

GUARANTEED INTERVIEW PROGRAM MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into by and between **MSOM, Inc. d/b/a Meritus School of Osteopathic Medicine ("MSOM")**, and **Frostburg State University ("Partner Institution")** (collectively, the "Parties").

WHEREAS:

- A. The Partner Institution provides a robust pre-medical curriculum and dedicated advising to support students pursuing careers in medicine.
- B. MSOM is committed to recruiting highly qualified candidates for its osteopathic medical program and recognizes the value of partnering with institutions that prepare students rigorously for medical education.
- C. The parties desire to establish an arrangement that guarantees a formal interview opportunity for eligible students from the Partner Institution upon the successful completion of defined academic requirements.

NOW, THEREFORE, the parties agree as follows:

1. PURPOSE

This Memorandum of Understanding (MOU) establishes the Guaranteed Interview Program ("Program") between MSOM and Partner Institution to create a structured pathway for highly qualified students to pursue a Doctor of Osteopathic Medicine (DO) degree at MSOM.

2. PROGRAM OVERVIEW

Through this Program, MSOM will provide eligible students from the Partner Institution with a guaranteed interview for admission into its DO program, provided they meet the defined academic and admissions criteria. This collaboration aims to support aspiring medical students, foster academic excellence, and strengthen the relationship between MSOM and institutions committed to preparing students for careers in medicine.

3. ELIGIBILITY REQUIREMENTS

To be eligible for the Program, students must:

- 1) Be currently enrolled at or have graduated within the last two years from the Partner Institution at the time of application;
- 2) Present an overall and science GPA of 3.3 or higher at the time of application;
- 3) Achieve a minimum MCAT score of 500 within the last three years;
- 4) Submit a strong letter of recommendation from a Partner Institution pre-medical advisor or the Health Professional Advisory Committee on institution letterhead;
- 5) Successfully complete or be on track to complete all MSOM prerequisite coursework as published in the MSOM catalog and website prior to the start of the academic year of application;
- 6) Be in good academic, professional, disciplinary standing at the Partner Institution;
- 7) Be a U.S. Citizen or permanent resident of the United States; and

- 8) Meet all standard admissions requirements for MSOM's DO program, including any technical standards, as outlined in MSOM's official admissions policies.

Students who meet these requirements will be guaranteed an admissions interview but are not assured of acceptance into the DO program. Final admissions decisions remain at the sole discretion of MSOM's Admissions Committee.

4. MSOM COMMITMENTS

MSOM agrees to:

- 1) Provide clear, up-to-date admissions criteria and interview guidelines for the Program;
- 2) Guarantee a formal admissions interview for qualified Partner Institution students who meet the eligibility criteria;
- 3) Designate a liaison to facilitate communication and coordination between MSOM and the Partner Institution regarding Program operations;
- 4) Offer priority access to MSOM-sponsored pre-admission events, including MCAT preparation workshops, D.O. student shadowing opportunities, and other relevant activities;
- 5) Provide ongoing mentorship, advisement, and resources to support Program participants throughout the application process; and
- 6) Regularly assess the effectiveness of the Program and engage in dialogue with the Partner Institution to ensure continuous improvement.

5. PARTNER INSTITUTION COMMITMENTS

Partner Institution agrees to:

- 1) Promote and publicize the Program through its website, academic advising, and marketing channels;
- 2) Actively identify, encourage, and support eligible students in pursuing Program participation;
- 3) Provide dedicated academic advising to assist students in meeting Program requirements, including course selection and MCAT preparation;
- 4) Designate a liaison to serve as the primary point of contact between the Partner Institution and MSOM for Program coordination;
- 5) Provide ongoing mentorship, advisement, and resources to support Program participants throughout the application process; and
- 6) Regularly assess the effectiveness of the Program and engage in dialogue with the MSOM to ensure continuous improvement.

6. TERM AND TERMINATION

This MOU shall be effective from the date of final signature and shall continue for a period of five (5) years, unless terminated earlier by mutual agreement or by either party with 90 days written notice.

7. CONFIDENTIALITY

- 1) **Definition of Confidential Information:** Each party acknowledges that it may receive confidential information ("Confidential Information") from the other party in the course of this agreement. Confidential Information includes, but is not limited to:

- a. Student educational records and personally identifiable information as defined by FERPA. Partner Institution shall obtain appropriate FERPA consent from participating students before sharing their educational records with MSOM;
 - b. Proprietary institutional information, including but not limited to curriculum materials, administrative processes, and strategic plans;
 - c. Financial information of either institution or program participants;
 - d. Application materials and admission decisions; and
 - e. Any information marked as "Confidential" or which would reasonably be understood to be confidential.
- 2) **Protection of Confidential Information:** Each party agrees to:
- a. Maintain the confidentiality of such information with the same degree of care used to protect its own confidential information;
 - b. Use Confidential Information solely for the purposes of implementing this MOU;
 - c. Limit access to Confidential Information to employees, agents, or representatives with a legitimate need to know;
 - d. Comply with all applicable federal and state privacy laws, including FERPA; and
 - e. Notify the other party immediately upon discovery of any unauthorized use or disclosure;
- 3) **Exceptions:** The confidentiality obligations shall not apply to information that:
- a. Is or becomes publicly available through no fault of the receiving party;
 - b. Was known to the receiving party prior to disclosure; and
 - c. Is required to be disclosed by law or court order, provided that the disclosing party is given reasonable notice and opportunity to object.

8. NON-DISCRIMINATION

- 1) **Equal Opportunity Commitment:** Both parties agree to provide equal opportunity to all qualified individuals without discrimination on the basis of:
 - a. Race, color, or national origin;
 - b. Religion or creed;
 - c. Sex, gender identity, or sexual orientation;
 - d. Age;
 - e. Disability;
 - f. Veteran status;
 - g. Genetic information;
 - h. Any other characteristic protected by applicable federal, state, or local law.
- 2) **Compliance Requirements:** Both parties shall:
 - a. Comply with all applicable federal and state civil rights laws and regulations;
 - b. Maintain policies and procedures that promote equal opportunity;
 - c. Take prompt corrective action to address any discrimination complaints;
 - d. Ensure that all program materials and communications reflect commitment to equal opportunity;
 - e. Provide reasonable accommodations where required by law.

9. GOVERNING LAW

- 1) **Choice of Law:** This MOU shall be governed by and construed in accordance with the laws of the State of Maryland, without regard to its conflict of law provisions.
- 2) **Jurisdiction and Venue:** Any legal action arising from or relating to this MOU shall be brought exclusively in the state or federal courts located in Washington County, Maryland, and both parties consent to the jurisdiction of such courts.
- 3) **Compliance with Laws:** Both parties shall comply with all applicable federal, state, and local laws, regulations, and accreditation requirements in the performance of this MOU.

10. FINANCIAL RESPONSIBILITIES

- 1) **General Expenses:** Each party shall bear its own costs and expenses related to:
 - a. Program administration and oversight;
 - b. Marketing and promotion;
 - c. Staff and faculty time;
 - d. Facilities and resources used for program activities; and
 - e. Development and provision of educational materials.
- 2) **Student Costs:**
 - a. Students shall be responsible for all standard tuition, fees, and expenses associated with their enrollment at their respective institutions.
 - b. MSOM application fees and deposits shall be clearly communicated to program participants.
 - c. Any financial aid or scholarships shall be administered according to each institution's standard policies and procedures.
- 3) **Shared Expenses:**
 - a. Any expenses to be shared between the parties must be agreed upon in writing in advance.
 - b. Neither party shall commit the other to any financial obligation without prior written consent.
 - c. Detailed accounting of any shared expenses shall be maintained and available for review by either party.
- 4) **Program-Specific Costs:**
 - a. MCAT workshops and other pre-admission event costs shall be borne by MSOM unless otherwise agreed.
 - b. Each institution shall bear the costs of its own faculty mentors and advisors.
 - c. Marketing materials and joint recruitment efforts shall be funded as mutually agreed upon in writing.
- 5) **Billing and Payment:**
 - a. Any agreed-upon shared expenses shall be billed quarterly.
 - b. Payment terms shall be net 30 days from receipt of invoice.
 - c. Each party shall maintain accurate financial records related to the program.

11. MISCELLANEOUS

- 1) **Amendments:** This MOU may be modified or amended by mutual written agreement of the Parties.
- 2) **No Guarantee of Admission:** This MOU guarantees only an admissions interview opportunity for eligible candidates who meet all specified criteria. It does not guarantee, promise, or imply admission to MSOM's Doctor of Osteopathic Medicine program. Final admission decisions remain at the sole and absolute discretion of MSOM's Admissions Committee, which retains full authority to accept or deny any applicant based on a holistic review of their qualifications,

regardless of their participation in this Program. No right to admission shall be created by this MOU, and Partner Institution shall clearly communicate this limitation to all Program participants.

SIGNATURES

For **Meritus School of Osteopathic Medicine:**

Signed by:
Signature: Brian Kessler Date: 10/1/2025
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Name: Dr. Brian A. Kessler, DO, DHA, MS, FACP dist.
Title: Dean and Chief Academic Officer

For **Partner Institution:**

Signature: Mike Blute Date: 9/22/25
Name: Dr. Michael B. Mathias
Title: Provost and SR VP for Academic & Student Affairs