

TRANSFER ARTICULATION AGREEMENT BETWEEN:

Groupe Rennes School of Business- a non-profit organization under the French law, whose registered office is located at 2 rue Robert d'Arbrissel 35065 Rennes, registered in the Prefecture under the number W353011767, represented by Thomas FROEHLICHER, in his capacity as Dean & General Director, duly authorized for the purpose hereof, hereinafter referred to as « RSB, »

on the one hand,

and:

Raritan Valley Community College, represented by Dr. Deborah E. Preston, Provost and Vice President of Academic Affairs

hereinafter referred to as "RVCC."

on the other hand.

Individually referred to as a « party » and collectively the « parties. »

1. Preamble

In the spirit of prolific international relations and academic cooperation, Rennes School of Business and RVCC wish to strengthen their ties following their mutual interests in delivering academic excellence and cultural diversity programs. Hence, RSB and RVCC have decided to enter into this cooperation agreement for the joint establishment and operation of an articulation agreement.

The agreement shall facilitate promising opportunities for the highly qualified students from RVCC and further enhance their competence, language, cultural and social skills.

2. Objectives

Both entities agree to cooperate in establishing and maintaining articulation for their respective programs:

- Raritan Valley CC Associate Degrees in Business with its campus located at 118 Lamington Road, Branchburg, NJ 08876
- Rennes SB Bachelor in International Management with its campus located at 2 rue Robert d'Arbrissel, 35065, Rennes, France.

The agreement is intended for students who have completed an Associate Degree in Business or related areas and wish to transfer to Rennes SB to obtain Rennes SB Bachelor in International Management.

Firm arrangements between departments and institutions provide the opportunity for these students to obtain a complete bachelor's degree through program-to-program agreement at the outset of their Community College education.

3. Admission and Selection of Students

Rennes School of Business agrees to accept all credits for the Associate Degree in Business.

If a student has only completed 35 to 45 US credits related to Business, an « International Business Proficiency Course » will be offered online before the semester. This Program will help students understand concepts in the following five key areas of Business & Management: Marketing — Strategy & Innovation — Finance & Accounting — Supply Chain Management - Organizational Behavior & Human Resource Management.

Students who have completed their Associate Degree at RVCC may transfer to Rennes School of Business's International Bachelor Program in Management with senior standing if they have completed all Business courses identified in the transfer degree map, with a cumulative GPA of 3.00 or higher.

Students who earn an Associate Degree in Business or related areas at RVCC are guaranteed admission to the last and final year of the International Bachelor Program in Management conditional upon meeting the prerequisites of the minimum requirements for admission.

After completing the International Bachelor Program in Management, students may be admitted to one of the Master Programs offered at Rennes School of Business for one additional year, should they wish to pursue their studies (2+1+1)

4. Financial

Under this agreement, the last year of the International Bachelor Program's tuition fees amounts to 9000€ for the whole degree for the 2022 cohort. According to Rennes School of Business's annual fee increase, those fees may be subject to an increase each year.

The RVCC International Education and Study Abroad office will inform prospective students of these $2+1\ \&\ 2+1+1$ opportunities and promote them on the Study Abroad website. In addition, when feasible, RVCC will provide Rennes School of Business with students' contact information interested in this articulation agreement.

5. Academic changes

RSB may prescribe to the other party modifications of an academic nature during the contract execution or accept the modifications it proposes. However, these modifications may not change the object of the Contract.

In the event of a modification at the request of RSB, its decision shall be notified to the other party. In the absence of observations made within ten days, the modifications are deemed to be accepted by the other party.

Final modification of the academic part related to the International Bachelor Program in Management will be implemented following Rennes School of Business's internal procedures.

Each institution is solely responsible for its study program. If one of the institutions' study programs is amended, both parties will review the study program. Amendments thus accepted by the parties shall give rise to the drawing up of an amendment.

6. Annual review of the cooperation

An assessment of the actions will be carried out annually and used by the parties to present the commitments, objectives, and achievements. In addition, this report will also consider the communication actions carried out within the partnership framework.

7. Assessment at the end of the cooperation

An overall assessment of the cooperation will also be carried out by the parties six (6) months before the expiration of the Contract to make an objective analysis of the actions, commitments, objectives, and achievements to help in the decision concerning the possible renewal of the cooperation and to establish the roadmap for future actions if necessary.

8. Termination - Revision

In the event of non-execution or violation by one of the Parties of any of the provisions of the Convention, the latter may be unilaterally and automatically terminated by the other Party 30 (thirty) days after the sending of a formal notice by registered letter with acknowledgment of receipt, which shall remain without effect, without prejudice to any damages and interest that may be claimed from the defaulting party, and not exclusively:

- In the circumstance of failure by one of the Parties to fulfill its obligations
- In the circumstance of failure to comply with the conditions of use of the logo or trademarks
- In the circumstance of damage or risk of damage to the image of one of the parties that may result from the collaboration that is the subject of this agreement, if one of the parties is publicly involved in events that are difficult to reconcile with the values and principles of the other party.

Furthermore, this agreement shall be automatically and ipso jure terminated if either party finds it impossible to continue this agreement because of a legislative or regulatory change concerning it or its activities.

Termination shall occur within fifteen (15) days of formal notice sent by registered letter with acknowledgment of receipt.

Any termination of the agreement must consider the rights of students already participating or accepted in the Program.

9. Confidentiality and Professional Secrecy

Each party undertakes to keep confidential all documents and information concerning the other party, of whatever nature (except for documents and information already in the public domain) to which it may have had access during the performance of this Contract.

The Parties shall take vis-à-vis their personnel all necessary measures to ensure, under their responsibility, the secrecy and confidentiality of all information and documents coming to their knowledge during their mission. Furthermore, the Parties undertake to ensure compliance with this clause by the person they call upon.

It is agreed that if a Party intends to communicate any of this information to a third party, it must obtain the other party's prior written consent.

The Parties agree that this confidentiality clause shall remain in force for three (3) years after the expiry of this Contract.

10. Conditions of use of trademarks, logos, and distinctive signs

The rights to use and reproduce the respective trademarks, distinctive signs, and logos of the Parties are granted to the Parties on a precautionary and non-exclusive basis for the sole duration of this Convention. The rights granted shall automatically terminate upon termination of this Convention, whatever the cause.

The Parties undertake to reproduce their respective trademarks, distinctive signs, and logos clearly and visibly, without alteration or modification, i.e., in strict compliance with the wording, proportions, graphics, and colors. Without the Parties 'agreement, these logos may not be reproduced in association with a trademark or logo other than those of the Parties.

The Parties undertake to transmit to each other before any act of reproduction or representation of their respective trademarks, distinctive signs, or logos, whatever the form, all the models, files, or illustrations concerned.

This communication shall be made within fifteen (15) working days to enable the Parties to examine the elements concerned, make their observations, and, if necessary, request any modification they deem necessary. The Parties may not put into circulation communication media of this Contract reproducing their respective trademarks, distinctive signs, or logos without prior authorization from the other party.

In general, the Parties shall take care not to distort the terms of their collaboration or damage the other party's image or corporate purpose. The preservation of this image is a key factor in the success of cooperation, the existence of which must in no way affect the Parties' freedom of action and communication, including on the issues to which it relates, in respect of which the Parties accept that their respective positions may diverge. Each party should remain free to express its differences.

Just cause

The party whose trademark, distinctive sign, or logo is to be used may oppose its use only on a just ground, which may, for example, consist of damage to its image. It is specified that this just ground for opposition by a Party may result both from the medium on which its trademarks, distinctive signs, or logos are used and from the context in which they are used, reproduced, or represented.

11. Compliance with the Legislation and Standards in Force

In executing this Contract, Rennes School of Business and RVCC undertake to comply with the laws applicable to all their national or international activities, the standards in force, and the values that govern the subject of this Contract and recalled in the preamble.

The Parties undertake to provide their employees with a safe and healthy workplace following the laws in force.

In a spirit of transparency, the Parties undertake to communicate any environmental problems related to creating and marketing its products or services or relating to the areas covered by this Contract as soon as these are deemed severe enough to require discussion within the framework of this Contract.

Non-Exclusive

This cooperation contract is non-exclusive and leaves the Parties free to set up other cooperation actions like the one covered by this agreement.

Partial Validity

If one or more stipulations of the Contract are held to be invalid or declared as such by a competent court's final decision, the other stipulations of the Contract shall retain their full force and scope.

12. General Data Protection Regulation

DMPP Compliance

For any processing of personal data carried out in connection with this Contract, the parties will comply with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals regarding the processing of personal data and the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) - "GDPR."

Each party represents and warrants the other party to strictly comply with the DPMR for any processing of personal data carried out in connection with this Contract.

Notwithstanding any clause to the contrary, the parties shall not incur any contractual liability under this Contract to the extent that compliance with the DPMR would prevent them from performing any of their obligations under this Contract.

Personal data of RVCC

If Rennes School of Business carries out the processing of RVCC's personal data or allows a third party to do so, it must inform RVCC and comply with the RGPD, and if necessary, instruct the third party to do the same and guarantee that it will comply.

Personal data of Rennes School of Business

If RVCC carries out the processing of personal data by Rennes School of Business or allows a third party to do so, it must inform Rennes School of Business and comply with the RGPD, and if necessary, instruct the third party to do the same and guarantee that it will comply.

Personal data of third parties & Commitment to confidentiality

If the partnership involves personal processing data of third parties, such personal data shall remain confidential. Consequently, following Article 14, paragraph 5(d) of the GDPMR, the parties will not be obliged to provide the person concerned with the information listed in Article 14.

Sub-processing of personal data

Within the Contract's execution framework, the parties may be led to carry out the processing of personal data on behalf of the other party, the latter alone determining the purposes and means of the processing. In this case, each party will be responsible for the processing, and the other party will be its processor, in the sense of article 28 of the GDPR. Before any processing of personal data, the parties will conclude a processing contract.

Co-Processing of personal data

Within the Contract's execution framework, each party may be required to determine, jointly with the other party, the purposes, and means of processing personal data. In this case, the Parties will be jointly responsible for the processing within the meaning of article 26 of the RGPD. Before any coprocessing of personal data, the Parties will conclude a co-processing contract.

13. Duration of the agreement

This agreement shall be in force and binding upon the Parties for five (5) years, beginning in fall 2021. It will be automatically renewed unless, at least six months before the term, either party gives the other party written notice of its intent not to continue the agreement.

In witness thereof, the	e parties below ha	ave offered their s	ignatures:
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For and on behalf of

For and on behalf of

Rennes School of Business

RVCC

Signature: 📐

Dr Thomas FROEHLICHER

Dean & General Director

Date: 08/07/2021

Signature:

Dr. Deborah E. Preston

Provost and Vice President of Academic Affairs

Date: 7-19-21

TRANSFER DEGREE MAP: RVCC to Rennes School of Business International Bachelor Program in Management

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