MEMORANDUM OF AGREEMENT BETWEEN
RUSH UNIVERSITY GRADUATE COLLEGE OF
RUSH UNIVERSITY
AND
DILLARD UNIVERSITY

MEMORANDUM OF AGREEMENT ("Agreement") is entered into between RUSH UNIVERSITY, on behalf of its GRADUATE COLLEGE ("Graduate College"), an Illinois not-for-profit corporation ("RUSH") and Dillard University ("DILLARD"), located in New Orleans, LA, for the purpose of establishing preferential admission for qualified applicants, to a Rush graduate program of study leading to the Master of Science in Biotechnology, Clinical Research, or Integrated Biomedical Sciences to be awarded by RUSH (each, a "PROGRAM"). DILLARD will provide the basic science and general education components of the undergraduate curriculum culminating in a bachelor's degree and RUSH will provide the curriculum during the subsequent required terms of graduate study.

WHEREAS, DILLARD is a not for profit educational institution which can provide a undergraduate curriculum for students entering the health professions; and

WHEREAS, DILLARD desires to increase the educational and career opportunities available to its students; and

WHEREAS, RUSH operates the Graduate College which provides advanced training in research and which seeks students with strong pre-professional training based in the liberal arts tradition; and

WHEREAS, it is to the mutual benefit of RUSH and DILLARD to plan, organize, and provide a cooperative educational affiliation of quality:

THEREFORE, the parties hereto agree as follows:

I. STUDENT ADMISSIONS:

A. General Requirements

To be admitted to the PROGRAM a student must have been admitted to and enrolled by DILLARD and have completed their degree at DILLARD. In the event that a period of not more than nine (9) months has lapsed between the student graduating from DILLARD and seeking enrollment at RUSH, the student will be considered for admission to the PROGRAM provided that the student meets all criteria outlined herein and a DILLARD academic advisor submits a letter of recommendation for the student. This Agreement does not apply to students seeking enrollment into the PROGRAM if more than nine (9) months has lapsed between the student being enrolled at DILLARD and seeking enrollment into the PROGRAM.

B. Recruitment

Students will be considered for enrollment into the PROGRAM by RUSH upon meeting the criteria specified below. DILLARD and RUSH agree to recruit students for the PROGRAM from DILLARD's pool of prospective applicants and from DILLARD's student body.
DILLARD and RUSH agree to publicize the PROGRAM in catalogs, bulletins, and recruitment brochures issued by DILLARD and RUSH and through other means mutually agreeable to DILLARD’s Office of Admissions and RUSH’s Office of College Admission Services. All printed materials concerning the PROGRAM will be coordinated by both of the aforementioned offices. Printed materials concerning the PROGRAM to be distributed by DILLARD will be reviewed by RUSH and may not be distributed without Rush’s prior written approval; printed materials concerning DILLARD to be distributed by RUSH will be reviewed by DILLARD and may not be distributed without DILLARD’s prior written approval.

C. Admission

Students seeking admission to the PROGRAM must meet the same admissions criteria as other RUSH Graduate College students and adhere to the following procedure for admission to the PROGRAM.

1. An on-line application, including recommendation letters from DILLARD faculty, and all must be completed by the established admission deadlines.

2. Official transcripts showing the awarding of a bachelor’s degree and the successful completion of Dillard work including STEM-related previous research experience as well as final official transcripts from all institutions of higher education attended must be provided to RUSH prior to matriculation.

3. A number of factors will be considered for admission to the PROGRAM, including the following which are the minimum required standards which must be met before a student may be considered as an applicant to the PROGRAM.

Overall cumulative GPA: 3.0 minimum GPA (on 4.0 scale): 3.0 minimum GPA (on 4.0 scale)

a) Acceptable personal interview with RUSH faculty
b) Standardized test scores above the 50th percentile in each category.
c) For international institutions: minimum TOEFL score of 100
d) Recommendation letters from faculty at DILLARD including one from a research advisor that outlines the ability of the applicant to think critically and analytically, to thrive in a research environment, and their estimation of the potential for a students’ success in graduate school.
e) A completed application must be submitted to RUSH by the application deadline for the term of entry.
f) Student must have earned a Dillard degree prior to matriculating at Rush

Up to four DILLARD students per fall term, who have met the admission requirements outlined in sections I.C.1 through I.C.3 above may be admitted to the PROGRAM at Rush’s sole discretion. Additional students may seek admission and be reviewed and admitted through the regular admission process as space permits.
4. Admission to the PROGRAM is completed upon receipt of written notification of acceptance issued by the Associate Dean of RUSH Graduate College.

II. DEGREE AWARDED:

The Graduate College at RUSH shall award a Master of Science in Biotechnology, Clinical Research, or Integrated Biomedical Sciences degree to students who have successfully completed the respective academic PROGRAM at RUSH. The faculty of the RUSH Graduate College shall examine whether a RUSH student completed the requirements for the degree.

III. FINANCIAL AID:

Students enrolled at DILLARD will pay DILLARD the comprehensive fees (tuition, room and board, activities fees) in effect at the time of each registration at DILLARD. Students enrolled at RUSH will pay the RUSH fees (tuition and other charges) in effect at the time of each registration at RUSH. Domestic students will be eligible for financial aid on the same basis as other regular DILLARD and RUSH students.

IV. FACULTY:

DILLARD faculty shall teach the DILLARD curricula at DILLARD. RUSH faculty shall teach RUSH courses in the PROGRAM. The parties may from time to time exchange faculty and in appropriate ways make joint faculty appointments by mutual consent.

V. PROGRAM ADMINISTRATION:

A. DILLARD Responsibilities

1. DILLARD will refer to RUSH only those students who have excelled in STEM curricula and research.

2. DILLARD will advise students and help plan their program of study, provide recommendations for applicants, and be a contact for RUSH and prospective students. DILLARD shall notify RUSH in writing when it is recommending an applicant for one of the positions referenced in Section 3.C above.

B. RUSH Responsibilities

1. RUSH agrees to make the appropriate facilities available to accepted students of the PROGRAM in the same manner as provided for other Graduate College students.

2. RUSH shall provide the PROGRAM as specified in the most recent outline of the PROGRAM on its website. RUSH retains the right to modify the PROGRAM and admission requirements as it deems necessary and shall notify DILLARD of such modification.
C. Joint Responsibilities

1. Each party shall, on reasonable request, permit the inspection of its facilities, available services, and such other items pertaining to the PROGRAM by representatives of the other party.

2. Each party shall comply with all laws applicable to it relating to nondiscrimination in admissions. The parties hereto shall abide by the requirements of Executive Order 11246, 42 U.S.C. Section 2000d and the regulations thereto, as may be amended from time to time, the Illinois Human Rights Act, and the Rules and Regulations of the Illinois Department of Human Rights. There shall be no unlawful discrimination or treatment because of race, color, religion, sex, national origin, ancestry, military status, sexual orientation or handicap in the employment, training, or promotion of students or personnel engaged in the performance of this Agreement.

3. Each party shall comply with the applicable provisions of the Family Educational Rights and Privacy Act of 1974, 20 USC 1232 (g), otherwise known as FERPA or the Buckley Amendment, and shall take all measures necessary to ensure the confidentiality of any and all information in its possession regarding the students who are enrolled at DILLARD or RUSH pursuant to this Agreement.

4. Each party shall maintain regional accreditation with the Higher Learning Commission or applicable regional accrediting body.

VI. CORPORATE AUTONOMY:

RUSH and the DILLARD shall continue to be autonomous corporations and shall be governed independently by their respective governing bodies. Nothing to the contrary herein, each Party shall retain unconditional control over its own operations and its students' academic affairs.

It is understood and agreed that neither of the parties to this Agreement shall be liable for any negligent or wrongful act chargeable to the other, and that this Agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party against the other or against third parties. In the event of a claim for any wrongful or negligent act, each party shall bear the cost of their own defense.

VII. TERM/AMENDMENT/TERMINATION:

The term of this Agreement shall be three (3) years from the date of execution. This Agreement may be amended by mutual written consent of the parties. Either party may terminate this Agreement at any time without cause upon three (3) months written notice or for cause, if the other party is in material breach of a term in this Agreement and fails to remedy that breach within 30 days notice thereof. Notice to terminate shall be sent certified mail, return receipt requested, to the addressee set forth in this Agreement.
In the event that this Agreement is terminated, students enrolled in the PROGRAM will be allowed to complete the PROGRAM provided such students continue to meet all RUSH requirements basis.

VIII. **APPLICABLE LAW:**

This Agreement shall be governed and constructed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the State of Illinois.

IX. **NOTICES:**

Each party shall provide the other with written notice of any change in status which would reasonably be expected to cause such other party to consider terminating or seeking modification of this Agreement. Such a change of status would include, without limitation, an unfavorable change in the party's accreditation status. Unless specified otherwise by this Agreement, any notice, whether pursuant to this Agreement or required by law, shall be deemed effective only when given in writing and delivered personally, or by certified mail (return receipt requested, postage prepaid), to the respective Party at the address(es) below.

**RUSH:**

RUSH UNIVERSITY  
Andrew Bean, PhD  
Dean, Rush Graduate Dillard  
600 South Paulina Street, AAC 438  
Chicago, IL 60612  

With a copy to:  
RUSH Legal  
1700 W. Van Buren Street, Suite 302  
Chicago, IL 60612

**DILLARD:**

DILLARD UNIVERSITY  
Yolanda W. Page, Ph.D.  
Vice President for Academic Affairs  
2601 Gentilly Blvd  
New Orleans, LA 70122  

With a copy to:  
Brendan Greene, J.D.  
Legal Counsel  
2601 Gentilly Blvd  
New Orleans, LA 70122

**IN WITNESS WHEREOF,** the parties hereto, by their authorized representative have executed this Agreement.
"RUSH"

By: [Signature]
Andrew Bean, PhD
Dean, Graduate College

Date: 11/14/2020

"DILLARD"

By: [Signature]
Yolanda W. Page, Ph.D.
Vice President for Academic Affairs

Date: 11/15/19

By: [Signature]
Ralph Johnson, MBA
Vice President for Business and Finance/CFO

Date: 11/27/19

Reviewed for legal sufficiency:

By: [Signature]
Brendan Greene, J.D.
Legal Counsel

Date: 11/24/19