

AFFILIATION AGREEMENT BETWEEN
THE GEORGE WASHINGTON UNIVERSITY
AND LORD FAIRFAX COMMUNITY COLLEGE

This Affiliation Agreement (this "Agreement") is made this day, June 30, 2005 between THE GEORGE WASHINGTON UNIVERSITY, a District of Columbia educational institution chartered by an Act of Congress, through its unincorporated division, The George Washington University School of Medicine and Health Sciences ("GWUMC" or "University") and the LORD FAIRFAX COMMUNITY COLLEGE ("LFCC") a Virginia educational institution.

RECITALS:

- A. Whereas, the LFCC and GWUMC desire to collaborate to offer a career pathway that will provide students at LFCC an opportunity to enter a Bachelors of Science in Health Sciences in pharmacogenomics ("BSHS Program") at GWUMC which will in turn lead to the opportunity to be eligible for the Doctor of Pharmacy Program at Shenandoah University provided the LFCC student meets the criteria for moving forward at each degree level;
- B. Whereas, this career pathway project will provide an opportunity for students in Virginia to gain access to a career in the biotechnology field in order to better serve the residents of Virginia;
- C. Whereas, this career pathway project is also consistent with meeting the workforce needs of the biotechnology industry that has had significant growth with that growth projected to continue and firms needing individuals that have knowledge and skills in the area of pharmacogenomics and pharmacy; and
- D. Whereas, both LFCC and GWUMC will be responsible for ensuring that the quality of their academic offerings and processes for administering their respective programs are consistent with their institutional policies and procedures and that each institution will meet the accreditation criteria applicable to their program;

NOW THEREFORE, in consideration of the above recitals, the terms and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for their mutual reliance, the parties hereto agree as follows:

RESPONSIBILITIES OF LFCC.

- A. General. LFCC will offer students in its Associate in Science degree program a specialty track in pharmacy science ("Specialty Track Program"). The Specialty Track Program will consist of appropriate coursework as determined by LFCC and will include the prerequisite course content required for admission to the BSHS Program.
- B. Admission. Students from LFCC who successfully complete the requirements for admission to the BSHS Program will be reviewed by an admissions committee comprised of equal numbers of LFCC and GWUMC faculty to be appointed by the respective deans of each institution. The admission committee will select up to five students for admission to the program.

- C. Coordination. LFCC will identify a coordinator who will manage administrative matters for the collaborative efforts of the parties pursuant to *this* Agreement will work with a coordinator from GWUMC.
- D. Advisement. LFCC will permit GWUMC faculty to meet with and help advise LFCC students about the BSHA Program and its admission requirements.
- E. Marketing. LFCC will market the BSHS Program with GWUMC and will approve marketing materials for inclusion in LFCC student brochures and bulletins.
- F. Advisory Group. LFCC will identify three (3) faculty/administrative representatives to serve on an advisory group that will review the success of the collaborate efforts of the parties and make recommendations to enhance the collaboration.

RESPONSIBILITIES OF GWUMC.

- A. General. GWUMC will reserve an agreed upon number of placements in the BSHS Program for LFCC students who satisfy the requirements for admission. LFCC students who meet the admissions criteria will be reviewed by an admissions committee comprised of LFCC and GWUMC faculty (who will be selected by the respective deans of each institution) which will determine the selection of applicants.
- B. Advisement. GWUMC will provide information sessions about the BSHS Program at least once a semester for prospective LFCC students.
- C. Coordination. GWUMC will identify a coordinator who will manage administrative matters for the collaborative efforts of the parties pursuant to this Agreement and will work with a coordinator from GWUMC.
- D. Advisory Group. GWUMC will convene an advisory group with representatives from LFCC, GWUMC and Shenandoah University, the members of which will be determined by each schools respective dean, to review the success of the collaborative efforts that are the subject of this Agreement and to make recommendations to enhance the collaboration.
- E. Marketing. GWUMC will provide marketing material to LFCC students and prospective students about the BSHS Program and will include information about the Specialty Track Program in GWUMC brochures and bulletins.

GENERAL PROVISIONS

- A. Term and Termination. The term of this Agreement shall be from July 14, 2005. Notwithstanding the foregoing, either party may terminate this Agreement for any reason upon forty-five (45) days prior written notice to the other party.
- B. Notices. All notices, demands or other writings to be given, made or sent under this Agreement shall be deemed to have been fully given, made or sent when made in writing and deposited in the United States mail or transmitted by commercial expedited delivery service, registered and postage prepaid, and addressed to the relevant Party at the address set forth below.

To GWU: Senior Associate Dean for Health Sciences Programs
The George Washington University School of Medicine and
Health Sciences
2300 Eye Street, .W. Suite 721
Washington, D.C. 20037

To: Dean of Learning for Science and Health Professions Lord Fairfax
Lord Fairfax Community College
173 Skirmisher Lane
Middletown, VA 22645

C. Monies. There will be no exchange of monies for any of the collaborative efforts that are the subject of this Agreement.

D. Miscellaneous.

1. Assignment. This Agreement is not assignable or transferable by any party without the prior written consent of the other party.
2. Non-Discrimination. The parties hereto shall abide by all applicable federal state, and local laws and regulations and University policies or statements prohibiting unlawful discrimination against any student on the basis of race, religion, sex, creed, national origin, or disability.
3. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been a part of the Agreement, and the remaining provisions shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of the Agreement.
4. Waiver. Waiver by any party of any breach of any provision of this Agreement or representation herein set forth shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right here upon shall not operate as a waiver of such right. All rights and remedies provided for herein are cumulative.
5. Entire Agreement. This Agreement contains all the terms and conditions agreed upon by the Parties regarding the subject matter of the Agreement and supersede any prior agreements, releases, or stipulations, oral or written, and all other communications between the Parties relating to such subject matter.
6. Amendment. This Agreement may be amended by the written agreement of the parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the date first above written.