

**Associate of Science
Articulation Agreement between**

**Seattle Colleges
(Seattle, Washington, USA)**

And

**Saint George's University Limited
(Grenada, West Indies)**

This Agreement is entered into on September 1, 2014 between Saint George's University Limited and the Seattle Colleges to create a clear and easy pathway for students of the Seattle Colleges (SC), consisting of North Seattle College, South Seattle College and Seattle Central College, to transfer to and complete the five year medical school pathway at St. George's University School of Medicine (SGU). Following completion of their first two years of study at SC, students would enter the "Third Year of Pre-Medicine" at SGU. This is a transition year into the North American traditional model of a four year Doctor of Medicine Degree. In total, this degree would require five years of study at SGU. Upon successful completion of the Doctor of Medicine Degree, the students are eligible to apply for a residency in the United States or post graduate training in the UK, assuming they meet the requirements for post graduate training in the country they choose. This transfer agreement outlines transfer requirements and provisions.

1. Students apply to SC, through its Office of Admissions, at which time they may express their interest in this program. Applicants must meet all admissions criteria of SC. Upon receipt of applications, SC and SGU will consult to select suitable candidates, who meet the standards of SC and SGU, and establish dates for undergraduate interviews. Current SC students may also be considered for the program as long as they meet all requirements as outlined in this agreement.
2. In order to be considered for transfer into the 3rd and final year of the Pre-Medicine bachelor's degree, students must satisfactorily complete the Associate

of Science degree (A.S.) or a minimum of 90 quarter/62 semester credits at SC, including the following specific courses:.

Chemistry 161-163 (15 credits)

Organic Chemistry 241-243 (15 credits)

Biology 211-213 (15 credits)

Physics 121, Calculus 151 and English 101 (5 credits each)

3. Students must have a minimum cumulative grade point average (GPA) of 3.2 and nothing less than a C (2.0) in required coursework. Courses numbered lower than 100-level will not transfer to SGU. In completing the degree and courses specified above, students will have met all general education requirements at SGU and will be admitted into the 3rd and final year of the Pre-Medicine Bachelor's degree. The appropriate administrator, counselor/advisor or professor at SC must also provide a letter of recommendation to SGU for each candidate.
4. International students who complete ENG& 101 and ENG& 102 with a grade of 3.2 or higher will have met the English proficiency requirements of SGU, and will not need to submit separate proof of English proficiency at the time of application.
5. At the end of the Third Year of Pre-medicine all students must pass the Premedical Science Comprehensive Examination, achieve a 3.2 GPA or better and obtain a letter from the Director of the Premedical Program to be promoted into the four year medical degree. Students holding US citizenship or a green card must also sit the MCAT as per University policy and a directive from the US Department of Education. Note: SGU can award a B.S. Biomedical Sciences Degree to eligible students who do not make it through medical school. In the case of a student who makes it past two years of basic sciences, SGU may award a M.S. in Biomedical Sciences if the student qualifies.

6. Students promoted into the medical program will then complete the first two years of basic sciences at SGU in Grenada, West Indies. Their last two years are completed at one of 60 plus affiliated hospitals in the United States or 16 hospitals in the United Kingdom. Please see the SGU website for the most current list of hospital affiliations. The medical degree has been recognized in all 50 states in the USA.
7. SC and SGU will jointly market this program, and any and all publications or advertisements promoting this program must be approved in writing by SC and SGU. The use of party's trademarks, trade names, logos, copyrights, patents or any other intellectual property in the furtherance of this Agreement or otherwise without the express written consent of the owner is strictly prohibited. SC and SGU may choose to co-develop written materials outlining for SC students programs, policies and procedures relevant to this Agreement. This Agreement will be publicized in newsletters, course schedules and other promotional materials.
8. This agreement will commence on September 1, 2014 and will remain in effect until a mutually agreed-upon change is deemed necessary. This agreement may be terminated by either party with appropriate written notification to the non terminating party. Each party agrees to provide termination notice one year prior to intended change. Upon 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
9. There will be no monetary exchange between SC 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.
10. 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 (including reasonable attorneys' fees) arising directly or indirectly from any acts or omissions of a party, its employees, agents and/or assigns, including, but not limited to, negligence, personal injury, breach of contract, misrepresentation and fraud.
- 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 Washington and shall be governed by and construed in accordance with the laws of Washington applicable to Agreements made and to be performed entirely within the State of Washington, 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 State of Washington and Grenada. Jurisdiction and venue for any and all disputes which may arise under this Agreement shall reside in the State of Washington.
- 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. CONSTRUCTION: Headings in this Agreement are for reference purposes only and shall not be deemed to have any substantive effect.

- f. 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.

- g. 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.

- h. Contact Information:

SGU:

Charles J. Adams, Esq.
General Counsel
Saint George's University Limited
C/o Patrick F. Adams, P.C.
3500 Sunrise Highway
Building 300
Great River, NY 11739

Copy to:

Bob Ryan
Associate Dean of Enrollment Planning for St. George's University
C/o University Support Services, LLC.
3500 Sunrise Highway
Building 300
Great River, NY 11739
Phone: (631) 665-8500

SC:

Andrea Insley, Executive Dean
International Education Programs
Seattle Central Community College
Seattle Colleges
1701 Broadway
Seattle, WA 98122

- i. SC and SGU agree that they will comply with the Family Educational Rights and Privacy Act and any and all other United States federal laws or Grenada laws concerning student records and privacy and access rights.

IN WITNESS WHEREOF, SC and SGU officially authorize this agreement on this 1st Day of September 2014, with the agreement becoming effective immediately.

Signed Charles R. Modica Date: October 2, 2014

Charles R. Modica, Chancellor
Saint George's University Limited

APPROVED AS TO FORM
OFFICE OF GENERAL COUNSEL
BY: [Signature]
DATE: October 2, 2014
SGGC#: SG-CL-AFU-UG-142

Signed Jill Wakefield Date: 9/23/14

Dr. Jill Wakefield, Chancellor
Seattle Colleges