

**ARTICULATION AGREEMENT
BETWEEN
TOURO COLLEGE OF OSTEOPATHIC MEDICINE – MONTANA
AND
THE UNIVERSITY OF PROVIDENCE**

This Agreement is dated as of July 1, 2022 (“Effective Date”), and is entered into by and between **Touro College of Osteopathic Medicine – Montana, a division of Touro University**, a not-for-profit education corporation chartered by the Board of Regents and organized and existing under the laws of the State of New York (hereinafter “TouroCOM”) and the **University of Providence** (“UP”).

WHEREAS, TouroCOM wishes to enroll qualified students into its osteopathic medicine program (hereinafter the “Program” or “PARTY A Program”); and

WHEREAS, UP offers its students a Biology degree with a Health Professions Concentration (hereinafter the “BIO/HPC Program”); and

WHEREAS, UP is willing and able to partner with TouroCOM in order to facilitate the successful matriculation of its students into the PARTY A Program,

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

I. PURPOSE AND OVERVIEW

Upon successful completion of the admission requirements set out in Section V and Schedule A of this Agreement, UP Program students may be eligible for matriculation into the PARTY A Program. TouroCOM will be exclusively responsible for evaluating and determining whether UP students will be admitted into the PARTY A Program. Once admitted, students will follow a defined curriculum for obtaining a doctor of osteopathic medicine degree.

II. PRE-ADMISSION REQUIREMENTS

Qualified UP graduates desirous of obtaining a degree in osteopathic medicine via this articulation agreement must meet the requirements and qualifications for admissions established by TouroCOM. See Schedule A. The decision to accept a student into this articulated program will be made in a manner consistent with the published admissions requirements by TouroCOM’s admission’s committee. No explicit or implicit guarantee of acceptance into the PARTY A Program will be offered to any candidate by anyone connected with the Program, including UP, or in any official or unofficial publication until such candidate successfully meets and fulfills all of the prescribed requirements.

Priority Applicant Status. Priority Applicant status means: (a) that the Priority Applicant’s application for admission to TouroCOM will be reviewed as soon as possible by the TouroCOM admissions department; and (b) that the Priority Applicant is

guaranteed an interview with the TouroCOM admissions panel. Priority Applicants are **not** guaranteed admission to TouroCOM. Other UP students who are not Priority Applicants under the Articulation Program may still apply to TouroCOM as regular applicants.

Eligibility for Priority Applicant Status. Highly qualified UP students who: (a) meet the eligibility requirements set forth in Section IV; and (b) have applied and been accepted into the BIO/HPC Program by UP administration, may apply as Priority Applicants through TouroCOM's application process. The final admission of applicants is subject to all other TouroCOM admission criteria applicable to regular applicants, as such criteria may change from time to time. UP and Priority Applicants are responsible for checking the TouroCOM admissions criteria on the website and any other TouroCOM information depository to determine if any changes to admission criteria may impact their application.

III. CURRICULUM REQUIREMENTS

The curriculum for the courses offered at at TouroCOM will be determined by the requirements necessary for the granting of the doctor of osteopathic medicine degree.

- 1. Academic Standards.** The UP courses offered in conjunction with the BIO/HPC Program will adhere to the same academic standards as TouroCOM courses. Successful completion of such UP courses will be accepted by TouroCOM in satisfaction of the requirements in the sole discretion of TouroCOM.
- 2. Course Schedules/Offerings & Facilities.** TouroCOM courses, as listed in Schedule A of this Agreement, will be offered to successful UP applicants at TouroCOM.
- 3. Parties to the Agreement are Independent Contractors.** The relationship of the parties to this Agreement shall be those of independent contractors. Both parties, and all their officers, directors, and employees i) shall **not** be deemed to be the employee of the other party; or ii) shall **not** hold themselves out as the employee of the other party or an individual with the authority to commit the other party to any obligation.

IV. TOUROCOM ADMISSION REQUIREMENTS

TouroCOM will consider for acceptance all students who have successfully completed the UP Program and provided the following conditions have been met:

- 1.** The satisfactory completion of the entire pre-professional curriculum with a minimum overall GPA of 3.0 (on a scale of 0 to 4), minimum science GPA of 3.0 (on a scale of 0 to 4). In certain individual cases, exceptions to this requirement may be made at the discretion of the TouroCOM's Dean.
- 2.** UP students meeting the criteria of §IV.1 will be eligible for a personal interview with TouroCOM's Admissions Committee, provided that they also obtain a positive recommendation for acceptance from the UP Administration. The interview will occur during the regular admissions cycle for the anticipated year of matriculation and will take place at TouroCOM.

3. Demonstration of a commitment to study medicine and core requirements. This commitment could be demonstrated by volunteering in a medical setting, including shadowing a physician and becoming knowledgeable about medicine.
4. Complete application process should take place during the final year of study at UP.

The ultimate decision to accept or reject a UP applicant rests solely and exclusively with TouroCOM and is not subject to appeal or review. Acceptance rates and percentages CANNOT be guaranteed or promised.

Upon making a determination concerning acceptance of UP applicants into the PARTY A Program, Touro will provide a list of such successful students registered pursuant to this Agreement to UP in a reasonable and timely fashion.

V. ADDITIONAL RESPONSIBILITIES OF UP

1. UP shall provide accurate information concerning the PARTY A Program to interested and qualified students and shall not misrepresent any facet of the Program, its fees, costs, requirements, policies or procedures.
2. UP will assist and advise its students during the matriculation process.
3. UP will alert TouroCOM of anything UP learns that may materially affect the success of the Program.
4. UP will respect TouroCOM's confidentiality and proprietary materials and approaches.
5. UP will notify TouroCOM of any conflicts of interest or potential conflicts of which it becomes aware which may have an effect on this articulation.

VI. ADDITIONAL RESPONSIBILITIES OF TOUROCOM

1. TouroCOM may award scholarships earmarked for incoming UP students.
2. TouroCOM will host an orientation/registration program for incoming UP students.
3. TouroCOM will make available a financial aid counselor to give advice to incoming UP students.
4. TouroCOM faculty will, depending upon availability and scheduling, provide mentoring services to Priority Applicants as they prepare to matriculate to TouroCOM.

VII. REPORTING REQUIREMENTS

Once per each academic year, UP shall furnish the Dean of TouroCOM or properly designated representative, with a written report summarizing the activities of students enrolled in the Program. Similarly and for the purpose of determining the success of the Program, TouroCOM will provide UP with aggregate data of completed coursework, information concerning retention and graduation rates, cumulative and major GPA's, aggregate National and/or state licensing certification examination results, and employment plus other available post-graduation data for former UP students enrolled at Touro under this articulation agreement.

VIII. TUITION AND FEES/WITHDRAWAL

All matters respecting registration, collection of tuition and fees, withdrawal from courses, and the packaging and award of student financial assistance, if any, shall be solely under the exclusive control, management and administration of TouroCOM. UP expressly agrees that it shall not have any role or responsibility respecting such matters, nor shall it make any representations relative to any of such matters or the availability of financial aid to the UP students who are applying into the Touro Program.

IX. PROGRAM CHANGE NOTIFICATION

UP and TouroCOM shall make available to the other institution, in writing, in advance and in a timely fashion, any changes in their respective programs and/or curriculum.

X. PROGRAM PROMOTION AND RECRUITMENT

Responsibility for the promotion of and recruitment for the Program will be undertaken by appropriate personnel at both institutions to the extent that each institution considers reasonable and possible. Specifically, UP will be responsible for recruiting its own students and for marketing, including the dissemination of promotional materials, brochures and marketing collateral provided by TouroCOM. UP shall not misrepresent any facets of the Program, the tuition and other costs associated with it, including but not limited to, living costs and matriculation.

XI. MAINTENANCE OF STUDENT RECORDS

TouroCOM shall, at its expense, provide for the timely and accurate preparation of academic, attendance and financial records respecting students enrolled in the courses under this Agreement, in accordance with the policies and procedures established by TouroCOM. UP acknowledges that in acting on behalf of TouroCOM respecting student records it is bound by the confidentiality and privacy provisions of the Family Education Rights and Privacy Act ("FERPA"), as amended, and the instructions of TouroCOM respecting compliance with such act.

XII. INTELLECTUAL PROPERTY RIGHTS

UP expressly agrees that all TouroCOM course materials, instructional materials, course notes and other intellectual property constituting the TouroCOM courses offered under this Agreement shall be the sole and exclusive property of TouroCOM, and UP acknowledges that any use of such intellectual property is by a revocable, non-transferable, non-assignable license granted by TouroCOM pursuant to this Agreement and coterminous with the term of this Agreement. UP further acknowledges that any use

by UP of the name, mark and brand of TouroCOM in promoting, offering or administering the courses under this Agreement is pursuant to such license granted by TouroCOM for such express and limited purpose.

XIII. COMPLIANCE WITH REGULATORY REQUIREMENTS

The parties agree that the performance of this Agreement shall be governed by and subject to the applicable laws and regulations of the United States Department of Education and the New York State Department of Education, the standards and requirements of the Middle States Commission on Higher Education, the Commission on Osteopathic College Accreditation of the American Osteopathic Association, and the Liaison Committee for Medical Education. In the event any part of this Agreement is determined by either party to be contrary to applicable law or regulation, the parties shall in good faith seek to reform such term in keeping with the overall intent of this Agreement. If such reformation shall not be feasible, this Agreement shall terminate in accordance with Section 14, below.

XIV. TERM AND TERMINATION

1. **Term.** The term will commence on the date it is fully executed by both parties (“Effective Date”) and shall be in effect for a period of five (5) years, unless sooner terminated as provided herein. The Agreement may be renewed, for additional five-year terms, upon mutual written agreement of both parties.
2. **Termination for Cause.** Either party may terminate this Agreement upon the occurrence of a material breach hereunder. In the event a party determines that a material breach has occurred, it shall give the other party written notice of such asserted breach, and the party receiving such notice shall have fifteen (15) days to remedy such breach to the satisfaction of the other party.
3. **Termination without Cause.** Either party may terminate this Agreement, without cause, upon one month's written notice delivered to the other party.
4. **Effect of Termination.** In the event of the expiration or termination of this Agreement under this Section, UP shall promptly deliver to TouroCOM all records and documents pertaining to or arising from student enrollments, and shall cooperate with TouroCOM in securing the orderly continuation of the Program for the UP students then accepted or matriculating.

XV. INCORPORATION, AMENDMENT, WAIVER, CONSTRUCTION

This Agreement shall incorporate and supercede all other agreements, whether oral or written, entered into between the parties respecting the subject matter hereof. Any amendment to or waiver of the terms of this Agreement must be in writing signed by both parties. Both parties have negotiated this Agreement and no presumptions shall therefore be employed regarding its construction.

XVI. NOTICES

All notices under this Agreement shall be sent by personal delivery or overnight courier, addressed to the Parties as follows or to such other address either Party designates in writing to the other Party.

XVII. CHOICE OF LAW AND VENUE

This Agreement is intended as a contract under, and shall be governed and construed in accordance with the laws of the State of New York, without regard to the conflict of laws provisions thereof. Both parties to this Agreement shall attempt to resolve any disputes which may arise hereunder amicably, and without resorting to legal redress. Nevertheless, should amicable resolution not be possible, all claims or actions with respect to this Agreement shall be resolved exclusively by a court of competent jurisdiction located in New York State.

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement as of the Effective Date.

TOUROCOM

UP

By: 

Name: Elizabeth
Palmarozzi DO
Title: Dean
TouroCOM Montana

By: 

Name: Matthew A. Redinger
Title: Provost/Vice President for
Academic Affairs

SCHEDULE A

TOUROCOM'S ADMISSIONS REQUIREMENTS

Please refer to the academic requirements and technical standards for admission into the Touro College of Osteopathic Medicine as noted on the TouroCOM Admissions website:
<https://tourocom.touro.edu/admissions--aid/do-applicants/> .