

MEMORANDUM OF UNDERSTANDING

St. Francis College, Brooklyn, New York, USA
and
Saint George's University Limited, Grenada, West Indies

June 1, 2021

Saint George's University Limited and St. Francis College agree to offer qualified students the opportunity to pursue a career in medicine or veterinary medicine at Saint George's University, following successful graduation with a degree in a pre-approved pre-medicine or pre-veterinary medicine program at St. Francis College, allowing the students to obtain the BS/MD or BS/DVM degree.

St. Francis College (hereinafter referred to as SFC) is a higher education institution duly organized and existing under the New York State law and the Middle States Commission on Higher Education accreditation with its principal place of business located at 180 Remsen Street, Brooklyn, NY 11201. Saint George's University Limited (hereafter referred to as SGU), is a corporation duly organized and existing under the laws of Grenada, West Indies, with its principal place of business located at University Centre, St. George's, Grenada, West Indies.

1. Programs

a. Four plus Four (4+4) Program

In the 4+4 Program established by this Agreement, students will begin their studies at SFC and after successfully completing the four-year premedical or pre-veterinary medicine curriculum at SFC, and meeting the requirements for promotion, qualified students who meet the standards of admission at SGU will proceed to Grenada and enter the first year of SGU's School of Medicine or SGU's School of Veterinary Medicine.

The qualified medical students will be eligible to complete the first two (2) years of medical study in Grenada or first three (3) years of veterinary medicine study in Grenada. The final two (2) years of this combined program consist of clinical rotations at SGU's affiliated hospitals in the United States and/or the United Kingdom for the MD Program. The final (1) year of this combined program consists of clinical rotations at SGU's affiliated veterinary schools in the United States, United Kingdom, Canada, Australia, and/or Ireland for the DVM Program.

b. Three plus Four (3+4) Program

In the 3+4 Program established by this Agreement, students who have demonstrated academic excellence in their first three (3) years at SFC and have met all prerequisites for entry into SGU's School of Medicine, may proceed to Grenada at the end of their third year at SFC. Students seeking entry under the 3+4 Program will have the option of spending their senior year at SGU, completing the first Basic Sciences year of the MD Program. If the student has all the prerequisites for SGU and maintains good standing for both terms, SFC will award the bachelor's degree.

Qualified medical students under the 3+4 Program will then continue at SGU and complete the second year of medical study in Grenada, and the final two (2) years in clinical rotations at hospitals affiliated with SGU in the United States and/or the United Kingdom.

2. Admissions Process

Students apply to SFC through its Office of Admission at which time they must express their interest in one of the combined degree programs. Applicants must meet all admissions criteria of SFC. SGU application fees will be waived for applicants. SFC applicants will be given fast track status and will be prioritized for review, interviews, processing, and decisions. SGU will provide a dedicated point of contact to service SFC and its students during the application process.

Upon receipt of applications, SFC and SGU will consult to select suitable candidates, who meet the standards of SFC and SGU, and formal interviews will be conducted by SGU. A provisional acceptance into SGU can only be made after an undergraduate interview is conducted.

In order to be eligible to proceed to the SGU School of Medicine in this program, students must maintain a cumulative grade point average (GPA) competitive with the incoming class average of 3.4 while enrolled at SFC and obtain a competitive score on the Medical College Admission Test (MCAT). A competitive score is generally defined as a score within 5 points of the prior terms average MCAT score for matriculated students. In order to be eligible for entry into the SGU School of Veterinary Medicine, students must maintain a GPA of at least 3.2 while enrolled at SFC and obtain a competitive Graduate Record Examination (GRE) score (a competitive score is above 290). Admission to the MD and DVM programs requires a minimum score of 7.0 on the IELTS (cumulative and part scores) or equivalent test. Applicants must demonstrate this minimum level of proficiency in English with a valid IELTS test result taken within the past two years. Students who have attended a North American university, or a university where English is

the language of instruction, are typically waived from submitting TOEFL/IELTS exam scores.

In addition to the above-referenced minimum GPA, MCAT and GRE requirements, an offer of admission to SGU's School of Medicine or SGU's School of Veterinary Medicine, pursuant to this program, will only be made to qualified students who satisfy all respective admissions requirements.

Students who enrolled at SFC prior to the execution of this agreement and who meet the SGU criteria for admission may apply to SGU by following the application process described above.

For students who do not meet the admission requirements of the 3+4 Program or the 4+4 Program, there may be opportunities for alternative programs/pathways for entrance into the MD Program or the DVM Program. Any such opportunities shall be discussed and agreed to by the parties.

3. Marketing and Intellectual Property

The parties will jointly market this program, and any and all publications or advertisements promoting this program must be approved in writing by the parties. The use of each party's trademarks, tradenames, logos, copyrights, patents or any other intellectual property in the furtherance of this Agreement or otherwise without the express written consent of the owner is strictly prohibited.

4. Exclusivity

SFC agrees that it will not enter into an agreement that contains the same terms as this Agreement for placing SFC students at the schools listed on Exhibit A for traditional on-campus instruction in a medical or DVM program. This restriction will remain in place until the expiration or termination of this agreement.

5. No Compensation

There will be no monetary exchange between the parties. Each institution will collect and retain the appropriate tuition and other fees from the student for the period of time the students is enrolled at their respective institutions.

6. Scholarship for MD Program

Students that are accepted in the 3+4 Program or 4+4 Program will each receive a \$10,000 scholarship (MD Only). Students will be advised of the scholarship opportunity at the point of recruitment and the scholarship will be indicated on

the student's offer letter. The scholarship will only be formally awarded and disbursed once a student has successfully matriculated into the MD Program, and then the award will be disbursed evenly over the terms of the MD Program. Students may be eligible for additional SGU scholarships and grants, at the sole discretion of SGU's Scholarship Committee.

Subject to seat availability, SFC students may be eligible for a scholarship to attend the SGU Med/Vet Summer Leadership Academy on the Grenada campus.

7. Student and Faculty Campus Visits

- a. For SFC students fully admitted into the MD Program, they will have the opportunity to come and see the Grenada campus. The Dean's Invite opportunity includes the following:
 - o Pre-paid airfare and hotel
 - o Transportation to and from the airport
 - o Transportation to and from campus
 - o Half-day tour of Grenada
 - o Campus tour and additional campus activities
- b. SFC faculty and staff that are actively working on this partnership will be eligible to visit SGU during advisor and faculty visits.
- c. The campus visit program extends to SFC students on executive boards of pre-med/health profession clubs. One (1) executive board member per club may visit the Grenada campus. On campus visits are limited to one time per semester.

8. Club Grant: Pre-Medical and Health Professions Club

A club grant may be given by SGU to SFC's Pre-Medical and Health Professions Club. To be eligible, the club must be an active SFC student organization with engaged membership. The Pre-Medical and Health Professions Club will receive a grant for the semester that a presentation is given by SGU (up to \$250 per semester, total of \$500 for the fall and spring semesters).

9. Term and Termination

The term of this Agreement will be from June 1, 2021 to May 31, 2024. Thereafter, it shall automatically renew for an additional three (3) year period unless terminated by either party, in writing, at least (90) days prior to the end of the term.

Notwithstanding the above, this Agreement will be terminated if;

- a. Dissolved by mutual agreement between the parties; or
- b. Dissolved by one (1) of the parties upon written notice to the other party of intent to terminate given ninety (90) days prior to termination; or
- c. Dissolved by one (1) of the parties upon written notice to the other party upon the occurrence of one (1) or more of the following events:
 1. Breach of this Agreement by either party.
 2. dissolution or liquidation of the other party;
 3. insolvency or bankruptcy of the other party;
 4. institution of any proceeding by or against the other party under the provisions of any insolvency or bankruptcy laws;
 5. appointment of a receiver of any of the other party's property;
 6. failure of the other party to carry on its business.

Upon any termination or expiration of this Agreement, all students enrolled in the program at the time of termination or expiration will be entitled to continue the program until completion.

10. Education Records

The parties agree that they will comply with the Family Educational Rights and Privacy Act and any and all other United States federal laws or Grenada laws concerning student records and privacy and access rights.

11. Miscellaneous

- a. ASSIGNMENT: This Agreement will be binding on and inure to the benefit of the parties' respective successors and assigns. Neither party may assign this Agreement without the other's written consent except as part of an assignment of substantially all of the assignor's assets and business.
- b. INDEMNIFICATION: Each party shall defend, indemnify and hold harmless, the other party, its trustees, directors, officers, employees, staff, agents and independent contractors from and against any and all claims, liability, losses, damages, demands, lawsuits, settlements, judgments and expenses (including reasonable attorneys' fees) arising directly or indirectly from any acts or omissions of a party, its employees, agents and/or assigns, including, but not limited to, negligence, personal injury, breach of contract, misrepresentation and fraud.
- c. ENTIRE AGREEMENT: This Agreement contains the entire Agreement of the parties and supersedes all prior agreements or understandings pertaining to the subject matter hereof whether written or oral. No modification or amendment of this Agreement shall be effective unless in a written instrument, executed by both of the parties hereto.
- d. GOVERNING LAW: This Agreement shall be governed by, interpreted, construed, and enforced under the laws of the State of New York, without regard to the principles of conflicts of laws. Any claims under this Agreement must be brought in a court of competent jurisdiction located within the County of Kings, State of New York.
- e. SEVERABILITY: If any of the provisions of this Agreement, or the application of any term or provision to any persons or circumstances are invalid or unenforceable to any extent, then the remainder of this Agreement or the application of the terms or provisions to persons or circumstances, other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term or provision of this Agreement shall be valid and enforceable to the extent permitted by law.

- f. CONSTRUCTION: Headings in this Agreement are for reference purposes only and shall not be deemed to have any substantive effect.
- g. NON-WAIVER: The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach. No course of dealing or any delay on the part of either party in exercising or enforcing their rights under the Agreement shall operate as a waiver of such rights.
- h. INDEPENDENT CONTRACTORS: Non-Exclusivity: Each of the parties hereto is an independent contractor, and nothing herein is intended or shall be construed to create a relationship of joint venture, partnership or otherwise. Neither of the parties hereto shall be bound to refer or accept students on an exclusive basis to or from the other.
- i. ANTI-BRIBERY LAWS: The parties shall comply with all applicable laws and regulations in collaborating under this Agreement, including but not limited to the U.S. Foreign Corrupt Practices Act (FCPA) and any other anti-bribery laws applicable to this Agreement. Anti-bribery provisions of the FCPA, and similar laws, make it unlawful to bribe foreign government officials to obtain or retain business. The parties are familiar with anti-bribery laws, their prohibitions and purposes, and will not undertake any actions that may violate the FCPA or other applicable anti-bribery laws.
- j. Contact Information:

SGU:

Laura Bruno

Vice President, Student Recruitment

St. George's University

c/o University Support Services, LLC.

3500 Sunrise Highway, Building 300

Great River, New York 11739

Phone: (631) 665-8500 ext. 1472

Copy to:

Office of General Counsel

Saint George's University Limited

c/o University Support Services, LLC

3500 Sunrise Highway, Building 300
Great River, New York 11739


SFC:
Reza Fakhari, Ph.D.
Vice President for Internationalization
St. Francis College
180 Remsen Street
Brooklyn, New York 11201
Phone: (718) 489-2036
Email: rfakhari@sfc.edu

IN WITNESS WHEREOF the parties have set their hands by their representative
the day and year first above written.

SAINT GEORGE'S UNIVERSITY LIMITED

By 
Dawne Buckmire
VP, Business Administration

APPROVED AS TO FORM
OFFICE OF THE GENERAL COUNSEL

By: 
Date: June 22, 2021
SGGC#: SG-CL-AFU-UG-215

ST. FRANCIS COLLEGE

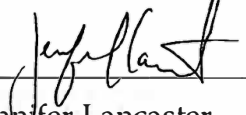
By 
Jennifer Lancaster
Vice President for Academic Affairs
and Academic Dean

EXHIBIT A

Saint James School of Medicine
American University of Antigua
University of Health Sciences Antigua School of Medicine
Aureus University School of Medicine
Xavier University School of Medicine
American University of Barbados School of Medicine
Washington University of Barbados
University of the West Indies Faculty of Medicine (Cave Hill)
Central America Health Sciences University Belize Medical College
Washington University of Health & Science
St. Matthew's University School of Medicine
Escuela Latinoamericana de Medicina
Facultad de Ciencias Medicas Ciego de Avila
Facultad de Ciencias Medicas Cienfuegos
Facultad de Ciencias Medicas Granma
Facultad de Ciencias Medicas Holguin
Facultad de Ciencias Medicas Las Tunas
Facultad de Ciencias Medicas Matanzas
Facultad de Ciencias Medicas Pinar del Rio
Facultad de Ciencias Medicas Sancti Spiritus
Instituto Superior de Ciencias Medicas de La Habana
Instituto Superior de Ciencias Medicas de Santiago de Cuba
Instituto Superior de Ciencias Medicas de Villa Clara
Universidad de Ciencias Medicas de Camaguey
Universidad de Ciencias Medicas de Guantanamo
Avalon University School of Medicine
Caribbean Medical University School of Medicine
John F. Kennedy University School of Medicine
St. Martinus University Faculty of Medicine
All Saints University School of Medicine
Ross University School of Medicine
Instituto Tecnológico de Santo Domingo Escuela de Medicina
Pontificia Universidad Católica Madre y Maestra Departamento de Medicina
Universidad Autónoma de Santo Domingo Departamento de Medicina
Universidad Católica Nordestana Facultad de Ciencias Medicas
Universidad Católica Tecnológica del Cibao Escuela de Medicina
Universidad Central del Este Escuela de Medicina

Universidad Iberoamericana (UNIBE) Escuela de Medicina
 Universidad Nacional Pedro Henríquez Ureña Escuela de Medicina
 Universidad Tecnológica de Santiago Escuela de Medicina, Santiago de Los Caballeros
 Universidad Tecnológica de Santiago Escuela de Medicina, Santo Domingo
 Faculté de Médecine Hyacinthe Bastaraud
 American International School of Medicine
 Georgetown American University
 Lincoln American University
 Texila American University
 Alexander American University
 Université d'Etat d'Haïti Faculté de Médecine
 GreenHeart Medical University
 Université Lumière Faculté de Médecine
 Université Notre Dame d'Haïti Faculté de Médecine
 Université Quisqueya Faculté des Sciences de la Santé
 Université Joseph Lafortune Faculté de Médecine
 All American Institute of Medical Sciences
 University of the West Indies Faculty of Medicine (Mona)
 Seoul Central College of Medicine
 University of Science, Arts & Technology Faculty of Medicine
 Saba University School of Medicine
 International University of the Health Sciences (IUHS)
 University of Medicine and Health Sciences
 Medical University of the Americas
 Windsor University School of Medicine
 American International Medical University
 Atlantic University School Of Medicine (AUSOM)
 College of Medicine and Health Sciences/aka Destiny University
 International American University College of Medicine
 Spartan Health Sciences University
 Washington Medical Sciences Institute
 All Saints University School of Medicine
 American University of St Vincent School of Medicine
 Saint James School of Medicine
 Trinity School of Medicine
 American University of Integrative Sciences
 American University of the Caribbean School of Medicine
 University of the West Indies Faculty of Medicine (St. Augustine)