

ARTICULATION AGREEMENT BETWEEN ETSU AND ROSS UNIVERSITY SCHOOL OF VETERINARY MEDICINE

This Agreement is made by and between Ross University School of Veterinary Medicine, RUSVM, with its principal office located at Island Main Road, West Farm, Basseterre, St. Kitts, West Indies and East Tennessee State University with its principal office located at 1276 Gilbreath Dr, Johnson City, TN 37614.

This Agreement is effective beginning [5/28/2021).

RECITALS

WHEREAS, RUSVM is an educational institution maintaining a campus in Basseterre, St. Kitts and offering a Doctor of Veterinary Medicine degree program;

WHEREAS, the ETSU is an undergraduate institution of higher education offering a variety of health care programs to residents of Tennessee; as well as students across the US and Internationally.

WHEREAS, RUSVM and the ETSU share a mutual goal of ensuring excellence in veterinary medical education;

WHEREAS, the parties are interested in establishing a program through which a certain number of ETSU students will be able to transfer seamlessly into the Doctor of Veterinary Medicine degree program ("RUSVM");

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, RUSVM and the ETSU hereby agree as follows:

PURPOSE

ETSU and Ross University School of Veterinary Medicine agree to cooperate in providing undergraduate/professional school education leading to the baccalaureate degree from ETSU and the Doctor of Veterinary Medicine degree from RUSVM. The first phase (undergraduate) of the collaborative program will consist of the completion of a minimum of a Bachelor of Science degree at ETSU, including the pre-requisites listed in Guidelines, Part II below.

Under this agreement, the student would first receive a baccalaureate degree from ETSU and upon approval of RUSVM, the student will complete the requirements for a Doctor of Veterinary Medicine degree at RUSVM. Choosing this program provides the opportunity of a smooth transition between the student's undergraduate experience and graduate veterinary training.

The bachelor's degree is completed at ETSU prior to beginning the Doctor of Veterinary Medicine program at RUSVM. To participate, the student would need to apply formally to the DVM program through the RUSVM online application or the VMCAS application service.

RUSVM will designate two (2) seats in each RUSVM semester class for eligible students during the admissions process. Student applicants are subject to all published timelines and due dates for the application process.

RUSVM will provide the ETSU with data identifying alumni who have enrolled or graduated from RUSVM. RUSVM will obtain alumni consent to disclose such information at least once per year or upon request.

Articulation Agreement Ross University School of Veterinary Medicine
GUIDELINES FOR COLLABORATIVE PROGRAM ADMISSION

To comply with this agreement students must satisfy the following minimum requirements:

- An overall Grade Point Average of **3.0** or higher.
- A Grade Point Average of **3.0** or higher in all courses designated by RUSVM as pre-requisites of admission.
- No F or D grades in a pre-requisite course designated by RUSVM.
- A score in the **20th** percentile or better in each category of the Graduate Record Examination ("GRE").
- Two (**2**) letters of recommendation, one letter from an academic instructor, preferably a science instructor, and one letter from a veterinarian familiar with the student's job/volunteer performance.
- A minimum of **150** hours of experience working/volunteering in a professional veterinary practice working with animals or conducting veterinary research. It is preferable that all experience has taken place under the supervision of a practicing veterinarian, but comparable experience may be considered.
- Personal essay indicating applicant interest and experience in veterinary medicine.
- Complete a personal interview with a RUSVM admissions representative.
- Completion of the following **pre-requisite coursework**:
 - General Biology I & II with Lab
 - General Chemistry I or II with Lab
 - Organic Chemistry I or II with Lab
 - Cell Biology or Genetics
 - Physics I with Lab
 - Pre-calculus, Calculus, or Statistics
 - Biochemistry I with Lab
 - Expository Writing or another writing intensive or English course
 - **Nine semester hours**; one of the courses to meet this requirement must be one of the following:
 - Comparative Anatomy
 - Medical terminology
 - Psychology
 - Microbiology
 - Animal Nutrition
 - Physiology
 - Spanish (or other foreign language)
 - Public Speaking
 - Introduction to Business

Substitutions and/or exceptions are made on a case by case basis at the discretion of the Admissions Dean and Faculty Admissions Committee.

Candidates must submit a Completed Application to RUSVM **sixty (60) days prior to the class start date as follows: Fall, Spring and Summer.**

Thirty (30) days before the start of the semester, RUSVM will release all reserved seats for use in general admissions. Eligible individuals who are not accepted at least thirty (30) days before the start of the next semester are guaranteed a seat in a future semester if a seat is not available in the semester applied for. Reserved and non-reserved seats are granted on a rolling admission basis. This Agreement will commence on the effective date above and be valid for a three (3) year period. It will automatically renew for a successive three (3) year period unless cancelled per the terms listed below.

MUTUAL RESPONSIBILITIES

ETSU agrees to have students in the Program pursue a curriculum approved by both ETSU and RUSVM. Modifications to the curriculum are the sole purview of the ETSU. The ETSU agrees to provide notice of modifications at least one term prior to their implementation.

Under this agreement, ETSU agrees to award a Bachelor of Science degree to students who successfully complete the undergraduate program requirements at ETSU.

ETSU agrees to provide its students with full counseling, advising, and programming resources available at ETSU. RUSVM agrees to provide support to the ETSU faculty and staff in evaluating and interpreting Pre-Veterinary curriculum requirements at ETSU.

PROVISOS

Participation in the program is not a guarantee that the candidate will be granted admission to the RUSVM. Final admissions decisions will be solely at the discretion of RUSVM.

Students enrolled in this program who do not meet or exceed the above standards have the privilege of applying for admission to RUSVM through regular channels or procedures. All candidates must meet RUSVM admission standards at the time of their enrollment into the Doctor of Veterinary Medicine program.

RUSVM reserves the right to deny admission to a student if such student cannot meet RUSVM's requirements for admission, as amended from time to time. Additionally, RUSVM may terminate a student's enrollment for violation of any rule, policy or procedure of RUSVM, as amended from time to time, in the same manner as RUSVM may terminate the enrollment of any student at large.

DISCLAIMER AND LIMITATION

The Parties record that each of them has insured itself against its liability in law for the acts and omissions of persons acting on its behalf, and their respective Personnel (and, in the case of the Institution, its students) are insured during the course and scope of the Party's business, where fault can be attributed to one of the Parties or its Personnel. Each Party's maximum liability in respect of any damage to property or death of or injury to any person or any other cause resulting or arising from or in connection with any act or omission in terms of this Agreement will be limited, whether for a single event or multiple events, to the extent of its insurance cover herein.

TERMINATION

Agreement between the parties described above will commence on the date above and be valid for a period of five (5) years. This Agreement may be renewed by mutual written consent for a successive five (5) year period unless terminated per the terms listed below.

Either party to this Agreement may terminate this agreement by formal notification to the other party by October 1 of any academic year (September to June) with cancellation effective June 1 of that academic year. All students who are enrolled in the Doctor of Veterinary Medicine program at the time of such notification shall be continued in the program.

CONFIDENTIAL INFORMATION

As used herein, the term "Confidential Information" shall mean all information provided by one party to the other in connection with the Program or this Agreement, whether said information is communicated orally, in writing, or in electronic format and regardless of whether it was disclosed

Articulation Agreement Ross University School of Veterinary Medicine

before or after the parties' formal execution of the Agreement. Confidential Information shall include, without limitation, information regarding a party's financial affairs, business operations, business plans or business strategies. Further, Confidential Information shall include all information directly or indirectly derived from, based on or containing, in whole or in part, any Confidential Information, regardless of who actually prepared such information. In addition, Confidential Information shall include the substance of the negotiations between the parties with respect to the terms and conditions of this Agreement, as well as the fact that the parties engaged in those negotiations.

Each party shall maintain the Confidential Information in strict confidence and use same only for purposes of facilitating the Program. In no event and under no circumstances will any party use any of the Confidential Information for any purpose other than facilitating the program.

MISCELLANEOUS

Any modification to this Agreement must be made only by mutually written agreement between the parties.

To the extent permitted or authorized by applicable law, RUSVM and ETSU agree to indemnify and hold each other harmless, as well as their trustees, officers, employees, agents, and representatives from and against any and all claims, demands, actions, settlements, or judgements, including attorney's fees and litigation expenses, based upon or arising out of the activities described in this Agreement, to the extent that such claims, demands, actions, settlements or judgments are occasioned by the negligence, actions or omissions of the Ross University School of Veterinary Medicine or ETSU, their agents, servants, employees, or students, and vice versa.

This Agreement is made explicitly subject to the terms of RUSVM's admissions requirements, academic policies, program requirements, and course descriptions, including but not limited to the RUSVM academic catalogs and student handbook (all of the foregoing collectively referred to herein as the "RUSVM Policies").

In exchange for the benefits and opportunities that RUSVM will extend to students under this Agreement, ETSU shall promote RUSVM and the Doctor of Veterinary Medicine program covered by this Agreement to students as specifically stated in this document, including:

- i. ETSU agrees to provide information and promote RUSVM among its student population, including by advertising the Agreement and RUSVM programs on the ETSU website and by disseminating printed material provided by RUSVM.
- ii. ETSU will provide opportunities for representatives of RUSVM, or RUSVM's approved agents, to visit ETSU's locations and disseminate information about RUSVM educational opportunities contemplated in this Agreement.
- iii. All promotion and advertising contemplated under this Agreement will be done in accordance with all applicable laws and regulations.

It is understood that this Agreement is not intended to and shall not be construed to create the relationship, nor hold itself out to the public as being, that of agent, servant, employee, partnership, joint venture, or association between ETSU and RUSVM, but is rather an Agreement by and between independent contractors. Neither party shall have authority to contract for or bind the other in any manner. There is no intended or actual third-party beneficiary of this Agreement.

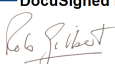
Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party. Failure of a party to enforce any provision of this Agreement will not be a waiver of such provision nor of the right to enforce such provision.

AUTHORIZATIONS

The parties hereby represent that their respective representatives identified below are fully authorized to execute this Agreement on their behalf.

Articulation Agreement Ross University School of Veterinary Medicine

Ross University School of Veterinary Medicine

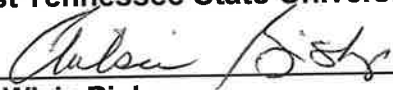
DocuSigned by:

D868FF0D34F6427...

6/2/2021 | 10:22:34 AM EDT

Robert O. Gilbert, BVSc, MMedVet, DACT, FRCVS **Date**

*Associate Dean for Academic Affairs
Professor of Theriogenology*

East Tennessee State University



6-1-21

Dr. Wisie Bishop **Date**

*Senior Vice President for Academics
Interim Provost*