

TRANSFER AND ADVANCED STANDING AGREEMENT

Between

MACKENZIE PRESBYTERIAN UNIVERSITY, São Paulo, SP, Brazil

And

UNIVERSITY OF DAYTON, Dayton, Ohio U.S.A.

**I. Purpose**

Students of the Mackenzie Presbyterian University, hereby known as “MPU”, represented by its Rector, Marco Tullio de Castro Vasconcelos, with the interveniency of its sponsor entity, MACKENZIE PRESBYTERIAN INSTITUTE (IPM), philanthropic civil association, confessional for educational, social, welfare and health purposes, non-profit and without economic purpose, represented by its President, José Inácio Ramos, with its headquarters at 896, Consolação Street - São Paulo - enrolled in the National Registry of Taxpayers CNPJ/MF under no. 60.967.551/0001-50 – Brazil, who have completed the requirements of the attached Transfer Guide (Appendix A), may simultaneously pursue their **Bacharel em Direito** (Bachelor of Laws) at MPU and, on a conditional admissions basis, their **Master of Laws Degree** at University of Dayton, represented by the Dean of the School of Law, Andrew L. Strauss, and by its Provost, Paul H. Benson, with headquarters at 300 College Park, Dayton, Ohio 45469 – United States of America, particularly its School of Law, hereby known as “UDSL”, in the concentration listed below. MPU alumni from the Bacharel em Direito, and, MPU alumni from the Master in Direito Processual Civil, Master in Direito Processo do Trabalho, hereby collectively known as the “MPU Master Degree Programs”, and current students in Mackenzie Master Degree Programs and in Post Graduate Program in Political and Economic Law may also pursue their Master of Laws Degree at UDSL, in the concentration listed below:



Mackenzie Presbyterian University Degree	University of Dayton Graduate Degree
Bacharel em Direito Master Lato Sensu Direito Processo do Trabalho Master Lato Sensu Direito Processual Civil Post Graduate Program in Political and Economic Law (Stricto Sensu) Alumni Professional Development Collaboration	Master of Laws (LL.M.), American and Transnational Law

The information in this guide has been reviewed by officials at the University of Dayton (hereby known as “University”, which includes UDSL) and MPU (University and MPU to be known collectively as “Parties”) and has been verified as transferable and applicable towards the degrees listed above.

**II. Program Name**

MPU -UD Online LL.M. Collaboration

**III. Information on Parties**

- a. Mackenzie Presbyterian University
  - i. Main contact person: Fabio Ramazzini Bechara, Faculdade de Direito, Universidade Presbiteriana Mackenzie
  - ii. Address: Rua da Consolação, 930 Consolação, São Paulo SP, 01302-907
  - iii. Contact information: (+55) [\(11\) 2114-8000](tel:+551121148000) ; [fabio.bechara@mackenzie.br](mailto:fabio.bechara@mackenzie.br)
- b. University of Dayton School of Law
  - i. Representative: Margaret Ioannides, Director for Online LL.M. Programs
  - ii. Address: 300 College Park Ave., Keller Hall, Dayton, Ohio, U.S.A. 45469-1323



- iii. Contact information: (937) 329-8651, mioannides1@udayton.edu

#### **IV. Area of Cooperation**

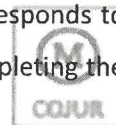
MPU students that are successfully enrolled at MPU in the pursuit of a first degree in Law will be eligible to commence study at UDSL in the online LL.M. program on a conditional admissions basis. For these students in the pursuit of a first degree in Law at MPU, UDSL will recognize up to ten (10) credits of selected coursework completed at MPU according to the attached Transfer Guide (Appendix A). Per UDSL guidelines, while MPU students may begin study for the online LL.M. program at UDSL while studying for the Bacharel em Direito, their conditional admission status will only change to full admission status into the LL.M. Program, and the LL.M. degree can only be conferred by UDSL , after their successful completion of their first degree in Law at MPU.

MPU students in pursuit of their degree from any one of the MPU Master Degree Programs or Post Graduate Program in Political and Economic Law, and, MPU alumni (from both the Bacharel em Direito and MPU Master Degree Programs) are eligible for advanced standing of 10 credits based on their previously-earned first degree in law (as verified by a course by course credential evaluation provided through the Law School Admission Council or one of the [evaluation agencies](#) approved by the California Bar) and enrollment in or successful completion of one of the MPU Master Degree Programs or Post Graduate Program in Political and Economic Law .

In addition, UDSL commits to explore the possibility of expanding the online LL.M. collaboration to include a hybrid model of online and on campus study inclusive of select faculty exchange opportunities. Also, for a limited number of MPU students, UDSL will consider granting a full tuition scholarship in the UDSL J.D. program under its [Leadership Honors Program](#). However, any such student must have the LSAT (UDSL shall provide related details to candidate students) and MPU GPA necessary for competitive admission into the JD and Leadership Honors program.

#### **V. Curriculum**

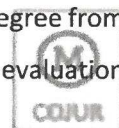
The LL.M. degree by UDSL is a 30-credit (12 course) program that is offered online during three semesters, commencing in August (Fall), January (Spring) and May (Summer). The online curriculum for the LL.M. degree by UDSL is taught in an asynchronous format, corresponds to 21,000 minutes of instruction time and focuses on domestic U.S. law. Students completing the



Program within three years also earn a Certificate in United States Legal Practice. The online curriculum for the LL.M. degree by UDSL is also aligned with the bar-tested subjects. Based on current eligibility requirements LL.M. graduates may be eligible to sit for the state bar exams in Washington and California. Additional information on Washington State bar eligibility requirements may be found here: <https://www.wsba.org/for-legal-professionals/join-the-legal-profession-in-wa/lawyers/qualifications-to-take-the-bar-exam>. Additional information on California bar eligibility requirements may be found here: <https://www.calbar.ca.gov/Admissions/Requirements/Education/Legal-Education/Foreign-Education/Foreign-Law-Degree> Required coursework to complete the online LL.M. degree at UDSL includes, LAW 4032 (Constitutional Law), LAW 4028 (Civil Procedure) , LAW 4008 (Professional Responsibility),LAW 4004 (Legal Analysis, Reasoning, Research, Writing and Communication), and LAW 4000 (Introduction to U.S. Law and Legal Institutions). These required courses are not eligible for Transfer-in credit (Appendix A). Any changes to the UDSL curriculum will be communicated to MPU and UDSL shall accommodate MPU students as best they can who are currently enrolled in the program and may be affected by any changes. Likewise, MPU shall notify UDSL of any changes to their curriculum that may impact the transfer-in credits.

**VI. Admissions Requirements for MPU Students and Alumni for the Online LL.M. Program**

- a. Students must have completed at least seven (7) semesters of their Bachelor of Law
- b. Students must have a TOEFL iBT score of 80 or higher or an IELTS score of 6.5 or higher or qualify for an exception from the TOEFL or IELTS requirement
- c. Students must submit the application for admission and all supporting documentation
- d. Students must be in good academic standing in their MPU course of study at the time of applying to the UDSL's program
- e. MPU Bacharel em Direito students that meet all requirements and the application timeline will be granted conditional admission and allowed to take UDSL courses towards the LL.M. MPU Bacharel em Direito students will be granted full admission subject to the above requirements once they have been awarded the Bacharel em Direito degree from MPU and update their application to include a course by course credential evaluation



from the Law School Admission Council or one of the [evaluation agencies](#) approved by the California Bar.

f. MPU Master Degree Programs alumni and current MPU Master Degree Programs students and Post Graduate Program in Political and Economic Law that meet all requirements and the application timeline will be granted admission and allowed to take UDSL courses towards the LL.M.

g. Once admitted, and in order to stay enrolled, students must maintain a minimum GPA of 2.2 or higher or the equivalent of a C+ letter grade or higher in their UDSL coursework to remain in good academic standing. Failure to maintain this minimum GPA in the UDSL coursework will result in academic probation and possible dismissal from the Program.

#### **VII. Orientation and Preparation**

a. MPU and UDSL will conduct an appropriate pre-enrollment orientation process for students conditionally admitted to the program which may include student advising, meetings, information sessions and the distribution of informative printed materials

b. UDSL will conduct an appropriate on-boarding process for students admitted to the program which may include student advising, virtual meetings and information sessions and the dissemination of printed materials which will address how students will access and navigate all of the university's resources to make them successful

c. UDSL will communicate to MPU, in a timely manner, any student issues that may impede their completion of or success in the program with UDSL

d. MPU will communicate to UDSL, in a timely manner, any student issues that may impede their completion of or success in the program with UDSL

#### **VIII. Financial Management**

a. MPU Bacharel em Direito students, MPU Master degree and Post Graduate Programs students and alumni that enroll for the May 2021 or August 2021 semesters will be eligible for a US\$762 (per credit) scholarship for up to 30 Online LL.M. course credits.

The US\$762 (per credit) scholarship will be applied as a resource toward student tuition charges each semester. This US\$762 (per credit) scholarship can be extended beyond August 2021 if at least 5 MPU students or alumni join the Online LL.M. Program by August 2021. In the event that at least 5 MPU LL.M. students or alumni do not join the Online LL.M. Program by August 2021, the per credit scholarship for students starting the Online LL.M. Program after August 2021 will be reduced to US\$450 (per credit) for up to 30 Online LL.M. course credits. In addition to tuition charges, MPU students will also be responsible for payment of University fees of up to US\$25/semester. Tuition and fee payments for the LL.M. Program will be made to University of Dayton and will follow the University of Dayton payment processes. MPU students will be held to the UDSL Refund Policies found here: <https://udayton.edu/law/registrar/refunds.php>.

- b. UDSL tuition is subject to review beginning each summer term (May).
- c. All Online LL.M. coursework must be completed within a maximum of three years from the start of the first Online LL.M. course. Students that do not complete all Online LL.M. coursework may be subject to having to re-apply to the program and full tuition costs.
- d. MPU and UDSL acknowledge that any additional financial arrangements will have to be negotiated and will depend on the availability of funds.
- e. MPU will not provide any physical resources like classrooms
- f. MPU Bacharel em Direito students and Master Degree and Post Graduate Programs students who pursue the Online LLM will continue to pay their MPU Bacharel em Direito degree fees or Master or Post Graduate degree fees to MPU. These students will enroll directly into the LL.M Program with UDSL without MPU mediation. UDSL will keep MPU informed about the students who access the program and who graduate.
- g. As part of this collaboration agreement, the highest performing law students, with a grade point average above the minimum determined by MPU (in collaboration with UDSL), may be recommended to apply to the UDSL [Leadership Honors Program](#). This program has been designed for highly motivated students from around the world who



want to be part of the new generation of leading global lawyers. To qualify for the Honors Program , students must also obtain a minimum LSAT score that will be set by UDSL each year. Honors Program students pursue a law degree (JD program) at the UDSL campus in Dayton Ohio. The University of Dayton offers an intensive JD program that can be completed in two years.

**IX. Alumni**

a. MPU alumni will also be eligible for a US\$762 (per credit) scholarship for up to 30 Online LL.M. course credits. Stipulations regarding tuition, fees, and maintaining this scholarship rate are outlined above under Financial Management.

b. MPU Bacharel em Direito and MPU Master Degree and Post Graduate Programs alumni are eligible for advanced standing of 10 credits based on their previously earned Bacharel em Direito degree. Students applying this advanced standing can earn the LL.M. in American and Transnational Law but will not concurrently earn the United States Legal Practice Certificate.

**X. Marketing**

a MPU and UDSL are committed to spending adequate and effective resources to promote among MPU students for admission and with the collaboration of MPU. MPU will not dispense any economic resources.

b. MPU and UDSL commit to communicate with reasonable frequency and with transparency about how to optimize student recruitment into the program

**XI. Family Educational Rights and Privacy Act (FERPA)/ Brazilian Data Protection**

MPU warrants that it will not make available or distribute any education records it receives from University in violation of the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g "FERPA". MPU agrees to limit access to records provided by the University to its employees with a legitimate need to know in order for MPU to fulfill its obligations under these Terms and Conditions. For the purposes of its FERPA Policy, the University designates MPU as a "School Official".



The contracting parties declare that they will process the personal data shared under this Agreement in accordance with data protection and privacy laws applicable to their activities and ensure that their employees, agents and subcontractors also do so.

The contracting parties warrant that all personal data that may be shared under this Agreement has been legally obtained and that they have the right to process and share it with the other contracting party.

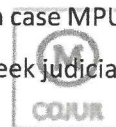
The contracting parties agree that international transfers of personal data that may occur as a result of the signing of amendments or specific agreements that are subsequently entered into as a result of this Agreement will be regulated in the relevant contractual instrument in order to ensure compliance with applicable data protection laws, including, but not limited to, the Law of the Federative Republic of Brazil 13.709/18 (Brazilian General Data Protection Law) and FERPA.

MPU also warrants that it complies with the European Union General Data Protection Regulation ("GDPR") as applicable. MPU agrees that it will not prevent UD from meeting its compliance requirements and will work with UD, if necessary, in order to comply with GDPR.

## **XII. Confidentiality**

MPU, including its employees and agents, shall hold and deal with the following in confidence:

(a) Information relating to a student and/or any education records of a student; (b) any programs or service(s) of the University that have not yet been made public by the University; (c) all information and reports that may be generated for or by the University pursuant to MPU's services; (d) proprietary methodologies, techniques and tools of the University; and (e) any other information or materials that are designated as "confidential" or should be reasonably known by MPU to be confidential. Confidential information does not include information that is (f) approved for release or disclosure without restriction by the University in writing; (g) publicly known or becomes publicly known, so long as it is not through the acts or omission of MPU that is or becomes publicly known; (h) rightfully received by MPU from a third party without restriction and without violation of any agreement; or (i) legally required to be disclosed by MPU in response to a requirement of a governmental agency or court of law having jurisdiction, in which case MPU will provide the University prompt notice prior to disclose so that the University may seek judicial





protection or otherwise limit disclosure, if the University so desires. MPU shall protect the University's Confidential Information that is in MPU's possession or control using at least the same means it uses to protect its own confidential information, but in any event not less than reasonable means.

### **XIII. Governing Principles**

Any translation of this Agreement shall be for the convenience of the Parties only. To the extent of any discrepancy between the English language version and the translation, the English language version shall control.

Except as otherwise provided herein, all disputes arising hereunder shall first be attempted to be resolved by informal mediation. If after a good faith attempt to resolve the dispute fails, such matter or matters in dispute shall be finally settled under the rules of the Conciliation and Arbitration of the International Chamber of Commerce by three arbitrators, one appointed by each Party, and the third, who shall be the chairman, selected by the two appointed arbitrators and, failing agreement, by the Chairman of the International Chamber of Commerce. The language of the arbitration shall be English and the location shall be a neutral location agreed to by the parties.

### **XIV. Indemnification**

The University of Dayton shall defend, indemnify, and hold harmless MPU and its members, directors, officers, employees, shareholders, subsidiaries, affiliates and agents against any loss, damage, claim, suit, liability, judgement or expense (including, without limitation, attorney's fees) arising out of or in connection with any injury to, damage to, death to or loss of any persons or property, or breach of any of The University of Dayton's representations, warranties or obligations or any violation of any applicable laws or regulations resulting from or in connection with services set to be performed by the University of Dayton under this Agreement. This Indemnification Section shall survive the termination of this Agreement.

MPU shall defend, indemnify, and hold harmless The University of Dayton and its members, directors, officers, employees, shareholders, subsidiaries, affiliates and agents against any loss,



damage, claim, suit, liability, judgement or expense (including, without limitation, attorney's fees) arising out of or in connection with any injury to, damage to, death to or loss of any persons or property, or breach of MPU's representations, warranties or obligations or any violation of any applicable laws or regulations resulting from or in connection with services set to be performed by the MPU under this Agreement. This Indemnification Section shall survive the termination of this Agreement.

**XV. Data Security**

MPU warrants that it has procedures in place to prevent unauthorized access to data provided by the University, and the procedures will be documented and available to University upon request. MPU will notify University immediately in the event of a security breach that could or does impact University's records or data. MPU will conduct an investigation as soon as practical, but no more than ten (10) business days from the data security breach first being identified. This notice should include details of the breach and steps to resolve the breach. MPU agrees that University data will not be shared or sold to third parties without written authorization from University.

**XVI. Anti-corruption**

The parties declare that they will adopt measures to combat corruption in order that the present agreement is not applicable in a way that establishes undue advantage in favor of agents and representatives of the public administration, or in a way that is contrary to the principles of the public administration and conducts prohibited by the governing legislation to combat corruption, such as Federal Law n. 12.846/2013 and 15 U.S.C. §§ 78dd-1, et seq. ("FCPA"), the United States Foreign Corrupt Practices Act.

The parties also undertake not to apply this agreement in a way that would produce undue benefits or payments in favor of individuals or private legal entities.

The noncompliance of either Party with the anti-corruption clauses shall imply the immediate termination of this Agreement.



**XVII. MPU Code of Ethics**

The University states that it is aware of the existence of the terms of the MPU Code of Ethics, an instrument idealized and elaborated for its collaborators in all its units, its administration, its associates and all those who in some way interact in its operations and functioning, with the main purpose of explaining to its public the Institutional Confession of its Lifetime and Maintenance Associate, the PRESBITERIAN CHURCH OF BRAZIL, and the principles and values of its founders, which serve as a parameter for the construction of its rules of coexistence.

The MPU Code of Ethics is available at <https://www.mackenzie.br/> on the "Mackenzie" tab and after "Transparency" and "Code of Ethics".

**XVIII. Term and Termination**

This agreement will be in effect on the date indicated below and continue for a period of five years. Thereafter, except for any notice to terminate it, it shall be automatically renewed. This agreement is subject to cancellation by either party. Notice of cancellation should be provided, in writing, to the other institution a minimum of 6 months' notice. Any students already in the program will be permitted to continue on the program schedule until completion of the degree.



MACK - 0005933

**Effective Date:**

Marco Tullio de Castro Vasconcelos ,  
Rector,  
Mackenzie Presbyterian University, Brazil



Signature

Andrew L. Strauss, Dean  
Dean, School of Law,  
University of Dayton, U.S.A.




Signature

José Inácio Ramos  
President  
Mackenzie Presbyterian Institute, Brazil



Signature

Paul H. Benson, Ph.D.  
Provost  
University of Dayton, U.S.A.



Signature



## Appendix A

## Transfer Guide (Bacharel em Direito MPU/ LL.M.)

## Course of Study: Bacharel em Direito MPU (Table 1)

Course No.	Course Name	Required MPU Grade	UD Equivalent	Credits Applied Toward UD LL.M.
ENEX 50564	CONCILIATION, MEDIATION AND ARBITRATION LABORATORY	8	ADR for the Litigator - LAW 6200	2
ENEX 50231	ENVIRONMENTAL LAW	8	Environmental Law - LAW 6833	3
ENEX 51301	INTERNATIONAL CONTRACTS	8	International Business Transaction – LAW 6977	2
ENEX 50867	TAX PROCESS	8	Individual Income Taxation - LAW 6305	3

**Maximum Total Credits Available for Transfer from MPU:**

**10**

**Note:** Subject to approval of UDSL Academic Dean. Students may apply for transfer-in credit for any combination of the above courses with total transfer-in credit capped at 10 credits and transfer-in credit per course capped as noted in column "Credits Applied Toward UD LL.M.".



**Course of Study: Master of Laws (LL.M) (University of Dayton) (Table 2)**

<b>Course No.</b>	<b>Course Name</b>	<b>Credits Applied Towards UD LL.M.</b>
Law 4000	Introduction to U.S. Law and Legal Institutions for LL.M. Students	2
Law 4004	Legal Analysis, Reasoning, Research, Writing, and Communication for LL.M. Students	2
Law 4008	Professional Responsibility for LL.M. Students	2
Law 4012	Business Associations for LL.M. Students	2
Law 4014	Evidence for LL.M. Students	2
Law 4016	Real Property for LL.M. Students	3
Law 4020	Torts for LL.M. Students	2
Law 4024	Trusts and Estates for LL.M. Students	2
Law 4028	Civil Procedure for LL.M. Students	3
Law 4032	Constitutional Law for LL.M. Students	3
Law 4036	Criminal Law & Procedure for LL.M. Students	4
Law 4040	Contracts & Sales for LL.M. Students	3

**Total Credits Earned from UD Online LL.M. Courses: 20**

**Note:** The 20 credits reflects the balance of credits to be completed through UD Online LL.M. courses. The range is based on the possibility for students to transfer-in up to 10 credits of courses per Appendix A, Table 1. Students must complete the remaining credits from the above courses (Appendix A, Table 2). Students must have 30 credits total (transfer-in from MPU under Table 1 or advanced standing based on conferral of first degree in law and 20 credits earned from UD Online LL.M. courses under Table 2) to earn the LL.M. degree. Students cannot "repeat" any courses for which they receive transfer-in credit.

