss coverage.
12. GU Insurance and Proof of Coverage. GU agrees to maintain during the term of this Agreement comprehensive general liability insurance coverage with limits of not less than \$1 million per occurrence and \$3 million annual aggregate (or an equivalent program of self-insurance satisfactory to EWU). Upon EWU's request, GU will provide EWU proof of insurance or loss coverage required under the terms of this Agreement. In addition, GU agrees to notify EWU in writing in the event of a material modification or change in such coverage.
13. Effective Date and Termination.
 - a. This Agreement will be effective from the date last signed below and continue for a period of three (3) years, unless sooner terminated or extended as provided herein.
 - b. This Agreement will automatically be extended for an additional three-year period, not to exceed a total of six (6) years unless superseded by a new agreement.
 - c. This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the Parties.
 - d. This Agreement may be terminated by giving the other Party at least ninety (90) days advance, written notice of its intention to terminate. In the event of termination, it shall not become effective for students already enrolled and participating in the Program. These students will be allowed to complete their Program participation.
 - e. The Program created by this Agreement shall begin in the 2019-20 admissions cycle for students desiring to begin law school in the fall of 2020.
14. Entirety of Agreement. This Agreement, consisting of nine (9) pages, including Exhibit A, represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

15. Trademarks and Logos.

- a. Each Party grants to the other a non-exclusive, non-transferable license to use the other Party's trademarks 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 or logos. Either Party's use of the trademarks, or logos of the other Party will comply with the use policies established by the Party that owns such trademarks and logos. Neither Party shall use any athletics trademarks or logos of the other party for any reason, including, but not limited to, the Gonzaga University Athletics bulldog head logo.
- b. Each Party shall cease and desist from the use of the other Party's trademarks and logos, and shall return any and all promotional and other materials bearing such trademarks or logos to such Party, upon the termination of this Agreement. If prior to termination either Party requests in writing that the other Party stop a particular use of the requesting Party's trademark(s) or logo(s), then the other Party shall cease and desist from such use immediately.

16. Relationship between the Parties. 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. Each institution is solely responsible for the development and design of its own curriculum. Changes on the part of either Party may necessitate review of this Agreement.

17. Governing Law, Jurisdiction and Venue. This Agreement shall be governed by and enforced according to the laws of the State of Washington and the United States, and the Superior Court of Washington for Spokane County shall have exclusive jurisdiction and venue of all disputes arising under this Agreement, except that in any case where the courts of the United States shall have exclusive jurisdiction over the subject matter of the dispute the United States District Court for the Eastern District of Washington, Spokane division, shall have exclusive jurisdiction and venue.

18. Nondiscrimination. During the performance of this Agreement, the Parties shall comply with all federal and state nondiscrimination laws, regulations, and policies. In the event of a Party's noncompliance or refusal to comply with any nondiscrimination law or regulation, this Agreement may be rescinded, canceled, or terminated in whole or in part. The non-complying Party shall, however, be given sixty (60) days in which to cure this noncompliance.

19. Severability. Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and either Party may renegotiate the terms affected by the severance.

20. Disclosure through Public Records Request. The Parties understand that EWU is a public entity subject to the Washington Public Records Act, RCW 42.56. If EWU receives a Public Records Act request for EWU's records regarding this Agreement or actions taken under this Agreement, and EWU's Public Records Officer either determines that no exemption to

disclosure applies or is unable to determine whether an exemption to disclosure applies, EWU will notify GU of the request and the date that such records will be released to the requester unless GU obtains a court order enjoining that disclosure.

21. Notices. All notices, demands, requests or other communications required to be given or sent by a Party under this Agreement will be in writing and will be delivered by at least one of the following methods: (i) in person, (ii) mailed by first-class mail, postage prepaid, (iii) transmitted by facsimile, or (iv) transmitted by electronic mail (email) addressed as set forth below, providing a Party may designate a change of address at any time by notice in writing to the other Party. All notices, demands, requests, or communications that are mailed by first class mail will be deemed received five (5) business days after deposit in the mail, postage prepaid, and all notices transmitted by facsimile or by email will be deemed received upon written confirmation by the receiving party of successful facsimile or email transmission.

To GU Law:

Gonzaga University School of Law
Office of the Dean
721 N Cincinnati St.
Spokane, WA 99220-3528

(509) 313-3700 (Voice)
(509) 313-5744 (Facsimile)
lawdean@gonzaga.edu (Electronic Mail)

To EWU:

Eastern Washington University
Office of the Provost and Vice President for Academic Affairs
Showalter 220
Cheney, WA 99004-1649

(509) 359-7900(Voice)
dmay@ewu.edu (Electronic Mail)

22. Counterparts. This Agreement may be executed in any number of counterparts or, if mutually agreeable to the undersigned authorized signatories for the Parties, through the exchange by facsimile or other electronic means of duly-signed duplicates hereof, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

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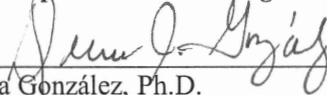
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INTENDING TO BE LEGALLY BOUND, by signing below, each Party acknowledges its agreement with the terms and conditions of this Agreement and each signatory represents and warrants that he/she is authorized to sign on behalf of and to bind his/her party to all of the terms and conditions of this Agreement as of the Effective Date.

The Corporation of Gonzaga University

By: 
Deena González, Ph.D.
Provost and Senior Vice President

Date: 12/16/19

Eastern Washington University

By: 
David May, Ph.D.
Interim Provost and Vice President for Academic Affairs

Date: 12/29/2019

Exhibit A

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

- June - July prior to start of junior year:
 - Student assesses academic performance to date to ensure that the 3.30 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 GU Law, including:
 - Application form;
 - CAS report (includes undergraduate transcript and LSAT scores);
 - Two letters of recommendation;
 - Resume
 - 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.

FIRST AMENDMENT
TO
3+3 PROGRAM ARTICULATION AGREEMENT

Eastern Washington University, a state agency and institution of higher education, ("EWU") and The Corporation of Gonzaga University, a Washington nonprofit corporation, by and through its School of Law ("GU Law") hereby enter into this First Amendment to the 3+3 Program Articulation Agreement ("Agreement") executed as of December 29, 2019.

1. Purpose of the Amendment: EWU and GU Law wish to amend the Agreement by modifying Section C.3. to more thoroughly explain academic standards and related processes.
2. Modifications: The first sentence of Section C.3. is replaced with:

Students are subject to GU Law's academic rules including minimum GPA requirements and may be academically dismissed from GU Law for failing to achieve the minimum required GPA. If students who have not been academically dismissed from GU Law do not successfully complete all 30 credits in their first two semesters of enrollment at GU Law but have otherwise satisfied all other requirements to obtain their bachelor's degree from EWU, for a reasonable period of time such students will have the opportunity to re-take any such failed credits and remain in the Program.

3. Terms and Conditions: Except as amended herein, all other terms and conditions of the Agreement shall remain in full force and effect.
4. Execution: The effective date of this amendment is December 30, 2019, regardless of the date of execution.

IN WITNESS WHEREOF, GU Law and EWU have executed this amendment in duplicate originals, one of which is retained by each of the parties.

The Corporation of Gonzaga University

By: Deena J. González
Deena González, Ph.D.
Provost and Senior Vice President

Date: 2/11/2020

Eastern Washington University

By: David May
David May, Ph.D.
Interim Provost and Vice President for Academic Affairs

Date: 02/19/2020