



MEMORANDUM OF UNDERSTANDING
Between
WESTERN ATLANTIC UNIVERSITY SCHOOL OF MEDICINE, LTD
and
FROSTBURG STATE UNIVERSITY

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into by and between WESTERN ATLANTIC UNIVERSITY SCHOOL OF MEDICINE, LTD. ("WAUSM") and FROSTBURG STATE UNIVERSITY ("FSU") (each a "Party" and collectively the "Parties").

WAUSM is a private school of medicine duly organized and existing under the laws of The Commonwealth of The Bahamas with its principal campus located at 1 Western Drive, Freeport, Grand Bahama, The Bahamas.

FSU is a public institution accredited by the Middle States Commission on Higher Education (MSCHE) with its principal campus located at 101 Braddock Road, Frostburg, MD 21532.

RECITALS

WHEREAS, FSU offers a Bachelors of Science Degree in Health Science Major with a Pre-Medical track that prepares students for pursuing a Doctor of Medicine degree ("MD");

WHEREAS, WAUSM desires to identify students demonstrating high academic achievement, leadership, and resilience who are interested in pursuing a Doctor of Medicine (MD) degree and provide those students with more certainty and a streamlined opportunity to earn their MD; and,

WHEREAS, FSU and WAUSM have reviewed each other's respective curriculums and agree it would be beneficial to establish a collaborative pathway through which eligible FSU students may be granted conditional admission to the Medical School, subject to the fulfillment of mutually agreed academic, professional, and admissions requirements;

NOW, THEREFORE, in consideration of the mutual covenants contained herein the Parties agree as follows:

1. CONDITIONAL ADMISSION

Students enrolled at FSU will be eligible for Conditional Admission by WAUSM upon meeting the following criteria:

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A. Academic Benchmarks:

1. Conferral of a Bachelor of Science in Health Sciences Degree by FSU.
2. Completion of the FSU requirements for pre-med track with Health Sciences Degree
3. Overall Undergraduate GPA of 3.2.
4. Completion of the WAUSM Prerequisite Coursework with a minimum undergraduate GPA of 3.0 in those courses.
5. Minimum MCAT score of 490.
6. Letter of recommendation from program director.

B. Additional Criteria:

1. Satisfactory completion of the WAUSM application process, including timely submission of all required application materials and completion of required interviews.
2. Maintain good standing and professional and academic standards of integrity.
3. Meet the WAUSM Technical Standards and all other WAUSM admission requirements including a satisfactory background check.

2. ADMISSIONS PROCESS

A. Application Process:

1. **Process:** Students interested in conditional admission must apply to WAUSM through WAUSM's standard application process and must indicate they are a student at FSU.
2. **Review:** Applications from eligible students will be reviewed holistically and based on the benchmarks outlined in Section 1.
3. **WAUSM Discretion:** While WAUSM agrees to offer conditional admission to students meeting the specified criteria, final admission decisions remain at the sole discretion of WAUSM's admissions committee. WAUSM retains the right to deny admission to any student who fails to meet all requirements, or who is deemed unsuitable for admission based on the complete application review.

B. FSU Responsibilities:

1. **Student Information:** FSU agrees to provide WAUSM with accurate and timely information regarding student academic performance and to verify the students' satisfactory completion of coursework, standing, and GPA.
2. **WAUSM Admission Information:** FSU agrees to inform students of the conditional admission arrangement with WAUSM and the associated requirements.
3. **WAUSM Presentation at FSU Campus:** Provide an on-campus presentation session to WAUSM for an in-person recruitment and advisory session at least once a year

C. Mutual Responsibilities:

1. **Periodic Review:** This Agreement, the Benchmarks, and linkage terms shall be reviewed periodically by the Parties to evaluate this MOU and discuss any related problems and make any necessary revisions to this MOU.

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2. **Notification Of Changes:** FSU shall inform WAUSM in writing of changes in the academic curriculum, availability of learning opportunities, staff that may adversely affect the academic preparation or outcomes of students in the Program, and any adverse changes to FSU's accreditation status or legal authority to operate. WAUSM shall inform FSU in writing of changes to its admission requirements and technical standards.

3. RESERVED SLOTS

- A. **Admissions Slots:** WAUSM will reserve a minimum of five (5) admission slots each calendar year for FSU students meeting the requirements for conditional admission.
- B. **Interview Slots:** All FSU students awarded a BS degree who have completed the WAUSM Prerequisite Coursework with a minimum undergraduate GPA of 3.0 in those courses and achieved a minimum MCAT score of 490 and apply to WAUSM will be offered an interview slot.

4. TERM AND TERMINATION

- A. **Term:** This MOU shall become effective on the date it is fully executed by both Parties (the "Effective Date") and shall remain in effect for a period of three (3) years (the "Initial Term") from the Effective Date. Upon expiration, this MOU shall automatically renew for an additional three (3) year period, unless either Party provides written notice of its intent not to renew at least ninety (90) days prior to expiration.
- B. **Termination:** This MOU will terminate for cause immediately if either Party's accreditation or legal authority to operate is terminated, revoked, or suspended. It may also be terminated for cause by either Party if the other Party (the "Breaching Party") fails to perform any of its obligations under this MOU, breaches any term of this MOU, or engages in conduct that materially affects the interests of the terminating Party and fails to remedy the breach within thirty (30) days of written notice. Either Party may also terminate this MOU at any time with or without cause by providing ninety (90) days written notice.
- C. **Effect of Termination on Students:** Upon termination, all students enrolled at FSU meeting the requirements of Section 3.B. above and submit an application to WAUSM prior to the date of termination will receive guaranteed interviews and, at WAUSM's sole discretion, be considered for conditional admission if they meet the benchmarks and criteria in Section 1.

5. MARKETING AND INTELLECTUAL PROPERTY

- A. **Preapproval:** WAUSM and FSU may market the Program according to jointly pre-approved marketing/recruitment materials, including but not limited to, promotional articles, social media posts, partnership pages, and other promotional material.
- B. **Trademarks:** Each Party acknowledges and agrees that the use of a Party's trademarks, tradenames, logos, copyrights, patents, or any other intellectual property in the furtherance of this MOU or otherwise, without the express written consent of the owner, is strictly prohibited.

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6. ADDITIONAL TERMS AND CONDITIONS

- A. **Confidentiality:** Both Parties agree to maintain confidentiality in accordance with applicable laws including FERPA and HIPAA. FSU shall obtain all necessary student consents prior to sharing student records or personally identifiable information with WAUSM. WAUSM shall use student information received from FSU solely for the purposes of evaluating applications under this MOU and shall implement reasonable safeguards to protect such information.
- B. **Financial Responsibility:** Nothing in this MOU shall be construed as creating or transferring financial responsibility from one Party to another.
- C. **No Payments:** No payments shall be made between the Parties or to the students in connection with this MOU.
- D. **Relationship of the Parties:** This MOU is not intended to create an agency, employee, or partnership relationship between the Parties.
- E. **No Special Damages:** Neither Party shall be liable for any indirect, incidental, or consequential damages incurred by the other.
- F. **No Third Party Beneficiaries:** This Agreement is for the benefit of the Parties only.
- G. **Severability:** The invalidity of any provision of this MOU shall not affect the remainder.
- H. **Governing Law:** This MOU shall be governed by and construed in accordance with the laws of the State of Maryland.
- I. **Headings:** Headings are for convenience only.
- J. **Entire Agreement:** This MOU constitutes the entire agreement and may be modified only by mutual written agreement.
- K. **Amendments:** Any amendment must be in writing and signed by both Parties.
- L. **Non-Binding Nature:** This MOU expresses mutual understanding and is non-binding except for Sections 4, 5, and 6.

7. CONTACT INFORMATION

Any notice under this Agreement shall be in writing and sent to the applicable party at the address set forth below. A party may change its notice address by giving written notice of the change to the other party in accordance with this Section.

If to WAUSM: Paula S. Wales, Ed.D.

Western Atlantic University School of Medicine
2 Broad Street, Suite 303
Bloomfield, NJ 07003

Phone: +1.833.639.2876

Email: PWales@WAUSM.education

With Copy to: Legal@WAUSM.education

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If to FSU:

William Seddon
Frostburg State University
101 Braddock Road
Frostburg, MD 21532

Phone: 301-687-4707
Email: wseddon@frostburg.edu

Karen Keller
Frostburg State University
101 Braddock Road
Frostburg, MD 21532

Phone: 301-687-4174
Email: klkeller@frostburg.edu

SIGNATURE PAGE FOLLOWS

Memorandum of Understanding

IN WITNESS WHEREOF, the Parties have set their hands to the foregoing Memorandum of Understanding and Articulation Agreement by their duly authorized representatives as of the date last signed below (the "Effective Date").

WESTERN ATLANTIC UNIVERSITY SCHOOL OF MEDICINE

By:  Date: July 8, 2026
Paula S. Wales, EdD
Senior Vice President, Academic Affairs and Provost

FROSTBURG STATE UNIVERSITY

By:  Date: 7-9-26
William Seddon, Ph.D.
Professor

By:  Date: 7-9-26
Karen Keller, Ph.D.
Professor

By:  Date: 7/9/26
Michael Mathias, Ph.D.
Provost, Senior Vice President for Academic & Student Affairs