

**EARLY ADMISSION AGREEMENT BETWEEN
DUQUESNE UNIVERSITY SCHOOL OF LAW
AND
THE UNIVERSITY OF SCRANTON**

Duquesne University School of Law, 600 Forbes Avenue, Pittsburgh, PA 15282 (“Duquesne”) and the University of Scranton, 800 Linden Street, Scranton, PA 18510 (“Scranton”) do hereby enter into this Early Admission Agreement (“Agreement”) on the date that this Agreement is signed by the authorized administrative representatives of both institutions.

Purpose:

The Universities of Scranton and Duquesne wish to establish a program for the early admission of Scranton students who satisfy certain requirements into the Juris Doctor (“J.D.”) program at the Duquesne University School of Law (“School of Law”).

Eligibility:

- I. Third-year students (juniors) at The University of Scranton will be offered direct admission to the Duquesne University School of Law under this Agreement if they have or will have:
 - a. Completed at least three (3) years of coursework and a minimum of 63 credits at The University of Scranton;
 - b. Earned a minimum cumulative undergraduate G.P.A. of 3.5 (as calculated by the Law School Admission Council, or “LSAC”) at the time of matriculation at the School of Law;
 - c. Scored at or above 154 on the Law School Admission Test (LSAT) for third-year students (juniors);
 - d. Interviewed successfully with and obtained a strong recommendation from Scranton’s Pre-Law Advisor;
 - e. At the time of application, all candidates for this program must complete a satisfactory interview with someone from the Office of Admissions at Duquesne 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 to the School of Law at the time of the interview.
 - f. Remained in good academic and disciplinary standing (throughout their matriculation at The University of Scranton); and
 - g. Met all of the fitness, character, and other criteria for admission required by the Office of Admissions of the Duquesne University School of Law.

General Considerations:

1. University of Scranton students who qualify for direct admission pursuant to this Agreement will be considered for traditional financial aid options and will receive a guaranteed annual scholarship of \$25,000 during their time at Duquesne Law as long as the student remains in good academic standing.
2. University of Scranton students who wish to begin the J.D. program upon completion of their junior year must ensure that all baccalaureate graduation requirements will be satisfied upon completion of the first year of the J.D. program at the Duquesne University School of Law.
3. The University of Scranton will designate a staff member (“Scranton Designee”) who will serve as the primary contact person for this Agreement.
4. The Duquesne University School of Law will designate a member of the Office of Admissions staff (“School of Law Designee”) who will be the primary contact person for this Agreement.
5. Prior to the application deadline, the University of Scranton Designee will provide to the Duquesne University School of Law Designee a recommendation for each Scranton student applying through this agreement.
6. Potential applicants will be referred to the Office of Admissions of the Duquesne University School of Law regarding the application and admission process. Individuals with questions about the law school curriculum or degree will be told to contact the School of Law directly.
7. For students who begin the J.D. program upon completion of their third year, and who successfully complete the first year of coursework in the J.D. program, a maximum of 30 credits may be transferred to The University of Scranton and will count toward the bachelor’s degree at The University of Scranton and will also count toward the J.D. degree. The University of Scranton will review the J.D. first-year curriculum and determine, in advance of the student’s matriculation at the School of Law, whether the coursework, if satisfactorily completed, meets the baccalaureate graduation requirements. University of Scranton students will not receive any credit toward a J.D. degree for courses taken prior to matriculation at the School of Law.
8. Students who successfully satisfy the requirements for a University of Scranton bachelor’s degree will be eligible to participate in commencement ceremonies at The University of Scranton.
9. Upon successful completion of all of the requirements of the J.D. program at the Duquesne University School of Law, students will be awarded a J.D. from the School of Law. Students enrolled under this Agreement at the School of Law will be subject to all of its rules and regulations, including its Academic Rules and the Rules of Professional Conduct for Law Students.

10. It will be the responsibility of The University of Scranton to work cooperatively with the Duquesne University School of Law to promote this option to eligible undergraduate students. The University of Scranton shall make reasonable efforts to inform appropriate academic and administrative personnel and students about this opportunity, such as by inserting information about this Agreement in the undergraduate catalog or course bulletin and by giving verbal, written, or electronic notification to students.

11. The University of Scranton has no obligation to nominate any student or students to the Duquesne University School of Law, even if he or she fulfills the criteria.

12. Each party shall be responsible for its and its agents' negligence and willful acts.

13. It is agreed and understood that each party has the right and responsibility to make changes to its curricula and enrollment standards to maintain its academic integrity and meet accreditation standards. Such changes, if any, will be communicated in writing between the parties as they occur.

14. The parties recognize and acknowledge that all rights and goodwill in their respective trademarks are the exclusive property of their separate organizations. Duquesne University and The University of Scranton may announce this Agreement in their catalogs or other printed materials, in whatever medium, and publicize it in a manner deemed mutually acceptable to the parties. Except as set forth above, the parties agree not to use the other's name or other trademarks in advertising, marketing or other materials without the prior written permission of the other.

Dispute Resolution:

15. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to principles of conflict of laws. In the event of a conflict or dispute pertaining to the terms of this Agreement, the parties agree to use their best efforts to resolve their differences in good faith. If the parties cannot resolve their differences, the parties agree to submit to binding arbitration with a mutually agreed to arbitrator, with each party bearing equally the costs of arbitration. The arbitration shall be held in the Commonwealth of Pennsylvania. The parties may mutually agree in writing to an alternative location for arbitration.

Indemnification:

16. Each party hereby agrees to indemnify and hold harmless the other party from and against any and all losses, damages, liabilities and other expenses of every kind and nature, including reasonable attorney's fees, sustained by or incurred by the other party as a result of any debts, actions, causes of action, claims, suits, liabilities, obligations or damages whatsoever resulting from the indemnifying party's (i) breach or default under this Agreement; or (ii) negligence or willful misconduct. The right to indemnification set forth herein shall be in addition to and not in derogation of any other rights contained in this Agreement. Each party shall promptly notify the other party of any action commenced or claim made or threatened against the notifying party arising from the indemnifying party's conduct. The indemnifying party may assume the defense

of, and may settle that part of any such action commenced against the notifying party that relates to the indemnifying party's indemnification, and the indemnifying party may take such other steps as may be necessary to protect itself. If the indemnifying party assumes such defense, the notifying party shall have the right to participate in such defense at the notifying party's expenses and through counsel of its own choice. Regardless of whether the notifying party participates in such defense, the indemnifying party shall consult with the notifying party before making any agreement to settle or compromise a claim under this provision, and the notifying party shall have authority to veto any settlement or compromise that adversely affects its reputation or financial position. If the indemnifying party does not assume such a defense, the notifying party may take such other steps as may be necessary to protect itself. In such a case, the notifying party shall conduct the proceedings through its own counsel, but the indemnifying party shall have the right to participate through counsel of its own choice. The assumption of such defense by the notifying party shall in no way affect the indemnification by the indemnifying party of all liabilities and expenses. The indemnifying party shall not be liable to the notifying party on account of any settlement of any such claim or litigation effected without the indemnifying party's consent, such consent not to be unreasonably withheld. The right of the indemnifying party to assume the defense of any action shall be limited to that part of the action commenced against the notifying party that relates to the indemnifying party's indemnification.

Duration and Termination of the Agreement:

17. This Agreement constitutes the entire Agreement and understanding of the parties with respect to its subject matter. Any prior or contemporaneous Agreement or understanding is merged herein. This Agreement becomes effective on the date that it is signed by the authorized administrative representatives of both institutions and is automatically renewed. If either party wishes to terminate the agreement, there will be a three-year "phase-out" period for those students currently enrolled. No prior or contemporaneous agreement or understanding will be effective.

18. Either party may terminate this Agreement upon written notice to the other party at least one year prior to the entrance of the next class of students, and any such termination shall not affect students who have already been accepted into the J.D. program at the School of Law. Termination shall be without penalty. If this Agreement is terminated, neither Scranton nor Duquesne shall be liable to the other for any monetary or other losses that may result.

Amendment of the Agreement:

19. Either party may take the initiative to amend this Agreement by submitting suggestions in writing and following through the respective liaison. No addition, modification, or deletion of the Agreement shall be valid unless reduced to writing and signed by authorized administrative representatives of both institutions. The amended Agreement will become effective when signed by the authorized administrative representatives of each institution.

20. Duquesne and Scranton acknowledge that the individuals authorized to receive notice are not authorized to change the terms of this Agreement.

Contacts:

21. Notice to the parties shall be sent via regular and electronic mail to the following:

For the University of Scranton:

Brian Conniff
Dean
College of Arts and Sciences
The University of Scranton
Scranton, PA 18510
brian.conniff@scranton.edu

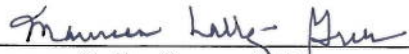
For Duquesne University

Duquesne University School of Law
Office of Admissions
600 Forbes Avenue
Pittsburgh, PA 15282
lawadmissions@duq.edu

Attest:

Duly authorized representatives of Duquesne University and University of Scranton executed this Agreement as of the day and year given below.

For Duquesne University:



Maureen Lally-Green, J.D.
Dean, Duquesne University
School of Law

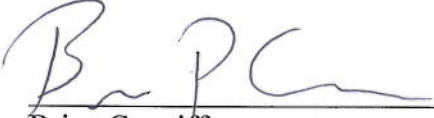
April 5, 2018
Date



Kenneth Gormley, J.D.
President, Duquesne University

4/10/18
Date

For the University of Scranton:



Brian Conniff
Dean, College of Arts and Sciences
The University of Scranton
Scranton, PA

4/5/18
Date