MEMORANDUM OF UNDERSTANDING

Suffolk County Community College, Selden, New York, USA and

Saint George's University Limited, Grenada, West Indies

Suffolk County Community College and Saint George's University Limited agree to offer qualified students the opportunity to pursue a career in medicine or veterinary medicine at St. George's University, following successful completion of the pre-medicine or pre-veterinary medicine curriculum at Suffolk County Community College, allowing the student entry to SGU's 5-year MD pathway or 4-year MD program or 4-year DVM program.

Suffolk County Community College (hereafter referred to as Suffolk) is a public higher education institution duly organized and existing under the laws of the State of New York and accredited by the Middle States Commission on Higher Education, with its principal administrative offices located at 533 College Road, Selden, NY 11784. 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. Two plus Five (2+5) Program

In the 2+5 Program established by this Agreement, students will begin their studies at Suffolk. After successfully completing their Liberal Arts and Sciences: Science – Biology A.S., Liberal Arts and Sciences: Science – Chemistry, A.S., or Liberal Arts and Sciences: General Studies, A.A. degree and meeting the prerequisite courses and requirements for promotion (Exhibit A), qualified students who meet the standards of admission at SGU will progress into SGU's 5-year MD pathway.

The qualified medical students will be eligible to attend one (1) year of preclinical coursework and year one (1) of the Basic Sciences in Grenada and/or Northumbria University in the UK, year two (2) of the Basic Sciences in Grenada, and the final two (2) years of this program in clinical rotations at SGU's affiliated hospitals in the United States and/or the United Kingdom.

b. Two plus Two plus Four (2+2+4) Program

In the 2+2+4 Program established by this Agreement, students will begin their studies at Suffolk. After successfully completing their Liberal Arts and Sciences: Science – Biology A.S., Liberal Arts and Sciences: Science – Chemistry, A.S., Liberal Arts and Sciences: General Studies, A.A. or Veterinary Science Technology, A.A.S., completing an earned bachelor's degree in a premedical or pre-veterinary medicine program*, having met all undergraduate prerequisite coursework (Exhibit A) for entry into SGU's School of Medicine or SGU's School of Veterinary Medicine, 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 can complete year one (1) at Northumbria University in the UK, year two (2) in Grenada, and the final two (2) years of this program in clinical rotations at SGU's affiliated hospitals in the United States and/or the United Kingdom.

*After completing the AS or AAS degree at Suffolk, students transferring into SGU partner schools CUNY/Brooklyn College, CUNY/Hunter College, CUNY/College of Staten Island (CSI), Mercy University, St. Francis College, St. John's University College of Pharmacy and Health Sciences, Molloy University or SUNY/Old Westbury are held a seat in SGU's School of Medicine or SGU's School of Veterinary Medicine. Note: Suffolk does not have transfer/articulation agreements with these SGU partner schools for this purpose. Students should contact the SGU partner schools. Students also have the option to transfer into a non-partner school as long as it is an accredited four-year college or university in the United States.

c. Baccalaureate Degree plus Science Prerequisite Coursework plus 4-Year MD Program

In this Program, students with a bachelor's degree in a non-science major who need to complete pre-requisite coursework for medical or veterinary medicine school will begin their studies at Suffolk. After completing the necessary science prerequisite coursework at Suffolk, having met all undergraduate prerequisite coursework (Exhibit A) for entry into SGU's School of Medicine or SGU's School of Veterinary Medicine, 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 can complete year one (1) at Northumbria University in the UK, year two (2) in Grenada, and the final two (2) years of this program in clinical rotations at SGU's affiliated hospitals in the United States and/or the United Kingdom.

2. Admissions Process

Students may express interest into this pathway at the time they apply to Suffolk or while a matriculated student at Suffolk. Applicants must meet all admissions criteria of Suffolk. SGU application fees will be waived for applicants. Suffolk 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 Suffolk and its students during the application process.

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

Upon completion of Suffolk's associate degree requirements, including a cumulative grade point average (GPA) of at least 3.4 with no science grades less than a "B", students will then be eligible to transfer to one of SGU partner schools CUNY/Brooklyn College, CUNY/Hunter College, CUNY/College of Staten Island (CSI), Mercy University, St. Francis College, St. John's University College of Pharmacy and Health Sciences, Molloy University or SUNY/Old Westbury. Note: Suffolk does not have transfer/articulation agreements with these SGU partner schools for this purpose. Students should contact the SGU partner schools.

In order to be eligible to proceed to the SGU School of Medicine in this program, students must maintain a cumulative and science grade point average (GPA) competitive with the incoming class average of 3.4 and 3.2, respectively, and obtain a competitive score on the Medical College Admission Test (MCAT) within 5 points of the average MCAT score for entering students. The current average is approximately 498.

In order to be eligible for entry into the SGU School of Veterinary Medicine, students must maintain a science GPA of at least 3.4 with no science grades less than a "B" and a recommended minimum of 500 hours of animal experience under the direct supervision of a veterinarian.

In addition to the above-referenced minimum GPA and MCAT 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 Suffolk 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 may not meet the admission requirements of the Programs, there may be opportunities for alternative pathways for entrance into the MD Program or the DVM Program. Any such opportunities shall be discussed and agreed to by the parties.

Participation in the Programs in this Agreement are non-binding. Students may pursue study at other medical or veterinary medicine schools.

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. 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 student is enrolled at their respective institutions.

5. Scholarship for MD Program

Qualified graduates are eligible to be considered for all SGU scholarships such as the Chancellor's Circle Legacy of Excellence currently valued at \$120,000. Students will be advised of the scholarship opportunity at the point of full admission to SGU and the scholarship will be indicated on the student's SGU offer letter. Scholarships 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.

6. Student and Faculty Campus Visits

- a. For students fully admitted and deposited into the MD Program, they will have the opportunity to visit and see the SGU Grenada campus (certain restrictions apply by law so some students may not be eligible; eligibility information will be provided separately). The SGU opportunity includes the following:
 - o Pre-paid airfare and hotel
 - Transportation to and from the airport
 - o Transportation to and from campus
 - o Half-day tour of Grenada
 - Campus tour and additional campus activities
- b. Suffolk faculty and staff that are actively working on this Agreement will be eligible to visit SGU during advisor and faculty visits. The sharing of expenses for such faculty and staff visits, if any, will be mutually agreed upon by the institutions prior to each visit.

7. Educational and Academic Exchange

Suffolk and SGU, for the purpose of furthering cooperation through educational and academic exchange, hereby may explore additional activities as will be of mutual benefit for their respective institutions. Cooperative activities are considered here to include but not limited to:

- a. Coordination of academic staff mobility for purposes of teaching, research and training;
- b. Coordination of student mobility programs for study and research;
- Coordination of academic activities such as joint research, publication and symposia; and
- d. Other activities considered by the parties to be of benefit to each party's education and research program.

8. Term and Termination

The term of this Agreement will be from August 26, 2024 to May 31, 2029. Thereafter, it shall automatically renew for an additional five (5) 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 by all of the parties; or
- b. Dissolved by one (1) of the parties upon written notice to the other parties 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 parties upon the occurrence of one (1) or more of the following events:
 - 1. Breach of this Agreement by another party.
 - 2. dissolution or liquidation of another party;
 - 3. insolvency or bankruptcy of another party;
 - institution of any proceeding by or against any other party under the provisions of any insolvency or bankruptcy laws;
 - 5. appointment of a receiver of any other party's property;
 - 6. failure of any 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.

9. Education Records

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

10. Miscellaneous

a. <u>ASSIGNMENT</u>: This Agreement will be binding on and inure to the benefit of the parties' respective successors and assigns. No 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. <u>ENTIRE AGREEMENT</u>: 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 each of the parties hereto.
- c. <u>GOVERNING LAW</u>: This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any action to enforce this agreement will be brought in the federal and state courts presiding in New York. It is expressly agreed that any judgment obtained by either party against the other arising out of a breach of this Agreement shall be enforceable in the State of New York.
- d. <u>SEVERABILITY</u>: 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.
- e. <u>CONSTRUCTION</u>: Headings in this Agreement are for reference purposes only and shall not be deemed to have any substantive effect.
- f. NON-WAIVER: The waiver by any 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 any party in exercising or enforcing their rights under the Agreement shall operate as a waiver of such rights.
- g. <u>INDEPENDENT CONTRACTORS</u>: 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. None of the parties hereto shall be bound to refer or accept students on an exclusive basis to or from the other.
- h. <u>ANTI-BRIBERY LAWS</u>: 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.

i. CONTACT INFORMATION:

Saint George's University Limited:

Laura Bruno
Vice President, Student Recruitment – North America
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
Email: lbruno1@sgu.edu

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

Suffolk County Community College:

Irene Rios, Ed.D.
Interim Vice President for Academic Affairs
Suffolk County Community College – Office of Academic Affairs
533 College Road, NFL 230
Selden, NY 11784

Program Contact:
Hector Sepulveda, MD, MA, MPH
Associate Dean for Academic Affairs
Suffolk County Community College
Michael J. Grant Campus, Caumsett Hall, Rm. 100
1001 Crooked Hill Road

Brentwood, New York 11717

Phone: (631) 851-6240

Email: sepulvh@sunysuffolk.edu

Copy to:

College General Counsel Suffolk County Community College – Office of Legal Affairs 533 College Road, NFL 230 Selden, NY 11784

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

SAINT GEORGE'S UNIVERSITY LIMITED		
Dawne Buckmire VP, Business Administration	Date: 26/7/203	APPROVED AS TO FORM OFFICE OF THE GENERAL COUNSE By: Date: July 26, 2024
SUFFOLK-COUNTY COMMUNITY COLLEGI	G.	SGGC#:SG-CL-AFU-UG-300
By Edward Bonahue, Ph.D.	Date: 7/24/2	4
President, Suffolk County Community Colle	ege	
By_ Siene Rive	Date: _7-23-	24
Irene Rios, Ed.D.		
Interim Vice President for Academic Affairs	5	
Suffolk County Community College		

EXHIBIT A

School of Medicine Prerequisite Coursework

Students must have a minimum of an associate degree and the following prerequisite undergraduate coursework (or its equivalent) for admission into SGU's five-year MD Pathway or a bachelor's degree for admission into SGU's four-year Doctor of Medicine Program:

- One-year General Biology or Zoology with lab
- One-year Inorganic Chemistry (General or Physical) with lab
- One-year Organic Chemistry with lab
- · One semester Physics with lab
- One semester Math (Calculus or Statistics)
- One semester of English

Strongly recommended (for medical school preparation):

- One more semester of Physics (one year in total),
- Two semesters in social science courses (Psychology, Sociology, etc.)
- Biochemistry
- Microbiology
- Physiology

School of Veterinary Medicine Prerequisite Coursework

Students must have a minimum of a Liberal Arts and Sciences: Science – Biology A.S., Liberal Arts and Sciences: Science – Chemistry, A.S., Liberal Arts and Sciences: General Studies, A.A. or Veterinary Science Technology, A.A.S. degree in Veterinary Science Technology, a bachelor's degree and the following prerequisite undergraduate coursework (or its equivalent) for admission into SGU's four-year Doctor of Veterinary Medicine Program:

- One-year General Biology or Zoology with lab
- One-year General Chemistry with lab
- One semester Organic Chemistry with lab
- One semester Genetics
- One semester Biochemistry
- One semester Physics with lab
- One semester Math (Calculus, Computer Science, or Statistics)
- One semester of English

A recommended minimum of 500 hours of animal experience (e.g., shadowing, internship, and/or employment) under the direct supervision of a veterinarian.