

**AFFILIATION AGREEMENT**  
**BETWEEN**  
**THE STATE UNIVERSITY OF NEW YORK, UNIVERSITY AT BUFFALO**  
**SCHOOL OF PHARMACY & PHARMACEUTICAL SCIENCES**  
**AND**  
**HERKIMER COLLEGE**

**INTRODUCTION**

This Agreement is made by and between HERKIMER COLLEGE (hereafter “College”), with its principal office located at 100 RESERVOIR ROAD, HERKIMER, NEW YORK 13350 and The State University of New York, an educational corporation organized and existing under the laws of the State of New York, with its principal office located at H. Carl McCall SUNY Building, 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 Pharmacy Building, Buffalo, New York 14214-8033 [hereinafter referred to as “The University at Buffalo”].

The University at Buffalo and College recognize that certain students have the capacity and readiness to pursue their associates degree and their Doctor of Pharmacy (PharmD) degree training in six years.

The University at Buffalo and College desire to encourage and educationally stimulate these students by providing an opportunity for them to streamline their course of study at their Community College to seamlessly transfer to the UB SPPS PharmD program.

**PART I**

**SCOPE OF THE COLLABORATION**

The areas of cooperation, subject to mutual consent, include activities and programs offered at either institution as deemed mutually desirable and feasible. Both institutions agree to contribute to fostering development of collaborative relationships to the mutual benefit of their faculty and students.

The University at Buffalo and College are entering into this Affiliation Agreement pursuant to which students can obtain an Associates of Art or Science degree and a Doctor of Pharmacy (PharmD) degree in six years via a 2 + 4 arrangement (the “Partnership”). The spirit of this Affiliation Agreement is to provide highly qualified and motivated students a convenient and predictable process from which they can plan academically and financially.

## PART II

### 2 + 4 CURRICULUM & PROGRAM TERMS

#### A. Curriculum

- a. College and the University at Buffalo School of Pharmacy and Pharmaceutical Sciences agree to cooperate in providing a 2 + 4 undergraduate/professional school education leading to the associates degree from 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 ASSOCIATES IN HEALTH PROFESSIONS A.S. at HERKIMER COLLEGE including all of the University at Buffalo PharmD program required prerequisite courses. The second phase will consist of completion of the four-year curriculum of the Doctor of Pharmacy program at the University at Buffalo. Under this agreement, the student would receive an associate's degree from College and, upon approval of the University at Buffalo, the student will complete four years of professional study and requirements for the Doctor of Pharmacy degree. This is a six-year program developed between College and the University at Buffalo that allows a participating student the opportunity to receive an associate's degree and a Doctor of Pharmacy degree. The first two years of the program are completed at College and the last four years are spent at the University at Buffalo. At the time of the agreement, financial aid will cover some, but not all, of an AA or AS but allows a strong candidate a 2+4 at a top ranked pharmacy school and saves a candidate an additional 1-2 years of undergraduate education.
- b. Each institution shall continue to be solely responsible for matters of course content, faculty, student evaluation, awarding of credit, accreditation and related issues regarding the issuance of its degrees.
- c. If either institution makes or plans to make a material change in its curriculum related to the Program, that institution will notify the other institution in a timely manner so the impact of such change on the Program can be mutually evaluated.

#### B. Application and Admission Process

- a. College 2+4 students interested in the 2+4 BA/BS/PharmD Program should consult with their 2+4 Program Advisor during their freshman/first-year or sophomore/second- year to discuss and plan for the 2+4 requirements, listed in B(c) below.
- b. The University at Buffalo 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. The University at Buffalo prerequisite courses must be successfully completed with a grade equal to, or greater than, a C (2.0) by the end of the summer semester prior to fall matriculation.
  2. Earned a prerequisite course science and mathematics GPA of 3.0 or above and cumulative/overall GPA at College E of 3.0 or above; and
  3. Students must apply to The University at Buffalo using the Pharmacy College Application Service (PharmCAS) no later than October 1 of their sophomore/second year of academic studies; and

4. Submit two letters of recommendation from members of College faculty no later than November 1 of their sophomore/second year.
  5. 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.
  6. Maintain the appropriate moral and ethical standards necessary for admission and for the eventual attainment of professional licensure.
  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, letters of reference and evaluation, 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) from a vendor approved by The University at Buffalo at the student's expense. The CBC is due within 15 days of the acceptance confirmation email.
  9. At the end of the first and second years, 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.
- c. Admission to The University at Buffalo will be conditional upon the student meeting the requirements in B(c) above. Students applying will be granted a PharmCAS application coupon code for The University at Buffalo application.
  - d. Students who do not meet the stated requirements are still eligible to apply to the Program but may not gain admission as determined by the admissions department at The University at Buffalo.
  - e. Each institution is solely responsible for its own admission criteria, process and acceptance decisions.
  - f. The institutions may modify the admissions criteria and process by mutual written agreement as needed.
  - g. Following the receipt by The University at Buffalo of all requirements listed in B(b) above, The University at Buffalo will review and arrive at an admission decision.
  - h. The University at Buffalo will inform College's 2+4 Program Advisor of annual admission decisions in a timely manner.

#### D. Mutual Responsibilities

1. College agrees to:
  - (a) Provide courses that meet the prerequisite requirements for the Doctor of Pharmacy (PharmD) program at The University at Buffalo.

- (b) Designate a person who will serve as coordinator of the collaborative program at College. The coordinator is 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 College 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 College and The University at Buffalo for any and all issues involving the affiliation.
- 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](#) and will:
    - (i) serve as a liaison between The University at Buffalo and 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 College in a timely fashion.
  - (b) Assure entry a minimum of 2 seat(s) in the incoming class for 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) assured entry College.
  - (c) 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 College liaison.
  - (d) Liaisons from the 2 institutions will meet annually to evaluate the progress of the program.

#### E. Tuition and Financial Aid

- a. For academic years 1-2, while in residence at College, students will pay the standard tuition rates to College and be eligible for all standard scholarships, grants and loan programs from College.
- b. For academic years 3-6, while in residence at The University at Buffalo, students will pay The University at Buffalo standard tuition rate to The University at Buffalo and be eligible for all standard scholarships, grants and loan programs from The University at Buffalo.
- c. During the two years in residence at College and the four years in residence at The University at Buffalo, financial aid will be calculated in accordance with the host school's then-current eligibility policies and will be provided by the host institution.
- d. All College students will be fully eligible for scholarships and grants provided to incoming students at The University at Buffalo.

#### A. Recruitment

- a. College and The University at Buffalo will collaborate to create a brand identity for the Program that supports the individual brands of the institutions and promotes the Program.
- b. The University at Buffalo will integrate agreed-upon marketing communications into the College marketing communications process to attract highly qualified students.
- c. The University at Buffalo will provide logos and digital artwork to market the Program. Any use of The University at Buffalo shall be approved in advance by The University at Buffalo. Furthermore, all materials describing the Program must be approved by both The University at Buffalo and College.

### **PART III**

#### **Confidentiality**

- A. The institutions may exchange information that could be confidential and not (a) generally known to the public, (b) already known, through legal means, to the party receiving the information, or (c) legally obtained from a third party.
- B. Each institution agrees to identify in writing confidential information and to use the other's confidential information solely for the purpose contemplated by this agreement and not to disclose such confidential information to any person or entity other than as necessary for such purposes or as required to be disclosed by order of a court of competent jurisdiction, administrative body or governmental body, or by subpoena, summons or legal process, or by law, rule or regulation.

### **PART IV**

#### **GENERAL CONSIDERATIONS**

- A. Any student participating in the affiliation program who wishes to apply for financial assistance should apply to College for the semesters during which the student shall be enrolled at 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. 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.
- B. 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 College retains all of its rights under the First Amendment to the United States Constitution.
- C. 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 College and The University at Buffalo School of Pharmacy and Pharmaceutical Sciences but is rather an Agreement by and between independent institutions.
- D. In accordance with the provisions of the Family Educational Rights and Privacy Act ("FERPA") in order for The University at Buffalo to share information about the students from the student's educational rights, College must agree not to disclose the information to a third party without the student's consent, and to use the information only for the purposes for which it was disclosed.

## **PART V**

### **Amendment, Review and Termination of This Agreement**

- A. 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 2025-2026 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:  
SUNY Office of General Counsel  
University at Buffalo  
The State University of New York  
955 Main Street, Suite 7222  
Buffalo, New York 14203

To the AFFILIATE:  
HERKIMER COLLEGE  
100 RESERVOIR ROAD, HERKIMER, NEW YORK 13350

**IN WITNESS WHEREOF**, the institutions hereto have offered their signatures:

**FOR UNIVERSITY AT BUFFALO SCHOOL OF PHARMACY & PHARMACEUTICAL SCIENCES**

Signature: \_\_\_\_\_

Name: Gary Pollack

Dean of the School of Pharmacy & Pharmaceutical Sciences

Date:

**FOR HERKIMER COMMUNITY COLLEGE**

Signature: \_\_\_\_\_

Name: Nicholas F. Laino

Officer-in-Charge

Date:

Signature: \_\_\_\_\_

Name: Michael A. Oriolo

Provost

Date:

Signature: \_\_\_\_\_

Name: William H. McDonald

Dean of Academic Affairs, BHST Division

Date:

Signature: \_\_\_\_\_

Name: Melissa A. Peek

Coordinator of Transfer Pathways

Date:

**CORPORATE, PARTNERSHIP OR INDIVIDUAL ACKNOWLEDGEMENT**

STATE OF NEW YORK }

: SS.:

COUNTY OF }

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2025 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.



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Notary Public