ARTICULATION AGREEMENT

This Articulation Agreement (“Agreement”) is entered into by and between The National Restaurant Association Educational Foundation, an Illinois not for profit qualified as a 501(c)(3) corporation (the “Foundation”) and Western Colorado University (“Post-secondary School”) (each a “Party” and collectively the “Parties”) as of January 01, 2024 (“Effective Date”).

RECITALS

WHEREAS, the Parties have a mutual interest and mission in promoting the continued growth of students pursuing foodservice-related studies.

WHEREAS, the Parties desire to provide a continuing articulation program that builds on past learning experiences and eliminates duplication of instruction as further outlined herein (the “Program”).

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the Parties mutually agree to the following:

1. Credits. Students who have been awarded the ProStart National Certificate of Achievement (“COA”) by the Foundation will be granted credit(s) for certain introductory courses at Post-secondary School in accordance with Attachment A hereto (the “Credit Transfer Guide”). Additionally, if set forth in the Credit Transfer Guide, students who are not awarded the COA but who pass the ProStart Level 1 and ProStart Level 2 exams, as well as students who only pass the ProStart Level 1 exam, will be granted credit(s) for certain introductory courses at Post-secondary School in accordance with the Credit Transfer Guide. To receive such credit(s), students must meet all admission requirements of the applicable Post-secondary School program and must matriculate into Post-secondary School.

2. Scholarships. Students who have earned or will have earned the COA are eligible to apply for and/or receive from Post-secondary School the scholarships set forth in Attachment B hereto.

3. Term. This Agreement commences as of the Effective Date and shall remain in full force and effect for one (1) year (“Term”). Following the Term, this Agreement will automatically renew for successive one (1) year terms (each, a “Renewal Term”) unless either Party provides the other Party with 180 days’ written notice of an intent not to renew. Post-secondary School will continue to honor the Credit Transfer Guide in effect between the Parties at the time of termination for all students who applied to Post-secondary School during the Term or a Renewal Term.

4. Review and Amendment. This Agreement is subject to annual review by the Parties in June of each year for inclusion in the National ProStart Collegiate Passport the following academic year. This Agreement may be modified only by the mutual written agreement of both Parties.

5. Discretion for Course Level. Should a student fail to make satisfactory progress in the next higher level course, the student may be required to transfer back to a lower level course at the discretion of Post-secondary School.

6. Administrative Duties. The Foundation is responsible for ensuring that students who are awarded the COA or who pass ProStart Level 1 and/or ProStart Level 2 exam(s) have met all of the requirements for the COA or such exam(s). Foundation is also responsible for maintaining a
system to enable all the COAs issued or exam(s) passed after November 1, 2014 to be verified by representatives of Post-secondary School.

Post-secondary School agrees to designate faculty and academic advisors to facilitate advisement for students interested in the Program.

7. Promotion. The Foundation agrees to promote the Program in the National ProStart Collegiate Passport to ProStart educators and students with information provided by the Post-secondary School in a format developed by Foundation. The Post-secondary School agrees to inform prospective students of the Program.

8. License and Warranty of Post-secondary School Marks. Post-secondary School grants to the Foundation a limited, nonexclusive, revocable, royalty-free license and/or sublicense to use the names and logos of Post-secondary School (the “Post-secondary School Marks”) to promote the Program. Post-secondary School represents and warrants that it and/or its affiliates hold full and entire title, rights and interest in the Post-secondary School Marks and such marks do not infringe any rights or interests of any third party. The license and/or sublicense granted pursuant to this Section 8 is sublicensable to any Foundation affiliates or third parties; provided that any such sublicense shall comply with the terms of this Section 8.

9. Notices. Notices required under this Agreement shall be in writing and shall be delivered either by personal delivery, mail, overnight courier and/or email to the address of each Party as set forth below.

The Foundation: The National Restaurant Association Educational Foundation
2055 L Street, NW, Suite 702
Washington, DC 20036
Attn: General Counsel

With a copy to: Legal@restaurant.org

Post-secondary School: Western Colorado University
1 Western Way
Gunnison, CO 81231
Attn: Provost

10. Assignment. This Agreement is not assignable or transferable by either Party without the prior written consent of the other Party.

11. Non-Discrimination. The Parties shall abide by all applicable federal, state and local laws and regulations prohibiting discrimination.

12. Severability. Invalidity or unenforceability of one or more provisions of this Agreement shall not affect any other provision of this Agreement. If possible, any unenforceable provision within this Agreement will be interpreted to reflect the Parties’ original intent.

13. Waiver. Waiver of any Party of any breach of any provision of this Agreement shall not be considered a waiver of any subsequent breach of the same or any other provision.
14. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings of the Parties in connection therewith.

15. **Governing Law; Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to the principles of conflicts of laws. Any dispute that arises or relates to this Agreement shall be resolved in the state or federal courts located in Cook County, Illinois, and the Parties expressly waive any challenge to the jurisdiction or venue of such courts.

**IN WITNESS WHEREOF AND TO EFFECTUATE THE FOREGOING,** the Parties have executed this Agreement effective as of the Effective Date.

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**THE NATIONAL RESTAURANT ASSOCIATION EDUCATIONAL FOUNDATION**  
By: [Signature]  
Name: Robert A. Gifford  
Title: President

**POST-SECONDARY SCHOOL:**  
**WESTERN COLORADO UNIVERSITY**  
By: [Signature]  
Name: Dr. Jessica Young  
Title: Provost
Attachment A  
Credit Transfer Guide

Courses for which credit will be granted to students holding the ProStart National Certificate of Achievement:

<table>
<thead>
<tr>
<th>Course Number</th>
<th>Course Description</th>
<th>Number of Credits</th>
</tr>
</thead>
<tbody>
<tr>
<td>BUAD 150</td>
<td>Introduction to Sustainable Tourism &amp; Hospitality</td>
<td>3</td>
</tr>
<tr>
<td>BUAD 297</td>
<td>Special Topic: Food Production</td>
<td>3</td>
</tr>
<tr>
<td>BUAD 299</td>
<td>Internship</td>
<td>6</td>
</tr>
<tr>
<td></td>
<td>TOTAL CREDITS</td>
<td>12</td>
</tr>
</tbody>
</table>

Courses for which credit will be granted to students who have passed ProStart Level 1 and ProStart Level 2 exams:

<table>
<thead>
<tr>
<th>Course Number</th>
<th>Course Description</th>
<th>Number of Credits</th>
</tr>
</thead>
<tbody>
<tr>
<td>BUAD 150</td>
<td>Introduction to Sustainable Tourism &amp; Hospitality</td>
<td>3</td>
</tr>
<tr>
<td>BUAD 297</td>
<td>Special Topic: Food Production</td>
<td>3</td>
</tr>
<tr>
<td>BUAD 299</td>
<td>Internship</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td>TOTAL CREDITS</td>
<td>9</td>
</tr>
</tbody>
</table>

Courses for which credit will be granted to students who passed the ProStart Level 1 exam only:

<table>
<thead>
<tr>
<th>Course Number</th>
<th>Course Description</th>
<th>Number of Credits</th>
</tr>
</thead>
<tbody>
<tr>
<td>BUAD 150</td>
<td>Introduction to Sustainable Tourism &amp; Hospitality</td>
<td>3</td>
</tr>
<tr>
<td>BUAD 297</td>
<td>Special Topic: Food Production</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td>TOTAL CREDITS</td>
<td>6</td>
</tr>
</tbody>
</table>
### Attachment B
Scholarships

<table>
<thead>
<tr>
<th>Scholarship Name</th>
<th>Amount</th>
<th>Deadline</th>
<th>Application &amp; Eligibility Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Geiman Fellowships for students in the Gunnison Watershed School</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Please note: While valued and appreciated, scholarships available only to students who place at state and/or national competitions are not available for inclusion on the National ProStart Collegiate Passport.