Articulation Agreement between The Regents of the University of Michigan, on behalf of The University of Michigan-Dearborn and Manchester University on behalf of its College of Pharmacy, Natural & Health Sciences

This Articulation Agreement (referred to herein as the "Agreement") made by and between Manchester University, on behalf of its College of Pharmacy Natural & Health Sciences, located in North Manchester, Indiana (referred to herein as "Manchester University"), and the Regents of the University of Michigan, a Michigan Constitutional corporation, on behalf of the University of Michigan-Dearborn, located in Dearborn, Michigan (referred to herein as "UMD") memorializes the intent and commitment of the Parties to establish an articulation program to jointly address the academic needs of UMD students interested in pursuing a career in the profession of pharmacy. Manchester University and UMD may be referred to herein as the "Parties" and each a "Party."

Manchester University will reserve two (2) seats in each annual cohort of students entering its Doctor of Pharmacy program ("Program") for qualified students of UMD. These UMD students would also qualify for a reserved seat in the Manchester University Dual Degree PharmD./MS in Pharmacogenomics (PGX) cohort for that entry year. Qualified UMD students must complete the Manchester University application process for admission to the Program according to Manchester University's established deadlines.

Prior to applying for participation in the Program, UMD students must have completed three (3) years towards an established UMD Bachelor's degree program; such completion shall be regarded by Manchester University as meeting the Program prerequisite requirements. Students who successfully complete the first professional year (P1) of the Program curriculum will be regarded by UMD as sufficient to meet the last year of those students' UMD Bachelor's degree programs, thus allowing for those students to earn their UMD Bachelor's degree. UMD will advise its students of this opportunity, the minimum requirements for consideration, and the procedures and time frames for application and acceptance into the Program under the terms of this Agreement.

It is mutually understood and agreed by the Parties that:

- 1. Manchester University and UMD will maintain the integrity of their separate academic programs and enter into this Agreement as cooperating institutions. This Agreement does not create any agency, partnership, joint venture, or employment relationship between the Parties.
- 2. To be considered for admission to the Program under the terms of this Agreement, qualified UMD applicants will be required by Manchester University to:
 - a. have completed or be in the process of completing the required sixty (60) semester credit hours from the Program's established prerequisite course list; coursework transferred in to UMD from a community college or through dual credit can count toward these requirements. Required course subjects include:
 - i. Two (2) courses in general chemistry with lab;
 - ii. Two (2) courses in organic chemistry with lab;

- iii. Two (2) courses in biological sciences with lab, at least one of which is a course inanatomy, physiology or a combined A&P course;
- iv. One (1) course in microbiology with lab;
- v. One (1) course in physics;
- vi. One (1) course in statistics;
- vii. One (1) course in calculus;
- viii. One (1) course in English composition
- ix. One (1) speech course (or second course in English composition)
- x. One (1) course in economics
- xi. Two (2) courses in humanities; and
- xii. One (1) course in social sciences
- b. successfully complete each prerequisite course with no grade lower than a "C";
- c. have a 3.3 minimum cumulative grade point average (GPA), calculated from all course grades earned at both UMD and through other institutions from which courses are transferred to UMD (if applicable);
- d. complete the Program application through PharmCAS, as indicated on the Manchester
 University admissions application Web page
 (https://www.manchester.edu/academics/colleges/college-of-pharmacy-natural-health-sciences/academic-programs/pharmacy/application); and
- e. complete the Program's admissions interview process (NOTE: The PCAT exam is not required for admission).
- 3. UMD student candidates are strongly encouraged to apply through PharmCAS by September 1 in order to be screened in advance of the Program's first interview opportunity later that month. UMD student applicants who apply after that deadline may be considered by Manchester University for the reserved seat(s), but Manchester University will admit on a rolling basis and those applying early will be given priority consideration.
- 4. Qualified UMD student applicants will be ranked by Manchester University according to their application and interview results.
- 5. An offer of admission letter from the Program will be sent by Manchester University to the two (2) top-ranked UMD student applicants within one (1) week of their admissions interviews.
- 6. UMD student applicants wishing to accept a position in the Program will be required by Manchester University to verify their acceptance of the offer by submitting a non-refundable deposit of \$300 to Manchester University by the determined deadline. Manchester will notify UMD student applicants of determined deadline date(s) and, if applicable, any deadline passage. If a UMD student applicant's deposit is not received by the deadline, an offer will be made by Manchester University to the UMD student applicant with the next highest rank.
- 7. Curriculum, degree requirements, and policies for either Party are subject to change without the approval of the other Party; however, one hundred and eighty (180) days' prior written notice shall be given by the Party making the change to permit the other Party to make any adjustments necessary so that an appropriate amendment or addendum to this Agreement can be prepared.
- 8. UMD students may have access to advising and other services, at both Manchester University and UMD. However, federal regulations require that students receive financial aid from only a single institution from which courses are taken during a given quarter or semester. Accordingly, advisors should recommend that UMD students who are financial aid recipients take all their courses in a given quarter or semester at either Manchester University or UMD. If a UMD student attends both Manchester University and UMD in a single semester, financial aid may be

- granted from only one (1) institution unless the Parties enter into a separate written consortium agreement to allocate and distribute financial aid between Manchester University and UMD.
- 9. Each Party shall accept, assign, supervise, and evaluate qualified students regardless of race, sex, color, religion, creed, national origin or ancestry, age, marital status, disability, veteran status, height, or weight, in accordance with applicable state and federal law. In addition, UMD does not discriminate on the basis of sexual orientation (including gender identity and gender expression) in accordance with the policies of the University of Michigan.
- 10. To the extent permitted by applicable law, including the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and its implementing regulations, 34 C.F.R. § 99.1 et seq., Manchester University and UMD will share data on student achievement to assess the articulation program's effectiveness.
- 11. Each Party shall defend, indemnify, and hold harmless the other Party, its board members, officers, employees, and agents from and against any costs, losses, damages, liabilities, expenses, demands and judgments, including court costs and attorney fees, which may arise out of the indemnifying Party's acts or omissions under this Agreement for which the indemnifying Party would be liable in law or equity. The indemnifying Party shall keep the other reasonably apprised of the continuing status of the claim, including any proceedings resulting from it, and shall permit the other Party, at its expense, to participate in the defense or settlement of the claim. When a claim is resolved by the indemnifying Party's payment of money, it shall have final authority regarding defense and settlement. When a claim resolution requires equitable relief against the non-indemnifying Party or the indemnifying Party has not or will not pay the money required for resolution, the Parties shall cooperate regarding defense and settlement.
- 12. Neither Manchester University nor UMD shall be liable for failure to perform its respective obligations under the Agreement when failure is caused by fire, explosion, water, act of God, civil disorder or disturbances, strikes, vandalism, war, riot, sabotage, weather and energy related closings, pandemic or epidemic, or like causes beyond the reasonable control of the Party ("Force Majeure Event"). In the event that either Party ceases to perform its obligations under this Agreement due to the occurrence of a Force Majeure Event, the Party shall: (a) as soon as practicable notify the other Party in writing of the Force Majeure Event and its expected duration; (b) take all reasonable steps to recommence performance of its obligations under this Agreement as soon as possible, including, as applicable, abiding by the disaster plan in place for UMD. In the event that any Force Majeure Event delays a Party's performance for more than thirty (30) calendar days following notice by the delaying Party pursuant to this Agreement, the other Party may terminate this Agreement immediately upon written notice.
- 13. Marketing of the articulation program established under this Agreement will be subject to the prior approval of both Parties. Each Party will assume responsibility for appropriate marketing to communicate information about this Agreement to their respective student and faculty population. Each Party agrees it will not use the other Party's name(s), mark(s), or logo(s) in any advertising, promotional material, press release, publication, public announcement, or through other media, whether written, oral, or otherwise without the prior written consent of the other Party. Prior written consent will not be required for use of the other Party's name in the context of factual or descriptive statements regarding the subject matter of this Agreement.
- 14. Any and all notices given under this Agreement shall be directed to:

To Manchester University: Attn: Greg Hetrick

Manchester University

Address: 10627 Diebold Road

Fort Wayne, IN 46845

Fax:

Email: gbhetrick@manchester.edu

<u>To UMD</u>: Attn: Tahnee Prokopow

The University of Michigan-Dearborn

Address: 4901 Evergreen Road

START Advising Office Dearborn, MI 48128

Email: tch@umich.edu

- 15. The term of this Agreement is three (3) years, effective as of the date of last signature by the authorized representatives from both Parties. This Agreement may be altered, modified, or extended only by mutual consent of the Parties via written amendment signed by both Parties no later than three (3) months before the expiration of the then-current term. Either Party may terminate this Agreement in advance of its normal expiration date by giving the other Party sixty (60) days' prior written notice. In the event of termination or expiration on this Agreement, Manchester University will still consider, consistent with the terms of this Agreement, the applications of UMD students received prior to the date of termination or expiration for the two (2) reserved seats as provided herein.
- 16. The Parties agree to work together amicably to resolve any disputes or disagreements that may arise during the Parties' performance of this Agreement.
- 17. This Agreement constitutes the entire agreement between the Parties regarding the subject matter, and all prior discussions, agreements, and understandings regarding the subject matter, whether oral or in writing, are hereby merged into this Agreement.

The Regents of the University of Michigan	Manchester University
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Susan E. Alcock Provost and	Celia Cook-Huffman Vice President for Academic Affairs
Executive Vice Chancellor for Academic Affairs	Manchester University
The University of Michigan-Dearborn	wanenester omversity
6/12/2020	6/11/2020
Date	Date
Acknowledged by:	
THE UNIVERSITY OF MICHIGAN-DEARBORN	