Articulation Agreement
Between
SUNY Upstate Medical University
And
SUNY Cobleskill

Agreement

THIS ARTICULATION AGREEMENT, is made this 15th day of September, 2010, by
and between Upstate Medical University, an educational institution within the State
University of New York (SUNY) system (hereinafter “Upstate”) and SUNY Cobleskill,
also an educational institution within the State University of New York (SUNY) system
(hereinafter “Cobleskill”).

BACKGROUND

WHEREAS, Upstate has graduate degree programs in Biochemistry and Molecular
Biology; Cell and Developmental Biology; Microbiology and Immunology;
Neuroscience; Pharmacology; and Physiology (hereinafter referred to as “Biomedical
Sciences”)

WHEREAS, Cobleskill provides bachelor of science degree programs Biotechnology
with advanced specialization in cellular biology, genetics, and molecular biology
(hereinafter referred to as “undergraduate biotechnology programs”) that would qualify
successful Cobleskill students for advanced studies in the aforementioned programs at
Upstate; and

WHEREAS, Upstate and Cobleskill are desirous of establishing a strategic and
sustainable cooperation with each other for the purpose of offering undergraduate science
majors at Cobleskill both opportunity and incentive to enter the graduate programs in the
Biomedical Sciences at Upstate; and

WHEREAS, Upstate and Cobleskill in order to facilitate this relationship will encourage
direct contact and cooperation between their faculty, students, and staff subject to the
provisions of this Agreement.
NOW THEREFORE, intending to be legally bound, the parties hereto agree as follows:

1. Development of Communication. The parties will facilitate familiarity with each other's respective programs via visits, invited seminars, telephone, and written communication interchanges between the parties and sharing of information with students.

2. Admission to Upstate Summer Research Fellowship (SURF) Program. Upstate will hold one slot per year in the SURF program for a Cobleskill Biotechnology major who meets the following criteria: they will have completed the Spring Semester of their junior year, maintained a 3.7 GPA, and want to enter graduate school to work towards a career in biomedical research. While one slot per year is promised for a student meeting these criteria, Upstate encourages any Cobleskill undergraduate science major to apply to the program if their goal is to enter graduate school to work towards a career in biomedical research. Before February 15 of the year the student will enter, the nominee will be provided to the director of the SURF program in writing by the Dean of the School of Liberal Arts and Sciences at Cobleskill.

3. Upstate will hold one slot per year in the Ph.D. program for a Cobleskill Bachelor of Science student who has met the basic course requirements for admissions and who has obtained an overall GPA and combined verbal and quantitative GRE score greater than or equal to the mean of the previous year's incoming class (currently 3.64 and 1180, respectively) and with satisfactory recommendations from the Cobleskill faculty members. It is expected that this student will have a strong interest in Biomedical Sciences and will have some previous laboratory research experience. The student would receive a fellowship, tuition waiver and health and dental insurance that are equivalent to those of other students entering the Upstate Biomedical Sciences Program. The student will have the same rights, privileges, requirements and responsibilities of other Biomedical Science graduate students. Before February 1 of the year the student will enter, the nominee will be provided to the Dean of Graduate Studies in writing by the Dean of the School of Liberal Arts and Sciences at Cobleskill.

4. Mutual Terms and Conditions.

a. Term of Agreement. The term of this Agreement shall be five years from the date of execution. This Agreement may not exceed a period of five years.

b. Termination of Agreement. Either party may terminate this Agreement for any reason with ninety (90) days notice. Either party may terminate this Agreement in the event of a substantial breach. However, all students enrolled and accepted by Upstate at the time of a termination will receive the full benefit of this agreement.

c. Nondiscrimination. The parties agree to continue their respective policies of nondiscrimination based on Title VI of the Civil Rights Act of 1964 in regard to sex, age, race, color, creed, national origin, Title IX of the Education Amendments of 1972 and other applicable laws, as well as the provisions of the Americans with Disabilities Act.
d. Interpretation of the Agreement. The laws of the State of New York shall govern this Agreement.

e. Modification of Agreement. This Agreement shall only be modified in writing with the same formality as the original Agreement.

f. Relationship of Parties. The relationship between the parties to this Agreement and to each other is that of independent contractors. The relationship of the parties to this contract to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.

g. Liability. Neither of the parties shall assume any liabilities to the other, except as specifically stated in this Agreement. As to liability for damage, injuries or death to persons, or damages to property, the parties do not waive any defense as a result of entering into this Agreement unless such a waiver is expressly and clearly written into a part of this Agreement. Each party is responsible for their own financial obligations in order to fulfill their obligations pursuant to the terms of this agreement.

h. Entire Agreement. This Agreement represents the entire understanding between the parties. No other oral understandings or promises exist in regards to this relationship.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of the date previously indicated.

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Steven R. Goodman, Ph.D., Vice President for Research and Dean, College of Graduate Studies, Upstate Medical University

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Susan Zimmermann, Ph.D., Interim Dean, School of Liberal Arts and Sciences, State University of New York Cobleskill

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Anne C. Meyers, Ph.D., Provost and Vice-President of Academic Affairs, State University of New York Cobleskill