ACADEMIC AFFILIATION AGREEMENT
Between
ALBANY COLLEGE OF PHARMACY AND HEALTH SCIENCES (ACPHS)
106 New Scotland Avenue
And
THE COLLEGE OF SAINT ROSE (CSR)
432 Western Avenue
Albany, NY 12203

Effective as of March 1, 2013

Whereas **ACPHS** and **CSR** desire to cooperate in accordance with the terms of this agreement in providing education in Cytotechnology, Clinical Laboratory Sciences and Biotechnology to students of **CSR**, leading to **CSR** granting a baccalaureate degree to students and **ACPHS** granting a masters degree, constituting a joint BSMS program of study, (Program).

Know therefore, it is agreed:

1. **Purpose:** This Agreement sets forth the terms and conditions under which students enrolled at **CSR** be permitted to participate in the educational activities of the School of Health Sciences Program at **ACPHS**.

2. **General:** **CSR** will provide a curriculum approved by NYSDE leading to a baccalaureate degree and **ACPHS** will provide a structured curriculum of Cytotechnology, Clinical Laboratory Science or Biotechnology courses approved by NYSDE leading to a master's degree.

   As such, **ACPHS** will:

   a. Develop, organize and implement a curriculum that meets all essentials for an accredited educational program per the appropriate national accrediting agency;
   b. Not less than nine months from the start of the Fall semester, confirm with **CSR** the availability of places in the program and confirm with **CSR** the maximum number of applicants who can be accepted into the program for the coming semester;
   c. Provide guidance and counseling for all students in the Program;
   d. Provide equipment, classroom, laboratory and office space, library and cafeteria services, in accordance with the terms of this agreement;
   e. Recruit clinical faculty and staff in accordance with state and federal law; and
   f. Orient the students and faculty participating in the Program to all pertinent rules and policies of **ACPHS**.

   And as such, **CSR** will:

g. Develop, organize and implement an appropriate program of studies that provides preparation and prerequisite coursework for the **ACPHS** Program;
h. Screen applicants to the program from its student body to assure that applicants have completed the requisite courses required for admission to **ACPHS** and that the applicants are degree eligible when they begin the Program so that students satisfactorily completing the required credit hours will be eligible for a **CSR** Baccalaureate degree; and

3. **Selection of students:** **CSR** will recommend applicants to the Program. All students must meet the academic requirements and technical standards of **ACPHS**. All students from **CSR** must follow the application procedures of **ACPHS** and participate in the interview process. **ACPHS** will have final selection of students admitted to the Program.

4. **Clinical Experience:** **ACPHS** will make clinical program experiences available to participating students, in accordance with **ACPHS** policies and procedures. The faculty of **ACPHS** will be responsible for submitting final grades in a timely manner and for ensuring that there is written documentation of the evaluation of the student.

5. **Compliance:** All participating students and faculty will fully comply with pertinent **ACPHS** and **CSR** policies, procedures and regulations in portion of the programs run on the premises of or under the auspices of **ACPHS** or **CSR** respectively. Students receiving instruction from ACPHS are required to have a laptop or portable computer. Either institution may remove any student or faculty member for non-compliance. Each institution will immediately notify the other of any such actions.

6. **Incidents:** Participating students and faculty will cooperate fully with both Colleges in the reporting and investigation of incidents occurring at the Colleges, in accordance with New York statutory or regulatory requirements and College policies.

7. **Emergency Care:** Both Colleges will provide access to emergency medical services for students who are injured or become ill while at the College. The Colleges agree to assist each other in obtaining information required for billing such services to the student or to the student's third party payer.

8. **Status:**
   a. **ACPHS** agrees not to use or expect students to perform service work or to engage them in employment. No stipend or fee will be paid by either party to the other in connection with this agreement, other than tuition and fees as described in Paragraph 13;

b. **CSR** and its agents, students, servants, employees, directors and trustees shall not be considered employees of **ACPHS**, and **ACPHS** and its agents, students, servants, employees, directors and trustees shall not be considered employees of **CSR**. **CSR** and **ACPHS** shall at all times be deemed and act as independent contractors and shall perform their tasks and duties consistently with such status, and neither party nor their agents, students, servants, employees, directors and trustees will make claim or demand for any right or privilege applicable to an agent, student, servants, employees, directors and trustee of the other, including but not limited to, Worker's Compensation, disability benefits, accident or health insurance, unemployment insurance, social security or retirement membership or benefits;

c. **ACPHS**, following appropriate steps of academic probation and dismissal, can dismiss from the Program a student who fails to meet and maintain academic standards of **ACPHS**. **CSR** may make appropriate alternative arrangements for the student.

9. **FERPA**: Students assigned to the Program have given written consent to **ACPHS** and **CSR** may provide to each other educational records of the student. **ACPHS** and **CSR** acknowledge that records relating to or concerning the Program are education records within the meaning of the Family Educational and Privacy Rights Act (FERPA) codified in 20 U.S.C. § 1232g. Each student participating in the Program shall be provided and execute the Notice annexed hereto as Exhibit A.

10. **HIPPA**: The parties acknowledge and agree to comply with the requirements of the Health Insurance Portability and Accountability Act.

11. **Indemnification:** Notwithstanding that joint and concurrent liability is imposed on the Parties hereto by statute, law, ordinance, rule, order or regulation, each party hereto shall defend and indemnify the other, and their agents, servants, employees, directors and trustees against any claim, judgment, liability or expense of any nature caused by the negligence, act or omission of said party, its agents, servants, employees, directors and trustees in the performance of said party's obligations under this agreement, to the fullest extent permitted by law, except to the extent caused by the indemnified party's negligence or the negligence of the indemnified party's agents, servants, employees, directors and trustees.

12. **Insurance:** Each party shall take out and maintain or cause to be maintained, without interruption throughout the life of the Agreement, and unless said policy insures for occurrences during the policy period, notwithstanding that a claim may be filed after termination of coverage, for a period of three years after the termination of this agreement, unless an endorsement is obtained covering occurrences during the policy period for claims made after the termination of the policy:

a. Comprehensive General Liability Insurance, as will protect the parties, and their agents, servants, employees, directors and trustees from claims for personal injury and/or property damage which may arise from the performance of the activities contemplated by this Agreement for all major divisions of coverage including Premises-Operations, Broad Form Property Damage, and Contractual Liability, with policy limits of no less that $1,000,000 each occurrence and $2,000,000 aggregate; and each institution shall be an additional named insured under the other's such liability policy;

b. Professional Liability Insurance for itself and its agents, servants, employees, and students and interns. Further, **ACPHS** and **CSR** will provide professional liability insurance applicable to all participating students and faculty by carriers reasonably acceptable to both parties, with policy limits of no less that $1 million/$3 million, and **ACPHS** and **CSR** respectively shall be additional named insured under such liability policies. A certificate of such insurance indicating 30 days notice of cancellation, will be provided to the Office of the President of **ACPHS** or **CSR** respectively at the commencement of said program and annually thereafter prior to the anniversary of execution. Both parties reserve the right to suspend this Agreement until such time as the respective certificate is supplied;

c. Worker's Compensation Insurance, as required by law;

d. Employer's Liability Insurance, as required by law;

e. All **CSR** and **ACPHS** students included in this agreement will be required to carry their own health and accident insurance and provide evidence of such coverage;

f. All other insurance which it may be required to provide pursuant by law.

13. **Tuition and Fees:** **CSR** students receiving instruction from **ACPHS** pursuant to this Agreement prior to earning their degree from **CSR** are responsible for paying the tuition, fees and any other related costs of the program directly to **CSR;** provided however, they are required to pay directly to ACPHS the ACPHS Technology Fee.. **CSR** will remit to **ACPHS**, within 30 days of receipt of an invoice from **ACPHS**, but not sooner than the beginning of the semester, 75% of the **ACPHS** published full-time per student tuition for each student enrolled full-time at **ACPHS** for the semester. In the event of a student's withdrawal from the Program, **ACPHS** will refund to **CSR** any tuition payments in accordance with **ACPHS**'s tuition refund and withdrawal policy. Upon completion of the **CSR** baccalaureate program, students will be converted to a full time student of **ACPHS**. After students have earned their degree from **CSR**, tuition shall be paid

directly by the student to **ACPHS** and **CSR** shall not be entitled to any portion thereof.

14. **Non-Discrimination:** Neither **CSR** nor **ACPHS** will discriminate against any qualified employee or enrolled student in violation of applicable State or Federal laws.

15. **Term: Termination:** This Agreement is effective as of the Effective Date above set forth and the initial term will end on the following September 1st. It will automatically renew with one year terms, unless terminated by either party upon 180 days prior written notice.

16. **Notification:**

To ACPHS
M. Elyse Wheeler, PhD MT(ASCP)
Chair, Dept of Diagnostic
Laboratory Sciences
Albany College of Pharmacy
106 New Scotland Avenue
Albany NY 12208

To CSR
Richard J. Thompson Jr. PhD
Dean
School of Mathematics and Sciences
The College of Saint Rose
432 Western Avenue
Albany NY 12203

17. **Signatories:** **ACPHS** and **CSR** each represent and warrant that the individual signing this Agreement on its behalf is authorized to contractually bind such party.

ALBANY COLLEGE OF PHARMACY AND HEALTH SCIENCES

2/26/13

By: James J. Gozzo, PhD Date:
Title: President

THE COLLEGE OF SAINT ROSE

2/26/13

By: Dr. David Szczerbacki Date:
Title: President