

COOPERATION AGREEMENT

FOR

THE NORTHEASTERN UNIVERSITY  
INSTITUTIONAL MASTER PLAN

AND

THE INTERDISCIPLINARY SCIENCE AND ENGINEERING BUILDING (ISEB<sup>1</sup>)  
AT 805 COLUMBUS AVENUE, BOSTON

This COOPERATION AGREEMENT (this “Agreement”) is made as of the 23<sup>rd</sup> day of January, 2015 by and between the BOSTON REDEVELOPMENT AUTHORITY, a public body politic and corporate, organized and existing pursuant to Chapter 121B of the Massachusetts General Laws, as amended, and acting in its capacity as the Planning Board of the City of Boston pursuant to Chapter 652 of the Acts of 1960, as amended, with offices at One City Hall Plaza, Boston, Massachusetts 02201-1007 (the “Authority”), and NORTHEASTERN UNIVERSITY, a Massachusetts non-profit private institution of higher education and research, having its usual place of business at 360 Huntington Avenue, Boston, Massachusetts 02115 (“Northeastern”). The Authority and Northeastern are sometimes referred to collectively herein as the “Parties”, and each as a “Party”.

RECITALS:

WHEREAS, on December 18, 2012, Northeastern filed an Institutional Master Plan Notification Form for a new Institutional Master Plan, which describes eleven (11) currently proposed institutional projects located within Northeastern’s campus in downtown Boston (the

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<sup>1</sup> Going forward the “ISEB” may be referred to as the “ISEC” in subsequent documents or press releases.

“IMP Area”), and notice of receipt of the IMPNF was published in the Boston Herald on December 21, 2012;

WHEREAS, the Authority issued a Scoping Determination pursuant to Article 80D-5.3 of the Boston Zoning Code (the “Code”) on April 23, 2013 requiring the filing of an Institutional Master Plan;

WHEREAS, on June 14, 2013, Northeastern filed an Institutional Master Plan (the “Northeastern IMP”) in response to the Authority’s Scoping Determination;

WHEREAS, on July 3, 2013, Northeastern filed a Project Notification Form (the “ISEB PNF”) pursuant to Article 80B of the Code for the Interdisciplinary Science and Engineering Building, which is one of the institutional projects described in the Northeastern IMP, and notice of submission of the ISEB PNF was published in the Boston Herald on July 3, 2013;

WHEREAS, on July 19, 2013 Northeastern filed additional information under Article 80B of the Code including wind, air quality, and solar glare analyses;

WHEREAS, the ISEB Project will be located at 805 Columbus Avenue at the site of the existing Columbus parking lot between the Renaissance Park and the Columbus Parking Garages, as more particularly described in Exhibit A attached hereto (the “ISEB Site”), and includes construction of an approximately 197,000 gross square foot (as defined by the Code) building consisting of research and office space for new faculty, interdisciplinary research clusters and collaborative space, specialized teaching labs, classrooms, students space, a café open to the public, and associated landscaping, along with pedestrian track crossings that will span the MBTA Orange Line, Commuter Rail, and Amtrak rail tracks;

WHEREAS, by vote of the Authority on November 14, 2013, the Authority authorized the Director to, *inter alia*, (i) issue an Adequacy Determination pursuant to Section 80D-5.4(c) of the Code approving the Northeastern IMP and to petition the Boston Zoning Commission to consider the Northeastern IMP and associated Map Amendment; (ii) issue a Scoping Determination waiving further review pursuant to Article 80B-5.3(d) of the Code for the ISEB Project; and (iii) execute any and all document deemed necessary and appropriate relative to the Northeastern IMP and the ISEB Project, including, but not limited to, a Cooperation Agreement;

WHEREAS, the Authority issued an Adequacy Determination approving the Northeastern IMP on January 15, 2015, a copy of which is attached hereto as Exhibit B, and the Authority issued a Scoping Determination waiving further review for the ISEB Project on November 25, 2013, a copy of which is attached hereto as Exhibit C;

WHEREAS, the Boston Zoning Commission approved the Northeastern IMP on December 18, 2013, which approval became effective on December 20, 2013; and

WHEREAS, the Authority and Northeastern now wish to enter into this Agreement for the purpose of (i) setting forth the mitigation measures and other public benefits which Northeastern has agreed to provide in connection with the Northeastern IMP and construction of the ISEB Project, and (2) ensuring compliance of the Northeastern IMP and the ISEB Project with Article 80 of the Code.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Authority and Northeastern hereby agree as follows:

A. ZONING APPROVAL, PLANNING AND DESIGN CONSISTENCY,  
AND DEVELOPMENT REVIEW

1. THE NORTHEASTERN IMP

- a. Northeastern will proceed with the planning and development of the IMP Area in a manner consistent with the development concept, land uses, and density contemplated in the Northeastern IMP, subject to the Development Review Guidelines (as defined below) and all applicable provisions of the Code, including, without limitation, Section 80D thereof.
- b. Northeastern and the Authority hereby acknowledge that, as indicated above, the Authority issued an Adequacy Determination for the Northeastern IMP pursuant to Section 80D-5.4(c) of the Code on January 15, 2015.

2. THE ISEB PROJECT

- a. The Authority has completed its development review of the ISEB Project in accordance with Article 80B of the Code. Northeastern and the Authority hereby acknowledge that, as indicated above, the Authority issued a Scoping Determination waiving further review for the ISEB Project on November 25, 2013.
- b. Northeastern will proceed with planning and design for the ISEB Project in a manner consistent with the development concept, land uses, and density contemplated in the Northeastern IMP and the ISEB PNF, as approved by the Authority.
- c. The design review process to be observed by the parties for the ISEB Project shall be as set forth in the Authority's "Development Review Guidelines, revised 2006," which are

attached hereto as Exhibit D and incorporated herein (the "Development Review Guidelines"), and Article 80 of the Code. Capitalized terms used and not defined herein shall have the meanings ascribed to them in the Development Review Guidelines.

- d. Following approval of the design of the ISEB Project by the Authority, Northeastern will not make any Material Changes (as defined below) to the ISEB Project until the modifications have been approved by the staff of the Authority. Such changes shall be processed in the manner provided in this Agreement, including the timetable for Authority action set forth therein.
  
- e. Throughout the construction of the ISEB Project, it is Northeastern's responsibility to notify the Authority of proposed changes to portions of the public lobbies visible from the exterior of the ISEB Project, open spaces and landscaping, and exterior features of the ISEB Project, where the same constitute changes from previously approved submissions (other than refinements of details generally consistent with such previously approved submissions) (collectively, "Material Changes"), and to obtain approval from the Authority prior to incorporating such Material Changes into the final drawings and specifications for the ISEB Project. The Authority shall perform its review and approval and other functions pursuant to the provisions of this Agreement with reasonable dispatch, and shall use best efforts to notify Northeastern of its approval or disapproval of any such proposed Material Changes within fifteen (15) business days after receipt thereof. If the Authority shall refuse or fail to provide such an approval or disapproval of a change within fifteen (15) business days after Northeastern's submission of a Material Change, then such submission shall be deemed approved; provided, however, that any

written request for approval of a change shall be in conformance with the provisions of Section D.5 of this Agreement.

## B. MITIGATION COMMITMENTS

### 1. NORTHEASTERN'S IMP

As mitigation for impacts upon the neighborhood in proximity to the IMP Area and as a community benefit to the City of Boston as a whole, including improved public access to Northeastern Facilities and Programs, with particular emphasis on improved access for senior citizens residing in the surrounding neighborhoods, Northeastern shall make the following civic, charitable, and general contributions and undertakings. The following contributions and undertakings constitute the public benefits for all of the institutional projects described in the Northeastern IMP.

#### a. Student Housing

Northeastern commits to create, or assist in the creation of, new housing for a minimum of 600 undergraduate students before five years of the term of the Northeastern IMP have elapsed. Northeastern further agrees:

- Housing should be a net addition to the stock of housing currently available to Northeastern students; i.e., not a conversion of master leased units.
- Housing shall be an addition to the city's housing stock; i.e., shall not be created through the conversion or replacement of existing housing.

- Regardless of ownership, housing should operate with the same degree of supervision as Northeastern's traditional dormitories; i.e., with Resident Advisors in the same ratio, and the same disciplinary standards and rules.
- Northeastern is expected to make a good faith effort to fulfill this obligation. If for any reason, other than delay due to unusual or unanticipated regulatory constraints, legal challenges, force majeure, or an Act of God, Northeastern fails to make adequate progress towards the creation and occupancy of the required housing during the specified time period, the Authority reserves the right to deny Northeastern Certifications of Consistency and Compliance to build or occupy other major campus projects, or to deny Northeastern the right to submit for review Project Notification Forms and Institutional Master Plan Notification Forms for Institutional Master Plan Amendments for major campus projects.
- As described in the Northeastern IMP and follow-up documentation, Northeastern has explored the potential of the Burke Street Parking Lot to accommodate the required 600 beds. However, the Authority views the Burke Street Parking Lot as only one possible location for some or all of the required beds. Northeastern's obligation to create the required number of beds within the timeframe stated exists independently of its ability or inability to fulfill the entirety of its obligation on that site.

b. Northeastern/Neighborhood Partnership for Academic Success

The following benefits will extend to Boston Public Schools ("BPS") students applying from homes in the zip codes 02115, 02118, 02119, 02120, 02130, and 02215, which generally

cover the neighborhoods of Roxbury, the South End, the Fenway, Mission Hill, and Jamaica Plain, and elsewhere in the city as specified below:

- Beginning in the fall of 2015, Northeastern will offer an additional 30 full-tuition, need-based scholarships to BPS graduates, 20 in the zip codes specified above and 10 citywide, in addition to continuation of 120 current full-tuition scholarships currently offered in Boston. Of the 120 existing scholarships, a minimum of 10 will be targeted to the zip codes specified above.
- Beginning in the fall of 2013, working with BPS guidance counselors and other administrators, Northeastern will host semi-annual College Readiness events on campus for BPS students and their families from the neighborhoods specified above, to provide critical information needed to prepare and apply for college and for financial aid.
- Beginning in the fall of 2014, BPS graduates from these neighborhoods applying to Foundation Year will receive priority in the admission process.
- Beginning in the spring of 2015, BPS graduates not admitted directly to the undergraduate program or to Foundation Year can arrange with an admissions counselor for a transfer contract, guaranteeing transfer admission provided the student successfully hits a determined set of academic benchmarks at any accredited institution.
- Beginning in the fall of 2014, Northeastern will negotiate transfer articulation agreements with Roxbury Community College and Bunker Hill Community



College to provide another route for BPS graduates from these neighborhoods to enter Northeastern.

- Beginning in the fall of 2015, Northeastern will provide financial aid covering 100% of demonstrated need for all enrolling BPS students from these neighborhoods.
- The estimated cost of financial aid is at least \$3.5 million annually based on current enrollment of BPS graduates from these neighborhoods and average financial need.
- The cost of College Readiness Night is estimated to be \$5,000 per event for staff time and space. Two events per year for ten years totals \$100,000.

c. Northeastern IMP Advisory Council

Northeastern will convene an IMP Advisory Council to maintain regular and continuous dialogue and transparency with neighbors, address issues of concern as and when they arise, and explore new possibilities for community-university engagement. The estimated cost is approximately \$2,000 annually. It is anticipated that the IMP Advisory Council will meet quarterly. Northeastern will establish this IMP Advisory Council by the end of May 2014.

d. Northeastern Neighborhood Center

Northeastern will create a Neighborhood Center, as both a focal point for community engagement programs and services and a portal for community inquiries into university procurement, employment, admissions, and financial aid. Northeastern has committed to paying the cost of build out up to \$500,000, an estimated \$50,000 per year in operating costs, and the

salaries of any staff. Northeastern will establish this Neighborhood Center no later than the issuance of the initial Certificate of Occupancy by the City of Boston Inspectional Services Department (“ISD”) for the ISEB project.

e. On-Campus Business Siting

Northeastern will identify appropriate community-based businesses for on-campus opportunities, with the goal of integrating them into new or existing university buildings as well as designating them as preferred vendors in the university purchasing system. Northeastern will identify these appropriate community based businesses no later than the issuance of the initial Certificate of Occupancy by ISD for the ISEB project, it being understood and agreed that the list of such businesses may change over time, and that integration of such businesses into university buildings and designation of such businesses as preferred vendors is subject to availability of placement and vending opportunities, consideration of such businesses’ interest in and qualifications for such opportunities, the jobs and procurement agreements described in Section 2(h) below, and negotiation of appropriate legal documents.

f. Housing Impact Study

Northeastern will fund an update of the Housing Impact Study at or around the five-year term of the Northeastern IMP (timing to be discussed with the Authority and Task Force) in order to examine any changes in the impacts of Northeastern students on rental housing stock, particularly in light of the anticipated opening of over 1,000 new dormitory beds during the next five years (720 at GrandMarc and at least 600 as set forth in Section B.1.a above).

g. Carter Playground

Northeastern will commit to rebuilding and maintaining Carter Playground, enhanced by the long-term inclusion of Northeastern's Camden Parking Lot (approximately two acres appraised at \$8.9 million) into an expanded park. The cost of these improvements to Carter Playground, including athletic fields, tennis courts, and a new children's playground, is estimated to be \$15 million. The city will continue to regulate permitting and scheduling of the facilities. Northeastern has initiated discussions with the Boston Parks Department and Commission about Carter Playground, and Northeastern and the City of Boston shall enter into a mutually acceptable license agreement for the improvements to and maintenance of Carter Playground prior to issuance of the initial Certificate of Occupancy by ISD for the ISEB Project. No Certificate of Occupancy will be issued by ISD for the ISEB Project, nor will Northeastern request the issuance of a Certificate of Occupancy for the ISEB Project prior to the full execution of said license agreement by and between Northeastern and the City of Boston or other agreement for an alternative benefit acceptable to the Authority.

h. Jobs and Procurement

Northeastern agrees as follows:

- Northeastern will commit to increasing business with Small Local Business Enterprises (SLBEs) to 20% of its discretionary spending and with Minority Business Enterprises (MBEs) to 12% of discretionary spending within ten years.
- Northeastern will commit 30% of hard construction costs for the ISEB Project to MBEs and 10% to Women-Owned Business Enterprises (WBEs).

- For non-design projects on the ISEB (i.e., portions of the ISEB Project other than work performed by architects and others engaged in the design and planning of the ISEB Project), Northeastern will commit to the goal of hiring 51% Boston residents, not less than 35% minorities and 10% women, and further to establish a planning and oversight committee, including residents and elected officials, to help meet these goals.
- Northeastern will direct 30% of major design/construction spending for projects described in the Northeastern IMP to MBEs and 10% to WBEs.
- Northeastern will direct 10% of design/construction spending for projects not described in the Northeastern IMP to W/MBEs within three years.
- Northeastern will pursue the goal of increasing Northeastern employees in the zip codes specified above by 3-5% within three years.
- Northeastern will encourage Northeastern vendors to hire an additional 100 employees from the contiguous zip codes within three years.
- Northeastern will provide ten (10) employment training and education programs to community members per year.
- Northeastern will provide 10-15 three-month internship opportunities to community members per year.
- Northeastern will continue to hold job and vendor fairs, including events targeted specifically to SLBEs and W/MBEs.

Northeastern will contribute \$2.5 million to support the establishment of an entrepreneurship fund to build local business capacity, with the guidance of a recognized banking or financial institution. Northeastern will establish such fund no later than the issuance of the initial Certificate of Occupancy by ISD for the ISEB project.

i. MBTA Track Crossing

As described above, as part of the ISEB Project and subject to receipt of necessary permits and approvals, Northeastern will create a landscaped crossing of the public transit rail line to better knit the Roxbury and Fenway communities and enhance access for persons with disabilities.

j. Affordable Housing

Northeastern will work with partners to identify, advance, and support affordable housing projects in the surrounding neighborhoods that can take advantage of Northeastern's housing linkage obligations.

k. Annual Report on Public Benefits

Beginning during December after execution of this Agreement, and on the same date every year thereafter through the term of the IMP, the Applicant shall submit to the Authority an annual report with measurable and quantifiable reporting, if appropriate, on the public benefits described above. The report shall document the implementation of the benefits over the previous fiscal year ending June 30<sup>th</sup>, and shall include the information detailed below including, at a minimum, start (or payment) date, completion date, or, if the public benefit item is ongoing, indicate relevant dates for the following fiscal year.

<b>Public Benefit Item</b>	<b>Outcomes to Be Reported in the Annual Report for the Previous Northeastern Fiscal Year</b>
a. <u>Student Housing</u>	<ul style="list-style-type: none"> <li>• Progress toward establishing new student housing (i.e., site selection, Article 80 process, construction, occupancy date).</li> </ul>
b. <u>Northeastern/Neighborhood Partnership for Academic Success</u>	<ul style="list-style-type: none"> <li>• Number of scholarships offered and accepted from the specified zip codes.</li> <li>• College Readiness Events held for students from the specified zip codes.</li> <li>• Number of BPS graduates who have been offered transfer contracts for future admission.</li> <li>• Amount of financial aid for enrolling BPS students from designated neighborhoods or specified zip codes.</li> </ul>
c. <u>Northeastern IMP Advisory Council</u>	<ul style="list-style-type: none"> <li>• Membership and activities of Northeastern's IMP Advisory Council.</li> </ul>
d. <u>Northeastern Neighborhood Center</u>	<ul style="list-style-type: none"> <li>• Current information about Northeastern's Neighborhood Center (i.e. location, hours, staff, description of programming and activities).</li> </ul>
e. <u>On-Campus Business Siting</u>	<ul style="list-style-type: none"> <li>• Update on any opportunities for community-based businesses to come to campus.</li> </ul>
f. <u>Housing Impact Study</u>	<ul style="list-style-type: none"> <li>• Status of Northeastern's 5-year Housing Impact Study; summary of results and link to PDF of a study (when available).</li> </ul>
g. <u>Carter Playground</u>	<ul style="list-style-type: none"> <li>• Status and progress report on the rebuilding and maintaining Carter Playground.</li> </ul>

<p>h. <u>Jobs and Procurement</u></p>	<ul style="list-style-type: none"> <li>• Annual data on university progress towards commitments on employment and purchasing.</li> </ul> <p><u>Purchasing</u></p> <ul style="list-style-type: none"> <li>• Northeastern’s discretionary spending activity in Boston.</li> <li>• Northeastern’s discretionary spending activity with SLBEs and W/MBEs.</li> <li>• Northeastern’s construction cost commitments to MBEs and WBEs—on the ISEB and future projects.</li> </ul> <p><u>Employment</u></p> <ul style="list-style-type: none"> <li>• Current percentage of Northeastern employees from the contiguous zip codes and annual change over time.</li> <li>• Number of people employed by Northeastern vendors from the contiguous zip codes and annual change over time.</li> <li>• Northeastern’s hiring commitments for non-design projects on the ISEB.</li> </ul> <p><u>Other</u></p> <ul style="list-style-type: none"> <li>• Number of employment training/ education programs offered to community members, with descriptions and amount of participation.</li> <li>• Number of three-month internship opportunities provided to community members.</li> <li>• Report on Northeastern’s job and vendor fairs held including those targeted to SLBEs and W/MBEs.</li> </ul>
<p>i. <u>Entrepreneurship Fund</u></p>	<ul style="list-style-type: none"> <li>• Status and activity of Northeastern’s entrepreneurship fund to build local business capacity.</li> </ul>

j. <u>MBTA Track Crossing</u>	<ul style="list-style-type: none"> <li>• Progress report on the landscape crossing of the tracks in conjunction with the ISEB project.</li> </ul>
k. <u>Affordable Housing</u>	<ul style="list-style-type: none"> <li>• Update on Northeastern’s efforts to identify affordable housing creation projects in the surrounding neighborhoods that could potentially access housing linkage funds generated by Northeastern’s IMP projects.</li> </ul>

2. THE ISEB PROJECT

The ISEB Project will include the following additional mitigation commitments:

a. Construction Impacts

Prior to the issuance of the Initial Full Building Permit (as defined below) for the ISEB Project, Northeastern shall submit a Construction Management Plan (the “CMP”) for the ISEB Project to the City of Boston Transportation Department (“BTD”) in accordance with the City of Boston’s Construction Management Program. The CMP shall identify construction-related, traffic, and parking impacts and specify mitigating measures to be implemented during the construction of the ISEB Project that are reasonably satisfactory to BTD. Upon the execution of the CMP, Northeastern shall submit to the Authority a true, complete, and correct copy of the fully-executed CMP. For purposes of this Agreement, the “Initial Full Building Permit” with respect to the ISEB Project shall be deemed to refer to the first building permit issued in connection with the above-ground construction of the ISEB Project, and shall not refer to any other building permit or other permits or approvals, including, without limitation, those issued in



connection with demolition, or for conducting of borings, soil investigations, or constructing foundations, whether or not the same require the issuance of a partial building permit.

b. Transportation

Prior to the issuance of the Initial Full Building Permit for the ISEB Project (unless otherwise agreed to by BTD), Northeastern shall enter into a Transportation Access Plan Agreement (“TAPA”) with BTD reasonably satisfactory in form and substance to BTD and Northeastern. Upon the execution of the TAPA, Northeastern shall submit to the Authority a true, complete, and correct copy of the fully-executed TAPA.

c. Construction Employment

Prior to the issuance of the Initial Full Building Permit for the ISEB Project, Northeastern shall enter into a Boston Residents Construction Employment Plan (a “BRCEP”) to demonstrate compliance with the requirements of the Boston Residents Jobs Policy established by Chapter 30 of the Ordinances of 1983, as extended by the Mayor’s Executive Order Extending the Boston Residents Jobs Policy dated July 12, 1985, and consistent with Chapter 12 of the Ordinances of 1986, as amended by Chapter 17 of said Ordinances.

d. Development Impact Project Exactions

Northeastern has entered into a Development Impact Project Agreement (the “DIP Agreement”) with the Authority dated December 18, 2013, and will pay the Housing Exaction and Jobs Exaction (as such terms are defined in the DIP Agreement) and otherwise comply with the terms and conditions set forth in the DIP Agreement.

e. Permanent Employment.

Northeastern agrees to notify at least one of Boston's One Stop Career Centers of any job openings of Northeastern in the ISEB Project, and agrees to encourage employers occupying the ISEB Project to do the same by providing them with a copy of **Exhibit D** hereto.

C. ADDITIONAL AGREEMENTS REGARDING THE ISEB PROJECT

1. Development Period

Northeastern anticipates commencing construction of the ISEB Project in 2014, with substantial completion of the ISEB Project planned for approximately during the 4<sup>th</sup> quarter of 2016.

2. Abandonment of the ISEB Project

If, in the future, Northeastern shall, in its reasonable judgment, determine that it has become infeasible to proceed with the whole or any portion of the ISEB Project, then in such case and after substantiation by Northeastern deemed reasonably adequate by the Authority of the reasons for not being able to proceed, the Authority shall cooperate with Northeastern, at no cost to the Authority, to modify, alter, or amend its previous approval of the Northeastern IMP and this Agreement in order to allow Northeastern the opportunity to reasonably develop the ISEB Site. Nothing in this Agreement shall be construed as an undertaking by Northeastern to construct or complete the ISEB Project or any portion thereof. If and to the extent that the ISEB Project is undertaken by Northeastern, the sole obligation of Northeastern is to adhere to this Agreement to the extent provided herein.

### 3. Authority Cooperation

The Authority will informally advise Northeastern concerning, and will actively cooperate with and publicly support, at no cost to the Authority, Northeastern's efforts to obtain from the appropriate municipal, state, and federal bodies and agencies all permits, licenses, approvals, exceptions, variances, deviations, and other departures from the normal application of the applicable zoning and building codes and other ordinances and statutes which may be necessary and convenient in order to carry out the development of the ISEB Site in accordance with the Northeastern's IMP and ISEB PNF and to fulfill Northeastern's obligations hereunder in the most expeditious and reasonable manner. The Authority shall cooperate with Northeastern, at no cost or expenses to the Authority, to obtain approvals for any revision, amendment, or reconfiguration of the ISEB Project, if any, required by other permit-granting agencies and authorities and approved by the Authority, which approval shall not be unreasonably delayed, withheld, or conditioned.

### 4. Certificate of Completion

The ISEB Project shall be deemed completed when Northeastern has substantially completed construction of the ISEB Project in accordance with the approved Contract Documents, the Development Review Guidelines, and the Article 80 Submissions, as applicable, and the ISEB Project is ready for occupancy, except for (i) items of work and adjustment of equipment and fixtures which can be completed after occupancy has occurred (e.g., so called punch list items); and (ii) landscaping and other similar work which cannot then be completed because of climatic conditions or otherwise reasonably beyond the reasonable control of Northeastern.

The Authority shall, within forty (40) days after Northeastern's request therefor: (a) issue a Certificate of Completion for the ISEB Project; or (b) provide written notice to Northeastern that the Authority has determined that the ISEB Project has not been completed in accordance with the Article 80 Submissions and the Contract Documents (a "Non-Completion Statement"). A Certificate of Completion shall be conclusive evidence that the construction of the ISEB Project has been completed in accordance with the approved Article 80 Submissions, the Contract Documents approved by the Authority, and this Agreement. Notwithstanding anything to the contrary herein, Northeastern may request separate and partial Certificates of Completion for the Interdisciplinary Science and Engineering Building and the pedestrian track crossings, all subject to the procedures and applicable terms and conditions set forth herein, if such improvements are constructed at different times (and accordingly, all references herein to the Certificate of Completion may refer to separate and partial Certificates of Completion for such improvements, as applicable).

If the Authority has determined that the ISEB Project has not been completed in accordance with the Article 80 Submissions, the Contract Documents approved by the Authority, and this Agreement, and that the requested Certificate of Completion cannot be issued, the Authority shall, within such forty (40) day period, provide Northeastern with a Non-Completion Statement indicating with specificity (a) in what respect Northeastern has failed to complete the ISEB Project in accordance with the Article 80 Submissions, the Contract Documents approved by the Authority, and this Agreement or is otherwise in default of its construction obligations to the Authority; and (b) what measures or actions will be necessary for Northeastern to undertake or perform in order to comply with the Article 80 Submissions, the Contract Documents approved by the Authority, and this Agreement and to obtain the requested Certificate of

Completion. Upon compliance by Northeastern with the requirements specified in the Non-Completion Statement with respect to the ISEB Project, the Authority shall issue the Certificate of Completion to Northeastern. Such Certificate of Completion shall be in suitable form for recording in the Registry of Deeds for Suffolk County, Massachusetts (the "Registry").

If the Authority shall refuse or fail to provide either a Certificate of Completion or a Non-Completion Statement to Northeastern or any mortgagee of all or any portion of the ISEB Project or ISEB Site within forty (40) days of a request for a Certificate of Completion, then the Certificate of Completion requested shall be deemed to have been issued; provided, however, that any transmittal of any request for the issuance of a Certificate of Completion shall recite that approval by the Authority is due within forty (40) days of receipt and shall be submitted in accordance with Section D.5 of this Agreement. Northeastern and any such mortgagee may record an affidavit with said Registry, which affidavit shall attest to the adequacy of notice to the Authority, the passage of forty (40) days without response, the compliance of said notice with the provisions of Section D.5 of this Agreement, and the completion of the ISEB Project in accordance with the provisions of this Agreement. Such affidavit shall be conclusive evidence as to the facts stated therein and as to the substantial completion of the ISEB Project in accordance with the Article 80 Submissions, approved Contract Documents, and this Agreement.

In the event that the construction of the ISEB Project shall have been substantially completed so as to warrant the issuance of a Certificate of Completion in accordance with this Section except for items listed in clauses (i) – (ii) in the first grammatical paragraph of this Section or other items that may be incomplete due to reasons beyond the reasonable control of Northeastern as may reasonably be determined by the Authority, then at the option of Northeastern, upon forty (40) days' written notice to the Authority, either (i) an escrow shall be

established pursuant to the provisions of this Section, or (ii) Northeastern shall obtain for the Authority at Northeastern's sole cost and expense a surety or performance bond or completion guarantee in a form satisfactory to the Authority (in an amount which, in the reasonable opinion of the Authority, would be sufficient to cover the cost of completion) guaranteeing the completion of such aspects of the work and the Authority shall forthwith issue of Certificate of Completion for the ISEB Project.

If an escrow is established for the completion of any incomplete work which, in the reasonable opinion of the Authority, should be completed prior to the issuance of a Certificate of Completion (a "BRA Completion Escrow") and the Authority issues a Certificate of Completion prior to completion of the ISEB Project, then Northeastern shall deposit with the Authority, or, if required by any mortgagee, with the holder of the first mortgage on the ISEB Site pursuant to an escrow or holdback agreement approved by the Authority in its reasonable discretion, as security for the completion of said items, an amount which, in the reasonable opinion of the Authority, would cover the cost of such completion. Said deposit, if deposited with the Authority, shall be in the form of a certified or bank check, treasury bills, or by other security reasonably satisfactory to the Authority and shall be deposited simultaneously with the issuance of the Certificate of Completion. Upon the completion of any items of work for which the BRA Completion Escrow was established, the portion of the escrow fund designated for such item of work shall be paid over to Northeastern forthwith, or if such work is not so completed to the satisfaction of the Authority, within a reasonable time after the issuance of such Certificate of Completion, and in any event within one (1) year of such issuance, then the Authority may apply such deposit to completion of such work.

## D. GENERAL PROVISIONS

### 1. Binding Agreement

This Agreement shall be binding upon and enforceable against the successors and assigns of the Parties hereto (other than mortgagees of all or any portion of the ISEB Project or ISEB Site or those claiming through such mortgagees, unless said party obtains title to the ISEB Site and proceeds with development of the ISEB Project), it being understood and agreed that Northeastern shall have the right, after notice to the Authority, to transfer or assign to another party or parties its rights and interests under this Agreement and in all or a portion of the ISEB Site.

### 2. Transfer of Interest

Northeastern shall have the right to transfer or assign its rights and interests under this Agreement, provided that:

- At the time of such transfer or assignment, Northeastern is not then in material default (beyond applicable notice and cure periods) of the terms and conditions of this Agreement imposed as of such date.
- The successor or assignee shall expressly assume and agree to perform and comply with all of the covenants and agreements of this Agreement to be performed by Northeastern (unless notwithstanding a transfer or assignment of Northeastern's rights and interest hereunder, such covenants and agreements are to remain those of Northeastern).

- Northeastern shall deliver to the Authority prior to or promptly after such transfer or assignment, a copy of the instrument or instruments evidencing any such assignment to and assumption by the successor or assignee.

Notwithstanding the foregoing, the provisions of this Section shall not be applicable to any financing or refinancing of all or any portion of the ISEB Project or the ISEB Site.

### 3. Liability

The liability of Northeastern or its successors or assigns (including, without limitation, mortgagees) arising under this Agreement shall be limited solely to the interests of Northeastern in the ISEB Project and the ISEB Site, and no partner, venturer, trustee, beneficiary, shareholder, officer, director, member, manager or the like of Northeastern, or its successors or assigns, or any person or entity directly or indirectly holding any interests in any of the foregoing, from time to time, or any such person's or entity's separate assets or property shall have or be subject to any personal liability with respect to any obligation or liability hereunder, nor shall any person or entity be answerable or liable hereunder in any equitable proceeding or order beyond the extent of its interest in the ISEB Project or the ISEB Site. No holder of a mortgage on all or any portion of the ISEB Project or ISEB Site, as the case may be, shall be liable to perform, or be liable in damages for failure to perform, any of the obligations of Northeastern hereunder unless and until such holder acquires title to the ISEB Project or the ISEB Site by foreclosure or deed in lieu of foreclosure and pursues the completion of the ISEB Project in accordance with the provisions hereof.



4. Notices

All notices or other communications required or permitted to be given under this Agreement shall be in writing, signed by a duly authorized officer or representative of the Authority or Northeastern, as the case may be, and shall be either hand delivered or mailed postage pre-paid, by registered or certified mail, return receipt requested and shall be deemed given when delivered, if by hand, or when deposited with the U.S. Postal Service, if mailed to the principal officer of the party to which it is directed, which is as follows unless otherwise designated by written notice to the other party:

Northeastern: Northeastern University  
360 Huntington Avenue  
Boston, MA 02115  
Attention: General Counsel

With a copy to: Goulston & Storrs, P.C.  
400 Atlantic Avenue  
Boston, MA 02110  
Attention: Adam Hundley, Esq.

Authority: Boston Redevelopment Authority  
1 City Hall Square  
Boston, MA 02201-1007  
Attention: Director

With a copy to: Boston Redevelopment Authority  
1 City Hall Square  
Boston, MA 02201-1007  
Attention: General Counsel

5. Authority Approval

Whenever the consent or approval of the Authority is required under this Agreement or any other ISEB Project document, the Development Review Guidelines, or otherwise in

connection with the development of the ISEB Project or the ISEB Site, such consent or approval shall not be unreasonably withheld or delayed, nor shall it be made contingent upon or made in any way to require, directly or indirectly, the payment of any fee or charge by Northeastern or any other interested party. Wherever there is a requirement that anything, act, or circumstance shall be satisfactory to the Authority or shall be done and performed to the Authority's satisfaction or any other requirements of similar import, the Authority shall be subject to the standards of reasonableness and customary practice in determining the adequacy and sufficiency of Northeastern's performance.

Any request for approvals made to the Authority by Northeastern where such approval will be deemed to have been granted if the Authority fails to respond with a specified period of time shall, as condition to the effectiveness thereof, be prefaced with the following language printed in capital letters in boldface type:

NOTICE:

**THIS REQUEST FOR APPROVAL REQUESTS A PROMPT RESPONSE FROM THE BOSTON REDEVELOPMENT AUTHORITY. THE FAILURE OF THE BOSTON REDEVELOPMENT AUTHORITY TO RESPOND WITHIN \_\_\_\_\_ [BUSINESS] DAYS SHALL RESULT IN AN AUTOMATIC APPROVAL**

6. Certificate of Status of Agreement

The Authority shall, within fifteen (15) business days after written request therefor by Northeastern or any mortgagee of the ISEB Project or ISEB Site or any portion thereof, provide a certificate in writing, as requested or applicable, that this Agreement or any particular Paragraph hereof specified by the requesting party is in full force and effect and unmodified, or in what respects this Agreement is no longer in force or effect or has been modified; that

Northeastern is in compliance with this Agreement or any particular Paragraph hereof specified by the requesting party, or in what respects there is noncompliance; or as to any other matter reasonably related to the ISEB Project which the requesting party may reasonably request of the Authority.

7. Authority of Director of Authority

The Authority has authorized the Director of the Authority to take any action hereunder or in connection with the Northeastern IMP or ISEB Project on behalf of the Authority (including, without limitation, the granting of consents or approvals and the execution and delivery of certificates hereunder or under the Development Review Process), except for a Certificate of Completion pursuant to Section C.4 of this Agreement, and any action so taken shall be binding upon the Authority.

8. Severability

If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid and unenforceable, the remainder of this Agreement, or the application of such terms to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

9. Governing Law

This Agreement shall be governed and construed by the laws of the Commonwealth of Massachusetts, without regard to conflict of law principles.

10. Amendments

This Agreement may be amended only by a written instrument signed by the Parties.

11. Business Days

As used herein, the term “business day” shall mean any day other than a Saturday, Sunday, or legal holiday in Suffolk County in the Commonwealth of Massachusetts.

12. Term

Except as set forth immediately below, this Agreement shall expire ten (10) years from the effective date of the Northeastern IMP (i.e., ten years from December 20, 2013, or December 20, 2023), and the provisions herein shall be null and void as of such date of expiration. Notwithstanding the foregoing, those commitments described in Section B(1) above which commence after the effective date of the Northeastern IMP shall remain in effect for ten (10) years from the commencement date of such commitments, and the provisions herein relating to such commitments shall remain in effect during such time period. By way of example, Northeastern’s commitment, beginning in the spring of 2015, that BPS graduates not admitted directly to the undergraduate program or to Foundation Year can arrange with an admissions counselor for a transfer contract, as more fully described above, shall remain in effect until the spring of 2025.

13. Execution in Counterparts/Multiple Originals

This Agreement may be executed in counterparts. All such counterparts shall be deemed to be originals and together shall constitute one and the same instrument. The Parties have agreed to execute multiple original copies of this Agreement.

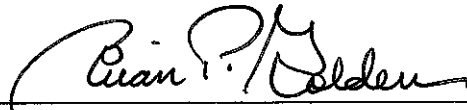
14. Enforcement

It is the intention of the Parties that the provisions of this Agreement may be enforced only by the Parties hereto, and that no other person or persons shall be authorized to undertake any action to enforce any provisions hereof without the prior written consent of the Parties.


*[Remainder of page intentionally blank]*

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed on their behalf by their respective officers thereunto duly authorized as of the day and year first above written.

BOSTON REDEVELOPMENT AUTHORITY

By:   
\_\_\_\_\_  
Brian P. Golden  
Director

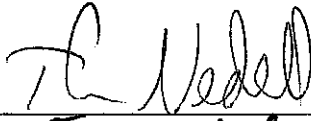
APPROVED AS TO FORM:

  
\_\_\_\_\_  
E. Renee LeFevre  
General Counsel  
Boston Redevelopment Authority

*[Remainder of page blank; signatures continue on the following page]*

*[Continuation of signature page for Cooperation Agreement]*

NORTHEASTERN UNIVERSITY

By:   
Name: *Thomas Nedell*  
Title: *Suf for Finance + Treasurer*

Exhibits:

- Exhibit A: Description of Project Site
- Exhibit B: Adequacy Determination
- Exhibit C: Scoping Determination waiving further review
- Exhibit D: Authority's Development Review Guidelines