

AFFILIATION AGREEMENT

THIS AGREEMENT made as of this 9th day of December, 2019, by and between PHILADELPHIA COLLEGE OF OSTEOPATHIC MEDICINE (hereinafter "PCOM") with offices located at 4170 City Avenue, Philadelphia, PA 19131 and HARRISBURG UNIVERSITY OF SCIENCE AND TECHNOLOGY (hereinafter "University").

WITNESSETH:

WHEREAS, PCOM AND University are desirous of cooperating in providing a joint undergraduate-professional program of education (hereinafter "Program") leading to the degree of Doctor of Osteopathic Medicine; and

WHEREAS, both institutions will coordinate their respective activities to achieve the above-mentioned objective; and

WHEREAS, the parties hereto desire to set forth their respective responsibilities and understandings in relation thereto;

AGREEMENT

NOW, therefore in consideration of the mutual covenants contained herein, the parties, intending to be legally bound hereby, agree as follows:

1. Term of Agreement. The term of this Agreement shall be five (5) years from the date stated above. The Agreement may be renewed upon mutual signed written agreement.

2. Acceptance of Students. For the term of this Agreement, PCOM agrees to admit up to three (3) University students per year to its Philadelphia Doctor of Osteopathic Medicine Program ("DO Program") provided said students have successfully completed their undergraduate prerequisites for medical school at University and fulfilled the requirements for admission to PCOM as set forth herein.

3. Curriculum. The Affiliated PCOM – University curriculum shall consist of one academic alternatives, that is, a Traditional Academic Program ("4+4 Program") Each participating student shall have completed all requirements for the Bachelor of Science degree at University, would enter PCOM following the successful completion of his or her senior year (4+4 program) at University, and would receive his or her Doctor of Osteopathic Medicine degree upon the successful completion of four years of medical school education at PCOM.

4. Amendment of Requirements. During the term of this Agreement, University may amend its curriculum or requirements for a Bachelor of Science degree and PCOM may amend its requirements for admission to the DO Program. In the event amendments occur, the amending

party shall notify the other of any substantial changes no later than April 1 of the year in which the changes are made.

5. Admissions Procedure. University will supply PCOM with a list of students who have indicated their intent to apply for enrollment in the Program during their sophomore year in order that PCOM might communicate with them regarding the Program. University will also supply PCOM with an annual list of students who intend to apply to the Program in that academic year no later than October 31st of that year.

6. Admissions Criteria. Applicants will be accepted into the DO Program if they satisfy the eligibility requirements set forth herein and are interviewed and accepted by PCOM's Faculty Committee on Admissions. The Faculty Committee on Admissions at PCOM will consider applicants who meet the following criteria:

a) The candidate must complete the undergraduate course requirements as listed in PCOM's catalog;

b) The candidate must be a US citizen or permanent resident (green card holder) at the time of application submission.

c) The candidate must have earned (on the 4.0 grading system) a grade point average of 3.50 cumulative and science cumulative through the end of junior year for the 4+4 program.

d) The candidate must take the Medical College Admissions Test as early as possible but no later than the Fall of the senior year. The candidate must earn a minimum score of a 504 composite and at least a 126 on each section;

e) The candidate must also submit an application to PCOM through AACOMAS no later than October 31st of the senior year and submit the PCOM Supplemental Application (with application fee) no later than November 30th of the senior year; and

7. Admissions Process. In the Fall of each year, University will notify PCOM of those candidates qualifying for potential acceptance to the DO Program. An applicant will not be considered for admission or invited for an interview until his/her full application for admission is complete. The final decision on admission to the DO Program will be made by PCOM's Faculty Committee on Admissions in its discretion after the candidate has had a formal PCOM interview. Final decisions will be made no later than June of the school year in which the application is submitted for admission for the term beginning in August.

8. Degree Awarded.

a) Baccalaureate Degree/4+4 Program: University shall award a baccalaureate degree upon completion of the undergraduate requirements associated with the selected degree plan in a respective major and provide proof of graduation through the submission of a final undergraduate transcript with the degree conferred.

b) Doctor of Osteopathic Medicine Degree: PCOM shall award the degree of Doctor of Osteopathic Medicine to students completing all of PCOM's requirements as set forth in the PCOM catalog.

9. Literature on the Program. The parties agree that both University and PCOM may feature the Program in their respective catalogues, admissions activities, career counseling, and online and printed materials, provided that the literature or information describing the Program is approved in advance by both University and PCOM.

10. Responsibilities of University.

University shall:

a) Recruit highly qualified students from high schools who show promise of becoming excellent osteopathic physicians;

b) Counsel and screen applicants for potential admission to PCOM during the first three years of undergraduate coursework. Screening will be done by members of the University Pre-medical Committee; and

c) Assure that Program students develop a robust education in the humanities and social sciences as well as a sound background in the basic sciences during their years at University.

11. Responsibilities of PCOM.

PCOM shall:

a) Annually admit to DO Program up to three (3) students from University who have satisfied all the admission requirements and are found acceptable to the PCOM Faculty Committee on Admissions;

b) Grant the degree, Doctor of Osteopathic Medicine, to students who have completed successfully both the University BS and PCOM DO Programs; and

c) Provide a list of students who have successfully completed the University BS and PCOM DO Programs to University on an annual basis.

12. Tuition and Financial Aid. Students shall pay applicable tuition and fees to each institution for all courses taken at the institution. Beginning with the first year of study at PCOM, students shall be eligible to apply for all PCOM need-based and merit scholarships and for all loan programs otherwise available to students at PCOM.

13. Representatives. Each party shall designate a representative responsible for expediting and directing applications and admissions to the Program.

14. Termination of Agreement. University or PCOM may terminate this Agreement for any or no reason with ninety (90) days advanced written notice. Either party may terminate this Agreement in writing in the event of a substantial breach which remains uncured following thirty (30) days prior written notice of breach. Should University or PCOM terminate this Agreement prior to the completion of an academic semester, all students enrolled at that time may continue their educational experience until it would have been concluded absent the termination and the relevant provisions hereof shall survive such termination.

15. Nondiscrimination. The parties agree to continue their respective policies of nondiscrimination based on Title VI of the Civil Rights Act of 1964 in regard to sex, age, race, color, creed, or national origin; Title IX of the Education Amendments of 1972; and other applicable laws, as well as comply with the provisions of the Americans with Disabilities Act.

16. Interpretation of the Agreement. The laws of the Commonwealth of Pennsylvania shall govern this Agreement. If any provision of this Agreement shall be illegal, void or unenforceable, the remaining portion shall remain in full force and effect. In the event either party is unable to perform hereunder because of circumstances beyond its reasonable control, the obligation shall be suspended for the duration of the cause of the inability to perform.

17. Modification of Agreement. This Agreement shall only be modified in writing with the same formality as the original Agreement.

18. Relationship of Parties. The relationship between the parties of this Agreement to each other is that of independent contractors. The relationship of the parties to this contract to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.

19. Liability. Neither of the parties shall assume any liabilities to each other. As to liability to each other or death to persons, or damages to property, the parties do not waive any defense as a result of entering into this Agreement. There are no third party beneficiaries of this Agreement. Under no circumstances shall either party be liable to the other for any indirect, incidental, special or consequential damages of any kind.

20. Entire Agreement. This Agreement represents the entire understanding between the parties. This Agreement supersedes any prior agreement between the parties with respect to

the subject matter hereof. No other prior or contemporaneous oral or written understandings or promises exist in regards to this relationship. The paragraph headings are for convenience only and form no part hereof.

21. Notices. Any notice, demand, request or other communication required or permitted to be given hereunder shall be in writing and may be sent by United States first class mail, postage prepaid, or by electronic mail or facsimile at the address, email address or facsimile number of such party set forth below (or at such other address or number as any party hereto may from time to time designate by notice to the other party). If delivered by electronic mail or facsimile, such notice shall be effective upon delivery and, if mailed, such notice shall be effective two days after it is placed in the mail.

If to Philadelphia College of Osteopathic Medicine:

4170 City Avenue, Philadelphia, PA 19131
Attention: Director of Admissions
Facsimile Number: 215-871-6719
Email Address: admissions@pcom.edu

With a copy by first class mail, postage prepaid with delivery confirmation, to:

Chief Legal Affairs Officer
Levin Administration Building, 1st Floor
4180 City Avenue, Philadelphia, PA 19131
legalaffairs@pcom.edu

If to University:

Address: 326 Market Street
Harrisburg, PA 17101
Attention: Dr. Beverly Magda, Associate Provost
Email Address: bmagda@harrisburgu.edu

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have hereunto affixed their hands and seals as of the day and year above-written.

PHILADELPHIA COLLEGE OF OSTEOPATHIC MEDICINE

By: _____

Kenneth J. Veit, D.O.

Senior Vice President for Academic Affairs, Provost and Dean

UNIVERSITY

By: Print Name: Eric Darr, Ph.D.

Print Title: President

Signature: _____

