AMENDMENT TO THE

AFFILIATION AGREEMENT BETWEEN

ROSS UNIVERSITY SCHOOL OF VETERINARY MEDICINE

AND

MICHIGAN STATE UNIVERSITY

Ross University School of Veterinary Medicine and Michigan State University entered into an affiliation agreement with a stated effective date of March 14, 2013. The parties are now amending the agreement to clarify the effective date and initial term of the affiliation.

1. The parties agree that the effective date of the affiliation agreement is May 1, 2012.

2. Section 1.1 is deleted in its entirety and replaced with the following Section 1.1:

   1.1 Term – Subject to the termination provisions of Section 1.2, below, the initial term of this Agreement shall commence on the effective date and continue until June 30, 2013. This Agreement will automatically renew for up to five (5) additional one year periods unless either party terminates the Agreement.

3. All other terms of the agreement remain unchanged.

IN WITNESS WHEREOF, the parties have executed this Affiliation Agreement effective as of the Effective Date first set forth above.

ROSS UNIVERSITY SCHOOL
OF VETERINARY MEDICINE

By:  __________________________  Date:  April 1, 2013

Name: Dr. Elaine Watson
Title: Dean

MICHIGAN STATE UNIVERSITY
COLLEGE OF VETERINARY MEDICINE

By:  __________________________  Date:  5/29/13

Name: June Youatt, Ph.D.
Title: Acting Provost
AFFILIATION AGREEMENT BETWEEN
ROSS UNIVERSITY SCHOOL OF VETERINARY MEDICINE
AND
MICHIGAN STATE UNIVERSITY COLLEGE OF VETERINARY MEDICINE

This Affiliation Agreement ("Agreement"), dated effective 3/14/13 ("Effective Date"), is by and between Ross University School of Veterinary Medicine ("RUSVM"), 630 U.S. Highway 1, North Brunswick, New Jersey, and Michigan State University College of Veterinary Medicine ("University"), 784 Wilson Road, Room F107, East Lansing, Michigan 48824.

REQUITALS

WHEREAS, RUSVM is an educational institution maintaining a campus in the federation of St. Kitts and Nevis and offering a Doctor of Veterinary Medicine degree program;
WHEREAS, University is a school of veterinary medicine accredited by the American Veterinary Medical Association’s Council on Education ("AVMA COE");
WHEREAS, RUSVM and University share a mutual goal of excellence in veterinary education and the advancement of certain research objectives;
WHEREAS, the parties are interested in maintaining a program through which University will provide certain services and learning opportunities to qualified groups of RUSVM’s clinical students ("Program");

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, RUSVM and University hereby agree as follows:

ARTICLE I.

Term

1.1 Term -- Subject to the termination provisions of Section 1.2 below, the initial term of this Agreement shall commence on the Effective Date and continue for one year ending on July 1, 2013 ("Term"). This Agreement will automatically renew for up to five (5) additional one-year periods unless either party terminates the agreement as set forth in Section 1.2, below.

1.2 Termination -- Except as set forth in Section 3.1(f) below, either party may terminate the Agreement with or without cause upon written notice at least one semester or 120 days in advance of the effective date of termination, whichever is longer.

1.3 Effect of Termination -- In the event of a termination pursuant to Section 1.2, University shall allow RUSVM students to complete the Program to the extent those students had been scheduled to begin their training at University on or before the effective termination date and provided that any payments required hereunder have been made by RUSVM and received by University for the period covering the students’ completion of the training.
ARTICLE II.

RUSVM’s Rights and Responsibilities

2.1 Rights and Responsibilities -- RUSVM hereby assumes the following obligations and acquires the following rights with respect to the Program:

a. RUSVM shall propose for the Program only those students who have satisfied all of RUSVM’s academic requirements in the pre-clinical sciences and who RUSVM deems to be qualified to begin the clinical training experience;

b. the Dean of RUSVM or his/her designee shall visit University at regular intervals to maintain an active liaison between RUSVM and University. Current RUSVM designee is Dr. John Weale, Director for Clinical Affairs, JWeale@RossU.edu, (614) 270-1261;

c. RUSVM shall pay to University consideration in an amount and manner consistent with the terms of the Addendum attached hereto and incorporated by reference herein;

d. the consideration due to University pursuant to the terms of this Agreement shall be paid even if an RUSVM student who commences training at University does not complete the Program for academic reasons;

e. RUSVM shall make all determinations as to whether to grant a student the Doctor of Veterinary Medicine degree upon his/her successful completion of the clinical curriculum at University;

f. RUSVM students participating in the Program shall be subject to the same grading/evaluation methods, academic requirements and professional expectations as University students;

g. RUSVM students accepted into the Program are not eligible to transfer into the Doctor of Veterinary Medicine degree program at University by nature of their participation in the Program and will not receive a DVM from University due to completion of the Program;

h. RUSVM shall be permitted to propose a minimum of seven (7) academically qualified RUSVM students for participation in the Program in each year of the Term. It is anticipated that RUSVM will place students at the University during the May and September semesters, depending on available space and enrollment logistics at the University;

i. the RUSVM placement class will have a minimum GPA requirement of 2.50 for each individual student. The University will accept students who have failed one (1) course a maximum of one (1) time;

j. RUSVM students shall be responsible for their own costs incurred for lodging, meals, transportation and uniforms;
k. RUSVM shall be permitted to use University's name in materials announcing or promoting the Program;

l. RUSVM shall take reasonable steps to ensure that its students participating in the Program understand that they are required to comply with University's rules and regulations;

m. if any RUSVM student does not comply with the established training protocols or academic standards or causes disturbances to other aspects of the University's education programs, said student, upon recommendation of the University's faculty and administration and with the concurrence of RUSVM's Dean or his/her designee, will be discontinued from the Program;

n. RUSVM students will have access to the holdings of and electronic access to University's veterinary medical library for the duration of their clinical clerkships.

o. RUSVM students will have electronic access to course notes from University’s pre-clinical curriculum for the duration of their clinical clerkships.

p. RUSVM shall maintain professional liability insurance covering the acts and omissions of the RUSVM students participating in the Program of not less than 1 million per incident and $3 million aggregate. Upon University’s written request, RUSVM shall provide University with certificates of insurance evidencing such coverage prior to RUSVM students beginning the Program.

q. RUSVM shall notify students that they are required to carry and may be required by University to provide confirmation of health insurance while they are participating in the Program; and

r. RUSVM shall notify each student participating in the Program that he or she shall be required to accept and sign a liability release in the form of Exhibit A attached hereto.

s. RUSVM will instruct students that they must provide University proof of immunization against rabies virus and tetanus/diphtheria, as well as the results of TB monitoring. For rabies immunization, provide documentation of vaccination dates. If the last vaccination date was more than 2 years prior to the scheduled commencement of attendance at University, provide documentation of a rabies titer greater than or equal to 5 or equivalent protective titer obtained within 1 year scheduled commencement of attendance at University.

t. RUSVM shall instruct students to reimburse University for any parking, library, etc. fines or other charges. For any student with outstanding fines or charges, final grades will not be released to RUSVM.
ARTICLE III.

University’s Rights and Responsibilities

3.1 Rights and Responsibilities -- University hereby assumes the following obligations and acquires the following rights with respect to the Program:

a. University shall confer with RUSVM concerning the eligibility of RUSVM students for the Program based on their academic record and other qualifications;

b. University shall make the final decision regarding selection of RUSVM students for participation in the Program provided that RUSVM shall in no event be responsible for the payment of any consideration relating to any eligible RUSVM student who is proposed for the Program but rejected by University;

c. University shall provide a one-year clinical veterinary education consisting of a minimum of 48 weeks of clinical experience to each RUSVM student accepted into the Program; the clinical year will include 42 semester weeks of required core rotations and electives, and 6 weeks of off-campus experiences/externships approved by the University;

d. the clinical curriculum provided by University shall follow RUSVM’s Clinical Curriculum Guidelines, a copy of which is attached hereto as Exhibit B and incorporated herein;

e. University shall provide RUSVM students with faculty, clinicians and a structured educational experience consistent with AVMA COE standards for the clinical year curriculum;

f. throughout the Term, University shall maintain its AVMA COE accreditation and its failure to do so shall constitute a material breach of this Agreement providing the basis for RUSVM’s immediate termination of same at RUSVM’s discretion;

g. the clinical courses provided to RUSVM students in each clinical rotation shall be identical to that provided to University students;

h. RUSVM students participating in the Program will be enrolled at University as non-matriculating (Lifelong Education enrollment, visitor status) professional students and shall not receive course credit from the University;

i. University provides no liability insurance and accepts no liability for the actions of RUSVM students or the death or injury to RUSVM students participating in the Program;

j. University shall promptly notify RUSVM of any RUSVM student who encounters academic difficulty at University during the course of the Program and any action with respect to any such student shall be determined on a case-by-case basis;
k. University shall promptly notify RUSVM of any substantially inappropriate behavior on the part of any RUSVM student which may indicate the need for sustained counseling or correction;

l. University shall provide each RUSVM student participating in the Program with regular, appropriate and timely feedback concerning his/her performance and behavior in the same manner as such feedback is provided to University students. Each student will receive the College of Veterinary Medicine Handbook and Medical Students Rights and Responsibilities and be required to comply with these policies and procedures in the same way other University students are expected to comply;

m. University shall have the authority to immediately temporarily suspend any RUSVM student whose behavior is sufficiently inappropriate to warrant this action, provided RUSVM is given prompt notice of such action;

n. University shall provide adequate and appropriate classroom, laboratory and field space for the successful conduct of the Program;

o. University shall maintain the confidentiality of student information in accordance with applicable state and federal laws. The foregoing confidentiality obligations shall survive the termination or expiration of this Agreement for any reason; and

p. University shall provide RUSVM with official documentation for each student, list the name and length of training for each block of training, and provide an evaluation of each participant for each block of training. For students who successfully complete the Program, the evaluation will state that the RUSVM student has satisfactorily completed the clinical year and met the competencies that take place during the clinical year as outlined in AVMA COA Standard 11 under the same guidelines/evaluations/expectations as utilized for University students. Said documentation will be signed by the University’s Dean of the College of Veterinary Medicine or his/her designee. See Exhibit C. RUSVM will be solely responsible for the award of any academic credits and the awarding of any degrees to Program participants.

ARTICLE IV.

Confidentiality

4.1 Confidential Information — As used herein, the term “Confidential Information” shall mean all information provided by one party to the other in connection with the Program or this Agreement, whether said information is communicated orally, in writing or in electronic format and regardless of whether it was disclosed before or after the parties’ formal execution of the Agreement. Confidential Information shall include, without limitation, information regarding a party’s financial affairs, business operations, business plans or business strategies and student information that is protected under the Family Educational Rights and Privacy Act. Further, Confidential Information shall include all information directly or indirectly
derived from, based on or containing, in whole or in part, any Confidential Information, regardless of who actually prepared such information. In addition, Confidential Information shall include the substance of the negotiations between the parties with respect to the terms and conditions of this Agreement, as well as the fact that the parties engaged in those negotiations.

4.2 **Use and Disclosure** – Each party shall maintain the Confidential Information in strict confidence and use same only for purposes of facilitating the Program. In no event and under no circumstances will any party use any of the Confidential Information for any purpose other than facilitating the Program. Without in any way limiting the generality of the foregoing, each party further agrees that:

a. it will disclose the Confidential Information only to those of its employees, officers, directors, agents and professional advisors (collectively, "Representatives") who require such Confidential Information to facilitate the Program or only to those individuals for whom the party has obtained a release from the party whose information it is;

b. it will advise its Representatives who receive any of the Confidential Information of the confidential nature of said information, and will secure affirmative assurances from all such Representatives that they will abide by the terms and conditions of this Agreement as if they were parties hereto;

c. it will undertake all reasonable and necessary steps to preserve the confidentiality of the Confidential Information; and

d. it shall be responsible for any breach by its Representatives of the terms of this Agreement.

4.3 **No Disclosure to Third Parties** – Without a release, no party, either through its acts or omissions, shall permit the disclosure of Confidential Information to any third party other than its Representatives as provided for in Section 4.2 above. In the event that a party becomes aware of the disclosure of any Confidential Information to a third party, that party shall promptly notify the other party of such disclosure so as to afford the other party a reasonable opportunity (but not the obligation) to compel the return of said information and/or preclude the further dissemination of such information.

4.4 **Legal Process** -- Nothing set forth herein is intended to restrict a party’s ability to comply with its obligation to respond to any subpoena, court order or other law or valid legal process seeking the disclosure of Confidential Information. In the event a party receives a subpoena, court order or other valid legal process or request purporting to compel the disclosure of Confidential Information, that party shall promptly notify the other party so as to afford the other party a reasonable opportunity (but not the obligation) to object to and/or oppose such disclosure. Further, the party receiving such a subpoena, court order or other valid legal process or request will cooperate with the other party, at the other party’s expense, in objecting to or opposing such disclosure.

4.5 **Ownership and Return of Information** -- With respect to the ownership and disposition of any Confidential Information disclosed either during the course of the parties’
negotiation of this Agreement or the duration of the Term, or any extension thereof, the parties agree as follows:

a. **RUSVM's Obligations** -- RUSVM acknowledges and agrees that all Confidential Information coming into its possession, custody or control from University is the exclusive property of University. RUSVM further acknowledges that it has not been granted by this Agreement any license, copyright or similar right with respect to any of the Confidential Information provided to it by University. RUSVM expressly acknowledges that University does not represent or warrant (expressly or by implication) the accuracy or completeness of such Confidential Information. RUSVM also agrees that it is not entitled to rely on the accuracy or completeness of any Confidential Information and that it shall be entitled to rely solely on such representations and warranties regarding Confidential Information as may be made herein or made expressly by University. Upon the written request of University, RUSVM shall return or destroy all copies of Confidential Information provided by University and will destroy all documents in its possession or control which contain any of the Confidential Information (including all documents, summaries, analyses, forecasts, extracts, memoranda, notes and other materials whatsoever prepared based in whole or in part on any Confidential Information). Upon the written request of University, such destruction shall be certified by any authorized officer or agent supervising such destruction. Notwithstanding the return or destruction of any Confidential Information or any such other materials based in whole or in part on any Confidential Information, RUSVM shall continue to be bound by its obligations under this Agreement. Any Confidential Information and other materials that are not returned or destroyed shall remain subject to the confidentiality obligations set forth herein.

b. **University's Obligations** -- University acknowledges and agrees that all Confidential Information coming into its possession, custody or control from RUSVM is the exclusive property of RUSVM. University acknowledges that it has not been granted by this Agreement any license, copyright or similar right with respect to any of the Confidential Information provided to it by RUSVM. University expressly acknowledges that RUSVM does not represent or warrant (expressly or by implication) the accuracy or completeness of such Confidential Information. University also agrees that it is not entitled to rely on the accuracy or completeness of any Confidential Information and that it shall be entitled to rely solely on such representations and warranties regarding Confidential Information as may be made herein or made expressly by RUSVM. Upon the written request of RUSVM, University shall return or destroy all copies of Confidential Information provided by RUSVM and will destroy all documents in its possession or control which contain any of the Confidential Information (including all documents, summaries, analyses, forecasts, extracts, memoranda, notes and other materials whatsoever prepared based in whole or in part on any Confidential Information). Upon the written request of RUSVM, such destruction shall be certified by any authorized officer or agent supervising such destruction. Notwithstanding the return or destruction of any Confidential Information or any such other materials based in whole or in part on any Confidential Information,
University shall continue to be bound by its obligations under this Agreement. Any Confidential Information and other materials that are not returned or destroyed shall remain subject to the confidentiality obligations set forth herein.

4.6 Remedy -- It is expressly understood and agreed that a party’s breach or threatened breach of its obligations with respect to Confidential Information as set forth in this Article IV shall pose an immediate threat to the other party of irreparable harm for which monetary damages shall be an inadequate remedy, thus entitling the other party to injunctive relief enjoining such breach or threatened breach.

4.7 Continuing Obligation -- The parties’ obligations with respect to Confidential Information as set forth in this Article IV shall be deemed to survive the termination or expiration of this Agreement for a period of three (3) years.

ARTICLE V.

Miscellaneous

5.1 Legal Proceedings -- In the event any party hereto commences a legal action to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys’ fees and costs from the other party, in addition to whatever other relief that party is awarded in such action.

5.2 Entire Agreement -- This Agreement, and any attachment or Addendum attached hereto, set forth the entire agreement between the parties with respect to the subject matter hereof. It supersedes any and all prior agreements relating thereto. There are no other understandings or agreements between or among the parties with respect to the subject matter hereof except as set forth herein.

5.3 No Oral Modification -- No condition or provision of this Agreement may be modified, waived or revised in any way except in writing executed by the parties and referring specifically to this Agreement.

5.4 Binding Effect -- This Agreement and all rights and duties set forth herein shall be binding upon and inure to the benefit of the parties hereto, as well as their respective successors and assigns.

5.5 Governing Law -- This Agreement and its interpretation and performance shall be governed by the laws of the State of Michigan without giving effect to the conflict of law rules of that State.

5.6 Venue -- Any action arising in any way out of the terms of this Agreement, or a party’s performance or non-performance thereof, shall be brought in the state court of competent jurisdiction located within Michigan or the United States District Court for the Western District of Michigan, and the parties expressly consent to the exercise by those courts of personal jurisdiction over them.

5.7 Partial Invalidity -- In the event any provision of this Agreement is held to be contrary to or invalid under the laws of any country, state, municipality or other jurisdiction, such illegality or invalidity shall not affect in any way any of the other provisions hereof, all of which shall continue in full force and effect.

5.8 Captions -- The captions set forth in this Agreement are intended solely for the parties’ convenience and ease of reference and are not intended to modify, limit, describe or affect in any way the scope, content or intent of this Agreement.
5.9 **Signatures** -- This Agreement may be executed simultaneously or in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. The parties agree that signatures by facsimile or PDF shall be deemed original signatures.

5.10 **Authorizations** -- The parties hereby represent that their respective representatives identified below are fully authorized to execute this Agreement on their behalf.

5.11 **No Duress** -- The parties hereto acknowledge and agree that they have entered into this Agreement and have executed it without duress or coercion, and have done so with the full advice of counsel. Each party further acknowledges and agrees that no other party has made any representations, warranties, promises, or agreements not set forth herein and no party relies in any way on any representation, warranty, statement of fact or opinion, understanding, disclosure or non-disclosure not set forth herein in entering into this Agreement and executing it, and that no party has been induced in any way, except for the consideration, representations, warranties, statements and covenants recited herein, to enter into this Agreement.

5.12 **Construction and Enforcement** -- The terms of this Agreement are the product of negotiations between the parties through their respective counsel, if any, and the parties agree that those terms shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted.

5.13 **No Waiver** -- The failure of any party to this Agreement to exercise and/or delay in exercising any power or right hereunder shall not operate as a waiver thereof, nor shall any single or partial exercise of any such power or right preclude any other or further exercise of any other power or right hereunder. Further, the waiver by any party to this Agreement of any right or remedy hereunder on any occasion shall not be construed as a waiver of any such right or remedy on any future occasion.

5.14 **Notices** -- All notices, requests, demands or other communications required or contemplated hereunder or relating hereto shall be in writing and forwarded by overnight delivery and/or regular mail as follow and shall be deemed effective upon receipt:

- **If to RUSVM:**

  DeVry Medical International, Inc.
  630 U.S. Highway 1
  North Brunswick, New Jersey 08902
  Attention: President

  with copies to:

  DeVry Inc.
  3005 Highland Parkway
  Downers Grove, Illinois 60515-5799
  Attention: General Counsel

  - and -

  Ross University School of Veterinary Medicine
  630 U.S. Highway 1
  North Brunswick, New Jersey 08902
  Attention: Associate Dean for Clinical Affairs
b. **If to University:**

   Office of the Provost  
   Michigan State University  
   426 Auditorium Road, Room 430  
   East Lansing, MI 48824  
   Attention: Provost

   with copy to:

   Office of the Dean  
   College of Veterinary Medicine  
   Michigan State University  
   Veterinary Medical Center  
   784 Wilson Road, Room G100  
   East Lansing, MI 48824  
   Attention: Dean

5.15 **Independent Contractors** -- The parties are independent contractors under this Agreement, and neither party shall have the authority to bind, represent or commit the other. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership or agency relationship between the parties for any purpose. The parties acknowledge that students participating in the Program are not acting as agents of either party in doing so.

5.16 **Indemnification** -- Each party (the Indemnifying Party) agrees to protect, defend, hold harmless and indemnify the other party, its respective successors and assigns, employees, directors, officers, representatives and shareholders (all of the foregoing parties hereinafter collectively referred to as "Indemnites"), from and against all claims, actions, liabilities, damages, losses, costs and expenses, including attorneys’ fees, of whatever nature arising out of or resulting from:

a. damage to person or property to the extent caused by the Indemnifying Party, its employees, representatives or contractors; or

b. breach by the Indemnifying Party of any representation, covenant or warranty of this Agreement.

In the event of any such claim, the Indemnitee shall notify the Indemnifying Party and reasonably cooperate with the Indemnifying Party in the defense thereof. The Indemnifying Party shall permit the Indemnitee to participate in the selection of defense counsel, and the Indemnifying Party shall keep the Indemnitee informed on a periodic basis as to the status of the Indemnifying Party’s efforts and consult with the Indemnitee concerning the Indemnifying Party’s efforts. This entire Section 5.16 shall survive expiration or termination of the Agreement for any reason.

IN WITNESS WHEREOF, the parties have executed this Affiliation Agreement effective as of the Effective Date first set forth above.
ROSS UNIVERSITY SCHOOL
OF VETERINARY MEDICINE

By: [Signature]
Name: Dr. Elaine Watson
Title: Dean
Date: 6 March 2013

MICHIGAN STATE UNIVERSITY

By: [Signature]
Name: Dr. June Ybuaat
Title: Acting Provost and Executive Vice President, Academic Affairs
Date: 3/14/18

By: [Signature]
Name: Dr. Christopher Brown
Title: Dean, College of Veterinary Medicine
Date: 3/14/15
EXHIBIT A

RELEASE

WHEREAS, Michigan State University College of Veterinary Medicine ("University"), has agreed to provide certain clinical training for Ross University School of Veterinary Medicine ("RUSVM") students as part of an affiliation between the two institutions (the "Program"); and

WHEREAS, it is the desire and intent of University and RUSVM, along with their agents, respective employees and affiliated entities, to be released and forever discharged from all claims, demands, damages, actions, or causes of actions arising from or connected with the handling, diagnosis or treatment of animals by the RUSVM trainees participating in the Program; and

WHEREAS, it is the desire of RUSVM student ___________ ("Trainee") to participate in the Program; and

WHEREAS, it is the choice of the Trainee to release, waive and relinquish all of Trainee’s claims, demands, damages, actions, or causes of actions, as against University and RUSVM arising from or connected with the handling, diagnosis or treatment of animals in the special clinical training program at University through the Program;

NOW THEREFORE, in consideration of the benefits received by me from RUSVM and University, I, _________________, country of _________________, state of _________________, do hereby:

1. release University, along with its agents and employees, as well as its affiliated entities, from all claims, demands, damages, actions, or causes of actions, arising from or connected with the handling, diagnosis or treatment of animals by me, the Trainee, as part of the Program; and

2. release RUSVM, its agents, employees, officers, directors and all affiliated entities, from all claims, demands, damages, actions, or causes of actions, arising from or connected with the handling, diagnosis or treatment of animals by me, the Trainee, as part of the Program.

________________________   __________________________
Signature of Trainee               Date
EXHIBIT B
RUSVM CLINICAL CURRICULUM GUIDELINES

ROSS UNIVERSITY

School of Veterinary Medicine
Clinical Year Curriculum
2011-2012

RUSVM students are required to complete 48 weeks of clinical curriculum to be eligible for graduation.

Food Animal Medicine and Surgery
Includes Ambulatory Services, Theriogenology, and/or Food Animal Production Medicine where offered - (five week rotation-a minimum of 4 weeks)

Equine Medicine and Surgery
Includes Ambulatory Services where offered - (five week rotation-a minimum of 4 weeks)

Small Animal Medicine
Includes Preventive Health Maintenance/Community Practice - (four week rotation)

Small Animal Surgery - (four week rotation)

Medical Services
Includes Anesthesiology and Diagnostic Imaging - (four week rotation)

Diagnostic Pathology
Includes Clinical Pathology, Parasitology, Microbiology, Necropsy (diagnostic pathology) services (four week rotation)

With the recommended time interval for the rotations, our students would spend a minimum of 26 weeks in the "core" clinical program at one our affiliated schools. This would allow up to 22 weeks for electives and externships (off-campus educational opportunities/experience). This time may be divided in a manner most opportune for scheduling at each affiliate school provided that a minimum of 8 weeks is spent in each category (externships and electives).

Approved May 19th 2011
**EXHIBIT C**

**GRADE REPORT/STATEMENT OF COMPLETION**

Ross University School of Veterinary Medicine  
Clinical Year Evaluation Form  
Michigan State University

<table>
<thead>
<tr>
<th>Student: (Last Name, First Name)</th>
<th>Evaluation Period: (Date thru Date)</th>
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<tbody>
<tr>
<td>SA Categories</td>
<td>Grade/P/F</td>
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<tr>
<td>Medicine/Surgery, SA</td>
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<td>Orthopedics, SA - SCS 646(3)</td>
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<tr>
<td>Surgery, SA - SCS 626(3)</td>
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<tr>
<td>Medicine, SCS 647(3)</td>
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<tr>
<td>Surgery Medicine</td>
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<td>Emergency/ICU - SCS 695(3)</td>
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<tr>
<td>Community Practice - SCS 625(3)</td>
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</tbody>
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| General/Misc. Categories | | | LA Medicine | | |
|--------------------------|------------------------|
| Alternative Medicine | | | LA Surgery | | |
| Anesthesiology - SCS 648(3) | | | Ambulatory, LA - LCS 631(3) or 621 | | |
| Aquatic Medicine | | | LA ER/Critical Care | | |
| Behavior | | | LA Med & Surgery - LCS 616 (6) | | |
| Cardiology | | | | |
| Clinical Pathology - PDI 630(3) | | | Surgery, FA | | |
| Clinical Pharmacology | | | Medicine/Surgery, FA | | |
| Dentistry | | | Production Medicine, Bovine/Small ruminant | | |
| Dermatology | | | Production Medicine, Swine | | |
| Diagnostic Imaging - SCS 611(3) | | | Production Medicine, Poultry | | |
| Diagnostic Pathology | | | | |
| Epidemiology/Public Health | | | Avian Medicine | | |
| Exotic/Wildlife/Zoo Medicine | | | | |
| Lab Animal Medicine | | | | |
| Microbiology | | | | |
| Necropsy/Pathology | | | | |
| Necropsy/Pathology | | | | |
| Nutrition | | | | |
| Oncology | | | | |
| Ophthalmology | | | | |
| Perinatology | | | | |
| Practice Management | | | | |
| Toxicology | | | | |
| Other | | | | |

**Additional Comments or Explanations (optional):**

All courses are 3 weeks (3 Credits) unless otherwise noted.
Clinical Pathology (PDI 630) noted above is comprised of 1 week of pathology & 2 weeks of necropsy.
Large Animal Medicine & Surgery (LCS 616) is 5 credits (6) - (2w LAM, 2w LAS, 2w Dairy)

This student has satisfactorily completed the clinical year and met the nine competencies that take place during the clinical year as outlined in AVMA COE Standard 11 under the same guidelines/evaluations/expectations as utilized for Michigan State University students.

Signature of Affili ate School's Ross Program Director:

Instructions: (contact Dr. Schadler at Tscadhler@RossU.edu or (734) 516-8135 OR Dr. John Wealle at jwwealle@RossU.edu or (614) 270-1251 with questions)
At the completion of the clinical year, enter the student's name and the time period that is being evaluated. Utilize the clinical course codes listed above to find the category that your course/rotation/externship/Internship fits. Most accurately and submit a letter grade or a P/F notation. Not all boxes above need to be filled in...Just the ones that correspond to your curriculum. In parentheses, after the evaluation scores, mark the number of weeks that comprised the course/rotation/externship.
For example: Toxicology AQJ) would indicate a grade of A in a 3 week course/rotation.
P/F indicates Time Frame. Please mark as either W (Winter-Jan-Aug), S (Summer-June-August) or F (Fall-Sept-Dec)

Please EMAIL Completed forms to Dr. Gail St. Jean GST.Jean@rossvet.edu and Dr. John Wealle JwWealle@RossU.edu

Mail to: Ross University School of Veterinary Medicine, Attn: Registrar, 630 North US 1, Suite 300, North Brunswick, New Jersey 08902
FAX: 732-309-4823 or email: registrar@RossU.edu

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ADDENDUM TO AFFILIATION AGREEMENT

In connection with their execution of the attached Affiliation Agreement by and between Ross University School of Veterinary Medicine ("RUSVM") and Michigan State University College of Veterinary Medicine ("University") ("Affiliation Agreement"), the parties hereby agree as follows:

1. As consideration for University’s performance of its obligations under the Affiliation Agreement, for each RUSVM student participating in the Program, as that term is defined in the Affiliation Agreement, RUSVM shall pay to University a fee of $39,000 for the 2012-2013 academic year. Upon annual renewal, RUSVM shall pay to University a fee in the amount of the Michigan Resident Veterinary Medicine Clinical Year fee plus a 32% premium. The Michigan Resident Clinical Year fee will be shared by University to RUSVM annually.

2. University will invoice RUSVM at the end of each of the three semesters in each academic year during which the Agreement is in effect, with each invoice reflecting one-third of the annual amount due for that year as set forth in the immediately preceding paragraph. RUSVM shall forward payment to University within 30 days of its receipt of said invoice.

ROSS UNIVERSITY SCHOOL OF VETERINARY MEDICINE

By: [Signature]  
Name: Dr. Elaine Watson  
Title: Dean  
Date: 6 March 2013

MICHIGAN STATE UNIVERSITY

By: [Signature]  
Name: Dr. June Youatt  
Title: Acting Provost and Executive Vice President, Academic Affairs  
Date: 2/14/13

By: [Signature]  
Name: Dr. Christopher Brown  
Title: Dean, College of Veterinary Medicine  
Date: 3/14/13