

**MEMORANDUM OF UNDERSTANDING
BETWEEN
DREXEL UNIVERSITY, FOR ITS THOMAS R. KLINE SCHOOL OF LAW
AND
ALBRIGHT COLLEGE**

Drexel University, for its Thomas R. Kline School of Law, and Albright College agree to establish a 3+3 and 3+1 program, beginning with the 2021-2022 academic year in which after three years of work at Albright College and subject to the conditions outlined below, a student will be eligible for admission to the Drexel University Thomas R. Kline School of Law (“Kline School of Law”) for completion of the J.D. or Master’s degree as defined by the Kline School of Law. Each student in this early admission Program will be awarded a Bachelor’s Degree by Albright College after successful completion of the first year of study at the Drexel University Thomas R. Kline School of Law.

Based upon the mutual obligations and duties and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

I. 3+3 JD PROGRAM

- a. Albright College will encourage a pool of highly qualified students for the early admissions program beginning in the 2021-2022 academic year.
 - i. Upon recommendation from the Albright Pre-Law Advisor, Albright may include outstanding transfer students who complete at least one year at Albright on an exception basis.
 - ii. In year 4 of this Program, students who meet the admissions criteria for Drexel are considered full-time students of Kline School of Law. Albright will not provide institutional aid to students once they are enrolled at the Kline School of Law. Students will be considered for merit-based and need-based aid by Drexel University during the application process with the Kline School of Law.
 - iii. Albright also agrees to implement the following plan to carry out the accelerated program:
 1. Admission Department will develop Pre-Law recruiting materials (e.g., web content, print pieces, etc.) and list the affiliation with Kline School of Law Department.
 2. The Albright Office of Undergraduate Admissions will add the 3+3 program as an enrollment option beginning with the 2021-2022 application cycle.
 3. Albright will send the list of interested students in their freshman-junior year to the Assistant Dean of Enrollment Management at the Kline School of Law by October.

- b. In this Program, Drexel University's Thomas R. Kline School of Law agrees to accept any candidate from Albright each year who meets the following eligibility requirements:
 - i. Submits a completed application to the Kline School of Law no later than March 1 of the calendar year in which the student plans to attend.
 - ii. Student is in good academic standing at Albright (i.e., not on academic probation);
 - iii. A cumulative grade point average, after completion of 24 courses, that meets or exceeds the median GPA of the most recent incoming class at the Kline School of Law. A student with a lower cumulative GPA may be considered, but will not be automatically admitted;
 - iv. An LSAT score that meets or exceeds the median LSAT of the most recent entering class at the Kline School of Law. A lower LSAT may be considered but will not be automatically admitted. The LSAT will be taken by December 31st of the student's third year at Albright. Student may take the LSAT more than once;
 - v. Student is in good social standing (satisfactory student conduct record with no unresolved disciplinary issues) at Albright;
 - vi. Student has no record of student conduct violations nor any pending disciplinary charges at Albright
 - vii. As required of all admitted or re-admitted students to Kline School of Law, the student will be required to answer the criminal history disclosure question on the Kline School of Law application and may be subject to further review if there is a disclosure; note that a prior criminal history issue does not necessarily disqualify a student from admission to the Law School;
 - viii. Recommended by Albright Pre-Law Advisor; and
 - ix. Comply with seat deposit and other deadlines established by the Kline School of Law.
- c. Kline School of Law reserves the right to change its admissions requirements at any time; in the event of a change, Albright will be notified by Kline School of Law before new admissions requirements are made effective.
- d. Following acceptance to Kline School of Law, Albright students will be required to notify Kline School of Law of any material change to the accuracy and completeness of the information contained in their application prior to enrollment and matriculation at Kline School of Law.
- e. All candidates for this Program must, upon application, schedule an interview with the Assistant Dean of Enrollment Management at the Kline School of Law. This interview should be scheduled after the student has taken the LSAT, but the results of the LSAT need not be available at the time of the interview.

II. 3+1 Master of Legal Studies Program

- a. Albright will encourage a pool of qualified students for the early admissions program beginning in the 2021-2022 academic year.
- b. The MLS Program will be open to Albright students as well as any transfer students who may be recruited to participate.
- c. In year 4 of this Program, students who apply and meet the admissions criteria for the Kline School of Law are considered full-time students of the Kline School of Law.
- d. Albright also agrees to implement the following plan to carry out the accelerated program:
 - i. Admissions will develop MLS Program recruiting materials (e.g., web content, print pieces, etc.) and list the affiliation with Kline School of Law.
 - ii. The Albright Office of Undergraduate Admissions will add a 3+1 agreement as an enrollment option on all associated applications beginning with the 2021-2022 application cycle.
 - iii. Albright will send the list of interested students to the Assistant Dean of Enrollment Management at the Kline School of Law by October.
- e. In this MLS Program, Drexel University Thomas R. Kline School of Law agrees to accept any candidate from Albright College each year who meets the following eligibility requirements:
 - i. Submits a completed application to the Kline School of Law no later than March 1 of the calendar year in which the student plans to attend.
 - ii. Student is in good academic standing at Albright College (i.e., not on academic probation);
 - iii. A cumulative grade point average of 3.0 for three years (24 course units);
 - iv. Student has no record of student conduct violations nor any pending disciplinary charges at Albright College ; and
 - v. Comply with seat deposit and other deadlines established by the Kline School of Law.

No GRE or LSAT scores are required for admission.

III. MISCELLANEOUS GENERAL TERMS:

- a. **Use of Name; Copyrights; Intellectual Property.** The parties to this Agreement agree and acknowledge that Drexel owns the entire right, title and interest to the name "Drexel University" and all related identifying marks and Albright owns the entire right, title and interest to the name "Albright College" and all related identifying marks. Both parties acknowledge and agree that before using the other party's name(s) or identifying marks either in printed material distributed to the public or on a website, for the purpose of describing the existence of the Program or for any other purpose, the party seeking to use the other party's name(s) or identifying marks shall obtain prior written approval.

- b. This Agreement shall be reviewed at least every other year by the parties. Either party to this Agreement may cancel it with six months' written notice to the other party;

however, any student who is enrolled in this Program at Albright at the time of said cancellation shall be entitled to any rights or privileges provided under the terms of this Agreement and the same will be honored by both Albright College and Drexel University's Thomas R. Kline School of Law.

- c. Albright shall have the exclusive authority to determine any entrance criteria for students seeking admission to this Program at Albright. Kline School of Law shall have exclusive authority to determine any entrance criteria relating to admission to the Law School.
- d. **Governing Law; Jurisdiction.** This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania and the parties hereby submit to the exclusive jurisdiction of the courts located in the Eastern District of Pennsylvania for litigation of any disputes arising under this Agreement.
- e. **Entire Agreement; Modification.** This Agreement contains the entire agreement between the parties and cannot be amended or modified, except in a writing signed by both parties. The parties shall not be bound by any agreements, conditions, or representations not contained in this Agreement.
- f. **Nondiscrimination.** The parties agree to continue their respective policies of nondiscrimination based on Title VI of the Civil Rights Act of 1964 in regard to sex, aged, race, color, creed, and national origin, Title IX of the Education Amendments of 1972 and other applicable laws, as well as the provisions of the American with Disabilities Act. The parties further agree not to discriminate against students on the basis of sexual orientation, gender identity, veteran status or any other status protected by federal, state, or local law. The parties agree to cooperate with the each other in any investigation of claims of discrimination or harassment.
- g. **Assignment.** Neither Drexel nor Albright may assign this Agreement without prior written consent of the other party.
- h. **Severability.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted.
- i. **Authority.** Both parties represent and warrant that (i) each has the respective corporate or other power and authority to enter into this Agreement and to perform its obligations hereunder; (ii) the person who executes this Agreement on behalf of each of Drexel and Albright, respectively, has the necessary authority to bind Drexel and Albright; and (iii) neither the execution and delivery of this Agreement, nor the performance of its obligations hereunder, will constitute a violation of, a default under, or conflict with any term or provision of its respective certificate of incorporation, by-laws or other agreements to which it is bound.
- j. **Counterparts; Facsimile and Electronic Signatures.** Provided that all parties execute a copy of this Agreement, this Agreement may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same document. This Agreement may be executed by the parties and transmitted by facsimile or electronic transmission, and, if so

executed and transmitted, shall be effective as if the parties had delivered an executed original of this Agreement

- k. **Notices.** All notices and other communications pertaining to this Agreement shall be in writing and shall be deemed duly to have been given if personally delivered to the other party, sent by facsimile or if sent by the United States Postal Service certified mail, return receipt requested, postage prepaid or by Federal Express, United Parcel Service or other nationally-recognized overnight carrier. All notices or communications between Drexel and Service Provider pertaining to this Agreement shall be addressed as follows:

If to Drexel's Kline School of Law:
3320 Market Street, Suite 400
Office of the Dean
Philadelphia, PA 19104

With a copy to: Drexel University
Office of the General Counsel
The Left Bank
3180 Chestnut Street
Suite 101
Philadelphia, PA 19104

If to Albright College:

Karen A. Campbell, Ph.D.
Provost and Senior Vice President for Academic Affairs
Dean of the Faculty
P. Kenneth Nase Chair of Biology
Albright College
1622 N 13th St.
Reading, PA 19604

Either party may change its notification address by giving written notice to that effect to the other party in the manner provided herein. Notices shall be effective upon receipt.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have caused this Agreement to be executed by their duly authorized representatives as of the date indicated below.



Karen A. Campbell, Ph.D.
Provost and Senior Vice President for Academic
Affairs
Dean of the Faculty
P. Kenneth Nase Chair of Biology
Albright College



Daniel M. Filler, J.D.
Dean, Kline School of Law
Drexel University



Dr. A.J. Merlino
Associate Dean of Student
Professional Development &
Experiential Learning
Albright College

April 19, 2021

Date

April 6, 2021

Date