AGREEMENT
GUARANTEED ADMISSIONS INTERVIEW PROGRAM

THIS AGREEMENT is made this 9 day of March 2022 by and between East Tennessee State University ("INSTITUTION") and the EDWARD VIA COLLEGE OF OSTEOPATHIC MEDICINE ("VCOM").

RECITALS

A. Whereas INSTITUTION is a four-year college offering undergraduate and graduate degrees, which prepare the student in Pre-Medical Studies.

B. Whereas VCOM is a doctoral-level osteopathic medical college requiring four years of education, including biomedical and clinical courses. Completion of these requirements is required to award the Doctor of Osteopathic Medicine degree ("D.O.").

C. Whereas due to the diminished opportunities for medical training in the United States; the chronic shortage of physicians in the Southern United States; and for medically underserved rural and minority populations throughout the United States; the shortage of primary care physicians; and the shortage of physicians providing care for medically underserved populations. INSTITUTION and VCOM desire to create and to cooperate on a program by which qualified candidates who have demonstrated high achievement are offered acceptance to VCOM if they successfully following a distinct academic protocol.

D. Whereas VCOM receives over 16,000 applications annually for about 625 seats across four campuses, the "Guaranteed Admissions Interview Program" acknowledges that certain undergraduate institutions offer particularly challenging pre-medical programs which are a good fit for study at VCOM. VCOM values candidates from INSTITUTION who perform well at the undergraduate level and anticipates that they will be well-prepared to succeed in the rigorous medical curriculum at VCOM.

NOW, THEREFORE, in consideration of the mutual covenants by each party to be kept and performed, it is agreed as follows:

SECTION 1: GUARANTEED ADMISSIONS INTERVIEW PROGRAM

1.1 The Guaranteed Admissions Interview Program shall be for students at the INSTITUTION who:

a.) Receive a positive endorsement from the INSTITUTION pre-medical committee/advisor.
b.) Meet all technical requirements for entry as designated in the VCOM College Catalog.
c.) Meet all general admission requirements as described in Exhibit A.
d.) Complete all required courses as described in Exhibit B before graduation from INSTITUTION.
e.) Complete the majority of required coursework at INSTITUTION. If the candidate is a transfer student, he/she must have completed at least 30 credit hours at INSTITUTION and be approved by VCOM to participate in this agreement.
f.) Have completed 90 credit hours by time of application.
g.) Present a science and overall GPA of 3.50 or greater at the time of application.
h.) Obtain a competitive score on the medical college admissions test (MCAT).
i.) Obtain a minimum of forty (40) hours of health care and forty (40) community volunteer hours at time of application.
j.) Obtain a minimum of eighty (80) hours of health care and eighty (80) community volunteer hours by the time of matriculation.
k.) Was not the recipient of any significant conduct violation(s) by INSTITUTION. Additionally, candidate must report, in advance, any criminal charge or arrest and any misdemeanor, felony,

summary charge or any other criminal charge (whether or not the candidate was convicted). VCOM will determine if any disqualify the candidate from participation in this agreement.

l.) Are U.S. Citizens or permanent residents of the United States.

m.) Comply with all other requirements set forth in this Agreement.

Students who qualify for the guaranteed admissions interview program will interview on campus at VCOM with three (3) VCOM faculty/administrators and participate in the designated interview day activities. VCOM values the interview as a highly important portion of the selection process and the admissions committee will need to approve the candidate after the interview is conducted.

SECTION 2: INSTITUTION RESPONSIBILITIES

INSTITUTION covenants and represents that it will:

2.1 Designate a Program Coordinator from the INSTITUTION's Medical Professions Advisement Office to serve as a liaison between INSTITUTION and VCOM to coordinate and direct the PROGRAM at the INSTITUTION and to perform interviews and determine recommendations for admission to the PROGRAM.

2.2 Provide a schedule for the candidate in the mandatory INSTITUTION courses so that the INSTITUTION candidates interested in the PROGRAMS may complete the majority of the VCOM minimum course requirements in their first three years at INSTITUTION.

2.3 Pursuant to the terms of this agreement, recommend for admission to the VCOM PROGRAM only those candidates that the INSTITUTION's Program Coordinator reasonably expects to fulfill all of the qualified student requirements and provide VCOM with the necessary information to confirm completion of such requirements as well as any other reasonably requested information pertaining to the PROGRAM and/or any applicant.

2.4 Prepare and make available to candidates all forms whereby they declare their intent to enter the PROGRAM by the end of their third year; provide recognition of the PROGRAMS in the INSTITUTION's website and/or catalog and/or other marketing materials; inform each candidate of the requirement that the letter of intent be prepared for INSTITUTION and VCOM.

2.5 Require that each candidate execute a consent form for disclosure of personal and academic information.

2.6 Advise each candidate in writing that the VCOM Student Handbook the VCOM College Catalog, and any other materials specified by VCOM must be read prior to submitting an application to VCOM and that if a candidate is admitted to the PROGRAM, compliance with all rules, requirements, and guidelines set forth therein are mandatory.

2.7 Inform each candidate in writing that, in the event the applicant is admitted to VCOM, the candidate is responsible for preserving the confidentiality of any privileged or confidential information to which he/she has access at VCOM, including, but not limited to, any information contained in patient medical records or hospital records.

2.8 Inform each candidate in writing that, if admitted to the GUARANTEED ADMISSIONS INTERVIEW PROGRAM, the candidate may not submit for publication any material relating to the clinical education of his/her VCOM education without prior written approval of VCOM.

2.9 Deny a recommendation to VCOM for any candidate otherwise meeting all of the qualified candidate requirements who has been subject to substantial disciplinary proceedings, violated the INSTITUTION honor code, was charged or convicted of a misdemeanor, felony, summary charge or any other criminal charge (without prior discussion with VCOM and approval), or who has otherwise demonstrated an unfit character for admission to VCOM, the study of medicine, or the provision of healthcare services.

2.10 Advise each candidate that does receive a conduct violation at INSTITUTION, misdemeanor, felony, summary charge or any other criminal charge (whether or not the candidate was convicted) after the date of acceptance to inform the designated faculty member liaison between INSTITUTION and VCOM and VCOM directly within 72 hours. The designated faculty member liaison will then communicate with to VCOM within 72 hours of being notified by the candidate.

SECTION 3: VCOM RESPONSIBILITIES

VCOM covenants and represents that it will:

3.1 Schedule qualified candidates through the Guaranteed Admissions Interview Program. Note that applicants must apply early since VCOM operates on a rolling admissions basis so if admitted to VCOM from this interview, if the class is filled, applicants will be placed on the waitlist. See section 4.3.

3.2 Designate the VCOM Director of Admissions at each campus as the Program Coordinator to serve as a liaison between VCOM and INSTITUTION and to serve as the person to coordinate the PROGRAMS with respect to the VCOM requirements.

3.3 Report to INSTITUTION any candidate applying to the PROGRAM who is deemed unacceptable for studies at VCOM.

3.4 Ensure that all candidates accepted to VCOM's D.O. Program are invited to attend VCOM Accepted Students' Day.

3.5 Make available to the INSTITUTION current copies of VCOM's College Catalog, Student Handbook, application, and any other VCOM materials relevant for distribution to applicants to the PROGRAM as a reference source for the INSTITUTION's pre-medical or academic advising office.

SECTION 4: GENERAL PROVISIONS

4.1 The INSTITUTION Program Coordinator and the VCOM Director of Admissions, or their dually appointed representatives, will cooperate closely in keeping the requirements for the PROGRAM at the two institutions as compatible as possible on an ongoing basis so that students will be prepared to enter the competitive medical school curriculum. This cooperation is necessary to keep the two institutions thoroughly attuned to curriculum and course changes that each institution periodically makes to keep its educational programs abreast of current requirements.

4.2 Early Acceptance candidates shall be subject to all applicable policies, procedures, rules, and regulations of both INSTITUTION (until conferral of the B.S. degree), and VCOM.

4.3 Candidates must apply early in the application cycle due to VCOM's rolling admissions process. Candidates should apply to AACOMAS in advance of September 1 and provide all remaining materials no later than October 15 for best consideration. Once the class is filled, candidates who are accepted are placed on a waitlist and may not be able to be able to be admitted for the current year. Their admission may be deferred until the next year.

4.4 INSTITUTION is solely responsible for any academic programs and any academic matters pertaining to the conferral of the bachelor's degree.

4.5 VCOM reserves the right to remove from the PROGRAM any candidate, who has academic, behavioral, or technical standard deficiencies, based on the regulation of VCOM according to the VCOM catalog/handbook/admissions agreement, or other VCOM documents. Such shall be in writing to the INSTITUTION liaison and the candidate and shall contain a statement of facts describing the history that causes such actions.

4.6 Neither INSTITUTION nor VCOM shall unlawfully discriminate against any candidate on the basis of race, sex, ethnicity, disability, religion, sexual orientation, gender, color, age, or national origin.

4.7 Students will not be employees of VCOM when they are engaged in any clinical practice and will not be entitled to workers' compensation or other employee benefits.

4.8 This Agreement and the PROGRAM shall be reviewed on an annual basis by the INSTITUTION coordinator and the VCOM coordinator, at which time both coordinators will evaluate the PROGRAM and policies, discuss any related problems, and make any necessary revisions to this Agreement.

4.9 The INSTITUTION coordinator and the VCOM coordinator shall inform one another of the following changes: changes in the academic curriculum, changes in availability of learning opportunities, and staff changes that affect either academic preparation or clinical teaching of students.

4.10 Transfer of information from any candidate's educational records not initiated by the candidate shall be made only with the candidate's written consent.

4.11 VCOM and/or INSTITUTION shall have the right to discuss with any candidate any incident or occurrence that could result in liability to VCOM as a result of this Agreement or the PROGRAM and said candidate shall cooperate fully with VCOM in VCOM's investigation of said incident or occurrence.

4.12 Nothing in this Agreement or the PROGRAM shall be construed as transferring financial responsibility from one party to another. Tuition and fees will be paid to and collected by the institution the candidate is actually attending.

4.13 This Agreement shall be effective upon its execution and shall continue for one (1) year and will automatically renew for up to four (4) one-year periods thereafter, unless this Agreement is terminated under Sections 4.15 or 4.16.

4.14 Either party may terminate this Agreement without cause upon ninety (90) days written notice. Any termination will apply prospectively.

4.15 Either party may terminate this Agreement for cause, and such termination shall be effective upon receipt of written notice from the terminating party. As used in this paragraph, "for cause" shall mean breach of the terms of this Agreement or the PROGRAM, the occurrence of a criminal indictment of a candidate accepted to the PROGRAM, or any act of omission that is determined by the non-breaching party to be detrimental to its reputation, operation, or activities. Any termination will apply prospectively.

4.16 The parties agree and covenant that, with respect to any claim or action arising out of this Agreement, or the PROGRAM, each party shall be liable only for payment of that portion of any and all liability, expenses, costs, demands, settlements, or judgments resulting from the negligence, actions, or omissions of its own employees, officers, or agents.

IN WITNESS WHEREOF, the undersigned have executed this Agreement under seal as of the day and year first above written.

EAST TENNESSEE STATE UNIVERSITY ("INSTITUTION")

By: _____ (L.S.)

Name: Kimberly D. McCorkle, JD

Title: Provost and Senior Vice President for Academics

EDWARD VIA COLLEGE OF OSTEOPATHIC MEDICINE ("VCOM")

By: _____ (L.S.)

Name: Dixie Tooke-Rawlins, D.O.

Title: President and Provost

Exhibit A

VCOM GENERAL ADMISSION REQUIREMENTS

1. Apply to VCOM through American Association of Colleges of Osteopathic Medicine Application Service ("AACOMAS") preferably by September 1 and submit all required documentation no later than October 15 for best consideration. See section 4.3 of this agreement. Applications received after these dates will be considered on a rolling admission basis.

2. Submit a secondary application to VCOM including a signature which attests the candidate meets the minimum health requirements and technical standards that are prerequisite to admission as listed in the VCOM catalog.

3. Submit a favorable letter of recommendation from the INSTITUTION pre-medical advisor/committee

4. Submit a favorable letter of recommendation from a Doctor of Osteopathic Medicine. If a candidate possesses all other requirements but has not yet shadowed a Doctor of Osteopathic Medicine, the candidate may proceed in submitting an AACOMAS application, but will need to contact a VCOM Director of Admissions for further instruction.

In the event the candidate is offered admission to VCOM, the candidate will be required to submit a background check application and meet all other requirements and stipulations of all candidates.

Exhibit B

VCOM MANDATORY PREREQUISITE COURSES FOR
GUARANTEED ADMISSIONS INTERVIEW PROGRAM
(To be completed by graduation from INSTITUTION)

1. Biological Sciences: Six (6) to Eight (8) semester hours.

2. General/Inorganic Chemistry: Six (6) to Eight (8) semester hours.

3. Organic Chemistry: Six (6) to Eight (8) semester hours.

4. Physics: Six (6) to Eight (8) semester hours.

5. Biochemistry: Three (3) semester hours.

6. Additional Science: Six (6) semester hours of higher-level biomedical science courses to be chosen from the following courses or like courses: Anatomy, Physiology, Immunology, Microbiology, Genetics, Virology, or Bioinformatics.

7. English: Six (6) semester hours.