The agreement is made and entered into this 14th day of October, 2011, by and between The Curators of the University of Missouri, a public corporation on behalf of the University of Missouri-Kansas City (hereinafter referred to as UMKC) and the Board of Governors of the Missouri State University (hereinafter referred to as MSU), a public institution of higher education.

Witnesseth

Whereas, UMKC operates a School of Pharmacy (SOP) that provides a doctor of pharmacy degree program; and

Whereas, MSU provides an educational location in an area of need for pharmacists; and

Whereas, multiple interactions with a variety of constituents have identified the need for pharmacists and the possibility of an extended pharmacy education program in the southern Missouri region; and

Whereas, both UMKC and MSU have a mutual interest in training pharmacists to serve the healthcare needs in the southern region of Missouri; and

Whereas, the extension of the Doctor of Pharmacy Program from the UMKC to the MSU campus is a beneficial endeavor for both universities and the state;

Now, therefore, in consideration of the premises and the mutual agreements and covenants of the parties herein and the benefits to be derived therefrom, the parties hereto agree as follows:

1. Definitions
   In addition to any other terms defined elsewhere in this Agreement, the terms used in this Agreement shall have the following meanings:
   a. “Dean” shall mean the person employed by UMKC as the Dean of the UMKC SOP and is the primary administrator for the UMKC SOP program faculty and the academic program;
   b. “Assistant/Associate Dean” shall mean the person employed by the UMKC SOP as the local chief academic officer for programmatic issues at the UMKC SOP at MSU (Springfield);
   c. “Faculty” shall mean the faculty employed by the UMKC SOP to specifically serve the needs of the UMKC SOP at MSU (Springfield) site;
   d. “Staff” shall mean the staff employed by the UMKC SOP to specifically serve the needs of the UMKC SOP at MSU (Springfield) site;
   e. “Student” shall mean a UMKC pharmacy professional degree seeking student assigned to the UMKC SOP at MSU (Springfield) site.

2. Collaboration
   The parties hereby establish a collaborative relationship to train pharmacists to serve the healthcare needs in the southern region of Missouri.

3. Governance and Administration
   a. Nothing herein shall be construed as creating a joint venture between UMKC and MSU or as making either party the agent of the other. Both parties acknowledge and agree that each will maintain its separate corporate identity and continue its commitment to its mission and purposes. The parties further agree that each will retain the legal right and authority to act independently in taking various corporate actions and shall independently supervise, control, and be responsible for each of its respective operations, employees, and agents. The parties acknowledge that the sole purpose hereof is to provide for a cooperative relationship for advancing pharmacy professional education in the southern Missouri region.
   b. The parties acknowledge that the Dean shall have ultimate authority over the doctor of pharmacy program covered by this Agreement. MSU acknowledges that the degree is conferred by UMKC. Governance is assigned to the UMKC School of Pharmacy and the Collected Rules and Regulations of the University of Missouri system.
   c. If not prohibited by accreditation requirements, UMKC will explore the opportunities and possibilities for a diploma that recognizes MSU’s contribution.
   d. UMKC is responsible for accreditation and the parties acknowledge that the governance and administration of the program will comply with the standards of the Accreditation Council for Pharmacy Education.

4. UMKC SOP at MSU (Springfield) faculty appointments
   a. UMKC SOP faculty who participate directly in the instructional efforts and program delivery to the MSU (Springfield) location will be:
      1. governed by the rules & regulations of the University of Missouri, the UMKC School of Pharmacy, and the relevant UMKC SOP Division; and
2. will follow the UMKC SOP Promotion and Tenure guidelines; and
3. report to the Dean of the UMKC SOP as do other faculty (through appropriate division chair).

b. MSU agrees to provide courtesy adjunct appointments in the MSU College of Health and Human Services to UMKC SOP at MSU (Springfield) faculty following the normal review and approval processes at MSU.

5. Curriculum and class scheduling
   a. The UMKC Doctor of Pharmacy program offered at MSU (Springfield) will be the accredited professional degree curriculum.
   b. UMKC is the degree granting institution, and the UMKC SOP shall have responsibility for complete administration of the program, including the scheduling of courses.
   c. UMKC SOP classes will follow the UMKC SOP academic calendar.
   d. MSU courses may be taken as part of the UMKC doctor of pharmacy curriculum in the event that
      1. the MSU courses are not offered and available through UMKC to the students at the MSU location; and
      2. approval for inclusion of the MSU course in student(s) curriculum has been obtained through the UMKC SOP curriculum committee approval process.
   e. The class scheduling for MSU-originating courses will follow the class schedule as determined by MSU. This will be reviewed annually.

6. Students
   a. Students in the UMKC SOP doctor of pharmacy program at MSU (Springfield) will generally complete courses in Springfield, but may be required to travel to the other program sites for shared experiences and curricular options not available on the MSU campus and/or available through technology.
   b. Student admission, progression, and graduation shall be governed by the existing policies and procedures of the UMKC SOP.
   c. Students will follow the expectations and rules associated with UMKC and the UMKC SOP (e.g. minimal technical standards, disciplinary procedures, honor code). Students may be subject to MSU disciplinary procedures for violations of the MSU Student Code of Rights and Responsibilities. Students must remain in good standing at both universities.
   d. Academic advising of UMKC SOP students will be provided through the UMKC SOP. Pre-pharmacy students on the MSU campus will follow the same advising procedures as other native MSU students.
   e. Scholarships and other financial aid shall be available to eligible students enrolled in the UMKC SOP doctor of pharmacy program, including students at the MSU (Springfield) site. The UMKC SOP student affairs and the UMKC financial aid offices on the UMKC campus will assist students with scholarship and financial aid applications. Eligibility for awarding scholarships will be determined by the UMKC SOP Scholarships and Awards committee.
   f. Students will have access to student services as those afforded to full-time MSU students once accepted to the program and assigned to the MSU campus that enable them to participate in MSU activities and organizations, use the recreation facilities, library, etc.
   g. Restrictions regarding access to or dissemination of student information will be indicated in the MSU and UMKC registration systems. Communications about students in the program will be channeled through the UMKC SOP.

7. Student Fees and Tuition
   a. Tuition, fees, scholarships, and financial aid are administered through UMKC.
   b. The guidelines for tuition costs and fees will apply to all professional degree students, regardless of site.
   c. If a UMKC SOP student enrolls in an MSU approved required or elective course, then the UMKC SOP will transfer the corresponding tuition, out-of-state fees, and supplemental fees to MSU based on the total hours of enrollment at MSU.
   d. UMKC SOP students will be assessed student services fees at the full-time MSU flat rate and UMKC SOP will transfer the funds to MSU.
   e. Incidental fees incurred at MSU, such as parking, charges on the MSU student card, residential hall fees will be billed to the student in the same manner as native MSU students.
   f. UMKC courses and the semester credit hours will be credited to the appropriate UMKC departments. All courses taken prior to a student’s formal admission to the UMKC Pharmacy program at MSU are paid to MSU in the same manner as other native MSU students. Students admitted to the UMKC Pharmacy program will pay all the regular fees to UMKC.
   g. MSU courses that are taken outside of the approved doctor of pharmacy curriculum will not be covered by students’ flat rate tuition and fees paid to UMKC.

8. Student head count and student credit hours
   a. Student head count and student credit hours will be credited to the UMKC SOP.
   b. Students will be enrolled in non-graded place-holder courses at MSU for each term that the student is allowed to register for the doctor of pharmacy course work until the degree is completed.
   c. The Doctor of Pharmacy degree will be granted by UMKC and all course work will be transcribed at UMKC, including approved MSU courses.
   d. All pharmacy courses will be provided by the UMKC School of Pharmacy. The UMKC Registrar’s Office, in conjunction with UMKC staff and the appropriate cashier’s office will establish processes to record all course work as UMKC course work on the students’ transcripts, bill students through UMKC and record workload with the faculty member’s home department and campus. UMKC faculty will be provided courtesy adjunct appointments in the UMKC SOP following the normal review and approval processes at UMKC.

9. Space
   a. The parties will negotiate a separate agreement regarding the acquisition and/or development of space which will include provision for nine faculty offices, two to three staff offices, a minimum of three long-distance education classrooms, four to five conference rooms with videoconferencing technology, multi-functional space for labs and simulation rooms, access to auditorium space, student study space, and other needs related to program delivery.
   b. Space accommodations will have to be enumerated at prevailing costs that are consistent with other renovated or new space on campus, depending upon the selected option (renovated or new).
   c. A letter of intent will be developed and executed no later than December 31, 2011 that will set forth the conditions for the space development and lease document. MSU will facilitate the space development and lease negotiation process.
   d. Space reassessment will occur on a regular basis to accommodate changes in student enrollment and other programmatic needs.
10. Technology infrastructure and support
   a. The pharmacy courses that are not physically offered on the MSU campus will be transmitted via electronic media that allows for a parallel didactic experience with the pharmacy students attending UMKC.
   b. UMKC and MSU will negotiate an agreement regarding technology support and personnel for classrooms and for UMKC SOP doctor of pharmacy program-supported computers.
   c. Distance education costs and staffing levels will be considered as expenses to the UMKC School of Pharmacy and will be reviewed annually.

11. Program income and expenses
   a. UMKC will receive all income related to the doctor of pharmacy program.
   b. UMKC will transfer funds to MSU to the Financial Services Office at the end of each academic term in accordance with item 7c.
   c. The UMKC SOP and MSU will negotiate an agreement regarding expenses related to technology support and personnel for classrooms and for UMKC SOP doctor of pharmacy program-supported computers.
   d. All expenses relating to pharmacy faculty salaries and benefits, telephone and other instructional supplies will be incurred by UMKC School of Pharmacy.
   e. UMKC and MSU will reach an agreement regarding any other income and expenses.

12. Evaluation
   a. The pharmacy degree program will comply with accreditation requirements and participate in an accreditation review as required by the Accreditation Council for Pharmacy Education.
   b. Review of the collaborative relationship between the UMKC SOP and MSU:
      1. Representatives from both universities will serve on a review committee to regularly evaluate the ongoing collaborative relationship.
      2. Evaluation will occur annually for the first five years and, thereafter, at a frequency that coincides with the doctor of pharmacy program accreditation reviews, but may occur more frequently to address issues as they arise.
      3. Disputes between the two universities that are not easily settled will go to the chief academic officers on UMKC and MSU campuses.

13. Term
   This Agreement will become effective on the date when the last signature is made. The term of this agreement shall extend from such effective date until the fifth anniversary of such effective date unless terminated earlier in accordance with the provisions hereof; provided, however, this Agreement shall be automatically renewed for an additional five year term unless either party gives the other at least six months written notice prior to the expiration date of this Agreement of its intent to terminate this Agreement. Following such notice, parties agree to negotiate a plan to assist students enrolled in the program at MSU (Springfield) to complete degree requirements as outlined in the UMKC SOP accreditation document.

14. Termination of agreement
   The parties acknowledge that maintenance of its respective accreditation is essential to the continued collaborative relationship herein described. In the event either party shall lose its accreditation, the other party shall have the right to terminate this Agreement through written notice given 6 months in advance of the effective date of such termination.
   In the event either party to this Agreement shall breach a provision hereof, the nonbreaching party shall give written notice of such breach and provide a thirty (30) day time period for the breaching party to cure such breach if such breach is not cured within such time period, the nonbreaching party may, at its discretion, terminate this Agreement by the end of the current academic semester.
   In the event this Agreement is terminated, equipment, supplies, materials and educational resources shall revert to the party contributing the same.

15. Amendments
   No amendment, modification, or discharge of this Agreement and no waiver hereunder shall be valid or binding, unless set forth in writing and duly executed by the party against whom enforcement of the amendment, modification, waiver, or discharge is sought.

16. Disclaimer of Intent to Create Third Party Beneficiary Rights
   The parties to this Agreement do not intend by any provision contained herein to create any contract rights enforceable by any individual, organization or entity which is not a party to this Agreement.

Clifton M. Smart, III  Date  Steve Owens  Date
Interim President  Missouri State University  Interim President  University of Missouri System

Leo E. Morton  Date
Chancellor  University of Missouri-Kansas City