

10/12/2010

**AFFILIATION AGREEMENT
BETWEEN
THE PENNSYLVANIA STATE UNIVERSITY AT ERIE, THE BEHREND
COLLEGE AND THE
THE STATE UNIVERSITY OF NEW YORK
UNIVERSITY AT BUFFALO, SCHOOL OF PHARMACY AND
PHARMACEUTICAL SCIENCES**

This Agreement is made by and between The Pennsylvania State University, a non-profit corporation organized and instrumentality of the Commonwealth of Pennsylvania, with its principal office located at 2058 Old Main, University Park, Pennsylvania 16802, on behalf of Penn State Erie, The Behrend College [herein referred to as "Penn State Behrend"] 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 School of Pharmacy and Pharmaceutical Sciences with offices at 126 Cooke Hall, Buffalo, New York 14260-1200 [hereinafter referred to as "the University at Buffalo"].

PURPOSE

- I. The Pennsylvania State University and The State University of New York University at Buffalo School of Pharmacy and Pharmaceutical Sciences agree to cooperate in providing an accelerated 3 + 4 undergraduate/professional school education leading to the baccalaureate degree from Penn State Behrend and the doctor of pharmacy (Pharm.D.) degree from the University at Buffalo.

The first phase (undergraduate) of the collaborative program will consist of the completion of a minimum of 103 semester hours in the Biology Pre-Professional Option at Penn State Behrend and 23 semester hours from 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 Penn State Behrend, and upon approval of the University at Buffalo, the student will complete the remaining requirements for the doctor of pharmacy degree.

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

Students will have completed at least one year of English, one year of biology, one year of inorganic chemistry, one year of organic chemistry, one year of calculus, one year of physics, one semester of biostatistics, one semester of economics, and one semester of general psychology or sociology by the end of the spring semester prior to the fall in which the student will enter the first year of the Pharm.D. program. The Penn State Behrend student must be in the Biology Major with the Pre-Professional option, and have completed 103 Penn State credits.

Penn State Behrend students can receive conditional acceptances based upon the anticipated completion of the above requirements before June 30th of the admission year. The University at Buffalo may also require a formal interview with a designated interviewer as part of the Pharm.D. admission process. The Pharm.D. Admissions Committee is seeking the following *minimum* requirements:

1. Earn (on the 4.0 grading system) the following minimum grade point averages at Penn State Behrend:
 - (a) Prerequisite course science and mathematics GPA 3.3
 - (b) Overall GPA 3.3
2. Take the PCAT (Pharmacy College Admission Test) no later than October of the junior year and earned minimum scores of 300 (computed by combining the percentile scores in Verbal Ability, Reading Comprehension, Biology, Chemistry, and Quantitative Ability). A maximum of two (2) test administrations will be allowed.
3. Submit an application through the Pharmacy College Application Service (PharmCAS) during the fall of their junior year, no later than December 1 (or a mutually agreed upon date).
4. Receive a favorable letter of recommendation from the Penn State Behrend, Health and Allied Health Professions Committee.
5. Meet the Pharm.D. Supplemental Application deadline of the first day of February.

Baccalaureate applicants will be subject to the same admissions standards as the 3 + 4 students, with a year's extension on the time frame outlined in (2) for taking the PCAT and 13 months extension on completing the application (outlined in (3)).

III. MUTUAL RESPONSIBILITIES

1. Penn State Behrend agrees to:

- (a) Provide courses that meet the prerequisite requirements for the Doctor of Pharmacy (Pharm.D.) program at the University at Buffalo's School of Pharmacy and Pharmaceutical Sciences.
- (b) Designate a person who will serve as coordinator of the joint program at Penn State Behrend. The coordinator 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 Health and Allied Health Professions 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 Penn State Behrend students who intend to apply to the joint program.
 - (iv) serve as liaison between Penn State Behrend and the University at Buffalo School of Pharmacy and Pharmaceutical Sciences for any and all issues involving the affiliation.
- (c) Confer the baccalaureate degree on candidates who successfully complete all degree requirements of Penn State Behrend, and who successfully complete the first year of professional study at the University at Buffalo School of Pharmacy and Pharmaceutical

Sciences. The student must earn one hundred three (103) Penn State Behrend credits in the Biology (BIOBD) Major in the Pre-Professional option, and twenty-three (23) science credits at the University at Buffalo to receive the Penn State baccalaureate degree. The first year in the Pharm.D. program at the University at Buffalo will include science courses or their equivalents listed in the academic year program: biochemistry (4 credits), medicinal chemistry (3), pharmacy calculations (3), human physiology I (3), human physiology II (3), microbiology (4) and physical pharmacy (3). Only grades of C or better will transfer from the University at Buffalo to Penn State Behrend. University at Buffalo courses and credits, but not grades, will be listed on the Penn State Behrend transcript.

2. The University at Buffalo agrees to:
 - (a) Designate a person who will serve as coordinator of the joint program at the University at Buffalo. The coordinator will:
 - (i) serve as a liaison between the University at Buffalo and Penn State Behrend 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 Pharm.D. program is forwarded to Penn State Behrend in a timely fashion.
- (b) Guarantee a minimum of four (4) seats in the incoming class for Penn State Behrend students who are deemed fully acceptable by the University at Buffalo Pharm.D. Admissions Committee. Applicants failing to meet the requirements of their conditional acceptance may not be enrolled. These individuals will be counted against the four (4) seats guaranteed Penn State Behrend.
- (c) Penn State Behrend students who have been identified as candidates for this program will be invited to visit the University at Buffalo prior to their application. Information regarding affiliation program visit days will be provided to the Penn State Behrend liaison.
- (d) After two (2) years, liaisons from both institutions will meet to evaluate the progress of the program.

IV. GENERAL CONSIDERATIONS

1. Penn State Behrend will not charge tuition for the transitional year to students who enter the University at Buffalo Pharm.D. program immediately following the junior year; however, Penn State Behrend will require the student 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 Penn State Behrend shall be considered matriculated pharmacy doctoral students in the undergraduate phase of the doctoral program and shall pay the applicable SUNY undergraduate tuition.

- .1. Any student participating in the affiliation program who wishes to apply for financial assistance should apply to Penn State Behrend for the semesters during which the student shall be enrolled at Penn State Behrend and to the University at Buffalo School of Pharmacy and Pharmaceutical Sciences for the semesters during which the student shall be enrolled in the Pharm.D. program. No student participating in this affiliation agreement shall have any preference in obtaining financial assistance over other students from institutions that are not so affiliated.
- .2. No Penn State Behrend students shall be given any preferential consideration by the University at Buffalo Pharm.D. 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 School of Pharmacy and Pharmaceutical Sciences.
- .3. Penn State Behrend agrees to indemnify and hold harmless the University at Buffalo from and against any and all claims, demands, actions, settlements, or judgments, including attorney's fees and litigation expenses, based upon or arising out of the activities described in this

Agreement, to the extent that such claims, demands, actions, settlements or judgments are occasioned by the negligence, actions or omissions of Penn State Behrend, its officers or employees, while acting within the scope of their employment.

- .4. The University at Buffalo agrees that, to the extent permitted by law, it will be responsible for any and all liabilities, claims, losses, damages, suits or judgments, and any and all costs and expenses including, but not limited to, reasonable counsel fees and disbursements, if assessed by a court of competent jurisdiction, arising from the negligence of the State of New York, State University of New York, or their respective officers or employees, while acting within the scope of their employment, regardless of location as provided by law.
- .5. Penn State Behrend and the University at Buffalo School of Pharmacy and Pharmaceutical Sciences will fully, comply with any applicable local, state and federal laws and regulation barring, discrimination on the basis of race, religion, color, sex, age, national origin, handicap, sexual preference or veteran status in admission or access to, or treatment or employment in their respective programs and activities.
- .6. It is understood that this Agreement is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between Penn State Behrend and the University at Buffalo School of Pharmacy and Pharmaceutical Sciences, but is rather an Agreement by and between independent

institutions.

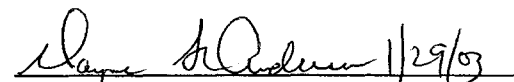
V. AMENDMENTS AND DURATION OF AGREEMENT

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.

This Agreement will go into effect beginning with the 2004/05 academic year, and will remain in effect until either party indicates otherwise in writing, at least three years in advance. Any decision to terminate the program will not affect the status of any Penn State Behrend students currently accepted into or enrolled in the program at the School of Pharmacy and Pharmaceutical Sciences.

 2/7/03

Roger F. Knacke, Ph.D.
Date
Director, School of Science
Pennsylvania State University at Erie
The Behrend College

 1/29/03

Wayne K. Anderson, Ph.D.
Date
Dean
School of Pharmacy & Pharmaceutical
Sciences
The State University of New York,
University at Buffalo

 2/7/03

Jack D. Burke, Ph.D.
Date
Interim Provost and Dean
Pennsylvania State University at Erie
The Behrend College



Kerry S. Grant, Ph.D.
Date
Vice Provost for Academic Affairs
and Dean of the Graduate School
The State University of New York,
University at Buffalo

John J. Romano 3/20/03
John J. Romano, Ph.D. Date
Vice Provost and Dean
Enrollment Management and Administration
Pennsylvania State University, University Park

For the Board of Trustees of
The Pennsylvania State University:

David F. Marshall 3/26/03
David F. Marshall Date
Assistant Treasurer