

ARTICULATION AGREEMENT

New York University

College of Nursing

AGREEMENT made as of the 22 day of May, 2009 by and between New York University, an education corporation organized under the laws of the State of New York ("NYU"), on behalf of its College of Nursing, 246 Greene Street, New York, NY 10003-6677 ("NYUCN"), and Skidmore College, an education corporation organized under the laws of New York located at 815 North Broadway, Saratoga Springs, New York 12866 ("Skidmore College").

WITNESSETH:

WHEREAS, the parties agree that establishing a program of studies to enable qualified students to complete the requirements for the baccalaureate degree from Skidmore College and the 15 month accelerated baccalaureate nursing degree from NYUCN or a two year non-accelerated baccalaureate nursing program (the "Program") would further the educational objectives of both NYUCN and the College; and

WHEREAS, NYUCN wishes to provide an opportunity to qualified Skidmore students to be accepted and enrolled into its 15 month accelerated or a two year non-accelerated baccalaureate nursing program (the "Program"), and subsequently be eligible for the Dual Degree Program, a B.S./M.S. program, which enables students to obtain a bachelor's degree in Nursing and a master's degree in Nursing that prepares them to be nurse practitioners, midwives, educators, informaticists, or nurse managers; and

WHEREAS, Skidmore wishes to offer qualified and interested matriculants in its four year baccalaureate program ("Students") the opportunity to complete the requirements of the baccalaureate program at Skidmore College and enroll in either the 15 month accelerated baccalaureate nursing program or the two year non-accelerated baccalaureate nursing program at NYUCN as set forth more fully herein.

NOW, THEREFORE, the parties agree as follows:

A. Admission to the Program

(1) Skidmore College may recommend a Student for the Program at any time after the Student completes eight full semesters of study at Skidmore College. NYUCN will cooperate in providing assistance in completing and filing applications to the undergraduate nursing program.

(2) To be eligible for admission to the Program, a Student must meet at least the following criteria; provided, however, that NYUCN may, in its discretion, modify such criteria upon written notice to the Skidmore College:

- a) The minimum eligibility requirements are a 3.0 average GPA earned in the overall GPA and prerequisite GPA from Skidmore College.
- b) In order for a student to be eligible for the Program, the student must have successfully completed the following courses at Skidmore:
 - (i) EX 126 Anatomy & Physiology I, 4 credits
 - (ii) EX 127 Anatomy & Physiology II, 4 credits
 - (iii) BI 165 Microbes and Society, 4 credits or BI 246 Microbiology: Diversity, Disease, and the Environment, 4 credits
 - (iv) CH 103 Fundamentals of Chemistry with Lab, 4 credits or CH 105 Chemical Principles I, 4 credits
 - (v) PS 217 Statistical Methods in Psychology I, 4 credits or MS 104 Introduction to Statistics, 4 credits or MA 100 Quantitative Reasoning, 3 credits
 - (vi) PS 207 Introduction to Child Development, 4 credits
 - (vii) PS 302 Adult Development, 4 credits
 - (viii) EX 242 Principles of Nutrition for Health and Performance, 4 credits
- c) No final grade of "C-" "D" or "F" in any course required pursuant to this Section of the Agreement;
- e) Two letters of recommendation for admission to NYUCN from Skidmore College, with at least one letter from a Skidmore science professor.
- (f) Satisfaction of the requirements for admission as identified by the NYU Office of Undergraduate Admissions, including submission of an on-line

application, or other requirements that would otherwise apply to students for admission or transfer to NYUCN.

(3) Upon approval of a Student for recommendation into the Program, Skidmore College shall forward to NYUCN for consideration the applications submitted by those Program applicants who have been recommended for admission by Skidmore College, and any other documents or information as NYUCN may require for admission into the Program including but not limited to a copy of the Student's official transcript, a separate calculation of the Student's grade point average for science and non-science courses, and a recommendation on behalf of the Student. Skidmore College shall require each applicant to consent to the disclosure of all application materials to NYUCN. NYUCN shall have the right to interview any Program applicant prior to acceptance into the Program.

(4) Admission of a Student into the Program will be determined by NYUCN in its sole discretion. . After receipt of the materials provided to NYUCN by Skidmore College in accordance with this Agreement, NYUCN's goal is to admit no fewer than five Program Students from Skidmore College that it deems to be qualified, as determined in its sole discretion, into the Program. Notwithstanding any other provision of this Agreement, however, both conditional and final admission of a Student to NYUCN shall be determined by NYUCN in its sole discretion, and subject to and conditioned upon satisfactory completion of all requirements and criteria for admission to NYUCN.

(5) NYUCN reserves the right to withdraw an offer of admission to a Student if, as a result of his or her last semester of coursework at Skidmore College, the student fails to satisfy the criteria for eligibility for admission into NYUCN.

B. General Conditions

(1) Representatives of Skidmore College and NYUCN shall consult at least once a year to review the progress of the Program.

(2) The undergraduate prerequisite course of studies in accordance with this Agreement to be pursued by the Students who wish to apply to the Program shall be set forth in Skidmore College's catalog ("Undergraduate Courses"). Any changes in that section of that catalog must be agreed to in advance by both parties and must conform to this Agreement, Skidmore College's requirements for a bachelor's degree, and the requirements for admission to NYUCN. Students in the Program must complete the undergraduate coursework at Skidmore College.

(3) NYUCN and Skidmore College will cooperate in basic recruitment with respect to Student applications to the Program as well as in the development and preparation of promotional materials (including publicity and advertising) for recruiting Students into the Program. Each party shall have the right to review and approve the content of all such recruitment and promotional materials; recruitment, promotional, and other material shall not be

disseminated by either party unless it has previously been approved, in writing, by the other party.

(4) Upon matriculating at Skidmore College, Students shall be subject to all applicable rules, regulations, policies, procedures and practices of Skidmore College, including, without being limited to, student conduct, discipline, academic evaluation and progress, financial matters, and student life. NYUCN shall have no responsibility or liability for any acts or omissions of Skidmore College while the Student is enrolled at Skidmore College.

(5) Upon matriculating at NYUCN at the completion of the baccalaureate degree at Skidmore College, Students shall be subject to all applicable rules, regulations, policies, procedures and practices of NYUCN, including, without being limited to, student conduct, discipline, academic evaluation and progress, financial matters, and student life. Skidmore College shall have no responsibility or liability for any acts or omissions of NYUCN while the Student is matriculated at NYUCN.

(6) Each party agrees that it will comply with any and all applicable, federal, state, and local government laws and regulations, which prohibit discrimination because of race, color, creed, sex, age, marital status, sexual orientation, disability, national origin or other protected status.

(7) Nothing contained in this Agreement shall create any agency, partnership, or joint venture between the parties hereto. Neither party shall have any right or authority to create any obligation or responsibility, express or implied, on behalf of or in the name of the other party, or to bind the other party contractually in any manner whatsoever. Under no circumstances, as a result of this Agreement, shall any officer, agent, employee, or representative of one party be considered an officer, agent, employee, or representative of the other party.

(8) It is agreed that this Agreement does not prohibit either party from establishing similar arrangements in the future with other institutions of higher education.

(9) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(10) Neither party may modify the terms of this Agreement except in a writing signed by both parties.

(11) This Agreement supersedes any and all other agreements or understandings, either oral or in writing, between the parties with respect to the subject matter hereof, and contains the entire agreement between the parties concerning said subject matter. If any provision of this Agreement shall be found to be invalid, the remaining provisions shall continue in full force and effect.

(12) No waiver of any term, provision or condition of this Agreement in any one or more instances shall be deemed to be or construed as a further or continuing waiver of any such term, provision, or condition of this Agreement or as a waiver of any other term, provision, or condition of this Agreement.

(13) This Agreement shall be governed by and construed in accordance with the laws of the State of New York and the parties hereto shall submit to the jurisdiction of the federal and state courts located in New York County, New York State, for the resolution of any dispute arising hereunder, regardless of the place of execution or performance of this Agreement.

(14) (a) This Agreement becomes effective as of the date written above, and will continue in full force and effect for three (3) academic years. Thereafter, this Agreement shall be renewed automatically for each succeeding academic year unless terminated earlier as set forth herein.

(b) This Agreement may be terminated by either party, with or without cause, upon written notice to the other party given at least one full academic year prior to the effective date of termination.

(c) Upon material breach of any term of this Agreement by a party hereto (the "Breaching Party"), the other party (the "Non-Breaching Party") may give written notice to the Breaching Party describing in detail such breach. If the Breaching Party shall not have cured such breach within thirty (30) days of receiving notice thereof, the Non-Breaching Party may give written notice to the Breaching Party that it elects to terminate this Agreement and shall specify a date upon which such termination shall take effect, which date shall not be less than thirty (30) days from the date of such notice.

(d) This Agreement shall automatically terminate, without notice or further action of either party, upon the receivership or bankruptcy of either party.

(e) This Agreement shall automatically terminate without notice or further action of either party, upon the loss by the either party of its license or accreditation.

(f) In the event of termination the parties will make available all resources necessary to permit students currently accepted or enrolled in the Program as of the date at which termination is effective to complete the Program.

(15) Any notice or other communication required, desired or permitted to be given pursuant to the terms of this Agreement shall be in writing and sent by messenger, or by certified or registered mail, return receipt requested, addressed as follows:

If to NYU or NYUCN:

Dean
New York University College of Nursing
246 Greene Street
New York, NY 10010

If to Skidmore College:

President
Skidmore College
815 North Broadway
Saratoga Springs, New York 12866

Notice sent by mail in accordance with this section, shall be deemed to have been given on the date that such notice is deposited into the mail. Any notice given in any other manner shall be deemed "given" when actually received. Either party may change the place to which notices to it are to be sent by notice given pursuant to this paragraph.

(16) Neither this Agreement nor any rights or obligations hereunder may be assigned or transferred by either of the parties hereto without the prior written consent of the other party. Any purported assignment or transfer for which such consent has not been obtained shall be null and void. This Agreement is not for the benefit of any third party.

(17) The parties agree that, except as expressly provided herein, there shall be no monetary consideration paid by either party to the other, and neither party shall be entitled, solely as a result of this Agreement, to any portion of the tuition and/or fees received by the other party from a student.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives to be effective the day and year first above written.

NEW YORK UNIVERSITY

SKIDMORE COLLEGE

By: _____

By: Galen Kress

Name:

Title:

By: Robert Berne

Robert Berne

Senior Vice President for Health

New York University

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