

**MEMORANDUM OF AGREEMENT
BETWEEN
THE UNIVERSITY OF THE SOUTHWEST
AND
BURRELL COLLEGE OF OSTEOPATHIC MEDICINE**

I. General

This Memorandum of Agreement (MOA) sets forth an agreement between The University of the Southwest (USW) and the Burrell College of Osteopathic Medicine (BCOM) hereinafter referred to as the “parties.” This MOA recognizes the respective strengths and importance of the parties and thereby provides a pathway for talented USW students to enter into the program of studies in Osteopathic Medicine at BCOM. This is done to strengthen the number of New Mexico students entering the medical professions and to ultimately improve access to healthcare in the state of New Mexico.

University of the Southwest

Founded in 1962, University of the Southwest (USW) is a private, four-year Christian university located in Hobbs, New Mexico. Regionally accredited by the North Central Association of Colleges and Schools, the university offers undergraduate and graduate degrees both on-campus and online, and was recently ranked by U.S. News and World Report for 'Top Online Education Programs' and 'Top Online Business Programs'. Built on a foundation of Christian values and a servant leadership philosophy, University of the Southwest is a community of dedicated staff and faculty committed to developing each student, helping them achieve their full potential in the classroom, on the playing field and in the communities they serve.

Burrell College of Osteopathic Medicine

BCOM is one of the nation’s newest medical colleges. It was established in 2013 with a mission to improve the health of the Southwestern United States and Northern Mexico by increasing the size and diversity of the physician workforce. BCOM is student-centered, utilizing the most advanced technologies and learning methods to assure student and professional practice success in all fields of medicine, from primary care to subspecialties.

II. The Collaboration.

The purpose of this collaboration is to generate a “pipeline” whereby New Mexico residents have access to high quality medical education. New Mexico currently ranks 51st in health access, and as a result of the state’s high level of poverty and prevalence of minority populations, New Mexico is also subject to multiple health disparities. The position of the BCOM in Las Cruces, provides New Mexico with a unique opportunity to address the underrepresentation of minority healthcare providers and to substantially improve health access in the state and region.

III. Purpose of Agreement

The purpose of this agreement is to define a pathway whereby students graduating from USW will be admitted to the BCOM Doctor of Osteopathic Medicine program.

IV. Implementation

Mechanisms for the implementation of this MOA include Dr. Larry M. Guerrero, Provost and Vice President of Academic Affairs, or his designee, and Dr. George Mychaskiw II, Founding Dean and Chief Academic Officer, BCOM, or his designee.

USW and BCOM Representation

Matters concerning the consulting arrangement should be directed to:

Programmatic/Technical Point of Contact:

BCOM

George Mychaskiw II, DO, FAAP, FACOP
Founding Dean and Chief Academic Officer
Burrell College of Osteopathic Medicine
3501 Arrowhead Drive
Las Cruces, NM 88001
575-674-2202
Gmychaskiw@bcomnm.org

Programmatic/Technical Point of Contact:

USW:

Dr. Larry M. Guerrero
Provost and Vice President for Academic Affairs
University of the Southwest
6610 North Lovington Highway
Hobbs, NM 88240
575-392-6561
lguerrero@usw.edu

V. Responsibilities

General responsibilities of each party are described below.

A. BCOM

It is hereby agreed that students graduating with a Bachelor's degree from USW will be offered admission to the BCOM program in Osteopathic Medicine providing the following criteria are met:

- a.1 The student will have met the course prerequisites and professionalism standards that are required for entrance into the program of Osteopathic Medicine.
- a.2 The student will graduate with a minimum overall GPA of 3.3
- a.3 The student will have graduated with a GPA of 3.0 in prerequisite coursework for BCOM.
- a.4 The student will have a minimum MCAT score of 495.

- a.5 The student will complete an admissions interview.
- a. 6 The student will apply to BCOM through the BEAR pathway, as detailed on BCOM's website and will be exempt from an application fee. The student may apply to other medical schools through either AACOMAS or AMCAS services if he/she desires.

B. USW

- b.1 At the request of the student/applicant, the USW Office of the Registrar will provide transcripts to BCOM that document the student's academic record including the degree title, the cumulative GPA, and the detailed listing of grades for each course taken at USW.
- b.2 The Premedical Advising Committee, or equivalent, at USW will provide a letter of recommendation to BCOM to further substantiate the academic record of the student/applicant.

VI. Legal Effect of Agreement

This agreement is not intended by the parties to constitute or create a joint venture or formal business organization of any kind; and the rights and obligations of the parties shall only be those expressly set forth herein. Neither party shall have authority to bind the other except to the extent authorized herein. Nothing in this MOA shall be construed as providing for the sharing of profits or losses arising out of the efforts of either to both parties.

VII. Publicity

Neither party will, without prior written consent of the other party, use in advertising, publicity or otherwise, any trade name, personal name, trademark, trade device, service mark, symbol, or any abbreviation, contraction, or simulation thereof owned by the other party.

VIII. Legality

If any part, term or provision of this MOA shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this MOA, the validity of the remaining portions of provisions shall not be affected thereby.

IX. Agreement Term and Termination

This Agreement shall become effective 6/1/17 and continue in effect through December 31, 2022.

X. Termination of Agreement

This MOA and all rights, duties and obligations hereto, shall expire upon the happening of any of the following:

- A. After the end of a five (5) year term with the start of the term being the effective date of this MOA.
- B. The parties dissolve this MOA by mutual consent via an amendment to this Memorandum of Agreement.

XI. Dispute Resolution

Any disagreements arising out of this MOA shall be jointly resolved by individuals identified as the technical points contact identified in section IV of this agreement.

XII. Assignment

This MOA may not be assigned or otherwise transferred by either party in whole or in part without the express prior written consent of the other party, which consent shall not unreasonably be withheld.

XIII. Non-Discrimination

USW and BCOM shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veterans status or disability.

XIV. Entire Agreement

This MOA constitutes the entire understanding and agreement between the parties and supersedes any prior oral or written agreements with respect to the subject matter hereof.

XV. Modification

Any modification or amendment to this MOA shall be in writing and signed by an authorized official of both entities.

XVI. Applicable Law

This agreement will be governed by the laws of the State of New Mexico.

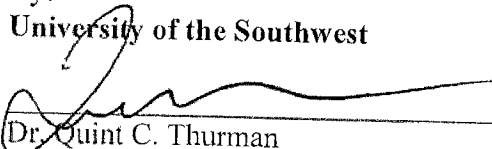
In Witness Whereof, the parties hereto have executed this MOA effective as of the latter of the following dates:

By:
Burrell College of Osteopathic Medicine



George Mychaskiw II, DO, FAAP, FACOP

By:
University of the Southwest



Dr. Quint C. Thurman

Date: 5/2/17

Date: 7-27-17