

MEMORANDUM OF UNDERSTANDING

Regis College

and

Saint George's University Limited, Grenada, West Indies

July 1, 2014

Saint George's University Limited and Regis College agree to offer qualified students the opportunity to pursue a career in medicine or veterinary medicine at Saint George's University, following successful completion of three years of pre-medicine or pre-veterinary medicine coursework at the Regis College, allowing the students to obtain the BA or BS/MD or BA or BS/DVM degree.

Regis College is a corporation duly organized and existing under the laws of the Commonwealth of Massachusetts, U.S.A., with its principal place of business located at 235 Wellesley Street, Weston, MA 02493, USA. 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.

In the program established by this Agreement, students will begin their studies at Regis College. After successfully completing three (3) years of undergraduate study at Regis College, 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 School of Medicine or SGU School of Veterinary Medicine.

Upon successful completion of the first year of medicine or the first year of veterinary medicine at SGU, qualified students will have fulfilled the requirements for a Bachelor of Arts or a Bachelor of Science from Regis College. Qualified students who meet the standards of promotion at SGU will then be eligible to complete the remaining three (3) years of study at SGU, leading to the MD or DVM Degree.

The qualified medical students will be eligible to complete the first two (2) years of medical study in Grenada, and the final two (2) years of this combined program in clinical rotations at affiliated hospitals in the United States and/or the United Kingdom. Qualified veterinary students will be eligible to complete the first three (3) years of veterinary study in Grenada and their final clinical year at affiliated veterinary schools in the United States, United Kingdom, Canada, Australia or Ireland.

Admissions Process

Students apply to Regis College, through its Office of Admissions at which time they must express their interest in one of the combined degree programs. Applicants must meet all admissions criteria of Regis College.

Upon receipt of applications, Regis College and SGU will consult to select suitable candidates, who meet the standards of Regis College and SGU, and establish dates for undergraduate interviews. An offer for the combined program 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) of at least 3.4, while enrolled at Regis College, and obtain a competitive score on the Medical College Admission Test (MCAT). A competitive score is defined as a score within 3 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 3.4, while enrolled at Regis College, and obtain a competitive Graduate Record Examination (GRE), a competitive score is above 290.

In addition to the above-referenced minimum GPA, MCAT and GRE requirements, in order to be promoted to SGU, qualified Regis College students must meet all admission criteria of SGU School of Medicine or SGU School of Veterinary Medicine. SGU School of Medicine and SGU School of Veterinary Medicine will select suitable candidates that meet their respective standards and establish dates for promotion interviews. An offer of admission to SGU School of Medicine or SGU School of Veterinary Medicine, pursuant to this program, will only be made to qualified students, who satisfy all respective admissions requirements, after a promotion interview is conducted by SGU.

Students may, after completing their third year at Regis College and successfully meeting all the prerequisites for acceptance into SGU, choose to finish their fourth year at Regis College instead of proceeding to SGU. These students shall have the opportunity to proceed to SGU after completing their degree at Regis College, contingent upon the student still meeting all prerequisite admissions standards at SGU.

Marketing and Intellectual Property

Regis College and SGU will jointly market this program, and any and all publications or advertisements promoting this program must be approved in

writing by Regis College and SGU. The use of 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.

No Compensation

There will be no monetary exchange between Regis College and SGU. Each institution will collect and retain the appropriate tuition and other fees from the student for the period of time the student is enrolled in the institution.

Terms of the Memorandum of Understanding

The term of this agreement will be from ~~June 1, 2014 to May 31, 2015~~ July 1, 2014 through May 31, 2017.

Upon expiration, this agreement may be extended, by mutual written agreement, for an additional three (3) year period:

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 ~~one (1) year~~ 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 shall be entitled to continue the program until completion.

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.

Education Records

SGU agrees that it 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.

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 made and delivered in the Commonwealth of Massachusetts and shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts applicable to agreements made and to be performed entirely within the Commonwealth of Massachusetts, excluding any rule or principle of the conflict of laws that might otherwise refer the interpretation of construction of this Agreement to the laws of any other jurisdiction. 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 United States of America and Grenada. Jurisdiction and venue for any and all disputes which may arise under this Agreement shall reside in the Commonwealth of Massachusetts.

- 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 and 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. Contact Information:

SGU:

Bob Ryan
Associate Dean of Enrollment Planning for St. George's University
c/o University Support Services, LLC.
3500 Sunrise Highway
Building 300
Great River, New York 11739
Phone: (631) 665-8500

Copy to:

Charles J. Adams, Esq.
General Counsel
Saint George's University Limited
c/o Patrick F. Adams, P.C.
3500 Sunrise Highway
Building 300
Great River, New York 11739

Regis College:

David Gilmore, MS, CNMT, RT(R)(N)
Associate Dean, Undergraduate Academic Affairs
Assistant Professor & Program Director, Medical Imaging
Director, Institute of Advancing Studies
235 Wellesley Street
Weston, MA 02493


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



Charles R. Modica
Chancellor
Saint George's University Limited

September 9, 2014

Date

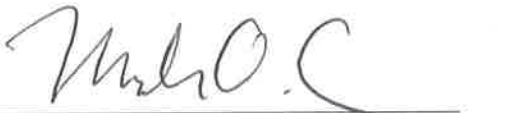
APPROVED AS TO FORM
OFFICE OF GENERAL COUNSEL
BY: 
DATE: September 9, 2014
SGGC#: SG-CL-AFU-UG-139



Antoinette Hays, PhD, RN
President
Regis College

8/29/14

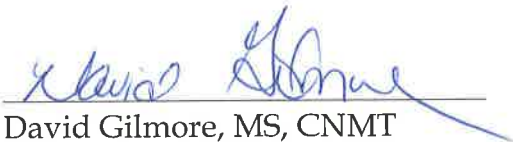
Date



Malcolm Asadoorian III, PhD
Vice President, Academic Affairs
Regis College

8/27/14

Date



David Gilmore, MS, CNMT
Associate Dean, Academic Affairs
Regis College

8/26/14

Date