# Memorandum of Understanding





#### INTRODUCTION

This Memorandum of Understanding ("MOU") is entered in to this <u>18th of Dec</u>, 2015 by and between Missouri Southern State University ("MSSU") and Kansas City University of Medicine and Biosciences ("KCU"); collectively referred to as (the "Partners").

### I. PREAMBLES

WHEREAS, MSSU is a state-supported comprehensive university located in Joplin, Missouri, offering programs leading to undergraduate and graduate degrees;

WHEREAS, KCU is a not-for-profit private university with the largest medical school in Missouri and serves as a leader in undergraduate and graduate medical education with a goal of educating and preparing excellent physicians for our region and the nation;

WHEREAS, the missions of the Partners are complementary in such a way that would allow for a mutually beneficial, collaborative arrangement to foster student success at both institutions;

THEREFORE, the Partners have entered into an agreement, as set forth herein, and entitled "Yours to Lose — Advanced Medical School Acceptance":

## II. AREA OF COLLABORATION

Establish a relationship which will allow for the selection of a cohort of up to twenty five (25), mutually agreed upon, MSSU students yearly, who, upon successful completion of a previously established and mutually agreed upon MSSU curriculum (previously agreed to in writing) and having demonstrated mutually agreed upon student academic performance, will be admitted to the KCU College of Osteopathic Medicine without further admissions criteria being imposed. The following is further agreed upon:

- a. The twenty five MSSU students entering the "Yours to Lose Advanced Medical School Acceptance program" ("YTL") will be selected through a joint selection process by the partners.
- b. The selected YTL students shall understand that they have been accepted to the KCU College of Osteopathic Medicine at the beginning of their first semester at MSSU, without having to take the Medical College Admissions Test ("MCAT").
- c. All YTL students must meet the following requirements:
  - 1. They have met the mutually agreed upon course and grade requirements in all required courses at MSSU, and
  - 2. They have received a positive recommendation from MSSU and KCU faculty advisors, and
  - 3. They have passed all required background checks for medical school acceptance, prior to matriculation at KCU.

### III. NO JOINT VENTURE

Notwithstanding the terms "Partners" and "Partnership", the Partners agree that they are not entering into a Legal Partnership, joint venture or other such business arrangement. Neither Partner will refer to or treat the arrangements under this Agreement as a Legal Partnership or take any action inconsistent with such intention. Each aforementioned area of collaboration will be governed by a separated agreement.

## **IV. NON-EXCLUSIVE RELATIONSHIP**

The "YTL Program" shall remain an exclusive agreement between MSSU and KCU during the term of this Agreement. Notwithstanding the foregoing, the Partners mutually agree that neither is being granted exclusive rights to the services offered by the other. The Partners are free to seek alternative arrangements to those offered herein from other organizations at any time during the Term of this Agreement that does not replicate the exclusivity of the "YTL Program."

## V. PERIOD OF AGREEMENT AND MODIFICATION/TERMINATION

The Partners have executed this MOU on the dates indicated below.

This Agreement will become effective when signed by the Partners. This MOU shall remain in effect from the date of execution until terminated by either Partner and may be amended at any time by mutual agreement of the Partners. Either Partner may terminate this Agreement by providing 365 days written notice to the other Partner.

Should this agreement be terminated, any and all students who have been selected as participants in the YTL program shall have the opportunity to continue as active participants in the program, and all parties shall honor the prior commitments established by this agreement, until such time that no new YTL students have matriculated at MSSU.