

MEMORANDUM OF AGREEMENT

Memorandum of Agreement by and between the NEW ENGLAND FOUNDATION FOR OSTEOPATHIC MEDICINE (hereafter called NEFOM), a non-profit corporation organized and existing under the laws of the Commonwealth of Massachusetts and having an established place of business in Boston in the County of Suffolk in said Massachusetts, and SAINT FRANCIS COLLEGE, a non-profit educational corporation organized and existing under the laws of the State of Maine and situated in Biddeford in the County of York and State of Maine,

W I T N E S S E T H:

INTENT:

It is the intention of both of the parties to this agreement to enter into a cooperative working relationship which will result in the establishment of a College of Osteopathic Medicine as an integral part of the educational mission of Saint Francis College. Concurrently with this affiliation and the restructuring of the educational program of the College according to the new academic plan dated April, 1975, Saint Francis College will be renamed a university and will operate under that academic form henceforth. It is understood that the terms and conditions listed here are subject to revision and final approval by each party. It is the purpose of this document to establish the basic elements of a working relationship; this relationship will be developed, through mutual effort and contribution, into a well-defined and thoroughly-documented continuing relationship.

With this understanding, the parties do hereby agree as follows:

1. That NEFOM will attempt to undertake the necessary steps to matriculate a first year class of fifty (50) students in the College of Osteopathic Medicine in the fall of 1976. Saint Francis College

will assist the NEFOM staff in preparing curriculum, obtaining accreditation and the other steps necessary to commencing instruction.

2. That Saint Francis College will provide all academic and student services required by the College of Osteopathic Medicine including instruction, class and laboratory facilities, room and board.
3. That an Office of the Dean of the College of Osteopathic Medicine will be established as soon as possible and, in any event, no later than September 1, 1975. NEFOM will pay, as incurred, all direct costs relating to the Office of the Dean; Saint Francis College will provide office space, utilities and indirect services. Beginning on September 1, 1976 the costs of the Dean's Office will become a college expense.
4. That a Dean's Advisory Committee, composed of the Dean as Chairman and four Osteopathic Physicians members of the American Osteopathic Association who will serve without remuneration, will be established to guide the philosophy and instruction of the College of Osteopathic Medicine.
5. That NEFOM or its assigns will have representation on the Board of Trustees of Saint Francis College (and the new university in turn) to the extent of 25% of the existing membership.
6. That it is the intent of both parties that the College of Osteopathic Medicine will be an integral part of Saint Francis College (and the new university in turn) and will be governed by the policies and general rules and regulations established by the Trustees and Administration of the University.

It is the mutual desire and goal of all involved in this

undertaking to work together to develop a quality educational institution and within that framework to establish a College of Osteopathic Medicine of the finest quality committed, through study and research, to understanding life processes and to assist in providing for the health care of the nation without regard to race, creed or national origin.

IN WITNESS WHEREOF, the said New England Foundation of Osteopathic Medicine has caused this instrument to be executed in its corporate name by Robert R. Brown, D.O., Chairman of the Board, and Roswell P. Bates, D.O., President of the Foundation, and William F. Bergen, D.O., Secretary, thereunto duly authorized; and Saint Francis College has caused this instrument to be executed in its corporate name by Edwin G. Walker, Chairman of the Board of Trustees of the College, Jack S. Ketchum, President elect, and Donald J. MacIntyre, Acting President, thereunto duly authorized, and has caused the seal of the College to be affixed hereto, this 8<sup>th</sup> day of May in the year of our Lord one thousand nine hundred and seventy-five.

SIGNED, SEALED AND DELIVERED  
IN PRESENCE OF

Roswell P. Bates D.O.      William F. Bergen D.O.  
Robert R. Brown D.O.      Edwin G. Walker  
Donald J. MacIntyre  
Jack S. Ketchum

