

**DUAL DEGREE PROGRAM AGREEMENT
BETWEEN
UNIVERSITY OF VIRGINIA'S COLLEGE AT WISE
&
APPALACHIAN COLLEGE OF PHARMACY**

This Agreement ("Agreement") is made effective as of October 12, 2018, by and between the University of Virginia's College at Wise ("UVA-Wise") and the Appalachian College of Pharmacy, ("ACP"). The parties hereby agree as follows:

1. **Purpose.** The purpose of this Agreement is to foster a spirit of cooperation between UVA-WISE and ACP, thereby providing UVA-WISE students with an opportunity to earn an undergraduate degree from UVA-WISE, and a graduate degree from ACP.

2. **Commitment to Curriculum and Enrollment Standards.** It is agreed and understood that each party has the right and responsibility to change its curricula and enrollment policies to maintain academic integrity and meet accreditation standards. Such changes, if any, will be communicated to the other party as they occur through the appointed supervisor for this articulation agreement.

3. **Supervision and Review of Program.** UVA-WISE and ACP shall each appoint a program supervisor in order to monitor, manage, and advise students participating in the dual degree program established by this Agreement. At the request of either party, a meeting or conference will be held to resolve any problems, monitor the progress, and develop any improvements in this dual degree program. In addition, UVA-WISE and ACP, through their appointed supervisors, shall meet annually to review ACP's admission standards for UVA-WISE students in this articulation program.

3. **Non-Discrimination.** UVA-WISE and ACP will not discriminate on the basis of race, creed, color, sex, national origin, religion, age, disability, ancestry, sexual orientation, political affiliation, marital status, veteran status, parental status, and pregnancy in the selection and participation of UVA-WISE students in the dual degree program. With respect to a disability, a qualified UVA-WISE student with a disability is an individual who (with or without reasonable accommodations-academic adjustments) meets the legitimate standards and criteria that are rationally related to the stated goals or purposes of each party's educational program.

4. **Articulation Program.** Beginning with the first semester of the **2019/2020** UVA-WISE academic year, UVA-WISE shall make available, and ACP shall admit, pursuant to the conditions below, up to twenty (20) students pursuing an accelerated program leading to a Bachelor of Arts Degree (BA) in Natural Sciences, Biochemistry concentration from UVA-WISE, and Doctor of Pharmacy from ACP. This articulation program will require approximately three years of attendance at UVA-WISE,

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followed by a minimum of three (3) academic years of attendance at ACP. The pharmacy program contains a minimum of 140 credit hours of instruction, which must be completed within 4.5 calendar years. In the event that more than 20 UVA-WISE students qualify for enrollment, then such students will be selected for those 20 seats on a competitive basis according to the ACP admissions process.

5.A. Admissions Standards. UVA-WISE students enrolled in the articulation program shall be admitted to ACP, subject to the limitations established in section 4 of this agreement, upon completion of the following:

5.1 Credit Hours. Students will complete a total of 104 semester hours in courses which meet the prerequisite requirements for the Doctor of Pharmacy degree at ACP (including 66 STEM hours with a minimum of 24 hours in STEM completed at UVA-WISE);

5.2 Grade Point Average ("GPA"). An overall minimum cumulative GPA of 2.5, and a minimum cumulative GPA of 2.5 in both science and math, to be verified by the UVA-WISE Pre-pharmacy Advisory Committee;

5.3. Recommendation. Student must submit three letters of recommendation to ACP: 1) UVA-WISE Pre-Pharmacy Advisory Committee, 2) Pharmacist, and 3) Applicant's choice. Any student that fails to receive the advisory committee's letter could still apply to the ACP Pharm-D program, but would be ineligible for the BA in Natural Sciences (Biochemistry concentration) and would relinquish any preferred status in the admission process. ACP does not accept letters of recommendation from friends, family member, clergy, co-workers, or politicians;

5.4. Interview. A successful on-campus interview which is part of the ACP admissions process; and

5.5. Application Deadline. An application which has been filed by January 15th of the year of matriculation into the PharmD program.

5.B. Other Admissions. At the discretion of ACP, other UVA-WISE students may be admitted.

6. Transferring Credits to UVA-WISE. Upon successful completion of the fourth semester of coursework at ACP, a maximum of 30 ACP credit hours may be transferred toward completion of the Bachelor of Arts Degree at UVA-WISE. An official transcript shall be sent from ACP to a designated official with UVA-WISE's Registrar's Office, and the student must request application materials for graduation from UVA-WISE's Registrar's Office.

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7. **Commencement.** Students who successfully complete the dual degree program will be eligible to participate in commencement ceremonies at both ACP and UVA-WISE.

8. **Recruitment.** Recruitment of students for this program will be the responsibility of UVA-WISE with the cooperation of ACP.

9. **No Employment Relationship.** This Agreement will, in no way, be interpreted as creating an agency or employment relationship between the parties, or as giving rise to a joint venture or partnership between the parties.

10. **No Third Party Beneficiary Rights.** This Agreement is intended to solely benefit UVA-WISE and ACP and is not intended to create rights in any third party. Students of UVA-WISE participating in the articulation program, pursuant to the terms of this Agreement, shall not be considered third party beneficiaries of the Agreement.

11. **Termination.** This Agreement may be terminated by either party by giving thirty (30) days written notice to the other party at the address hereinafter set forth. If the Agreement is terminated, UVA-WISE students who have earned more than 62 credits applicable to the dual degree program and students already enrolled in ACP Doctor of Pharmacy program will be allowed to complete their program under the terms of the agreement.

Dr. Donna Price Henry, Chancellor
The University of Virginia's College at Wise
1 College Avenue
Wise, VA 24293

Dr. Susan L. Mayhew, Dean
Appalachian College of Pharmacy
1060 Dragon Road
Oakwood, VA 24631

12. **Title IV Compliance.** Each party represents and warrants that it will:

12.1 Comply with all statutory provisions of or applicable to Title IV of the Higher Education Act (HEA) as amended, all regulatory provisions prescribed under that statutory authority, and all special arrangements, agreements, limitations, suspensions, and terminations entered into under the authority of statutes applicable to Title IV of the HEA, including assurance that:

12.2 None of its employees administering this program are receiving payment of any commission, bonus, or other incentive payment based in any part, directly or

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indirectly, upon success in securing enrollments or the award of financial aid to any person or entity engaged in any student recruitment or admission activity or in making decisions regarding the award of Title IV, HEA program funds; and

12.3 It has not been the subject of a limitation, suspension or termination action brought by the U.S. Secretary of Education; and

12.4 It does not employ officials who have been convicted of, or pled nolo contendere or guilty to, a crime involving the acquisition, use, or expenditure of federal, state, or local government funds, or has been administratively or judicially determined to have committed fraud or any other material violation of law involving federal, state, or local government funds; and

12.5 It is separately owned and separately controlled; and

12.6 Marketing language, consumer information and advising that it provides will comply with requirements set forth by the U.S. Department of Education under the specific provisions regarding misrepresentation and related consumer information requirements; and

12.7 No portion of the didactic educational program for students under this Agreement will occur outside the State of Virginia. Clinical rotations may occur outside of Virginia; and

12.8 Each party will maintain complete and accurate records, including records reflecting billing, payments, students, and payroll. The records must be maintained for at least three years after the termination of the Agreement in accordance with Title IV requirements, and the F.E.R.P.A. (1974), G.L.B. (1999), and F.A.C.T. (2003) Acts. If either party provides notice to the other party that the first party is subject to an audit or other review by a regulatory agency, or to any claim or litigation, relating to that party's compliance with the statutory and regulatory provisions referenced then both parties will continue to maintain and retain complete records relating to this Agreement; and

12.9 It will cooperate with the other party's alleged student aid fraud investigations including activities related to subsequent referrals to the U.S. Department of Education and/or the U.S. Office of Inspector General; and

12.10 It will comply with applicable consortium and/or contractual requirements between the eligible home school and eligible or ineligible host school as defined in federal regulations summarized by U.S. Department of Education in the FSA Student Handbook for the applicable year.

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13. Administrative Requirements. Both parties affirm that UVA-WISE maintains a Standard Academic Year (SAY) schedule. Therefore, Appalachian College of Pharmacy affirms that none of its enrollment periods for students under this agreement, overlap with UVA-WISE's enrollment periods (i.e., a student may not be enrolled simultaneously for class at UVA-Wise and class at Appalachian College of Pharmacy).

IN WITNESS WHEREOF, the parties understand their obligations as set forth herein, and have executed this Agreement as of the dates set for below.

**University of Virginia's
College at Wise**
By: [Signature]
Name: Donna Henry
Title: Chancellor
Date: 10/16/2018

**Appalachian College of
Pharmacy**
By: [Signature]
Name: MICHAEL G. MCGLOTHLIN
Title: PRESIDENT
Date: 10/16/2018

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