

ARTICLE 17.01 AGREEMENT

New York University

College of Nursing

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

(2) To be eligible for admission to the Program, a Student must meet at least the

upon written notice to the Skidmore College:

- a) The minimum eligibility requirements are a 3.0 average GPA earned in the overall GPA and prerequisite GPA from Skidmore College.
- b) In order for a student to be eligible for the Program, the student must have successfully completed the following courses at Skidmore:

application or other requirements that would otherwise exclude students

(b) (5)

for admission or transfer to NYUCN.

(3) Upon approval of a Student for recommendation into the Program, Skidmore

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

(4) Upon matriculating at Skidmore College, Students shall be subject to all applicable rules, regulations, policies, procedures and practices of Skidmore College, including, without being limited to, student conduct, discipline, academic evaluation and progress, financial

matters, and student life. NYUCN shall have no responsibility or liability for any acts or omissions of Skidmore College while the Student is enrolled at Skidmore College.

(5) Upon matriculating at NYUCN at the completion of the baccalaureate degree at Skidmore College, Students shall be subject to all applicable rules, regulations, policies

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

term, provision, or condition of this Agreement or as a waiver of any other term, provision, or condition of this Agreement.

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

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

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

(c) Upon material breach of any term of this Agreement by a party hereto (the "Breaching Party"), the other party (the "Non-Breaching Party") may give written notice to the Breaching Party describing in detail such breach. If the Breaching Party shall not have cured such breach within thirty (30) days of receiving notice thereof, the Non-Breaching Party may

If to NYU or NYUCN:

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

If to Skidmore College:

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

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

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

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

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

NEW YORK UNIVERSITY

SKIDMORE COLLEGE

By:

By: *G. R. Kneel*

Title:

By: *Paul R. ...*

Senior Vice President for Health
New York University

OLC 3/08