

COLLABORATIVE EDUCATIONAL ATTAINMENT AGREEMENT

University of Appalachia

and

The University of Virginia's College at Wise

THIS COLLABORATIVE EDUCATIONAL ATTAINMENT AGREEMENT, hereinafter "Agreement" entered into on the date executed as hereinafter set forth, by and between the University of Appalachia (University) and The University of Virginia's College at Wise (College) stipulates as follows:

1. The University is a private, non-profit educational institution incorporated in and under the laws of the Commonwealth of Virginia with its principal place of business being in Buchanan County, Virginia.
2. The College is a public, non-profit educational institution incorporated in and under the laws of the Commonwealth of Virginia with its principal place of business being in Wise, Virginia.
3. Each institution understands that the approval of its governing board will be required before this Agreement will take effect.
4. The purpose of this Agreement is to create non-exclusive collaborative arrangements pursuant to which the educational offerings of each institution will be more readily available to the students of the other, and to collaborate where feasible in pharmacy education and any other fields of study which will further their joint educational goals and improve the quality of life in the region.
5. The University stipulates that for the duration of this Agreement it is not conferring undergraduate degrees in any fields of study now being offered by the College.
6. The College likewise stipulates that for the duration of this Agreement it is not conferring graduate degrees in any fields of study now being offered by the University.
7. The parties agree that the University shall provide to students who successfully complete the College's three-year pre-pharmacy program preferential admission to the University's three-year doctor of pharmacy degree program in order to make available a "three-plus-three" joint Bachelor of Science and Doctor of Pharmacy program.
8. As used in this Agreement "preferential admission" does not include unlawful discrimination or any other conduct prohibited by law; however, the term "preferential admission" does mean that when a College applicant's qualifications equal or exceed those of other applicants who are applying from institutions that do not have collaborate agreements with the University, such College applicants will be given preference for slots in the University's doctor of pharmacy program.

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9. The parties further stipulate that this Agreement shall not preclude either of them from entering into similar agreements with other institutions of higher learning but that each shall inform the other prior to doing so for proper coordination of its respective programs.
10. This Agreement is strictly voluntary and either party may opt out upon providing the other with adequate written notice that will allow students then enrolled in joint programs to complete their studies and receive any degrees that they have earned.
11. This Agreement, although non-exclusive, does anticipate that the parties hereto will provide each other with the appropriate information, resources and expertise in order to maximize the benefit of their respective joint programs to students in particular and the community at large.
12. The University agrees to provide annually a list of its graduates who transferred from the College into the pharmacy program.
13. This Agreement may only be modified in writing by written amendment signed by the authorized agents of the parties hereto.
14. This Agreement has been jointly negotiated and drafted by the parties hereto and no party hereto shall have the terms of same construed as if drafted solely by it.

WITNESS the following signatures and seals dated the _____ day of _____, 2005.

Dean and President
University of Appalachia

Provost and Senior Vice Chancellor
The University of Virginia's College at Wise