

CONFIDENTIAL

Preferred Admission Program

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF MISSISSIPPI
AND
MISSISSIPPI STATE UNIVERSITY**

THIS AGREEMENT is made and entered into on the 31st day of March, 2020 (the "Effective Date") by and between the University of Mississippi School of Pharmacy with a principal address at University, Mississippi, 38677 (MISSISSIPPI) and Mississippi State University (MISSISSIPPI STATE) with a principal address at Mississippi State, MS 39762. MISSISSIPPI and MISSISSIPPI STATE will seek to develop and implement a mutually beneficial collaboration consisting of, but not limited to, the following areas of cooperation:

1. The purpose of this agreement is to provide prioritized admission to MISSISSIPPI for pre-pharmacy students at MISSISSIPPI STATE with high academic performance through the University of Mississippi School of Pharmacy Preferred Admission Program.
2. Progression and retention criteria for students accepted into the Preferred Admission Program include:
 - a. Maintain continuous enrollment in MISSISSIPPI STATE
 - b. Taking all required pre-pharmacy courses at MISSISSIPPI STATE. The only exception for this is in the case of a course not available at MISSISSIPPI STATE. If a course required for admission into MISSISSIPPI is not offered at MISSISSIPPI STATE, the student may take the course at MISSISSIPPI or another Mississippi four-year university that has been previously approved by MISSISSIPPI.
 - c. Achieve a minimum cumulative GPA of 2.75 (on a 4.0 scale) on all pre-pharmacy courses required for admissions to MISSISSIPPI throughout the entirety of the student's inclusion in the Preferred Admission Program.
 - d. Earn at least a grade of C in each required course (no C-, D, or F grades in required courses)
 - e. Students failing to meet or comply with the above will be dismissed from the Preferred Admission Program. These students may still apply for regular admission to MISSISSIPPI following completion of pre-pharmacy courses.
3. Students will be given the opportunity to transfer courses completed during the first year at MISSISSIPPI back to MISSISSIPPI STATE for Bachelor of Science degree completion.
4. This Agreement may be terminated by either party's giving ninety (90) days written notice to the other party.
5. The parties agree to treat as confidential and not disclose to any third party without prior written consent of the other party, information or data that is identified confidential

("Confidential Information"). Excluded from this obligation of confidentiality is information which:


- a. was known to the recipient as evidenced by written documents prior to the date of disclosure by a party hereto;
- b. was subsequently disclosed to recipient by a third party who has a right to disclose such information;
- c. was public knowledge prior to disclosure or became public knowledge subsequent to disclosure other than through acts or omissions attributable to recipient; or
- d. was independently discovered by the recipient without any reference to the other party's Confidential Information as evidenced by its written documents.


Notwithstanding any provision to the contrary contained herein, it is recognized that the Parties are public agencies of the State of Mississippi and are subject to the Mississippi Public Records Act, §§25-61-1, *et. seq.*, Miss. Code Ann. If a public records request is made for any Confidential Information provided to either Party pursuant to this agreement, that Party shall promptly notify the disclosing party of such request. The disclosing party shall promptly institute appropriate legal proceedings to protect its Confidential Information. No Party to this agreement shall be liable to the other Party for disclosures of Confidential Information required by Court order or required by law.

6. MISSISSIPPI STATE will own all rights, titles and interests in and to any inventions, whether or not patentable, invented solely by employees of MISSISSIPPI STATE. MISSISSIPPI will own all rights, titles and interests in and to any inventions, whether or not patentable, invented solely by employees of MISSISSIPPI. Rights, titles and interests in and to inventions, whether or not patentable, invented jointly by employees of MISSISSIPPI STATE and MISSISSIPPI will be owned jointly by MISSISSIPPI STATE and MISSISSIPPI, each party having an equal and undivided interest.
7. The term of this Agreement is five (5) years after the Effective Date and may be extended in writing by mutual agreement of the Parties. The Agreement may be terminated by either Party with a minimum of 90 days written notice to the other Party.
8. Delivery of an executed counterpart of a signature page to this Agreement by e-mail shall be effective as delivery of a manually executed counterpart of this Agreement.
9. Either Part may be relieved of its obligations herein if the State Legislature fails to appropriate funds necessary to perform.

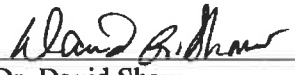
IN WITNESS WHEREOF, each of the parties hereto has caused this agreement to be duly executed by its legally authorized agent on the day and year indicated below.

THE UNIVERSITY OF MISSISSIPPI

By:  11/18/2020
Name: Noel E. Wilkin Date
Title: Provost and Executive Vice Chancellor

Acknowledged:
By:  11/18/2020
Name: David D. Allen Date
Title: Dean, School of Pharmacy

MISSISSIPPI STATE UNIVERSITY
By:  11-11-20
Name: Dr. Mark E. Keenum Date
Title: President

Acknowledged:
By:  11-6-20
Name: Dr. David Shaw Date
Title: Provost ad Executive Vice President