



ALBANY LAW SCHOOL

MASTER SERVICES AGREEMENT

This Master Services 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 ("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. The capitalized terms shall have the meanings ascribed to them by this Agreement.

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 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, and is tax-exempt under Section 115 of the Code.

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.

F. Having identified common educational purposes, and negotiated at arms-length, the Parties have decided to enter into this Agreement, and through this Agreement, the Parties desire to provide the terms and conditions for the provision of or sharing of all services and

resources with respect to the Parties' educational activities (the "Services"). This Agreement also provides that, from time to time, the Parties may enter into Statements of Work to be appended to this Agreement, each of which, unless otherwise provided for, shall be subject to the terms and conditions of this Agreement.

TERMS

NOW, THEREFORE, for good and valuable consideration given pursuant to the terms, conditions and covenants contained herein, ALBANY LAW and the UNIVERSITY AT ALBANY hereby agree as follows:

1. Term of Agreement. The term of this Agreement shall commence on the Effective Date and shall expire upon its termination as provided for herein (the "Term").

2. Services; Statement of Work. During the Term, ALBANY LAW and UNIVERSITY AT ALBANY shall each provide Services, which shall be limited in scope to promoting the Parties' collective educational purposes 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 through shared services and resources, and shall be described more fully in Statements of Work, the first of which shall be entitled Statement of Work No. 1, and shall be annexed to and made a part of this Agreement as Schedule A ("Statement of Work No. 1"). Additional Statements of Work, which may be entered into from time to time by the mutual consent of the Parties to address the needs of the Parties as they evolve over the Term, shall be numbered sequentially and become part of this Agreement when signed by the Parties. In the event there is any conflict between the terms and conditions of this Agreement and those of any Statement of Work, the terms and conditions of this Agreement shall control; provided that if a Statement of Work expressly overrides a term or condition of this Agreement, then the terms and conditions of the Statement of Work shall control.

3. Fees. In exchange for the Services and in the manner set forth in each Statement of Work, each Party shall reimburse the other for any expenses incurred in the provision of Services (the "Fees"). Except as otherwise stated in this Agreement, the Fees shall only be paid following a Party's compliance with the substantiation requirements provided for in each Statement of Work. In any instance where a Statement of Work requires ALBANY LAW to pay a Fee to the UNIVERSITY AT ALBANY, then ALBANY LAW shall determine, in its sole discretion, whether the UNIVERSITY AT ALBANY has properly complied with a Statement of Work's substantiation requirements, and shall then pay the UNIVERSITY AT ALBANY the Fees in accordance with the terms of the Statement of Work. In any instance where a Statement of Work requires the UNIVERSITY AT ALBANY to pay a Fee to ALBANY LAW, then the UNIVERSITY AT ALBANY shall determine, in its sole discretion, whether ALBANY LAW has properly complied with a Statement of Work's substantiation requirements, and shall then pay ALBANY LAW the Fees in accordance with the terms of the Statement of Work.

4. Independent Contractor. Notwithstanding anything in this Agreement or any Statement of Work to the contrary, each Party is an independent contractor of other Party. All individuals providing services for ALBANY LAW under this Agreement are exclusively agents,

employees or contractors for ALBANY LAW and shall not be considered an agent or employee of the UNIVERSITY AT ALBANY. All individuals providing services for the UNIVERSITY AT ALBANY under this Agreement are exclusively agents, employees or contractors for the UNIVERSITY AT ALBANY and shall not be considered an agent or employee of ALBANY LAW. Nothing contained herein or in any Statement of Work shall 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.

5. Insurance.

a. During the Term, ALBANY LAW shall maintain the following policies of insurance:

- i. Commercial General Liability written on an occurrence basis with limits of \$1,000,000 per occurrence and a \$2,000,000 aggregate including, but not limited to, coverage for bodily injury, personal injury, property damage, ongoing and completed operations, and contractual liability referring to this Agreement, and the other Party shall be an additionally named insured under such liability policy or policies;
- ii. An "Umbrella" follow form liability insurance policy that shall increase to \$10,000,000 the limits of coverage provided by the insurance required by paragraphs i. above;
- iii. Workers' Compensation Insurance for the benefit of all faculty and other employees required to be insured by Workers' Compensation law, and shall maintain such coverage throughout the duration of this Agreement. For the purposes of Workers' Compensation Law, no student or faculty member of either Party shall be considered the employee, servant or agent of the other Party; and
- iv. Other Insurance – ALBANY LAW shall provide and keep in force other insurance in amounts that may from time to time be reasonably required by the Statements of Work against other insurable risks or hazards arising out of the provision of the Services.

b. The State of New York does not purchase insurance against liability arising out of the acts of the State of New York, SUNY, the UNIVERSITY AT ALBANY or their respective officers or employees. In lieu of maintaining such insurance, the State of New York self-retains as to such risks. With respect to self-retention, the State of New York represents that it has the full resources of its taxing power to respond to any claims for liabilities which may arise during the Term of this Agreement, without monetary limits, provided that the State of New York's obligations with respect to any such claims are subject to the availability of lawful appropriations as required by Section 41 of the State Finance Law. Provisions concerning the State of New York's responsibility for any claims for liability as may arise during the Term of this Agreement are set forth in the New York State Court of Claims Act and any damages arising from such

employees or contractors for ALBANY LAW and shall not be considered an agent or employee of the UNIVERSITY AT ALBANY. All individuals providing services for the UNIVERSITY AT ALBANY under this Agreement are exclusively agents, employees or contractors for the UNIVERSITY AT ALBANY and shall not be considered an agent or employee of ALBANY LAW. Nothing contained herein or in any Statement of Work shall 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.

5. Insurance.

a. During the Term, ALBANY LAW shall maintain the following policies of insurance:

- i. Commercial General Liability written on an occurrence basis with limits of \$ __,000,000 per occurrence and a \$ __,000,000 aggregate including, but not limited to, coverage for bodily injury, personal injury, property damage, ongoing and completed operations, and contractual liability referring to this Agreement, and the other Party shall be an additionally named insured under such liability policy or policies;
- ii. An "Umbrella" follow form liability insurance policy that shall increase to \$ __,000,000 the limits of coverage provided by the insurance required by paragraphs i. above;
- iii. Workers' Compensation Insurance for the benefit of all faculty and other employees required to be insured by Workers' Compensation law, and shall maintain such coverage throughout the duration of this Agreement. For the purposes of Workers' Compensation Law, no student or faculty member of either Party shall be considered the employee, servant or agent of the other Party; and
- iv. Other Insurance – ALBANY LAW shall provide and keep in force other insurance in amounts that may from time to time be reasonably required by the Statements of Work against other insurable risks or hazards arising out of the provision of the Services.

b. The State of New York does not purchase insurance against liability arising out of the acts of the State of New York, SUNY, the UNIVERSITY AT ALBANY or their respective officers or employees. In lieu of maintaining such insurance, the State of New York self-retains as to such risks. With respect to self-retention, the State of New York represents that it has the full resources of its taxing power to respond to any claims for liabilities which may arise during the Term of this Agreement, without monetary limits, provided that the State of New York's obligations with respect to any such claims are subject to the availability of lawful appropriations as required by Section 41 of the State Finance Law. Provisions concerning the State of New York's responsibility for any claims for liability as may arise during the Term of this Agreement are set forth in the New York State Court of Claims Act and any damages arising from such

liability shall issue from the New York State Court of Claims Fund or any applicable appropriation of the Legislature of the State of New York.

6. Indemnification.

(a) Subject to the availability of lawful appropriations and consistent with Section 8 of the New York State Court of Claims Act, the UNIVERSITY AT ALBANY shall defend, indemnify and hold harmless ALBANY LAW from and against any final judgment of a court of competent jurisdiction to the extent attributable to the negligence of the UNIVERSITY AT ALBANY, or any of the UNIVERSITY AT ALBANY's officers or employees acting within the course and scope of their employment and within this scope of this Agreement.

(b) ALBANY LAW shall defend, indemnify and hold harmless the UNIVERSITY AT ALBANY from and against any final judgment of a court of competent jurisdiction to the extent attributable to the negligence of ALBANY LAW, or any of ALBANY LAW's officers or employees acting within the course and scope of their employment and within the scope of this Agreement.

(c) Whenever an event or situation arises which, it is reasonable to believe, may lead to an indemnification obligation by the either Party (the "Indemnifying Party") pursuant to the terms of this Section 6, the Party being indemnified (the "Indemnified Party") shall give prompt written notice to the Indemnifying Party of such event or situation and, if a claim is made or suit is brought, the Indemnified Party shall immediately forward a copy of every demand, notice, summons, complaint or other process received by it or its representative to the Indemnifying Party. The Indemnifying Party shall assume the defense of such claim and all costs thereof. The Indemnifying Party shall have the right to negotiate and consent to settlement. The Indemnified Party shall cooperate with the Indemnifying Party in all respects in all phases of a claim and any proceeding arising therefrom, including but not limited to, assisting in the conduct of lawsuits, assisting in enforcing an agreement of contribution or indemnity against a third party, providing witnesses, and making records and information available to the Indemnifying Party. The Indemnified Party shall have the right to employ separate counsel in any such claim and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of the Indemnified Party unless the employment of such counsel has been specifically authorized in writing by the Indemnifying Party. The Indemnifying Party shall not be responsible for any settlement of any such claim effected without its consent.

7. Warranties/Standards of Performance

(a) Each Party shall perform its obligations in a manner that complies with all applicable laws, including laws related: (A) the New York Not-for-Profit Corporation Law; (B) the New York Education Law; (C) all laws related to the UNIVERSITY AT ALBANY's status as a public education corporation; and (D) all laws related to the Parties' statuses as organizations exempt from federal income tax under Sections 115 or 501(c)(3) of the Code, as the case may be.

(b) All personnel assigned to perform Services shall be fully qualified to perform the tasks assigned to them, and shall perform such tasks in a competent and professional

manner, and shall be employees of the Party required to perform services under the applicable Statement of Work.

(c) Each Party required to perform Services under a Statement of Work shall at all times furnish Services with promptness and diligence and shall execute them in a workmanlike manner, in accordance with the practices and high professional standards used in operations performing services similar to the Services.

(d) Each Party required to perform Services under a Statement of Work will use efficiently the resources and services necessary to provide the Services and will perform the Services in a cost-efficient manner consistent with the required level of quality and performance.

(e) The Parties have and will perform reasonable due diligence in preparing Statements of Work under this Agreement.

The limited warranties set forth in this Section 7 and the Statements of Work are the only warranties made by either Party. The Parties make no other warranties, express or implied, including but not limited to any implied warranties of merchantability or fitness for a particular purpose.

8. Non-Disclosure.

(a) Each Party acknowledges that in the course of performing its obligations hereunder, such Party, and its employees, agents and representatives (collectively "Representatives"), may have access to information related to the other Party or its students that is non-public, proprietary or confidential in nature (the "Confidential Information"). Each Party shall, and shall cause its Representatives to (i) keep all of the other Party's Confidential Information confidential; (ii) not disclose any of the other Party's Confidential Information, or any part thereof, in any manner whatsoever, without the other Party's prior written consent; and (iii) not use any of the other Party's Confidential Information or any part thereof, other than to enable such Party to perform its obligations under this Agreement. Additionally, each Party shall, and shall cause its Representatives, to reveal the other Party's Confidential Information only to its Representatives who need to know such Confidential Information in connection with this Agreement, who are informed of the confidential nature of such Confidential Information and who shall agree (in writing) to act in accordance with the terms and conditions of this provision.

(b) Notwithstanding anything set forth in this Agreement, the confidentiality obligations of this Agreement (except with respect to Personal Information as defined in Section 8(c) below) shall not apply to: (a) information which (A) is already in the possession of the party subject to the confidentiality obligations, (B) is or becomes generally available to the public other than as a result of an improper disclosure by the party subject to the confidentiality obligations or its agents, representatives or employees, (C) is independently developed by the party subject to the confidentiality obligations, or (D) becomes available to the party subject to the confidentiality obligations on a non-confidential basis from a source which, to the best of such party's knowledge, is not prohibited from disclosing such information to the party subject to the confidentiality obligations by a legal, contractual or fiduciary obligation to the disclosing party, or (b) disclosures required by applicable law, rule, regulation, order or regulator request or to legal counsel or auditors of the party who are subject to an obligation of confidentiality.

(c) Notwithstanding the generality of the foregoing and in addition thereto, each Party acknowledges that the other Party is and/or will be subject to United States federal and state laws and regulations, including, but not limited to, the federal Family Educational Rights and Privacy Act (collectively, "Privacy Laws") governing privacy and confidentiality of personal or personally identifiable information and records of or regarding each Party's employees, students and prospective students, including, but not limited to, personal and financial information collected related to student financial aid ("Personal Information"). Each Party shall comply with all applicable Privacy Laws relating to the collection, use and disclosure of Personal Information provided to or accessible by the other Party pursuant to this Agreement. To the extent in the course of carrying out the Agreement either Party or any of its Representatives, may possess, collect, process or obtain electronic access to any Personal Information, such Party shall not and it shall cause its Representatives, not to use any such information except to perform the obligations under this Agreement or disclose that information to nonaffiliated third-parties unless pursuant to the express written or electronic consent of the other Party or the student, prospective student or employee, as the case may be. Each Party further certifies that to the extent in the course of carrying out the Agreement such Party or any of its Representatives possesses, collects, processes or obtains electronic access to any Personal Information, it has and shall ensure its Representatives have implemented and will maintain an effective information security program to protect Personal Information, which program includes sufficient administrative, technical and physical safeguards reasonably designed to (a) insure the security and confidentiality of Personal Information; (b) protect against any anticipated threats or hazards to the security or integrity of Personal Information; and (c) protect against unauthorized access to or use of Personal Information that could result in substantial harm or inconvenience to any such student. Each Party agrees that it shall restrict access to Personal Information to Representatives who have a need to know information contained therein to perform such Party's obligations under this Agreement.

(d) Each Party agrees to comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). Each Party shall be liable for the costs associated with such breach if caused by its negligent or willful acts or omissions, or the negligent or willful acts or omissions of its officers or employees.

(e) The Parties acknowledge that as a part of SUNY, records maintained by the UNIVERSITY AT ALBANY are potentially subject to the disclosure requirements set forth in New York's Freedom of Information Law (N. Y. Pub. Off. Law §§84 *et seq.*) ("FOIL"). The Parties further acknowledge and agree that to the extent Confidential Information provided by ALBANY LAW to the UNIVERSITY AT ALBANY is not exempt from the FOIL disclosure requirements under N. Y. Pub. Off. Law §87(2)(a) or (b) because disclosure would violate a federal or state statute or disclosure would constitute an unwarranted invasion of personal privacy, all Confidential Information provided by ALBANY LAW to the UNIVERSITY AT ALBANY shall be treated as proprietary information or trade secrets which if disclosed would cause a substantial injury to the competitive position of ALBANY LAW, and therefore is exempt from the disclosure requirements set forth in FOIL in accordance with N. Y. Pub. Off. Law §87(2)(d). In the event that any Confidential Information provided by ALBANY LAW to the UNIVERSITY AT ALBANY is the subject of a FOIL request received by the UNIVERSITY AT ALBANY, the UNIVERSITY AT ALBANY agrees that it shall provide ALBANY LAW with notice of such request immediately

upon receipt and that it shall cooperate with any efforts made by ALBANY LAW to protect such information from disclosure to the greatest extent permitted by law and at the sole cost and expense of ALBANY LAW.

9. Use of Space. To the extent any Statement of Work requires the Parties to share space or one Party to use the space of the other Party (each a "Use of Space"), each Use of Space shall be considered a mere license, not a lease and shall not be construed to create a landlord/tenant relationship between the Parties, and it shall not grant or create any real property interest to or in the Party using the space of the other Party.

10. Termination.

(a) 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.

(b) Either Party may terminate a Statement of Work 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 "SOW Termination Date"); provided that the Parties hereto may agree to make any such termination effective upon less than ninety (90) days' notice.

(c) In the event either Party terminates this Agreement or a Statement of Work in accordance with this Section 10 the parties hereby agree that they shall take reasonable efforts to accommodate students impacted by such termination and the Parties shall aspire to ensure that no students are harmed by such termination.

11. Limitations on Liability.

(a) Except as stated herein, neither Party shall be liable for any special, incidental, indirect, consequential or punitive damages of any kind, resulting from either Party's performance or failure to perform pursuant to the terms of this Agreement or any Statement of Work, including without limitation any interruption of business, whether resulting from breach of contract or breach of warranty, even if a Party had been advised of the possibility of damages.

(b) Notwithstanding anything set forth in this Agreement, no limitation or waiver of liability or exculpation of either Party hereto shall apply to any liability arising out of or in connection with acts or omissions that constitute gross negligence.

12. Enforceability. If any provision of this Agreement is declared or found to be invalid, illegal, unenforceable or void, then both Parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is invalid, illegal, unenforceable or void. Each Party agrees that it will perform its obligations hereunder in accordance with all applicable laws, rules and regulations now or hereafter in effect.

13. Headings. Headings are for reference purposes only.

14. Notices. Any notices required or permitted to be sent hereunder shall be served personally or by registered or certified mail, return receipt requested, or reputable overnight delivery services such as Federal Express, Airborne Express or DHL:

If to ALBANY LAW: Albany Law School
80 New Scotland Avenue
Albany, NY 12208

If to the UNIVERSITY AT ALBANY: University at Albany
State University of New York
1400 Washington Ave
Albany, NY 12222

or to such other address as either party may designate by notice given from time to time in accordance with this Section. Notices shall be effective on the third day after posting, or if the notice is sent by overnight mail, on the next business day, except in the case of a notice to change an address, which shall be effective upon receipt by the other party.

15. Applicable Law. This Agreement shall be interpreted and construed in accordance with the laws of the State of New York, without regard to the conflicts of law principles thereof. The provisions of Exhibit A, State University of New York standard contract clauses, attached hereto, are hereby incorporated into this Agreement and made part hereof. In the event of any conflict between the terms and conditions set forth in this Agreement, the following order of precedence shall apply: (1) Exhibit A; (2) this Agreement.

16. Venue/Waiver of Jury Trial. Any action brought in relation to this Agreement shall be brought in a Federal or state court in the City of Albany, State of New York, and the Parties hereby irrevocably consent to the jurisdiction of such courts, and both Parties hereby waive any claim or defense that such forum is not convenient or proper.

17. Amendments. This Agreement may not be amended, modified or altered and no provision of this Agreement may be waived except by a written instrument executed by all the Parties. This Agreement, together with each Statement of Work hereunder, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes and merges all prior proposals, understandings and all other agreements, oral and written between the Parties relating to such subject matter. This Agreement shall be binding upon and inure to the benefit of each the UNIVERSITY AT ALBANY and ALBANY LAW.

18. Assignment. Neither Party may assign this Agreement or any Statement of Work or delegate any obligations hereunder or thereunder.


19. Counterparts. This Agreement may be executed by facsimile and in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same document. It is not necessary that each Party execute the same counterpart, so long

as identical counterparts are executed by all Parties. Executed signature pages to any counterpart instrument may be detached and affixed to a single counterpart, which single counterpart with multiple signature pages affixed thereto constitutes an original counterpart instrument. All of such counterpart signature pages shall be read as though one and they shall have the same force and effect as if all of the parties hereto had executed a single signature page.

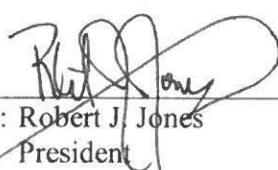
20. Attorneys' Fees. The substantially prevailing party in any dispute between the Parties arising out of the interpretation, application or enforcement of any provision hereof shall be entitled to recover all of its reasonable attorneys' fees and costs from the other Party, whether suit be filed or not, including without limitation costs and attorneys' fees related to or arising out of any trial or appellate proceedings.

IN WITNESS WHEREOF, Albany Law School and the University at Albany, State University of New York have executed this Master Services 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

SCHEDULE A

**STATEMENT OF WORK
[SEPARATE DOCUMENT]**

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a Contractor, licensor, licensee, lessor, lessee or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. **PROHIBITION AGAINST ASSIGNMENT** Except for the assignment of its right to receive payments subject to Article 5-A of the State Finance Law, the Contractor selected to perform the services herein are prohibited in accordance with Section 138 of the State Finance Law from assigning, transferring, conveying, subletting or otherwise disposing of its rights, title or interest in the contract without the prior written consent of SUNY and attempts to do so are null and void. Notwithstanding the foregoing, SUNY may, with the concurrence of the New York Office of State Comptroller, waive prior written consent of the assignment, transfer, conveyance, sublease or other disposition of a contract let pursuant to Article XI of the State Finance Law if the assignment, transfer, conveyance, sublease or other disposition is due to a reorganization, merger or consolidation of Contractor's its business entity or enterprise and Contractor so certifies to SUNY. SUNY retains the right, as provided in Section 138 of the State Finance Law, to accept or reject an assignment, transfer, conveyance, sublease or other disposition of the contract, and to require that any Contractor demonstrate its responsibility to do business with SUNY.

3. **COMPTROLLER'S APPROVAL.** (a) In accordance with Section 112 of the State Finance Law, Section 355 of New York State Education Law, and 8 NYCRR 316, Comptroller's approval is not required for the following contracts: (i) materials; (ii) equipment and supplies, including computer equipment; (iii) motor vehicles; (iv) construction; (v) construction-related services; (vi) printing; and (vii) goods for State University health care facilities, including contracts for goods made with joint or group purchasing arrangements.

(b) Comptroller's approval is required for the following contracts: (i) contracts for services not listed in Paragraph (3)(a) above made by a State University campus or health care facility certified by the Vice Chancellor and Chief Financial Officer, if the contract value exceeds \$250,000; (ii) contracts for services not listed in Paragraph (3)(a) above made by a State University campus not certified by the Vice Chancellor and Chief Financial Officer, if the contract value exceeds \$50,000; (iii) contracts for services not listed in Paragraph (3)(a) above made by health care facilities not certified by the Vice Chancellor and Chief Financial Officer, if the contract value exceeds \$75,000; (iv) contracts whereby the State University agrees to give something other than money, when the value or reasonably estimated value of such consideration exceeds \$10,000; (v) contracts for real property transactions if the contract value exceeds \$50,000; (vi) all other contracts not listed in Paragraph (3)(a) above, if the contract value exceeds \$50,000, e.g. SUNY acquisition of a business and New York State Finance Article 11-B contracts and (vii) amendments for any amount to contracts not listed in Paragraph (3)(a) above, when as so amended, the contract exceeds the threshold amounts stated in Paragraph (b) herein. However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued

under such centralized contract.

(c) Any contract that requires Comptroller approval shall not be valid, effective or binding upon the State University until it has been approved by the Comptroller and filed in the Comptroller's office.

4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation

6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the

filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by SUNY of any SUNY-approved sums due and owing for work done upon the project.

7. **NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based on the submission of competitive bids, Contractor affirms, under penalty of perjury, and each person signing on behalf of Contractor, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to SUNY a non-collusive bidding certification on Contractor's behalf.

8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 *et seq.*) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR 105.4).

9. **SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State, its representatives, or the State Comptroller.

10. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an exami-

nation, as SUNY and its representatives and entities involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. SUNY shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate SUNY official, in writing, that said Records should not be disclosed; and (ii) said Records shall be sufficiently identified; and (iii) designation of said Records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, SUNY's or the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

Identification Number(s). Every invoice or New York State Claim for Payment submitted to the State University of New York by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State University of New York is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the State University of New York contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

(a) In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement

in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(1) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(2) at SUNY's request, Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(3) Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(b) Contractor will include the provisions of "1", "2" and "3", above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a Contractor or sub-contractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. SUNY shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, SUNY shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. **CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Exhibit A, the terms of this Exhibit A shall control.

14. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. **LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. **NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of

competent jurisdiction of the State of New York.

17. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. **PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165 (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State. In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with the approval of the State, otherwise, the bid may not be considered responsive. Under bidder certification, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. **MacBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that Contractor and any individual or legal entity in which the Contractor holds a ten percent or greater ownership interest and any individual or legal entity that holds a ten percent or greater ownership interest in the Contractor either (a) have no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165(5) of the State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. **OMNIBUS PROCUREMENT ACT OF 1992.** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl St., 7th Floor
Albany, NY 12245
Tel: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development

Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414

email: mwb certification@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to SUNY;

(b) The Contractor has complied with the Federal Equal Employment Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Search Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that SUNY may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with SUNY in these efforts.

21. RECIPROCITY AND SANCTIONS

PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act of 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. Contact the NYS Department of Economic Development, Division for Small Business, 30 South Pearl Street, Albany, New York 12245, for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental health and mental health services, accounting, auditing, paralegal, legal or similar services, then in accordance with Section 163(4-g) of the State Finance Law, the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to SUNY, the Department of Civil Service and the State Comptroller.

24. PURCHASES OF APPAREL AND SPORTS EQUIPMENT. In accordance with State Finance Law Section 165(7), SUNY may determine that a bidder on a contract for the purchase of apparel or sports equipment is not a responsible bidder as defined in State Finance Law Section 163 based on (a) the labor standards applicable to the manufacture of the apparel or sports equipment, including employee compensation, working conditions, employee rights to form unions and the use of child labor; or (b) bidder's failure to provide information sufficient for SUNY to determine the labor conditions applicable to the manufacture of the apparel or sports equipment.

25. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

26. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS. To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the Contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract,

the Department of Taxation and Finance or SUNY discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if SUNY determines that such action is in the best interests of the State.

27. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at:
<http://www.oqs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

THE FOLLOWING PROVISIONS SHALL APPLY ONLY TO THOSE CONTRACTS TO WHICH A HOSPITAL OR OTHER HEALTH SERVICE FACILITY IS A PARTY

28. Notwithstanding any other provision in this contract, the hospital or other health service facility remains responsible for insuring that any service provided pursuant to this contract complies with all pertinent provisions of Federal, state and local statutes, rules and regulations. In the foregoing sentence, the word "service" shall be construed to refer to the health care service rendered by the hospital or other health service facility.

29. (a) In accordance with the 1980 Omnibus Reconciliation Act (Public Law 96-499), Contractor hereby agrees that until the expiration of four years after the furnishing of services under this agreement, Contractor shall make available upon written request to the Secretary of Health and Human Services, or upon request, to the Comptroller General of the United States or any of their duly authorized representatives, copies of this contract, books, documents and records of the Contractor that are necessary to certify the nature and extent of the costs hereunder.

(b) If Contractor carries out any of the duties of the contract hereunder, through a subcontract having a value or cost of \$10,000 or more over a twelve-month period, such subcontract shall contain a clause to the effect that, until the expiration of four years after the furnishing of such services pursuant to such subcontract, the subcontractor shall make available upon written request to the Secretary of Health and Human Services or upon request to the Comptroller General of the United States, or any of their duly authorized representatives, copies of the subcontract and books, documents and records of the subcontractor that are necessary to verify the nature and extent of the costs of such subcontract.

(c) The provisions of this section shall apply only to such contracts as are within the definition established by the Health Care Financing Administration, as may be amended or modified from time to time.



ALBANY LAW SCHOOL

SCHEDULE A

**STATEMENT OF WORK NO. 1 – UNDERGRADUATE LAW COURSE
[PROJECT #1]
dated SEPTEMBER 28, 2015**

This Statement of Work is issued pursuant to the Master Services Agreement dated as of September 28, 2015 (the "Agreement") between the Albany Law School and University at Albany, State University of New York, and is in all respects subject to the terms and provisions of the Agreement, the terms and provisions of which are hereby incorporated herein by this reference. All terms defined in the Agreement and not otherwise defined in this Statement of Work, shall have the respective meanings set forth in the Agreement.

Introduction

The Parties entered into the Agreement to provide for the basic terms governing the provision of Services. It is anticipated that the Services will vary over time and the Parties intend to cooperate with each other to accommodate their needs as they change. The Parties will enter into statements of work to provide for their then current expected needs. This Statement of Work No. 1 sets forth the terms for Services that the Parties intend only to apply to the Services provided hereunder.

Objectives

The Parties desire to provide details regarding Services to be provided and the Fees to be paid with respect to this Statement of Work No. 1.

Services

A faculty member of ALBANY LAW will be hired by the UNIVERSITY AT ALBANY as an adjunct faculty member, represented by the United University Professions, to teach an undergraduate law course under a UNIVERSITY AT ALBANY course number on the campus of the UNIVERSITY AT ALBANY. The UNIVERSITY AT ALBANY undergraduate students will register for the course and pay tuition to the UNIVERSITY AT ALBANY.

Fees

The UNIVERSITY AT ALBANY shall pay any adjunct faculty hired to teach the undergraduate law course the current standard rate for adjunct faculty. The UNIVERSITY AT ALBANY shall be responsible for the costs of any registrar activity related to the undergraduate law course and for the costs of course materials and supplies.

Expected Impact

The Parties anticipate that the undergraduate law course will impact the UNIVERSITY AT ALBANY by creating an opportunity for the UNIVERSITY AT ALBANY'S students to explore the study of law, and that it will impact ALBANY LAW by creating more awareness of ALBANY LAW enhancing its enrollment pipeline.

Performance Metrics

The Parties shall implement this Statement of Work No. 1. commencing with the Fall of 2015 academic semester. The Parties expect to have an enrollment of at least 15 students in the undergraduate law course in the Fall of 2015 and for enrollment in the next offering of this course to be increased by 25% (or a total of 19 students). Additionally, the Parties expect that at least 2 students enrolled in the Fall 2015 undergraduate law course will express interest in or apply for admission to ALBANY LAW.

Substantiation Requirements

Each Party shall provide the other with such information as the other Party shall request in order to substantiate that such Party has paid all of expenses allocated to that Party in association with this Statement of Work No. 1.

SCHEDULE A

STATEMENT OF WORK NO. 2 – FACILITATING CROSS-REGISTRATION [PROJECT #2] dated SEPTEMBER 28, 2015

This Statement of Work is issued pursuant to the Master Services Agreement dated as of September 28, 2015 (the "Agreement") between the Albany Law School and University at Albany, State University of New York, and is in all respects subject to the terms and provisions of the Agreement, the terms and provisions of which are hereby incorporated herein by this reference. All terms defined in the Agreement and not otherwise defined in this Statement of Work, shall have the respective meanings set forth in the Agreement.

Introduction

The Parties entered into the Agreement to provide for the basic terms governing the provision of Services. It is anticipated that the Services will vary over time and the Parties intend to cooperate with each other to accommodate their needs as they change. The Parties will enter into statements of work to provide for their then current expected needs. This Statement of Work No. 2 sets forth the terms for Services that the Parties intend only to apply to the Services provided hereunder.

Objectives

The Parties desire to provide details regarding Services to be provided and the Fees to be paid with respect to this Statement of Work No. 2.

Services

The Parties shall collaborate to enhance the use of existing Cross-Registration opportunities made available by the long-standing Hudson/Mohawk Association of Colleges & Universities by: (1) identifying eligible courses; (2) collaborative planning of low enrollment courses; and (3) increasing awareness and available information for faculty, staff and students of the respective campuses of each Party and the Cross-Registration opportunities that are available.

Fees

ALBANY LAW and the UNIVERSITY AT ALBANY will each undertake the Services using their respective existing staff, and no fees shall be charged by one Party to the other with respect to the Services.

Expected Impact:

The Parties anticipate that the Services will result in reduced instructional costs through improved utilization of each Party's resources. Additionally, the UNIVERSITY AT ALBANY anticipates that the Services will result in increased exposure for its students to ALBANY LAW pathway opportunities, and ALBANY LAW anticipates that the Services will result in increased exposure for its students to specialty certificate courses at the UNIVERSITY AT ALBANY.

Performance Metrics:

The Parties shall implement this Statement of Work No. 2. commencing in the Fall of 2015 academic semester. The Parties expect that during the first year of implementation at least 5 students should cross register. The Parties expect that during the second year of implementation at least 15 students should Cross-Register, and there should be 5 planned courses with shared enrollment available in addition to the cross-registration opportunities.

Substantiation Requirements

Each Party shall provide the other with such information as the other Party shall request in order to substantiate that such Party has paid all of expenses allocated to that Party in association with this Statement of Work No. 2.

SCHEDULE A

**STATEMENT OF WORK NO. 3 – ENHANCING AWARENESS OF RESEARCH
PROJECTS**

[PROJECT #3]

dated SEPTEMBER 28, 2015

This Statement of Work is issued pursuant to the Master Services Agreement dated as of September 28, 2015 (the "Agreement") between the Albany Law School and University at Albany, State University of New York, and is in all respects subject to the terms and provisions of the Agreement, the terms and provisions of which are hereby incorporated herein by this reference. All terms defined in the Agreement and not otherwise defined in this Statement of Work, shall have the respective meanings set forth in the Agreement.

Introduction

The Parties entered into the Agreement to provide for the basic terms governing the provision of Services. It is anticipated that the Services will vary over time and the Parties intend to cooperate with each other to accommodate their needs as they change. The Parties will enter into statements of work to provide for their then current expected needs. This Statement of Work No. 3 sets forth the terms for Services that the Parties intend only to apply to the Services provided hereunder.

Objectives

The Parties desire to provide details regarding Services to be provided and the Fees to be paid with respect to this Statement of Work No. 3.

Services

The Parties shall collaborate by (1) enhancing awareness of research projects and opportunities at each institution (2) creating an asset map of the faculty interests and expertise at each institution; (3) connecting and informing faculty of potential partners and opportunities; and (4) utilizing a shared grant writer to assist faculty in grant development activity.

Fees

The supplies related to this Statement of Work shall be paid in accordance with the following allocation: 75% UNIVERSITY AT ALBANY and 25% ALBANY LAW. The cost of an hourly grant writer hired under this Statement of Work shall be paid in accordance with the following allocation: 75% UNIVERSITY AT ALBANY and 25% ALBANY LAW. Each Party shall pay its allocable share of supplies and costs for an hourly grant writer on a current basis.

Expected Impact

The Parties anticipate that the Services will impact both Parties by assisting them in identifying and developing collaborative grant opportunities.

Performance Metrics:

The Parties shall implement this Statement of Work No. 3. immediately upon its adoption. At the conclusion of the first year after the adoption of this Statement of Work No. 3., the Parties shall review the following: instances of funding attempts, number of students who participate in internships paid or unpaid, number of students of one Party doing research with a faculty member of the other Party, number of publications or works co-authored by faculty from each Party, and the number of research symposia or seminar series with the specific purpose of discussing research jointly sponsored by the parties.

Substantiation Requirements

Any Party seeking reimbursement for the payment of supply costs shall provide the other Party with invoices verifying to total costs and the Party's allocable share of such costs. Any Party seeking reimbursement for the payment of an hourly grant writer shall provide the other Party with invoices or payroll information verifying to total costs and the Party's allocable share of such costs.

SCHEDULE A

STATEMENT OF WORK NO. 4— ESTABLISH COLLABORATION VENTURE FUND [PROJECT #7 AND PROJECT #8] dated SEPTEMBER 28, 2015

This Statement of Work is issued pursuant to the Master Services Agreement dated as of September 28, 2015 (the "Agreement") between the Albany Law School and University at Albany, State University of New York, and is in all respects subject to the terms and provisions of the Agreement, the terms and provisions of which are hereby incorporated herein by this reference. All terms defined in the Agreement and not otherwise defined in this Statement of Work, shall have the respective meanings set forth in the Agreement.

Introduction

The Parties entered into the Agreement to provide for the basic terms governing the provision of Services. It is anticipated that the Services will vary over time and the Parties intend to cooperate with each other to accommodate their needs as they change. The Parties will enter into statements of work to provide for their then current expected needs. This Statement of Work No. 4 sets forth the terms for Services that the Parties intend only to apply to the Services provided hereunder.

Objectives

The Parties desire to provide details regarding Services to be provided and the Fees to be paid with respect to this Statement of Work No. 4.

Services

The Parties shall establish a one-year (2015-2016) "collaboration venture fund" (the "Fund") to support the development of joint activities and collaborative research and academic programs. Collaborative groups from the parties would propose projects to receive funding from the Fund, and the parties would implement the jointly developed fiscal procedures, noted below, that have been established and documented to control spending from the Fund.

The UNIVERSITY AT ALBANY shall contribute 75% to the Fund and ALBANY LAW contributing 25% to the Fund. The Parties shall jointly manage the Fund and invite collaborative groups of the UNIVERSITY AT ALBANY and ALBANY LAW faculty and staff to submit proposals for seed funding for pilot projects. All proposals would be submitted to and reviewed by the "Academic Synergies Group" created by the Parties and the maximum amount of any single award shall be \$3,000 (except in unusual circumstances).

Fees

Each Party shall bear its own costs in developing the Program and accepting credits from the other Party.

Expected Impact

The Parties anticipate that the Services will impact both Parties by assisting them in identifying and developing collaborative grant opportunities.

Performance Metrics

The Parties will review the success of the activities conducted under this Statement of Work No. 4. By reviewing the number of faculty involved in collaborative projects.

Fiscal procedures

This fund will be operated according to the following processes:

- The fund will be held by the University at Albany Foundation in a unique account separate from any other operating account of the UNIVERSITY AT ALBANY.
- Both entities will contribute to create a \$30,000 fund: the UNIVERSITY AT ALBANY 75% (\$22,500) and ALBANY LAW 25% (\$7,500). Future contributions may be done in the same or different percentage.
- No overhead will be charged the account by the University at Albany Foundation
- All expenses will be discussed and approved by each entity's Academic Synergies Group chairperson. The University at Albany Academic Synergies Group chairperson will have spending authority on the account.
- The Chief Fiscal Officers of each entity will review account expenditures quarterly and report the results of the review to the Steering Committee.
- If the parties decide to end the collaborative relationship the funds will be refunded to the respective entities based on the percentage of contribution.

SCHEDULE A

STATEMENT OF WORK NO. 5 – INTERNATIONAL RECRUITMENT INTO LL.M. [PROJECT #18] dated SEPTEMBER 28, 2015

This Statement of Work is issued pursuant to the Master Services Agreement dated as of September 28, 2015 (the "Agreement") between the Albany Law School and University at Albany, State University of New York, and is in all respects subject to the terms and provisions of the Agreement, the terms and provisions of which are hereby incorporated herein by this reference. All terms defined in the Agreement and not otherwise defined in this Statement of Work, shall have the respective meanings set forth in the Agreement.

Introduction

The Parties entered into the Agreement to provide for the basic terms governing the provision of Services. It is anticipated that the Services will vary over time and the Parties intend to cooperate with each other to accommodate their needs as they change. The Parties will enter into statements of work to provide for their then current expected needs. This Statement of Work No. 5 sets forth the terms for Services that the Parties intend only to apply to the Services provided hereunder.

Objectives

The Parties desire to provide details regarding Services to be provided and the Fees to be paid with respect to this Statement of Work No. 5.

Services

The Parties shall collaborate in an international recruitment effort to attract students to enroll in the LL.M. program at ALBANY LAW and the academic programs, the Intensive English Language Program ("IELP") and the Navitas program at the UNIVERSITY AT ALBANY.

Fees

Each Party shall bear its own costs in developing the programs at their respective institutions, additionally, each Party shall bear its own costs related to the international recruitment efforts.

Expected Impact

The Parties anticipate that the Services will impact the UNIVERSITY AT ALBANY through increased enrollments of international students in its academic programs, its IELP and Navitas program. The Parties anticipate the Services will impact ALBANY LAW through increased enrollments in its LL.M. Program and other graduate programs.

Performance Metrics

The Parties shall implement this Statement of Work No. 5 commencing in the Fall of 2015 academic semester. The Parties expect that after the first year of implementing the Services they will have modest growth of 3 to 5 enrollments, then in the Fall of 2016 the Parties expect there will be enrollments in programs offered by the UNIVERSITY AT ALBANY of 2 to 3 students, 2 to 3 students in the IELP and 2 to 3 students in the LL.M. Program at ALBANY LAW, and then in the Fall of 2017 the Parties expect there will be enrollments in certificate programs offered by the UNIVERSITY AT ALBANY of 3 to 5 students, 3 to 5 students in the IELP and 3 to 5 students in the LL.M. Program at ALBANY LAW.

SCHEDULE A

STATEMENT OF WORK NO. 6 – COLLABORATIVE DEGREE PROGRAMS [PROJECT #4] dated SEPTEMBER 28, 2015

This Statement of Work is issued pursuant to the Master Services Agreement dated as of September 28, 2015 (the "Agreement") between the Albany Law School and University at Albany, State University of New York, and is in all respects subject to the terms and provisions of the Agreement, the terms and provisions of which are hereby incorporated herein by this reference. All terms defined in the Agreement and not otherwise defined in this Statement of Work, shall have the respective meanings set forth in the Agreement.

Introduction

The Parties entered into the Agreement to provide for the basic terms governing the provision of Services. It is anticipated that the Services will vary over time and the Parties intend to cooperate with each other to accommodate their needs as they change. The Parties will enter into statements of work to provide for their then current expected needs. This Statement of Work No. 6 sets forth the terms for Services that the Parties intend only to apply to the Services provided hereunder.

Objectives

The Parties desire to provide details regarding Services to be provided and the Fees to be paid with respect to this Statement of Work No. 6.

Services

The Parties shall collaboratively develop collaborative degree programs (the "Programs") through Articulation Agreements and/or Memorandums of Understanding. These Programs will allow students to earn a graduate degree from the UNIVERSITY AT ALBANY and a Juris Doctor degree or other degree from ALBANY LAW. Under the Programs each Party would agree to accept certain amounts of credit from the other Party toward awarding degrees, *for example* pursuant to current discussions related to a Program resulting in Juris Doctor and Master of Arts in History, ALBANY LAW would accept twelve (12) transfer credits from the UNIVERSITY AT ALBANY toward the Juris Doctor degree offered by ALBANY LAW, and the UNIVERSITY AT ALBANY would accept six (6) credits from ALBANY LAW toward the Master of Arts in History degree offered by the UNIVERSITY AT ALBANY.

Fees

Each Party shall bear its own costs in developing the Program and accepting credits from the other Party.

Expected Impact

The Parties anticipate that the collaborative degree programs will impact both Parties through enhanced recruitment opportunities and through new and broader job opportunities for students that participate in the programs.

Performance Metrics

The Parties shall implement the Programs through recruitment beginning in the 2015-2016 academic year with the Programs scheduled to commence in the Fall of 2016 semester. The Parties expect that the Program will initially result in the enrollment of at least 2 additional students and that after 1 year it will result in increased enrollment and more prospective students reporting interest in the Program.

SCHEDULE A

STATEMENT OF WORK NO. 7 – REVITALIZATION OF THE 3+3 PROGRAM AND WRITING ASSISTANCE FOR LAW AND PRE-LAW STUDENTS [PROJECT # 5 AND PROJECT # 21] dated SEPTEMBER 28, 2015

This Statement of Work is issued pursuant to the Master Services Agreement dated as of September 28, 2015 (the "Agreement") between the Albany Law School and University at Albany, State University of New York, and is in all respects subject to the terms and provisions of the Agreement, the terms and provisions of which are hereby incorporated herein by this reference. All terms defined in the Agreement and not otherwise defined in this Statement of Work, shall have the respective meanings set forth in the Agreement.

Introduction

The Parties entered into the Agreement to provide for the basic terms governing the provision of Services. It is anticipated that the Services will vary over time and the Parties intend to cooperate with each other to accommodate their needs as they change. The Parties will enter into statements of work to provide for their then current expected needs. This Statement of Work No. 7 sets forth the terms for Services that the Parties intend only to apply to the Services provided hereunder.

Objectives

The Parties desire to provide details regarding Services to be provided and the Fees to be paid with respect to this Statement of Work No. 7.

Services

The Parties shall collaboratively work to revitalize the 3+3 program (the "Program") for students to earn both a Bachelor of Arts or Bachelor of Science degree from the UNIVERSITY AT ALBANY and a Juris Doctor degree from ALBANY LAW in six (6) years' time, and to provide writing assistance for pre-law and law students. To revitalize the Program, the Parties shall undertake the following activities: (1) ALBANY LAW faculty and staff will participate in UNIVERSITY AT ALBANY recruitment events and receptions; (2) the UNIVERSITY AT ALBANY shall create in-major contacts for Program students and ALBANY LAW faculty; (3) ensure that all Program students are advised by the pre-law advisors for all three (3) years they attend the UNIVERSITY AT ALBANY; (4) develop a faculty mentorship program with ALBANY LAW faculty and Program students during their undergraduate years; (5) create a Freshman seminar co-led by UNIVERSITY AT ALBANY and ALBANY LAW faculty; and (6) UNIVERSITY AT ALBANY shall hire a faculty member in the Writing and Critical Inquiry program specifically dedicated to pre-law initiatives including special sections for the freshman 3+3 cohort, serving as coach for the Mock Trial Team, and collaborating with ALBANY LAW to determine the needs of law school students.

Fees

Each Party shall bear its own costs in developing the Program and accepting credits from the other Party.

Expected Impact

The Parties anticipate that revitalizing the Program and providing writing assistance to pre-law and law students will impact the UNIVERSITY AT ALBANY by increasing engagement opportunities for students in pre-law experiences and legal studies initiatives, and that it will impact ALBANY LAW through an enhanced recruitment pipeline resulting in overall enhanced recruitment opportunities.

Performance Metrics

The Parties shall implement this Statement of Work No. 7. commencing in the Fall of 2015. The Parties will measure the success of the activities conducted under this Statement of Work No. 7. by reviewing the number of students enrolled in the Program at the UNIVERSITY OF ALBANY during the Fall of 2015, their continued involvement in the Program in subsequent years and the number of students that continue with the Program by applying to ALBANY LAW from the Program.

SCHEDULE A

STATEMENT OF WORK NO. 8 – INTERNATIONAL STUDENT SERVICES [PROJECT # 20] dated SEPTEMBER 28, 2015

This Statement of Work is issued pursuant to the Master Services Agreement dated as of September 28, 2015 (the "Agreement") between the Albany Law School and University at Albany, State University of New York, and is in all respects subject to the terms and provisions of the Agreement, the terms and provisions of which are hereby incorporated herein by this reference. All terms defined in the Agreement and not otherwise defined in this Statement of Work, shall have the respective meanings set forth in the Agreement.

Introduction

The Parties entered into the Agreement to provide for the basic terms governing the provision of Services. It is anticipated that the Services will vary over time and the Parties intend to cooperate with each other to accommodate their needs as they change. The Parties will enter into statements of work to provide for their then current expected needs. This Statement of Work No. 8 sets forth the terms for Services that the Parties intend only to apply to the Services provided hereunder.

Objectives

The Parties desire to provide details regarding Services to be provided and the Fees to be paid with respect to this Statement of Work No. 8.

Services

The Parties shall collaborate to provide student services to international students to accompany the international recruitment effort to attract students to enroll in the LL.M. program or other graduate programs at ALBANY LAW and the graduate programs at the UNIVERSITY AT ALBANY, as set forth in Statement of Work No. 5.

Fees

Each Party shall bear its own costs in providing the Services at their respective institutions.

Expected Impact

The Parties anticipate that the Services will impact the UNIVERSITY AT ALBANY through increased enrollments of international students in its programs. The Parties anticipate the Services will impact ALBANY LAW through increased enrollments of international students in its LL.M. Program and other graduate programs.

Performance Metrics

The Parties shall implement this Statement of Work No. 8 commencing in the Fall of 2015 academic semester. The Parties will measure the success of the activities conducted under this Statement of Work No. 8. by using student retention as a starting metric.

SCHEDULE A

STATEMENT OF WORK NO. 9 – FINANCIAL LITERACY SERVICES [PROJECT # 22] dated SEPTEMBER 28, 2015

This Statement of Work is issued pursuant to the Master Services Agreement dated as of September 28, 2015 (the "Agreement") between the Albany Law School and University at Albany, State University of New York, and is in all respects subject to the terms and provisions of the Agreement, the terms and provisions of which are hereby incorporated herein by this reference. All terms defined in the Agreement and not otherwise defined in this Statement of Work, shall have the respective meanings set forth in the Agreement.

Introduction

The Parties entered into the Agreement to provide for the basic terms governing the provision of Services. It is anticipated that the Services will vary over time and the Parties intend to cooperate with each other to accommodate their needs as they change. The Parties will enter into statements of work to provide for their then current expected needs. This Statement of Work No. 9 sets forth the terms for Services that the Parties intend only to apply to the Services provided hereunder.

Objectives

The Parties desire to provide details regarding Services to be provided and the Fees to be paid with respect to this Statement of Work No. 9.

Services

The Parties shall collaborate to develop a financial literacy program (the "Program") aimed to educate, engage and prepare students to make sound decisions pertaining to personal finances, funding of education and saving for life after college.

Fees

Each Party shall bear its own costs in developing the Program at their respective institutions.

Expected Impact

The Parties anticipate that the Program will impact both Parties through a better student understanding of financial obligations, reducing cohort default rates and reducing unpaid receivables.

Performance Metrics

The Parties shall implement this Statement of Work No. 9 commencing in the Fall of 2015, and shall measure its performance through presenting survey questionnaires asking students participating in the Program various questions about their financial acumen and how they felt the session impacted their financial literacy, and using pre and post-tests to gauge financial literacy and growth in students. Additional starting metrics include analyzing the retention rate and the Cohort Default Rates as a benchmarking resource, and tracking any increase in the number of student participants enrolled in the SUNY SmartTrack program.

After 1 year the Parties shall conduct similar survey questionnaires and test, and analyze the retention rate, the Cohort Default Rates and the number of students enrolled in the SUNY SmartTrack Program to measure the following metrics:

- Increase in student understanding of financial literacy issues and topics.
- Better marketing materials and financial communications between the Parties.
- Increased administrative and student commitment to overall financial literacy mission.

