

## Geisinger Commonwealth School of Medicine and Marywood University

This agreement dated July 1, 2020 is between Geisinger Commonwealth School of Medicine, a non-profit corporation organized under the laws of the Commonwealth of Pennsylvania with a usual place of business in Scranton, hereinafter called Geisinger Commonwealth, and Marywood University, a non-profit corporation organized under the laws of the Commonwealth of Pennsylvania with a usual place of business in Scranton.

Geisinger Commonwealth and Marywood University hereby agree to cooperate in the establishment and operation of the Marywood University Premedical Scholars Program ("the Program") under which eligible Marywood University students will be invited to interview at Geisinger Commonwealth for possible admission to its Doctor of Medicine (MD) program. The criteria to be interviewed at Geisinger Commonwealth are as follows:

- 1. Students must complete the application and submit the required materials to Marywood University for acceptance into the Program.
- 2. Thereafter an interview to Geisinger Commonwealth's medical program will be contingent upon:
  - a. Submitting an AMCAS application to Geisinger Commonwealth in the year preceding desired entry as a first-year medical student.
  - b. Submitting the Geisinger Commonwealth secondary application in the year preceding desired entry as a first-year medical student.
  - c. Achieving a cumulative grade point average (GPA) of at least a 3.5 on a scale of 4.00 in biology, organic chemistry, inorganic chemistry, and physics (and any other required course determined by Geisinger Commonwealth) at Marywood University.
  - d. Achieving a cumulative grade point average (GPA) of at least a 3.5 on a scale of 4.00 in the science courses at Marywood University.
  - e. Achieving a cumulative GPA of at least 3.5 for all courses completed at Marywood University.
  - f. Having no grade in any course below a "C" at Marywood University.
  - g. Achieving a score of 509 or higher on the Medical College Admissions Test (MCAT) with a score of at least 126 in each section.
  - h. Submitting a committee letter endorsing the candidate from the faculty at Marywood University.
- 3. Geisinger Commonwealth will determine acceptance into the Doctor of Medicine (MD) Program after completion of the interview through its existing process of holistic admission.
- 4. All program requirements and standards will be published in the respective academic catalog of each institution.

- 5. Each institution will be solely responsible for its own tuition and other fees and its own policies, procedures and handbooks applicable to students attending that college.
- 6. A faculty member at Marywood University will act as academic advisor to students and will serve as the liaison with the Geisinger Commonwealth admissions office on all aspects of the Program.
- 7. The Associate Dean of Admissions, Enrollment Management, and Financial Aid (Geisinger Commonwealth) and the Pre-Health Advisor (Marywood University) will communicate at the beginning of each fall term to discuss recruiting, entrance requirements, and any other concerns that either may have about the Program. Other communications between them may be scheduled as needs arise. Geisinger Commonwealth and Marywood University agree to publicize the Program outlined in this agreement.
- 8. Each party hereby agrees to indemnify and hold harmless the other party against any and all losses, damages, liabilities and other expenses of every kind and nature, including reasonable attorney's fees, sustained by or incurred by the other party as a result of any debts, actions, causes of action, claims, suits liabilities, obligations or damages whatsoever resulting from the indemnifying party's (i) breach or default under this Agreement; and (ii) the gross negligence or willful misconduct of the indemnifying party. The right to indemnification set forth herein shall be in addition to and not in derogation of any other rights contained in this Agreement. Each party shall promptly notify the other party of any action commenced or claim made or threatened against the notifying party arising from the indemnifying party's conduct. The indemnifying party may assume the defense of, and may settle that part of any such action commenced against the notifying party which relates to the indemnifying party's indemnification, and the indemnifying party may take such other steps as may be necessary to protect itself. If the indemnifying party assumes such defense, the notifying party shall have the right to participate in such defense at the notifying party's expenses and through counsel of its own choice. If the indemnifying party does not assume such a defense, the notifying party may take such other steps as may be necessary to protect itself. In such a case, the notifying party shall conduct the proceedings through its own counsel, but the indemnifying party shall have the right to participate through counsel of its own choice. The assumption of such defense by the notifying party shall in no way affect the indemnification by the indemnifying party of all liabilities and expenses. The indemnifying party shall not be liable to the notifying party on account of any settlement of any such claim or litigation effected without the indemnifying party's consent.
- 9. This agreement shall go into effect on July 1, 2020 and shall continue until terminated by either party. Either institution may terminate this agreement in any year, without cause, provided that the terminating institution has given the other institution written notice at least six (6) months prior to the effective date of such termination and further provided that termination may occur only at the end of the full academic year. Either institution may terminate this agreement for cause upon ten (10) days advance written notice.
- 10. Both institutions represent and agree that they are and shall remain during the term of this agreement accredited by the Middle States Association of Schools and the Liaison Committee on Medical Education (Geisinger Commonwealth). Each party further represents

- and warrants to the other that it is duly commissioned by the appropriate state governing authorities to offer post-secondary educational degrees.
- 11. This Agreement is being executed within the Commonwealth of Pennsylvania, and the parties agree that this Agreement shall be interpreted under the laws of the Commonwealth.
- 12. All notices or other communications made or given hereunder shall be in writing and shall be deemed made or given three business days after deposit in the U.S. Mail in an envelope, postage prepaid, registered or certified mail, and addressed as follows:

## If to Geisinger Commonwealth:

Steven Scheinman, MD President and Dean

Geisinger Commonwealth School of Medicine 525 Pine Street Scranton, PA 18509

## If to Marywood University:

Sister Mary Persico, IHM, EdD President

Marywood University 2300 Adams Avenue Scranton, PA 18509

## With copy to:

Michelle Schmude, EdD, MBA Associate Dean of Admissions, Enrollment Management, & Financial Aid Geisinger Commonwealth School of Medicine 525 Pine Street Scranton, PA 18509

## With copy to:

Deanne Dulik Garver, PhD
Director of Pre-Health Programs
Chair, Department of Science, Mathematics, and Computer Science
Marywood University
2300 Adams Avenue
Scranton, PA 18509

Ann Boland Chase, MA Vice President for Enrollment Services and Student Success Marywood University 2300 Adams Avenue Scranton, PA 18509

# EXECUTED AS OF THE DAY AND YEAR ABOVE WRITTEN:

By:	Date:	
Steven Scheinman, MD		
President and Dean		
Geisinger Commonwealth School of	Medicine	
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By:	Date:	
Sister Mary Persico, IHM, EdD		
President		
Marywood University		