

Articulation Agreement  
Between  
SUNY Upstate Medical  
University  
And  
Lock Haven University

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### **Agreement**

THIS ARTICULATION AGREEMENT, is made this 30th day of October, 2015, by and between Upstate Medical University, an educational institution within the State University of New York (SUNY) system (hereinafter "Upstate") and LOCK HAVEN UNIVERSITY OF PENNSYLVANIA, (hereinafter referred to as "Lock Haven"), an educational institution of the State System of Higher Education, Commonwealth of Pennsylvania.

### **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"); and

WHEREAS, Lock Haven provides undergraduate degree programs in Physics, Chemistry, Biology, Biology/Chemistry, Health Sciences and a minor in Nanotechnology (hereinafter referred to as "undergraduate science programs") that would qualify successful Lock Haven students for advanced studies in the aforementioned programs at Upstate; and

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

WHEREAS, Upstate and Lock Haven 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, 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 allot one slot per year in the SURF program for a Lock Haven Science student who meets the following criteria: s/he will have completed the Spring Semester of junior year, maintain a  $\geq 3.7$  GPA, and want to enter graduate school to work towards a career in biomedical research. Before February 15<sup>th</sup> of the year the student will enter the SURF program, the name and credentials of the nominee will be provided to the director of the SURF program in writing by the Dean of the College of Natural, Behavioral and Health Sciences at Lock Haven. The nominee will be required to complete a basic online application for administrative purposes. While one slot per year is reserved for a student meeting these criteria, Upstate encourages any undergraduate students majoring in science at Lock Haven to apply to the program if their goal is to enter graduate school to work towards a career in biomedical research.

3. Upstate will hold one slot per year in the Ph.D. program for a Lock Haven 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 311, respectively) and with excellent recommendations from the Lock Haven faculty members. It is expected that the student will have a strong interest in Biomedical Sciences and will have previous laboratory research experience. The student would receive a stipend, tuition scholarship and other benefits that are equivalent to that of other students entering the Upstate Biomedical Sciences Program. Before January 15<sup>th</sup> of the year that the student will enter the graduate program, the nomination packet of the student (transcript, personal statement, faculty letters of recommendation, GRE scores) will be provided to the Dean of the College of Graduate Studies at Upstate with a nomination letter from the Dean of the College of Natural, Behavioral and Health Sciences at Lock Haven. The nominee will be required to complete a basic online application for administrative purposes. The student will have the same rights, privileges, requirements and responsibilities as other Biomedical Science graduate students.

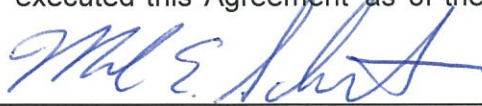
4. Mutual Terms and Conditions.

- 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. The term limit of this agreement will not affect students enrolled at Upstate or about to enroll at Upstate.
- 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. Students are protected by Title IX of the Education Amendments of 1972 and other applicable laws, as well as the provisions of Section 504 of the Rehabilitation Act of 1973 (as amended) and the Americans with Disabilities Act (ADA) of 1990. Both parties agree to cooperate with investigations of claims of discrimination or harassment.

- d. Reporting of Sexual Violence and Sexual Harassment. Upstate shall report any incident in which a student is the victim of sexual assault, dating violence, domestic violence, stalking or sexual harassment to the University Title IX Coordinator, Ms. Deana Hill, Associate Vice President for Human Resources, dhill@lhup.edu; 570-484-2014. Ms. Hill will work with SUNY Upstate's Office of Diversity and Inclusion in order to ensure that any incident is properly investigated and reported.
- e. Modification of this 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 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 specially 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 in to 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

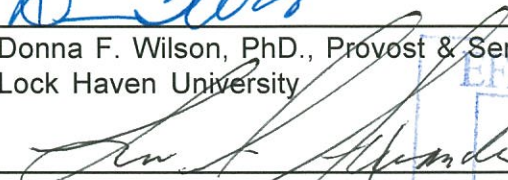
IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of the date previously indicated.



Mark E. Schmitt, PhD., Dean, College of Graduate Studies, SUNY Upstate Medical University

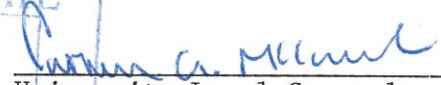


Donna F. Wilson, PhD., Provost & Senior Vice President for Academic Affairs  
Lock Haven University



University Legal Counsel  
(Approved for Form & Legality)

EFFECTIVE DATE  
DEC 14 2015  
OFFICE OF THE LEGAL COUNSEL



University Legal Counsel  
(Approved for Form & Legality)