

MEMORANDUM OF UNDERSTANDING

Brooklyn College, Brooklyn, New York, USA
and
Saint George's University Limited, Grenada, West Indies

Saint George's University Limited and Brooklyn College agree to offer a cohort of up to 20 qualified students per year the opportunity to pursue a career in medicine at Saint George's University, following successful graduation with a degree in a pre-approved pre-medicine program at Brooklyn College, allowing the students to obtain the BS/MD (the "Program").

This Memorandum of Understanding (MOU), effective as of May 1, 2024, is entered into between Brooklyn College (hereinafter referred to as BC), a constituent college of the City University of New York (hereinafter referred to as CUNY) and a public 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 place of business located at 2900 Bedford Avenue, Brooklyn, NY 11210 and Saint George's University Limited (hereinafter referred to as SGU), 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. BC and SGU may individually be referred to as a "Party" and collectively as the "Parties".

1. Program

Four plus Four (4+4) Program

In the 4+4 Program established by this MOU, students will begin their studies at BC and after successfully completing the four-year premedical curriculum at BC, having met all prerequisite coursework for entry into SGU's School of Medicine (Exhibit A), 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.

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 United Kingdom (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 UK.

2. Admissions Process

Students may apply to the Program at the time they apply to BC or while a matriculated student in their first two years at BC. Applicants must meet all admissions criteria of BC. SGU application fees will be waived for applicants. BC 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 BC and its students during the application process.

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

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, while enrolled at BC and obtain a competitive score on the Medical College Admission Test (MCAT) within 5 points of the average MCAT score for entering students that year.

Admission to the MD program requires a minimum score of 7.0 on the International English Language Testing System (IELTS) (cumulative and part scores) or equivalent test. Applicants must demonstrate this minimum level of proficiency in English with a valid IELTS test result taken within the past two years. Students who have attended a North American university, or a university where English is the language of instruction, are typically waived from submitting IELTS exam scores.

In addition to the above-referenced minimum GPA and MCAT requirements, an offer of admission to SGU's School of Medicine, pursuant to this program, will only be made to qualified students who satisfy all respective SGU admissions requirements.

Students who enrolled at BC 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.

3. Marketing and Intellectual Property

The Parties will jointly market the Program, and any and all publications or advertisements promoting it 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 MOU 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 Party 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 BC 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
 - o Transportation to and from the airport
 - o Transportation to and from campus
 - o Half-day tour of Grenada
 - o Campus tour and additional campus activities

- b. BC faculty and staff that are actively working on this MOU 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. Term and Termination

The term of this MOU will be from [date] to [date]. This MOU may be renewed by mutual agreement of both Parties, in writing, for subsequent three year terms.

Notwithstanding the above, this MOU 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 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 MOU by either Party if the breaching Party does not rectify the breach within thirty (30) days notice from the non-breaching Party of the breach.
 - 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 MOU all students enrolled in the Program at the time of termination or expiration will be entitled to continue the Program until completion.

8. Education Records

The Parties shall, at their own cost and expense, comply with all federal, state and local laws, rules and regulations in their own jurisdiction applicable to Parties' obligations to protect student records and privacy rights.

9. Data Protection

The Parties acknowledge that students may send certain personally identifiable information ("PII") directly to SGU and BC may send students records, including educational records, which contain PII, to SGU (collectively, "Student Records"). BC will not release Student Records to SGU without obtaining the appropriate release, in a form used by BC, from the student. SGU warrants and represents that it maintains the appropriate technical and organizational measures to ensure the security of the Student Records consistent with customary industry security standards.

10. Miscellaneous

- a. Approval: The obligations to perform the services hereunder by BC are subject to the review and approval of the Board of Trustees of CUNY.
- b. ASSIGNMENT: This MOU 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.
- c. INDEMNIFICATION: This MOU is not a contractual or a financial obligation instrument. Nothing in this MOU shall obligate BC or SGU to expend appropriations or to enter into any contract or other obligations or be cited as the basis for the promise or transfer of funds. Collaboration under this MOU shall be in accordance with applicable statutes and regulations. Modification to this MOU must be made in writing and signed by both parties, or their designees. This MOU does not create any right or benefit, substantive or procedural, enforceable by law or equity against BC or SGU, their officers or employees, or any other person.
- d. ENTIRE AGREEMENT: This MOU 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 MOU shall be effective unless in a written instrument, executed by both of the Parties hereto.

- e. GOVERNING LAW: This MOU 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 MOU shall be enforceable in the State of New York.
- f. SEVERABILITY: If any of the provisions of this MOU, 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 MOU 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 MOU shall be valid and enforceable to the extent permitted by law.
- g. CONSTRUCTION: Headings in this Agreement are for reference purposes only and shall not be deemed to have any substantive effect.
- h. NON-WAIVER: The waiver by either Party of a breach of any provision of this MOU 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 MOU shall operate as a waiver of such rights.
- i. 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.
- j. ANTI-BRIBERY LAWS: 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 MOU. 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.

k. CONTACT INFORMATION:

SGU:

Laura Bruno
Vice President, Student Recruitment
St. George's University
c/o University Support Services, LLC.
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BC:

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New York, NY 10017
Email: OGC@cuny.edu

IN WITNESS WHEREOF the parties have set their hands by their representative
the day and year first above written.

SAINT GEORGE'S UNIVERSITY LIMITED

By _____
Dawne Buckmire
VP, Business Administration

BROOKLYN COLLEGE

By _____
April Bedford
Interim Provost, Academic Affairs

EXHIBIT A

School of Medicine Prerequisite Coursework

The following specific undergraduate coursework (or its equivalent) is required as part of the premedical program requirements for admission into SGU's four-year Doctor of Medicine Program:

- 2 semesters of General Biology or Zoology with lab
- 2 semesters of Inorganic Chemistry (General or Physical) with lab
- 2 semesters of Organic Chemistry with lab
- One semester Physics with lab
- One semester Math (Calculus, Computer Science, or Statistics)
- One semester of English

Strongly recommended: one more semester of Physics (one year in total), two semesters in social science courses (Psychology, Sociology, etc.), and courses in Biochemistry, Microbiology, and Physiology as preparation for medical school.