

ACADEMIC AFFILIATION AGREEMENT
Between
ALBANY COLLEGE OF PHARMACY (ACP)
106 New Scotland Avenue
And
ALBANY LAW SCHOOL (ALS)
Albany, NY 12208

Effective as of April 1, 2005

Whereas **ACP** and **ALS** desire to cooperate in accordance with the terms of this agreement to provide a Joint program in which students would complete the Baccalaureate degree in Pharmaceutical Science at **ACP** and the Juris Doctor degree at **ALS** in six years. The intent of the program is to encourage students with a strong scientific background to pursue a career in a field of health or science related law.

1. **Purpose:** This Agreement sets forth the terms and conditions under which students may be admitted to and maintain enrollment in the joint program.

2. **General:** **ACP** will provide a structured curriculum in Pharmaceutical Sciences

As such, **ACP** will:

- a. Recruit students to the Joint Program
- b. Review all applications which meet admissions requirements for ACP with the designated individuals at ALS
- c. Orient the students and faculty participating in the Joint Program to all pertinent rules and policies of Albany College of Pharmacy
- d. Under the guidance of the Director, Pharmaceutical Science Program, appoint an advisor who will maintain contact with the students and the designated ALS advisor specifically to share information on student progress and status in the Joint Program
- e. Accept 10-15 hours of academic credit from ALS courses designated as part of the Health Law Core as undergraduate credit towards the baccalaureate degree

And as such **ALS** will:

- f. Review applications for the Joint Program and submit all decisions on the applications in writing to the Director, Pharmaceutical Sciences Program
- g. Appoint an advisor for students in the Joint Program who will maintain contact with the Director, Pharmaceutical Science Program, and the faculty advisor appointed for students in the Joint Program.
- h. Provide documentation regarding the performance of the student in the required Health Law Core courses need for completion of the baccalaureate degree

3. **Selection of students:** **ACP** will recommend applicants to the Joint Program. All students must meet the academic requirements and technical standards of **ACP** and **ALS**.

4. **Compliance:** All participating students and faculty will fully comply with pertinent **ACP** and **ALS** policies, procedures and regulations in portions of the program run on the premises of or
ALS/ACP Agreement

under the auspices of **ACP** or **ALS** respectively. Either institution may remove any student or faculty member for non-compliance. Each institution will immediately notify the other of any such action.

5. **Tuition and Fees.** Students will pay tuition and fees to **ACP** for the first three years (full time matriculation) and shall be deemed students of ACP during those years and **ALS** for the three years which comprise the law school curriculum and shall be deemed students of ALS during those years. **ACP** and **ALS** will provide guidance regarding student finances including loans for each three year period respectively.

6. **Status.**

- a. **ACP shall** apply existing academic standards to all students in the Joint Program
- b. **ACP**, following appropriate steps of probation and dismissal in accordance with the academic and other policies of ACP, can dismiss or appropriately discipline students in the Joint Program during the years they are deemed students of ACP as provided for in such policies and **ALS**, following appropriate steps of probation and dismissal in accordance with the academic and other policies of ALS, can dismiss or appropriately discipline students in the Joint Program during the years they are deemed students of ALS as provided for in such policies and.
- c. **ACP** will advise students who are not maintaining the academic standards (minimum accumulative 3.3 GPA) as to their status in the Joint Program. Students who are not able to continue in the Joint Program but who meet the academic standards for the Pharmaceutical Science program will be allowed to continue in the BS program.
- d. **ACP** and **ALS** will assure that students are aware of the requirement to take the LSAT examinations in the junior year and that they must score no lower than the median of the LSAT score for the prior year's entering class at **ALS**

7. **FERPA.** Students assigned to the Program have given written consent that **ACP** and **ALS** may provide to each other educational records of the student. **ACP** and **ALS** acknowledge that records relating to or concerning the Program are educational records within the meaning of the Family Educational and Privacy Rights Act (FERPA) codified in 20 U.S.C. § 1232g.

8. **Indemnification.** Notwithstanding that joint or 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, students, 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, students, servants, employees, directors or 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, students, servants, employees, directors or trustees.

9. **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, students, 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 than \$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. Worker's Compensation Insurance, as required by law.
- c. Employer's Liability Insurance, as required by law.
- d. All **ALS** and **ACP** students included in this agreement will be required to carry their own health and accident insurance and provide evidence of such coverage.
- e. All other insurance which it may be required to provide pursuant by law.

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

11. **Term: Termination**: This Agreement is effective as of the Effective Date above set forth. It will automatically renew for one-year terms, unless terminated by either party upon 180 days prior written notice.

12. **Notification**:

To: ACP

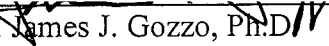
Dr. Elyse Wheeler
Associate Dean for Graduate
and Extension Programs
Albany College of Pharmacy
106 New Scotland Avenue
Albany, NY 12208

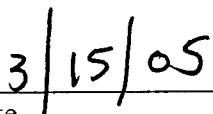
To: ALS

Albany Law School
80 New Scotland Avenue
Albany, NY 12208

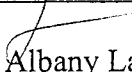
13 **Signatories**. **ACP** and **ALS** each represent and warrant that the individual signing this Agreement on its behalf is authorized to contractually bind such party.

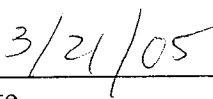
ALBANY COLLEGE OF PHARMACY:

By: 
Title: President, Albany College of Pharmacy


Date

ALBANY LAW SCHOOL

By: Thomas F. Guernsey 
Title: President and Dean, Albany Law School


Date