

Articulation Agreement

THIS ARTICULATION AGREEMENT ("Agreement") is entered into on this 1st day of June 2023 (the "Effective Date") by and between **Southern Regional Technical College** ("Collaborating Institution"), located at 15689 US Hwy 19 N, Thomasville Georgia 31792 United States, and St. Matthew's University School of Veterinary Medicine, located at Lime Tree Bay Ave, West Bay, Cayman Islands ("SMU"), collectively referred to as the "Parties."

WHEREAS, both institutions recognize the value and benefits of establishing an educational pathway to facilitate the seamless transition of students from the Collaborating Institution to SMU;

WHEREAS, the Collaborating Institution and SMU share a commitment to providing quality education and training in the field of veterinary medicine;

WHEREAS, the Parties wish to create an articulation agreement to outline the terms and conditions for the transfer of credits and the admission process for students transitioning from the Collaborating Institution to SMU;

NOW, THEREFORE, the Parties agree as follows:

1. **Terms and Conditions.** The Parties agree that Appendices A, B, and C 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. **Benefits to Collaborating Institution.** Under this Agreement SMU will provide certain benefits specifically outlined in Appendix A to Eligible Individuals (defined below) of the University.
3. **Admission Requirements:**
 - i. SMU has established specific admission criteria for students interested in the veterinary medicine program and these criteria are specified in Appendix "B" hereto. These criteria may include academic requirements, prerequisite courses, and any additional requirements specified by SMU
 - ii. SMU agrees to consider applicants who are Eligible Individuals from the Collaborating Institution and who meet the established admission criteria set out in Appendix "B" hereto.
 - iii. SMU reserves the right to deny admission to any student if such student does not meet SMU requirements for admission, as amended from time to time. Additionally, SMU may terminate a student's enrollment for violation of any rule, policy or procedure of SMU, as amended from time to time, in the same manner as SMU may terminate the enrollment of any student at large.

- iv. This Agreement is subject to the terms of SMU's admissions requirements, academic policies, program requirements, and course descriptions, including but not limited to the SMU academic catalogs and student handbook (all of the foregoing collectively referred to herein as "Policies"). In the event of any conflict between or among the documents mentioned in this Section 2(b)(iv) or elsewhere in this Agreement, the terms of the SMU Policies shall prevail.
4. **Promotion.** Collaborating Institution agrees to promote SMU and the program covered by this Agreement to members of its student population and as specifically outlined in Appendix C.
5. **Academic Advising.** Collaborating Institution agrees to provide academic advising to students who express an interest in the veterinary medicine program at SMU. The advising process will aim to assist students in meeting the admission requirements and fulfilling the prerequisite courses. SMU agrees to provide guidance and support to Collaborating Institution in the form of information sessions, workshops, or other means to facilitate effective academic advising.
6. **Communication and Collaboration.** The Parties agree to establish regular communication and collaboration to ensure the successful implementation and ongoing evaluation of this Agreement. The Parties will designate representatives who will be responsible for maintaining communication, addressing concerns, and coordinating any necessary modifications to this Agreement.
7. **Disclaimer and Limitation.**
- a) SMU hereby disclaims any and all warranties, including without limitation, implied warranty of merchantability or fitness for a particular purpose. Notwithstanding anything to the contrary SMU'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 SMU be liable for any indirect, consequential, incidental, special or punitive damages of any kind.
 - b) The terms of this Section 7 shall survive termination of this Agreement for any reason.
8. **Term, Renewal, Changes and Termination**
- a) 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 6/30/2028, unless terminated earlier by either party upon providing one hundred eighty (180) days prior written notice to the other party. Notwithstanding the foregoing, either party may terminate this Agreement upon ten (10) days' notice to the other party in the event of a 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.

9. Marketing and Communications

- a) For this agreement, "Marketing and Communication Material" means any print and electronic material that a prospective student may have access to prior to enrolment. This includes print and electronic advertising, print and electronic brochures, web pages and links, merchandising material, and signage.
- b) The Parties agree to work collaboratively in developing Marketing and Communications Material to advertise this agreement, such as sharing information and announcements on their respective institutions' websites, newsletter to agents and prospective students, etc.
- c) The Parties shall ensure that all Marketing and Communication Material used in their marketing efforts are accurate and up to date and, not knowingly or by a failure of professional standards, provide or disseminate false, incomplete, or misleading information.

10. Use of Logos and Names

- a) During the term of this Agreement, each Party may, with the prior written approval of the other Party, use the other Party's name and logo in connection with Marketing and Communication Material, including press releases, websites, advertisements, brochures, etc. Such use shall only be in connection with or relating to the promotion or conduct of the educational opportunities leading to matriculation at the SMU.
- b) Each Party acknowledges that no transfer of ownership or right to the other's name, trademarks, trade names and logos arise from this permitted use.

11. Miscellaneous

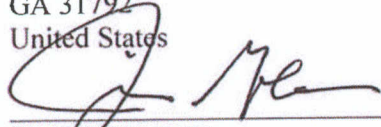
- a) This Agreement contains the entire understanding between the parties and supersedes any and all prior or contemporaneous agreements, discussions, or representations with respect to the subject matter hereof.
- b) The relationship established under this Agreement shall be that of independent contractors and neither party shall be, nor hold itself out to the public as being, an employee, agent, joint venture or partner of the other. Neither party shall have authority to contract for or bind the other in any manner.
- 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 Massachusetts under the arbitration rules of the American Arbitration Association.
- f) Each party signing this Agreement represents that they are an authorized representative of such party and responsible to enter into this Agreement on behalf of such party.
- g) 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.
- h) 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.
- i) The terms of this Section 7 shall survive termination of this Agreement for any reason.

[Signature page follows]

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

**Southern Regional Technical
College**
15689 US Hwy 19 N, Thomasville
GA 31792
United States



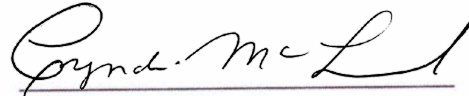
James "Jim" Glass
President

**St. Matthew's University
School of Veterinary Medicine**
c/o R3 Education, Inc.
27 Jackson Road
Devens, MA 01434
United States



Dr. Brendan Lee
Executive Dean, St. Matthew's
University School of Veterinary
Medicine

**St. Matthew's University
School of Veterinary Medicine**
c/o R3 Education, Inc.
27 Jackson Road
Devens, MA 01434
United States



per Cyndi McLeod
CEO, Global University Systems
Canada Inc.

APPENDIX A

Collaborating Institution Benefits

This Agreement intends for the Parties to provide awareness of educational opportunities to Eligible Individuals from the Collaborating Institution who seek to matriculate into SMU.

- 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 SMU will waive application fees for Eligible Individuals who apply to SMU.
- c) SMU will guarantee an admissions interview for Eligible Individuals, as defined in the agreement.
- d) Successful applicants to SMU will be provided with information on the availability and criteria for scholarships.
- e) SMU will offer a \$5,000 USD scholarship toward tuition fees to Eligible Individuals who become successful applicants and matriculate to SMU under this agreement. Students receiving this scholarship will be able to apply for additional scholarships offered by SMU.
- f) SMU will provide the Collaborating Institution with data identifying alumni who have enrolled or graduated from SMU and consented to disclosure of such information upon request.

APPENDIX B

Admission Requirements

“Eligible Individuals” means current and former (within five (5) years after graduation) students of Collaborating Institution who meet all of the qualifications specified in this Appendix “B”.

- a) An overall Grade Point Average of 2.70 or higher;
- b) A Grade Point Average of 2.70 or higher in all courses designated by SMU as prerequisites for admission;
- c) No F or D grade in any course designated by SMU (all prerequisite coursework and Veterinary Technology Program, “VTP” must have been completed within the past five (5) years at Collaborating Institution.
- d) Must have completed VTP with no outstanding courses prior to attending SMU
- e) Other minimum admissions requirements required of all other of SMU students as set forth at <https://veterinary.stmatthews.edu/admissions-requirements/> and all applicants will be reviewed on a case-by-case basis.

APPENDIX C

Promotion

A. Promotion

- (i) Collaborating Institution agrees to provide information and promote SMU among its student population, including by advertising the articulation agreement and SMU programs on Collaborating Institution's website and by disseminating printed material provided by SMU.
- (ii) Collaborating Institution will provide opportunities at least once per year for representatives of SMU, or SMU's approved agents, to visit Collaborating Institution's locations, disseminate information about SMU educational opportunities contemplated in this Agreement and meet with pre-vet advisors and pre-vet club leaders.
- (iii) All promotion and advertising contemplated under this Agreement will be done in accordance with all applicable laws and regulations.