



AFFILIATION AGREEMENT

This Affiliation Agreement (the "Agreement"), effective as of the 1st day of October, 2015 (the "Effective Date"), is by and between Albany Law School, a New York chartered educational institution having its principal office at 80 New Scotland Avenue, Albany, New York 12208 ("ALBANY LAW") and the University at Albany, State University of New York, a New York chartered educational institution having its principal office at 1400 Washington Avenue, Albany, New York 12222 (the "UNIVERSITY AT ALBANY"). ALBANY LAW and the UNIVERSITY AT ALBANY may each be referred to herein as a "Party" or collectively as the "Parties".

RECITALS

A. Over the course of the past year, ALBANY LAW and the UNIVERSITY AT ALBANY have been engaged in discussions aimed at developing an agreement between the two institutions to deepen their affiliation, develop and implement collaborative academic programs, and expand access to high quality, legal education opportunities in the Capital Region of New York. In establishing this agreement, the goal of the Parties is to forge a partnership that leverages cross-disciplinary synergies to push the evolution of the frontiers in professional and legal education and scholarship, and the disciplines that guide them. Toward this goal, the Parties aim to:

- (i) Enable the academic synergies and benefits to legal, professional and disciplinary education and scholarship for both ALBANY LAW and the UNIVERSITY AT ALBANY;
- (ii) Provide opportunities to explore new and innovative techniques and pedagogical approaches to legal education;
- (iii) Strengthen the student opportunities at ALBANY LAW and the UNIVERSITY AT ALBANY; and
- (iv) Leverage opportunities for operational efficiencies.

B. ALBANY LAW is a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986, or any subsequent amendment thereto (the "Code"), formed for educational purposes as a private institution of higher education.

C. The UNIVERSITY AT ALBANY is tax-exempt under Section 115 of the Code, formed for educational purpose as a public university and is part of the State University of New York ("SUNY") which is a public education corporation within the Education Department of the State of New York.

D. The Parties are formed for substantially similar purposes and conduct educational activities in close proximity to each other.

E. The Parties have determined that it is in their best interests to work collaboratively in furtherance of each Party's educational purposes by sharing services and other resources for collaborative initiatives that are intended to benefit each Party through enhanced recruitment, enhanced enrollment and improved program offerings and desire to set forth the general terms of this collaborative relationship through this Agreement, and to set forth the specific terms of various collaborative efforts in a Master Services Agreement between the Parties.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Incorporation of Recitals. The Recitals set forth above, including any exhibits set forth therein, are acknowledged by the parties hereto to be true and correct and are incorporated herein by reference.

2. Affiliation. The Parties hereby agree that in order to develop and implement collaborative academic programs, provide opportunity to expand interdisciplinary scholarship in professional and legal education, and expand access to high quality, legal education opportunities in the Capital Region of New York, they shall forge a deeper affiliation in accordance with the terms of this Agreement (the "Affiliation"). As soon as reasonably possible after the execution of this Agreement, the Parties shall enter into a Master Services Agreement (the "MSA"), in a form substantially similar to the form attached hereto as **Exhibit A**. The MSA, along with various "Statements of Work" attached thereto, shall set forth the specific terms and conditions of the collaborative activities that the Parties shall undertake in furtherance of the Affiliation. Throughout the duration of this Affiliation, each Party shall remain a separate and distinct legal entity, and nothing contained in this Agreement shall effect any change in the governance, control or administration of either Party, or create or be construed as creating an employee-employer, principal-agent, partnership, joint venture or any similar relationship between the UNIVERSITY AT ALBANY and ALBANY LAW.

3. Academic Programs and Faculty.

(a) The Parties hereby agree that the Affiliation shall not alter either Party's academic degrees, credits or course offerings existing or offered at the time of this Agreement; provided that, pursuant to the terms of the MSA, the Parties may develop collaborative educational programs, including programs that may articulate how each Party accepts academic credit awarded to students by the other Party, and through the Affiliation the Parties shall work to complete any required registrations or obtain any required third party approvals, including by any accrediting bodies, for such collaborative educational programs.

(b) The Parties further agree that through the Affiliation the Parties may assist each other in various training and consulting services, such as on-line course development, student recruitment and services, and research and faculty development.

(c) Through the Affiliation, members of the faculty of each Party shall participate in developing collaborative curricula and co-curricular programs, subject to the policies and procedures of each Party. The faculty of each Party will separately retain their existing role and authority in the governance of the respective Party, including over student admissions, long range planning, curriculum and academic programs, academic standards, conferral of degrees, and faculty affairs. Faculty affairs includes, but is not limited to, authority in faculty hiring, faculty appointments, faculty responsibilities and expectations, faculty structure, and promotion and tenure of faculty, including tenured, tenure-track and contract faculty. ALBANY LAW faculty will continue to enjoy the rights, privileges and responsibilities approved by the Board of Trustees of ALBANY LAW that are contained in the ALBANY LAW Faculty Handbook, as well as those granted or required by American Bar Association and American Association of Law Schools standards and rules. The UNIVERSITY AT ALBANY faculty will continue to enjoy all rights, privileges and responsibilities set forth in the Policies of the SUNY Board of Trustees, the Faculty Bylaws of the UNIVERSITY AT ALBANY, and the current Agreement of the United University Professions.

(d) The Parties acknowledge and agree that all existing employees of each Party shall remain the employees of the respective Party under such Party's policies and practices; however, through the Affiliation the Parties may hire certain new employees.

4. Facilities. The Parties hereby agree that each Party shall continue to have exclusive ownership of and the exclusive right to use their physical assets; provided that the MSA may provide for the Parties to share space in furtherance of the Affiliation. To the extent that one Party occupies or leases the space of the other Party pursuant to a Statement of Work attached to the MSA, then such Statement of Work shall require that fair market value be paid to use or lease such space.

5. Financial Activities. The Parties hereby agree that each Party shall retain exclusive control over such Party's financial resources including, but not limited to: (1) charging, keeping and managing tuition and other fees; (2) the use of all non-tuition revenue, such as grants; and (3) the control and management of all endowment or other reserve funds.

6. Term and Termination. Except as otherwise set forth in this Section 6, the term of this Agreement shall commence on the Effective Date and shall expire when terminated pursuant to the provisions of this Section 6 (the "Term"). The Parties acknowledge that pursuant to ABA Standard 105(a)(5) ALBANY LAW must obtain acquiescence by the ABA's Council on Legal Education before it can affiliate with the UNIVERSITY AT ALBANY, and further acknowledge that ALBANY LAW has commenced the process of obtaining the required acquiescence; therefore, the Parties agree that this Agreement shall commence on the Effective Date pending ABA approval through the acquiescence of the ABA's Council on Legal Education and in the event such approval is denied this Agreement shall terminate automatically. Either Party may terminate this Agreement by serving a written notice of its election to terminate on the other Party at least ninety (90) days prior to the commencement of either the fall or spring academic semester

of the other Party, with such termination being effective on the date specified in such notice (the "Termination Date"); provided that the Parties hereto may agree to make any such termination effective upon less than ninety (90) days' notice. In the event either Party terminates this Agreement in accordance with this Section 6 the Parties hereby agree that they shall take reasonable efforts to accommodate students impacted by such termination and they shall aspire to ensure that no students are harmed by such termination.

7. Exclusivity. During the Term of this Agreement, the Parties agree that they shall not enter into any institutional affiliation agreement relative to providing legal education with any other institutions of higher education; provided that each Party may maintain any existing collaborative courses, programs, and admissions agreements, they may currently have with other institutions of higher education (the "Existing Collaborative Activities"). Additionally, either Party may develop new collaborative courses and programs, and admissions agreements with other institutions of higher education after obtaining the written consent of the other Party, which consent shall not be unreasonably withheld.

8. Affiliation Oversight. The Parties have formed a "Joint Steering Committee", which is co-chaired by the Chair of the Board of Trustees of ALBANY LAW and the President of the UNIVERSITY AT ALBANY, and that has been responsible for determining the terms of the Affiliation as set forth in this Agreement. The Joint Steering Committee shall continue to monitor, oversee and evaluate the specific program elements of this Agreement and the MSA, including any Statements of Work incorporated therein. The Joint Steering Committee shall annually assess the Affiliation and consider any modifications, additions or deletions to this Agreement, and if the Joint Steering Committee approves any such modifications, additions or deletions it shall then recommend that they be adopted in accordance with governing rules and procedures for each Party and that this Agreement be amended accordingly, subject to such consents and approvals as may be required.

9. Successors and Assigns. The agreements contained in this Agreement shall be binding upon and inure to the benefit of the Parties and their successors and assigns.

10. Governing Law and Jurisdiction. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. The jurisdiction of any proceeding commenced by a Party shall be in state or federal court in Albany, New York.

11. Amendments. Amendments to this Agreement shall be made only by the written consent of the Parties.

12. Counterparts and Facsimile. This Agreement may be executed in any number of counterparts. Delivery by facsimile, or other electronic means, of an executed signature page to the Agreement shall be effective as delivery of a manually signed original or counterpart.

13. Severability. If any provision contained in this Agreement is determined to be invalid and contrary to law, the invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.


14. Section Headings Not Controlling. Section headings found herein are for convenience of reference only and shall not control or alter the meaning of this Agreement.

15. Failure to Object. The failure of a Party to raise or object to a breach hereunder or under the attached agreements shall not be treated as a waiver to raise such breach at any time in the future.

16. Agreements. This Agreement, along with its attached exhibits, comprises the entire agreement among the Parties with respect to the subject matter hereunder and/or thereunder. This Agreement, along with its attached exhibits, supersedes any prior agreements or understandings with respect to its subject matter. No representation, statement or condition not contained in this Agreement, along with its attached exhibits, has any force or effect with respect to the subject matter addressed hereunder and/or thereunder.

IN WITNESS WHEREOF, Albany Law School and the University at Albany, State University of New York have executed this Affiliation Agreement as of the day and year first above written.

ALBANY LAW SCHOOL

By: 
Name: Alicia Ouellette
Title: President and Dean
Date: September 28, 2015

**UNIVERSITY AT ALBANY, STATE
UNIVERSITY OF NEW YORK**


By: 
Name: Robert J. Jones
Title: President
Date: September 28, 2015

EXHIBIT A
MASTER SERVICES AGREEMENT
