AFFILIATION AGREEMENT
BETWEEN
LEHMAN COLLEGE OF THE CITY UNIVERSITY OF NEW YORK
AND
THE STATE UNIVERSITY OF NEW YORK, UNIVERSITY AT BUFFALO, SCHOOL OF PHARMACY AND PHARMACEUTICAL SCIENCES

This Agreement is made by and between Lehman College of the City University of New York, with its principal office located at 250 Bedford Park Boulevard West, Bronx, New York 10468, hereinafter referred to as "Lehman College," and The State University of New York, a corporation organized and existing under the laws of the State of New York, with its principal office located at University Plaza, Albany, New York 12246, by and on behalf of the University at Buffalo, The State University of New York, School of Pharmacy and Pharmaceutical Sciences with offices located at 270 Kapoor Hall, Buffalo, New York 14214-8033 [hereinafter referred to as "the University at Buffalo"].

PURPOSE

I. Lehman College and the University at Buffalo School of Pharmacy and Pharmaceutical Sciences agree to cooperate in providing an accelerated 3 + 4 or 4 + 4 undergraduate/professional school education leading to the baccalaureate degree from Lehman College and the Doctor of Pharmacy (PharmD) degree from the University at Buffalo. The first phase (undergraduate) of the collaborative program will consist of the completion of a minimum of 31 semester hours in the Biochemistry concentration of the Chemistry BA major at Lehman College, a minimum of 60 total semester hours in residence at Lehman College, and, for the fall entering class, thirty-seven (37) semester hours from the first-year of the four-year curriculum of the Doctor of Pharmacy program at the University at Buffalo, with the semester hours from all sources totalling at least 120 upon completion of the first-year of the four-year curriculum of the Doctor of Pharmacy program at the University at Buffalo. Under this agreement, the student would then receive a baccalaureate degree from Lehman College and, upon approval of the University at Buffalo, the student will complete the remaining years of professional study and requirements for the Doctor of Pharmacy degree. This is a seven- or eight-year program developed between Lehman College and the University at Buffalo that allows a participating student the opportunity to receive a baccalaureate degree and a Doctor of Pharmacy degree. The first three years of the program (or four, in the case of an eight-year program) are completed at Lehman College and the last four years are spent at the University at Buffalo.

II. GUIDELINES FOR COLLABORATIVE PROGRAM ADMISSION TO THE DOCTOR OF PHARMACY PROGRAM

The PharmD Admissions Committee is seeking the following minimum requirements. In order to remain in the program(s), a participant must achieve or maintain the following:

1. Earn (on the 4.0 grading system) the following minimum grade point averages at College:
   (a) Prerequisite course science and mathematics GPA 3.5
   (b) Overall GPA 3.5
   (c) Each prerequisite course must successfully be completed with a grade equal to, or greater than, a C (2.0) by the end of the summer semester prior to fall admission.
   (d) For the fall entering class, students will have completed at least one year of English composition, one year of biology, one year of general chemistry, one year of organic chemistry, one year of calculus, one semester of statistics, one semester of microbiology, one year of anatomy and physiology, one semester of biochemistry, one semester of psychology, and all Lehman College general education requirements by the end of the summer semester prior to the fall semester in which the student will enter the first year of the PharmD program.
2. Submit an application through the Pharmacy College Application Service (PharmCAS) during the fall of their junior year, no later than October 1 following these steps: http://pharmacy.buffalo.edu/pharmcas
3. The PCAT is required for all PharmCAS applicants. We do not have a minimum score requirement. Scores at or above the national average are considered highly competitive for entry. If taken three or more times, the average of all the scores is considered. Applicants are encouraged to take the Official PCAT Multiple Choice Practice Tests (examinees who take this usually score higher). We will not accept any PCAT test over 3 years old.
4. Receive a favorable letter of recommendation from the Lehman College Pre-Health Evaluation Committee as a part of the 3 required PharmCAS letters of recommendation.
5. Maintain the appropriate moral and ethical standards necessary for admission and for the eventual attainment of professional licensure.
6. Upon invitation, the University at Buffalo will also require a formal interview with designated interviewers as part of the PharmD admissions process. Information regarding this requirement will be provided following the receipt of all application documents.
7. Selection is based on scholastic achievement, aptitude, personal qualifications, and evidence of motivation toward pharmacy. These are judged from the college record, grade point average, the PCAT, letters of reference and evaluation, a Supplemental Admission Application, and a personal interview. In addition to intellectual and academic competence, the School's Admissions Committee considers communication skills, leadership ability, community service, health care-related or research experience, and motivation for pursuing a career in pharmacy.
8. All students enrolled in the PharmD program must submit a Criminal Background Check (CBC) and a Drug Screen from a vendor approved by UB SoPPS at the student's expense. The CBC is due within 15 days of the acceptance confirmation email. Drug Screens will be assigned throughout the four years in the professional program.
9. Once a participant has entered the program, at the end of each year prior to the year of admission, participants must submit an official transcript of grades to the PharmD Admissions Committee. Their performance in the program will be evaluated and they will receive a written or electronic response informing them of their status. Failure of a participant to achieve or maintain these standards will result in his or her removal from the program. Unsuccessful application or discontinuance following acceptance will not preclude direct application to the University at Buffalo through its PharmCAS application process and will not be considered in any future admissions review process.

10. A candidate in good standing will have the option of spending the fourth (or fifth) year of the program at Lehman College to complete a baccalaureate degree rather than at the University at Buffalo in the first year of the PharmD program. Choosing this option will necessarily extend the length of the program to eight (or nine) years. During the final year at Lehman College, a participant must maintain the same academic standards as specified for the previous years in order to remain in good standing. The student would need to reapply through PharmCAS in the final year.

II. MUTUAL RESPONSIBILITIES

1. Lehman College agrees to:

   (a) Provide courses that meet the prerequisite requirements for the Doctor of Pharmacy (PharmD) program at the University at Buffalo's School of Pharmacy and Pharmaceutical Sciences.

   (b) Designate a person who will serve as coordinator of the collaborative program at College. The coordinator is:

   Scott Calvin, PhD
   Senior Pre-Health Advisor
   Lehman College of the City University of New York
   280 Shiuster Hall
   250 Bedford Park Blvd West
   Bronx, NY 10468
   (718) 960-8091
   (718) 960-7390 (fax)
   scott.calvin@lehman.cuny.edu

   and will:

   (i) be responsible for promoting the affiliation to prospective and current students by providing information to the university admissions staff, career planning and placement officers, the Lehman College Pre-Health Evaluation Committee members, and all pre-pharmacy student advisors.

   (ii) keep students and pharmacy student advisors abreast of current information applicable to the affiliation.

   (iii) maintain advising files for College students who intend to apply to the collaborative program.

   (iv) serve as liaison between Lehman College and the University at Buffalo School of Pharmacy and Pharmaceutical Sciences for any and all issues involving the affiliation.

Confer the baccalaureate degree on candidates who successfully complete all degree requirements of College, and who successfully complete the first year of professional study at the University at Buffalo School of Pharmacy and Pharmaceutical Sciences. Students must earn a minimum of 31 semester hours in the Biochemistry concentration of the Chemistry BA major at Lehman College, a minimum of 60 semester hours in residence at Lehman College, a total of at least 120 semester hours from all sources, and for the fall, thirty-seven (37) semester hours from the first-year of the four-year curriculum of the Doctor of Pharmacy program at the University at Buffalo to receive the baccalaureate degree in Chemistry (Biochemistry concentration). For the fall entering class, the first year in the PharmD program at the University at Buffalo will include sciences courses or their equivalents listed here: http://pharmacy.buffalo.edu/academic-programs/pharmd/requirements.html

Only grades of C or better will transfer from the University at Buffalo to Lehman College. University at Buffalo courses and credits, but not grades, will be listed on the Lehman College transcript.

2. The University at Buffalo agrees to:

(a) Designate a person who will serve as coordinator of the collaborative program at the University at Buffalo.

The coordinator is:

Jennifer Rosenberg, PhD
Associate Dean
Director of Admissions, Enrollment Planning, and Undergraduate Advisement
School of Pharmacy and Pharmaceutical Sciences
The State University of New York at Buffalo
274 Kapoor Hall, Buffalo, NY 14214-8033
(716) 645-2858
(716) 829-6568 (fax)
jmr16@buffalo.edu

(i) serve as a liaison between the University at Buffalo and Lehman College for any and all issues involving the affiliation.

(ii) inform appropriate personnel of the existence of the agreement and encourage them to support it.

(iii) ensure that an official transcript from the first year of the PharmD program is forwarded to Lehman College in a timely fashion.

(b) Guarantee a minimum of 2 seat(s) in the incoming class for Lehman College students who are deemed fully acceptable by the University at Buffalo PharmD Admissions Committee. Applicants failing to meet the requirements of their conditional acceptance may not be enrolled. These individuals will be counted against the 2 seat(s) guaranteed College.

(c) Lehman College students who have been identified as candidates for this program will be invited to visit the University at Buffalo prior to their application either in-person or by videoconference. Information regarding affiliation program visit days will be provided to the Lehman College liaison.

(d) Liaisons from the two institutions will meet annually, either in-person or by videoconference, to evaluate the progress of the program.

III. GENERAL CONSIDERATIONS

1. Lehman College will not charge tuition for the transitional year to students who enter the University at Buffalo PharmD program immediately following the junior year; however, Lehman College will require students to apply for graduation and pay all graduation fees. Students while enrolled at the University at Buffalo in that transitional year following their junior year at Lehman College shall be considered matriculated pharmacy doctoral students at the first professional year level in the graduate/professional phase of the doctoral program and shall pay the applicable SUNY graduate/professional PharmD tuition and all applicable fees.

   (a) Any student participating in the affiliation program who wishes to apply for financial assistance should apply to Lehman College for the semesters during which the student shall be enrolled at Lehman College and to the University at Buffalo for the semesters during which the student shall be enrolled in the PharmD program. Students participating in this affiliation agreement shall not receive any preferential consideration in obtaining financial assistance over other students from institutions that are not so affiliated.

(b) Lehman College students shall not receive any preferential consideration by the University at Buffalo PharmD Admissions Committee; they will be held to the same rigorous standards as other applicants. Final admissions decisions will be solely at the discretion of the University at Buffalo.

2. Subject to the availability of lawful appropriations and consistent with the New York State Court of Claims Act, The State University of New York (SUNY) shall hold Lehman College harmless from and indemnify it for any final judgment of a court of competent jurisdiction to the extent attributable to the negligence of SUNY or of its officers or employees when acting within the course and scope of their employment in connection with this Agreement.
3. Lehman College shall indemnify, defend and hold harmless SUNY and the University of Buffalo School of Pharmacy and Pharmaceutical Sciences, and their trustees, officers, employees, agents, volunteers, successors and assigns from and against any and all claims, liabilities, damages, actions, costs and expenses, including, without limitation, attorneys' fees, arising out of or in any way related to Lehman College's conduct under or failure to comply with the terms and/or conditions of this Agreement.
4. Lehman College and the University of Buffalo School of Pharmacy and Pharmaceutical Sciences will fully comply with any applicable local, state and federal laws and regulations barring discrimination on the basis of race, religion, color, sex, age, national origin, handicap, sexual preference or veteran status. Notwithstanding anything in this Agreement, the Parties agree that Lehman College retains all of its rights under the First Amendment to the United States Constitution. The provisions of Exhibit A, State standard contract clauses, attached hereto, are hereby incorporated into this Agreement and made part hereof.
5. It is understood that this Agreement is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, collaborative venture or association between Lehman College and the University at Buffalo School of Pharmacy and Pharmaceutical Sciences, but is rather an Agreement by and between independent institutions.

IV. AMENDMENTS AND DURATION OF AGREEMENT

Either party may take the initiative to amend this agreement by submitting suggestions in writing. The *amended* Agreement will become effective when signed by the respective agents authorized by each party to execute such amendments *(amendments are in italics)*. This Agreement will go into effect beginning with the 2018-2019 academic year and will remain in effect until either party indicates otherwise in writing, at least one (1) year in advance. Any decision to terminate the program will not affect the status of any College students currently accepted into or enrolled in the program at the School of Pharmacy and Pharmaceutical Sciences.

For purposes of written notification, all notices to parties hereunder must be in writing, signed by the party giving it, and shall be served either personally or by certified mail, return receipt requested, and addressed as follows:

To the UNIVERSITY AT BUFFALO:

Vice President for Health Sciences
University at Buffalo
The State University of New York
3435 Main Street, BEB 155
Buffalo, New York 14214

To the AFFILIATE:

_____
_____
_____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below:

2/14/2018

James O'Donnell, Ph.D. Date
Dean
School of Pharmacy and Pharmaceutical Sciences
University at Buffalo, The State University of New York

Harriet Payne 2-13-18

Date

Lehman College

CORPORATE, PARTNERSHIP OR INDIVIDUAL ACKNOWLEDGEMENT

STATE OF NEW YORK }
: SS.:
COUNTY OF }

On the ____ day of _____ in the year 2017, before me personally appeared: _____, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that he/she resides at _____, County of _____, State of _____; and further that:

[Check One]

(□ If an individual): __he executed the foregoing instrument in his/her name and on his/her own behalf.

(□ If a corporation): __he is the _____ of _____, the corporation described in said instrument; that, by authority of the _____ of said corporation, he/she is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, he/she executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

(□ If a partnership): __he is the _____ of _____, the partnership described in said instrument; that, by the terms of said partnership, he/she is authorized to execute the foregoing instrument on behalf of the partnership for the purposes set forth therein; and that, pursuant to that authority, he/she executed the foregoing instrument in the name and on behalf of said partnership as the act and deed of said partnership.

_____
Notary Public

EXHIBIT A

STANDARD SUNY CONTRACT CLAUSE

See attached.