

# LETTER OF INTENT

Fayetteville State University, Fayetteville, North Carolina,  
St. George's University, Grenada, West Indies  
2011

St. George's University (SGU) and Fayetteville State University (FSU) are entering into an agreement to offer qualified students the opportunity to pursue a career in medicine or veterinary medicine at SGU following successful completion of three years of pre-medicine at Fayetteville State University, allowing the students to obtain the BS/MD. The purpose of this Agreement is to promote the enrollment of academically qualified students.

Fayetteville State University, hereafter referred to as FSU, is a state-supported institution of higher education with its principal place of business located in Fayetteville, North Carolina and St. George's University, a Grenada, West Indies corporation with its principal place of business located at University Center, Grenada, West Indies, hereafter referred to as SGU.

In this innovative program, students will begin studies at FSU. After successfully completing three years at Fayetteville State University, and meeting the requirements for promotion, qualified students will proceed to Grenada and enter the freshman class of St. George's University School of Medicine.

Upon successful completion of the first year of medicine at St. George's University, students will have fulfilled the requirements for a bachelor of science in biology from FSU upon receipt of the students' final transcript. Because this first year at St. George's University is also the last year of study toward the FSU baccalaureate degree and the student is not in residence at FSU, the FSU Chair of the Biology Department, the FSU Dean of the College of Arts and Sciences, and the FSU Provost and Vice Chancellor for Academic Affairs must approve each student's credit hours earned at the end of that year and this approval must be on file in the FSU Registrar's Office. Approved students will then be eligible to complete the remaining three years of study at SGU leading to the MD degree.

The medical students will be eligible to complete two years of study in the Caribbean and spend the final two years of this combined program in clinical rotations at affiliated hospitals in the United States and/or the United Kingdom.

## **Admissions Process**

Students apply to the Fayetteville State University 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 Fayetteville State University.

Upon receipt of the application, Fayetteville State University and SGU will consult to select suitable candidates, who meet the standards of Fayetteville State University 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 Fayetteville State University, and obtain a score of at least 25 on the Medical College Admission Test (MCAT). In order to be eligible for entry into the SGU School of Veterinary Medicine, students must maintain a GPA of at least 3.1, while enrolled at Fayetteville State University, and obtain a Graduate Record Examination (GRE) score of at least 1,100.

In addition to the above-referenced minimum GPA, MCAT and GRE requirements, in order to be promoted to SGU, qualified Fayetteville State University 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.

#### **Terms of the Letter of Memorandum**

The term of this Agreement will be from January 1, 2011 to December 31, 2012.

Fayetteville State University and SGU will jointly market this program, and any and all publications or advertisements promoting this program must be approved in writing by FSU and SGU. The use of either party's trademark, trade names, logos, copyrights, patents, or any other intellectual property in the furtherance of this Agreement or otherwise without the without the express written consent of FSU is strictly prohibited.

Both institutions will participate in the approval of students selected to the program.

There will be no monetary exchange between Fayetteville State University 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.

Upon expiration, this Agreement may, by mutual written agreement, be extended for an additional five-year period:

Notwithstanding the above, this Agreement will be terminated if;

- a. Dissolved by mutual agreement between the parties; or
- b. After the first year, dissolved by one (1) of the parties upon written notice to the other party of intent to terminate given one (1) year 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.

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.

- a. 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 arising directly or indirectly from any acts or omissions of a party, it's employees, agents and/or assigns, including, but not limited to, negligence, personal injury, breach of contract, misrepresentation and fraud. Notwithstanding the foregoing, both parties agree that Fayetteville State University's liability is subject to and limited to the provisions of the North Carolina Tort Claims Act.
- b. 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.
- c. GOVERNING LAW: This Agreement shall be made and delivered in the State of North Carolina and shall be governed by and construed in accordance with the laws of the State of North Carolina applicable to agreements made and to be performed entirely within the State of North Carolina, 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. Jurisdiction and venue for any and all disputes which may arise under this Agreement shall reside in the State of North Carolina.

- d. 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.
- e. ASSIGNMENT: This Agreement shall not be assigned without the written consent of the other party hereto.
- 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.

Contact Information:

St. George's University:

Mr. Bob Ryan  
Associate Dean of Enrollment Planning for St. George's University  
Address: c/o University Services, Ltd.  
One East Main Street,  
Bay Shore, New York 11706-8399  
Phone: 1-631-665-8500  
Fax: 1-631-665-5590

Copy to:

Charles J. Adams, Esq.  
General Counsel  
c/o Patrick F. Adams, P.C.  
49 Fifth Avenue  
Bay Shore, New York 11706-7306

Fayetteville State University:

Dr. Yunkai Chen,  
Director of International Study Program  
Fayetteville State University  
Address: International Education Center  
Fayetteville State University  
1200 Murchison Road  
Fayetteville, NC 28301  
Hackley Honors Hall, Room 218  
Phone: (910) 672-1269  
Fax: (910) 672-1981



Charles R. Modica  
Chancellor  
St. George's University

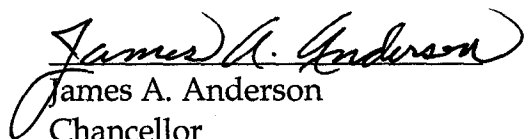
March 28, 2011

Date

APPROVED AS TO FORM  
OFFICE OF GENERAL COUNSEL

BY:   
DATE: March 28, 2011

SGGC#: SG-CL-AFU-UG-114



James A. Anderson  
Chancellor  
Fayetteville State University

1-16-2011

Date