

Articulation Agreement

This Articulation Agreement (the “Agreement”) dated as of August 20th, 2014 (the “Effective Date”) is by and between the State University of New York at Cobleskill (“Institution”), a organization under the laws of New York State and Ross University School of Medicine (“RUSM”).

WHEREAS, Institution and RUSM wish to establish an arrangement to provide educational opportunities to Eligible Individuals (as defined below) of Institution, leading to matriculation at RUSM;

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Terms and Conditions

Appendices A and B, the terms of which are incorporated herein by reference, set forth additional terms and conditions of this Agreement and form an integral part of this Agreement.

2. Requirements

- a. Under this Agreement RUSM will provide certain benefits specifically outlined in Appendix A to Eligible Individuals who apply to and attend RUSM. “Eligible Individuals” are defined as current and former (within 3 years after graduation) students of Institution who meet the following qualifications:
 - i. An overall Grade Point Average of 3.2 or higher;
 - ii. A Grade Point Average of 3.00 or higher in all courses designated by RUSM as pre-requisites for admission;
 - iii. No F, D, or C- grade in any pre-requisite course designated by RUSM (all pre-requisite coursework must have been completed within the past ten years)
 - iv. A score of 20 or higher on the MCAT exam with no less than a 7 in the Biological Sciences section (in the case of multiple attempts, the highest score is taken from each section)
 - v. Other minimum admissions requirements required of all other of RUSM’s students as set forth at <http://www.rossu.edu/medical-school/admissions/getstarted.cfm>.
- b. RUSM reserves the right to deny admission to a student if such student cannot meet RUSM’s requirements for admission, as amended from time to time. Additionally, RUSM may terminate a student’s enrollment for violation of any rule, policy or procedure of RUSM, as amended from time to time, in the same manner as RUSM may terminate the enrollment of any student at large.
- c. This Agreement is made explicitly subject to the terms of RUSM’s admissions requirements, academic policies, program requirements, and course descriptions, including but not limited to the RUSM academic catalogs and student handbook (all of the foregoing collectively referred to

herein as the "RUSM Policies"). In the event of any conflict between or among the documents mentioned in this Section 2(C) or elsewhere in this Agreement, the terms of the RUSM Policies shall prevail.

d. In exchange for the benefits and opportunities that RUSM will extend to Eligible Individuals under this Agreement, Institution shall promote RUSM and the program covered by this Agreement to Eligible Individuals as specifically outlined in Appendix B.

3. Disclaimer and Limitation

a. RUSM hereby disclaims all warranties, including without limitation, any implied warranty of merchantability or fitness for a particular purpose. Notwithstanding anything to the contrary, RUSM's aggregate maximum liability arising from or in any way related to this Agreement (whether in contract, tort, strict liability or otherwise) shall not exceed One Thousand Dollars (\$1,000). In no event will RUSM be liable for any indirect, consequential, incidental, special or punitive damages of any kind.

b. The terms of this Section 3 shall survive termination of this Agreement for any reason.

4. Term, Renewal, Changes and Termination

a. Subject to the other terms of this Agreement, this Agreement shall be in effect for one (1) year from the Effective Date. Thereafter this Agreement will automatically renew for periods of one (1) year each until August 1st, 2019 or until terminated by either party upon providing thirty (30) days prior written notice to the other party, whichever is sooner. Notwithstanding the foregoing, either party may terminate this Agreement upon ten (10) days' notice to the other party in the event of a material breach of this Agreement by the other party, which breach is not cured during such notice period.

b. Any modifications to this Agreement must be made only by mutually written agreement between the parties.

5. Miscellaneous

a. This Agreement contains the entire agreement between the parties and supersedes all prior or contemporaneous agreements, discussions, or representations with respect to the subject matter hereof.

b. The relationship established under this Agreement shall be that of independent contractors and neither party shall be, nor hold itself out to the public as being, an employee, agent, joint venturer or partner of the other. Neither party shall have authority to contract for or bind the other in any manner. There is no intended or actual third party beneficiary of this Agreement.

c. Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party. Failure of a party to enforce any provision of this Agreement will not be a waiver of such provision nor of the right to enforce such provision.

d. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the validity and enforceability of the remaining provisions will not be affected thereby.

e. In the event of any dispute between the parties regarding the terms of this Agreement or the obligations of any party hereunder, all such disputes shall be referred to binding arbitration by a single arbitrator in New Jersey under the arbitration rules of the American Arbitration Association.

f. This Agreement shall be interpreted in accordance with the laws of the State of New Jersey, without regard to its conflict of laws provisions. Any action brought pursuant to or in connection with this Agreement shall be brought only in the state or federal courts within the State of New Jersey.

g. Each party signing this Agreement represents that it has been signed by an individual who is authorized by his or her entity to enter into this Agreement on behalf of such entity.

h. Any Appendix referenced in this Agreement is hereby incorporated herein by reference. In the event of any conflict between the terms of body of this Agreement and the terms of any Appendix, the terms of the body of this Agreement shall prevail.

i. Notices under this Agreement shall be deemed given (a) on the following business day when sent by overnight courier; or (b) three (3) days following registered mailing, in each case to the other party at the address specified below or such new address as a party shall communicate to the other in writing from time to time.

To RUSM:

Attn:

With a copy to:

DeVry Education Group Inc.
3005 Highland Parkway
Downers Grove, IL 60515-5799
Attn: General Counsel

To Institution:

The State University of New York at Cobleskill
106 Suffolk Circle
Cobleskill, New York 12043

Attn.: Elizabeth L. Lopez, Assistant Director, Student Success Center, Knapp Hall 223

j. The terms of this Section 5 shall survive termination of this Agreement for any reason.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Effective Date.

The State University of New York at Cobleskill



Susan J. Zimmermann, Ph. D

Vice President for Academic Affairs

10/9/14

Date

RUSM



Joseph A. Flaherty, MD

Dean and Chancellor, RUSM

10/29/14

Date

APPENDIX A

RUSM Benefits

The purpose of this Agreement is to advance the educational opportunities of Eligible Individuals who seek to matriculate into RUSM by giving them preferential admissions opportunities, subject to the terms of this Agreement.

- A. Both academic institutions agree that they will promptly inform the other of any substantive changes in academic requirements, course or programs of study or any other change that may affect this Agreement.
- B. Except where prohibited by law, RUSM will waive application fees for Eligible Individuals who apply to RUSM.
- C. RUSM will give priority consideration to Eligible Individuals who apply to RUSM, including the guarantee of an admissions interview. In addition, RUSM will hold open 5 seats in each RUSM semester class for Eligible Individuals until thirty (30) days prior to the start of the semester.
- D. RUSM will give priority consideration for available scholarships to Eligible Individuals admitted to RUSM who qualify for such scholarships.
- E. RUSM will provide institution with data identifying alumni who have enrolled or graduated from RUSM and consented to disclosure of such information at least once per year or upon request.

APPENDIX B

Promotion

A. Promotion

- (i) Institution agrees to provide information and promote the RUSM among its student population, including by advertising articulation agreement and RUSM programs on Institution's website and by disseminating printed material provided by RUSM.
- (ii) Institution will provide opportunities at least once per year for representatives of RUSM, or RUSM's approved agents, to visit Institution's locations, disseminate information about RUSM educational opportunities contemplated in this Agreement and meet with pre-med advisors and pre-med club leaders.
- (iii) Institution's advisors, with preference to those supporting pre-medicine students, will be invited to attend RUSM Advisor Trips to the campus on the island of Dominica, designed to inform them fully of opportunities under this Agreement and generally for Eligible Individuals at RUSM. The same advisor may not attend more than once every 3 years.
- (iv) All promotion and advertising contemplated under this Agreement will be done in accordance with all applicable laws and regulations.

B. RUSM Grant of License

- (i) "RUSM Licensed Marks" shall mean RUSM's marks identified on Appendix C to this Agreement, as may be amended by written agreement of the parties from time to time.
- (ii) "RUSM Territory" shall mean the United States of America.
- (iii) Institution is hereby granted a limited, non-transferable, non-exclusive right and license to use RUSM Licensed Marks during the term of this Agreement solely for promotion of educational opportunities and programs as contemplated by this Agreement in the RUSM Territory. Subject to the foregoing license and for purposes of clarity, if Institution uses any RUSM Licensed Marks on any Internet site (or similar electronic means) which is accessible outside the RUSM Territory, Institution acknowledges and agrees that (1) Institution is precluded from offering, selling or providing any of the educational opportunities and programs contemplated by this Agreement outside the RUSM Territory via the Internet (or similar electronic means); and (2) Institution will place a conspicuous (all capital letter in bold print and underlined) notice on each page

containing any RUSM Licensed Marks stating that the educational opportunities and programs described are not available outside the RUSM Territory.

(iv) This Section B does not: (1) grant any rights to use RUSM Licensed Marks for any purpose other than as specifically provided herein; (2) allow Institution to grant any security interest in or to the RUSM Licensed Marks; (3) allow the assignment or sublicense of any of Institution's rights under this Section B; (4) permit Institution to adopt or use and/or attempt to register any other mark comprised of or derived from the RUSM Licensed Marks or otherwise similar thereto; or (5) permit Institution to attempt to register any RUSM Licensed Marks.

(v) Institution acknowledges and agrees that all rights in and to RUSM Licensed Marks belong exclusively to RUSM.

(vi) Institution agrees that it will not ever directly or indirectly attack or question RUSM's exclusive ownership of RUSM Licensed Marks.

(vii) Upon any termination or expiration of this Agreement or this Section VI(b), howsoever occasioned, Institution shall (1) discontinue all use of RUSM Licensed Marks; (2) discard, destroy or delete any printed and electronic materials containing RUSM Licensed Marks; and (3) refrain from any use of RUSM Licensed Marks or marks similar to RUSM Licensed Marks.

(viii) RUSM is familiar with Institution's business, management, and abilities and believes Institution to be fully capable of properly and competently promoting the educational opportunities and programs contemplated in this Agreement in accordance with and subject to the strict quality standards and levels demanded by RUSM in connection with the use of RUSM Licensed Marks. All use under, in connection with, and/or associated with RUSM Licensed Marks by Institution shall be conducted in strict accordance with the standards, rules and procedures set by RUSM, which RUSM may unilaterally change from time to time.

C. Institution Grant of License

(i) "Institution Licensed Marks" shall mean Institution's marks identified on Appendix D to this Agreement, as may be amended by the written agreement of the parties from time to time.

(ii) "Institution Territory" shall mean the United States of America.

(iii) RUSM is hereby granted a limited, non-exclusive right and license to use Institution Licensed Marks during the term of this Agreement solely for promotion of educational opportunities and programs as contemplated by this Agreement in the Institution Territory. Institution hereby represents and warrants that it has all requisite authority to grant the foregoing license.

(iv) Upon any termination or expiration of this Agreement or this Section C, howsoever occasioned, RUSM shall: (1) discontinue all use of Institution Licensed Marks; (2) discard, destroy or delete any printed and electronic materials containing Institution Licensed Marks; and (3) refrain from any use of Institution Licensed Marks or marks similar to the Institution Licensed Marks.

APPENDIX C

RUSM Marks

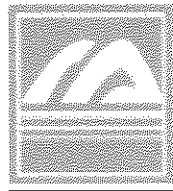


ROSS UNIVERSITY

SCHOOL OF MEDICINE

APPENDIX C

Institution Marks



SUNY
Cobleskill
