ARTICULATION AGREEMENT
BETWEEN
Dillard University
AND
THE ROSS UNIVERSITY SCHOOL OF VETERINARY MEDICINE

This Agreement is made by and between Dillard University (DU), with its principal office located at 2601 Gentilly Blvd, New Orleans, LA 70122 and Ross University School of Veterinary Medicine (RUSVM), with administrative offices located at 630 US Highway 1 North, Suite 2031, North Brunswick, NJ, 08902.

This Agreement is effective beginning November 1, 2019

I. RECITALS

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

WHEREAS, DU is an undergraduate institution of higher education offering a variety of health care programs to residents of LA;

WHEREAS, RUSVM and the DU 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 DU’s students will be able to transfer seamlessly into the Doctor of Veterinary Medicine degree program (“Program”);

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 DU hereby agree as follows:

II. PURPOSE

DU and Ross University School of Veterinary Medicine agree to cooperate in providing undergraduate/professional school education leading to the baccalaureate degree from DU and the Doctor of Veterinary Medicine degree from the RUSVM. The first phase (undergraduate) of the collaborative program will consist of the completion of a minimum of a Bachelor of Science degree at DU. Under certain conditions and after completing specific courses approved by DU and RUSVM, a student may be able to shorten the period of undergraduate education. The shortened pathway through the program must be made with prior approval of both Parties.

Under this agreement, the student would first receive a baccalaureate degree from DU and upon approval of RUSVM, the student will complete four years of professional study and the requirements for the Program. Choosing this Program provides the opportunity of a smooth transition between the student’s undergraduate experience and graduate veterinary training. A bachelor’s degree is completed at DU and
next last four years are spent 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 four (4) seat(s) 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 DU 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.

III. GUIDELINES FOR COLLABORATIVE PROGRAM ADMISSION

The RUSVM Admissions Committee is seeking 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"). In the case of multiple test attempts, the highest score is taken from each section;
- 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 their interest and experience with veterinary medicine;
- Personal interview with a RUSVM admissions representative;
- Completion of the following pre-requisite coursework:
  - General Biology I & II with Lab
  - General Chemistry I with Lab
  - Organic Chemistry I with Lab
  - Cell Biology or Genetics
  - Physics I with Lab
  - Pre-Calculus, Calculus, or Statistics
  - Biochemistry I
  - 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
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 days prior to the class start date as follows: Fall, Spring, 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 five (5) year period.

IV. MUTUAL RESPONSIBILITIES

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

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

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

V. 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 the 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 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.
VI. 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.

VII. CANCELLATION
Either party to this Agreement may cancel 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 Program at the time of such notification shall be continued in the Program.

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

VIII. 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 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.

IX. MISCELLANEOUS
RUSVM and DU 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 DU, 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, DU shall promote RUSVM and the program covered by this Agreement to students as specifically in this document.

(i) Institution agrees to provide information and promote RUSVM among its student population, including by advertising the Agreement and RUSVM programs on Institution’s website and by disseminating printed material provided by RUSVM.

(ii) Institution will provide opportunities for representatives of RUSVM, or RUSVM’s approved agents, to visit Institution’s locations, 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 DU 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.

X. AUTHORIZATIONS

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

The Ross University School of Veterinary Medicine

BY: ________________________________    ________________________________

Name of Signatory-Admissions    Date
Name of Signatory-Academic

Dillard University

BY: Yolanda W. Page, Ph.D.
Vice President for Academic Affairs

Ralph W. Johnson, MBA
Vice President for Business and Finance/CFO

Reviewed for legal sufficiency:

Brendan Greene, J.D.
General Counsel

Date

10/15/19

11/25/19

4/29/19