

Affiliation Agreement
Western Michigan University and Thomas M. Cooley Law School

I. Affiliation

This Affiliation Agreement is executed as of July 19, 2013. Upon favorable completion of the accreditation and licensure reviews described in Section III below, Thomas M. Cooley Law School will operate as the Western Michigan University Thomas M. Cooley Law School. Thomas M. Cooley Law School (“Cooley”) will remain a private, independent, non-profit, 501(c)(3) educational corporation. Western Michigan University (“WMU”) will remain a Michigan constitutional public body corporate. The affiliation is not a merger of the schools, does not involve an exchange of funds or financial support, and does not change the governance of either institution by their respective Boards. The affiliation includes all campuses of each school.

II. Benefits

The affiliation provides a desirable enhancement to WMU’s status as a nationally-ranked, comprehensive, research university. The affiliation allows Cooley to satisfy American Bar Association Standard 209– to provide the benefits of being part of a university by developing a working relationship with a university. The affiliation provides WMU a law school that fills a gap in its current offerings as a comprehensive university, while it brings to Cooley the benefits available to law schools that are parts of universities. The affiliation will enhance the breadth of academic life at both institutions, providing great benefit to the students and faculties of each school. The schools currently have three formal academic agreements and have been informal partners for fifteen years. The schools intend to develop the nation’s most comprehensive integration of law and other disciplines, as well as to integrate many current programs, projects, and services currently operated separately by each school. With this affiliation, WMU is now associated with one of only 203 degree-conferring American Bar Association-accredited law schools. Of the 181 university-related accredited law schools, 82 are part of public universities. Affiliating with America’s largest law school further elevates the status of WMU among the nation’s leading universities. Cooley, currently one of 21 independent, ABA-accredited law schools, is now associated with one of a select group of 147 public universities in the country that are identified by the Carnegie Foundation for the Advancement of Teaching as research universities, 73 of which are rated as high research, including WMU.

The schools share overlapping missions and goals, including graduating students who possess requisite knowledge, master appropriate practical skills, and understand and embrace professionalism and ethics. Both schools are committed to providing access to education and improving diversity within their educational programs and the society into which their students graduate. WMU’s commitment to diversity is enhanced by Cooley’s initiatives and programs. Cooley enrolls more minority students than any other law school in the nation. Similarly, WMU enrolls a large minority population, which aids Cooley’s efforts to provide under-represented groups with access to the legal profession. The schools will coordinate WMU’s Center for the Study of Ethics in Society with Cooley’s award-winning Professionalism Program and that program’s concepts, including programs on principled administration for university leadership.

III. Due Diligence, Authorization, and Reviews

As of the date of execution, the schools have satisfactorily completed all legal and due diligence reviews that each determined to be appropriate for its interests. Until the affiliation has been favorably reviewed or acquiesced in by the necessary reviewing bodies (during such time the termination provision in Section V(a) below applies), the schools have a mutual and on-going duty to supplement to each other: (i) any information that would have been responsive to either school's due diligence requests made before execution; and (ii) copies of their complete submissions to the American Bar Association, the Higher Learning Commission and the Florida Commission for Independent Education (the "**Accrediting Bodies**") for review and approval by its President or his or her designee prior to submission.

Each school's Board has authorized the affiliation, and the schools have contemporaneously executed a Co-Branding and Cross License Agreement regarding the schools' use of each other's names and the schools' joint development of co-branded names, marks, or other intellectual property for use in the affiliation.

The schools will work jointly to notify, or obtain favorable review, acquiescence, and/or licensure approvals from the Accrediting Bodies, of the affiliation, receipt and completion of which makes the affiliation operational without further action by either school. In the event an Accrediting Body places conditions specific to the Affiliation on either Party, then such conditions must be communicated to the other Party, and acceptable to both Parties prior to the affiliation becoming operational. The Parties are each authorized to communicate directly with the Accrediting Bodies about the Affiliation and its review.

IV. Implementation

As soon as practical after favorable completion of the accreditation and licensure notifications and reviews described in Section III above, Cooley will file with the appropriate authorities the necessary papers to legally effect the name change under which the affiliation will operate, although the schools may agree to begin marketing the affiliation before this. The schools may enter into additional agreements as necessary to implement new programs or realize specific benefits contemplated by the affiliation. Further agreements will be limited to their subject matter and consistent with the terms of this agreement, although the duration of subsequent programmatic agreements may vary according to the needs of the programs.

V. Term and Review

a. Before the Affiliation Becomes Operational

Before favorable completion of the accreditation and licensure notifications and reviews described in Section III above, either school may terminate the Affiliation Agreement for cause related to the schools' due diligence review and duty to supplement. Should a school wish to exercise the pre-operational termination right, it must first give the other school written notice of the reason for termination and fifteen (15) business days for the other school to address or cure the concerns of the school seeking termination. If the school seeking termination determines, with reasonable discretion, that the other school did not materially cure or address its concerns, it may

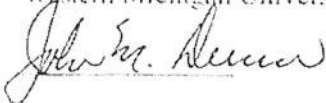
terminate the Affiliation Agreement with thirty (30) calendar days' notice to the other school's President and Board Chair.

b. After the Affiliation Becomes Operational

Once operational, the affiliation's term is ten years. The Presidents of the schools will jointly review the affiliation annually. The term will automatically extend for one year following each annual review unless the Presidents take action to change the term or the affiliation. The affiliation can be terminated by either school with three years' written notice to the other school's President and Board Chair. Notwithstanding that termination right afforded by either school providing three years' written notice to the other school's President and Board Chair, and except as otherwise agreed by the schools in writing, this Affiliation Agreement will terminate immediately if the Co-Branding and Cross License Agreement is terminated. If the affiliation is terminated under this Section V(b), the schools will follow the process set forth in Section 2.3 in the Co-Branding and Cross License Agreement and otherwise work together in good faith to ensure that termination does not negatively affect the accreditation status or legal rights of either school or its students and employees.

IN WITNESS WHEREOF, the Presidents of the schools, acting on behalf of and as authorized by their respective Boards, have executed this Affiliation Agreement on the day and year first written above.

John M. Dunn
President
Western Michigan University



Don LeDuc
President and Dean
Thomas M. Cooley Law School

