

**ARTICULATION AGREEMENT
BETWEEN
TOURO COLLEGE OF PHARMACY –
AND
CUNY-NEW YORK CITY COLLEGE OF
TECHNOLOGY**

This Agreement is dated as of October 15, 2024 (“Effective Date”) and is entered into by and between **Touro College of Pharmacy a division of Touro University** (hereinafter “TCOP”), a not-for-profit education corporation chartered by the Board of Regents and organized and existing under the laws of the State of New York and **CUNY-NEW YORK CITY COLLEGE OF TECHNOLOGY COLLEGE (“CITY TECH”)**.

WHEREAS, TCOP wishes to enroll qualified students into its Doctor of Pharmacy program (hereinafter the “Program” or “TCOP Program”); and

WHEREAS, NEW YORK CITY COLLEGE OF TECHNOLOGY COLLEGE (hereinafter the “CITY TECH”) has enrolled students who may wish to matriculate into the TCOP Program; and

WHEREAS, CITY TECH is willing and able to partner with TCOP in order to facilitate the successful matriculation of its students into the TCOP Program,

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

I. PURPOSE AND OVERVIEW

Upon successful completion of the admission requirements set out in Section IV and Schedule A of this Agreement, CITY TECH students may be eligible for matriculation into the TCOP Program. TCOP will be exclusively responsible for evaluating and determining whether CITY TECH students will be admitted into the TCOP Program. Once admitted, students will follow a defined curriculum for obtaining a Doctor of Pharmacy degree.

II. PRE-ADMISSION REQUIREMENTS

Qualified CITY TECH graduates desirous of obtaining a Doctor of Pharmacy degree via this articulation agreement must meet the requirements and qualifications for admissions established by TCOP. (See Schedule A.) The decision to accept a student into this articulated program will be made in a manner consistent with the published admissions requirements by TCOP’s admissions committee; the current requirements are set forth in Schedule A. No explicit or implicit guarantee of acceptance into the TCOP Program may be offered to any candidate by anyone connected with the Program, including anyone at CITY TECH, or in any official or unofficial publication until such candidate successfully meets and fulfills all of the prescribed requirements and receives an official offer of acceptance from TCOP.

III. CURRICULUM REQUIREMENTS

The curriculum for the courses offered at TCOP will be determined by the requirements necessary for the granting of the Doctor of Pharmacy degree.

1. **Academic Standards.** Successful completion of the CITY TECH courses required for acceptance into the TCOP Program will be accepted by TCOP in satisfaction of the requirements in the sole discretion of TCOP.
2. **Parties to the Agreement are Independent Contractors.** The relationship of the parties to this Agreement shall be those of independent contractors. Both parties, and all their officers, directors, and employees i) shall **not** be deemed to be the employee of the other party; or ii) shall **not** hold themselves out as the employee of the other party or an individual with the authority to commit the other party to any obligation.

IV. TCOP ADMISSION REQUIREMENTS

TCOP will consider for acceptance all students who have successfully completed the CITY TECH Program provided the following conditions have been met:

1. The satisfactory completion of the mandatory prerequisite courses set forth in Schedule A with a minimum overall GPA of 3.0 (on a scale of 0 to 4), minimum science GPA of 2.75 (on a scale of 0 to 4). In certain individual cases, exceptions to this requirement may be made at the discretion of the TCOP's Dean.
2. CITY TECH students meeting the criteria of IV.1, and who have completed the application process through PharmCAS, will be eligible for a personal interview with TCOP, provided that they also obtain a positive recommendation for acceptance from a CITY TECH science faculty member who has taught them and provided a grade (preference from a 2000 or higher-level course). The interview will occur during the regular admissions cycle for the anticipated year of matriculation and will take place at TCOP or via a remote process dictated by TCOP.
3. Demonstration of a commitment to study pharmacy and core requirements. This commitment could be demonstrated by volunteering, including shadowing, and becoming knowledgeable about pharmacy.
4. The complete application process should take place during the final year of study at CITY TECH.
5. **Following their acceptance into the TCOP program, students will be allowed to withdraw without penalty until 60 days prior to the first day of class.**

The ultimate decision to accept or reject a CITY TECH applicant rests solely and exclusively with TCOP and is not subject to appeal or review. Acceptance rates and percentages CANNOT be guaranteed or promised.

Upon making a determination concerning acceptance of CITY TECH applicants into the TCOP Program, Touro will provide a list of such successful students registered pursuant to this Agreement to CITY TECH in a reasonable and timely fashion.

V. ADDITIONAL RESPONSIBILITIES OF CITY TECH.

1. CITY TECH shall provide accurate information concerning the TCOP Program to interested and qualified students and direct them to the TCOP website for updated information regarding cost of attendance and TCOP updates.
2. CITY TECH will assist and advise its students during the matriculation process.
3. CITY TECH will alert TCOP if CITY TECH makes any changes that may affect students' ability to meet the qualifications as set forth in Schedule A (e.g. course offerings and credits granted)
4. CITY TECH will notify TCOP of any conflicts of interest or potential conflicts of which it becomes aware which may have an effect on this Agreement.

VI. ADDITIONAL RESPONSIBILITIES OF TCOP

1. TCOP may award scholarships earmarked for incoming CITY TECH students.
2. TCOP will host an orientation program for incoming CITY TECH students.
3. TCOP will make available a financial aid counselor to give advice to incoming CITY TECH students.
4. TCOP will notify CITY TECH of any material changes to the Program and ensure that CITY TECH has current information to provide to interested and qualified students.

VII. TUITION AND FEES/WITHDRAWAL

All matters respecting registration, collection of tuition and fees, withdrawal from courses, and the packaging and awarding of student financial assistance, if any, shall be solely under the exclusive control, management, and administration of TCOP. CITY TECH expressly agrees that it shall not have any role or responsibility respecting such matters, nor shall it make any representations relative to any such matters or the availability of financial aid to the CITY TECH students who are applying to the Touro Program.

VIII. PROGRAM PROMOTION AND RECRUITMENT

Responsibility for the promotion of and recruitment for the Program will be undertaken by appropriate personnel at both institutions to the extent that each institution considers reasonable and possible. TCOP will provide CITY TECH with marketing materials for the program. TCOP shall be solely responsible for providing CITY TECH students with information about tuition and financial aid for the Program.

IX. INTELLECTUAL PROPERTY RIGHTS

CITY TECH expressly agrees that all TCOP course materials, instructional materials, course notes and other intellectual property constituting the TCOP courses shall be the sole and exclusive property of TCOP and CITY TECH acknowledges that any use of such intellectual property is by a revocable, non-transferable, non-assignable license granted by TCOP pursuant to this Agreement and coterminous with the term of this Agreement. CITY TECH further acknowledges that any use by CITY TECH of the name, mark and brand of

TCOP in promoting, offering or administering the courses under this Agreement is pursuant to such license granted by TCOP for such express and limited purpose.

X. COMPLIANCE WITH REGULATORY REQUIREMENTS

The parties agree that the performance of this Agreement shall be governed by and subject to the applicable laws and regulations of the United States Department of Education and the New York State Department of Education, the standards and requirements of the Middle States Commission on Higher Education, the Accreditation Council for Pharmacy Education.

In the event any part of this Agreement is determined by either party to be contrary to applicable law or regulation, the parties shall in good faith seek to reform such term in keeping with the overall intent of this Agreement. If such reformation shall not be feasible, this Agreement shall terminate in accordance with Section 13, below.

XI. TERM AND TERMINATION

1. **Term.** The term will commence on the date it is fully executed by both parties ("Effective Date") and shall be in effect for a period of 5 years, unless sooner terminated as provided herein. The Agreement may be renewed, for additional five-year terms, upon mutual written agreement of both parties.
2. **Termination for Cause.** Either party may terminate this Agreement upon the occurrence of a material breach hereunder. In the event a party determines that a material breach has occurred, it shall give the other party written notice of such asserted breach, and the party receiving such notice shall have fifteen (15) days to remedy such breach to the satisfaction of the other party.
3. **Termination without Cause.** Either party may terminate this Agreement, without cause, upon one month's written notice delivered to the other party.

XII. INCORPORATION, AMENDMENT, WAIVER, CONSTRUCTION

This Agreement shall incorporate and supersede all other agreements, whether oral or written, entered into between the parties respecting the subject matter hereof. Any amendment to or waiver of the terms of this Agreement must be in writing signed by both parties. Both parties have negotiated this Agreement, and no presumptions shall therefore be employed regarding its construction.

XVI. NOTICES

All notices under this Agreement shall be sent by personal delivery or overnight courier, addressed to the Parties as follows or to such other address either Party designates in writing to the other Party.

TCOP: 202 West 43rd Street, New York, NY 10036

CITY TECH: New York City College of Technology, 300 Jay Street,

Brooklyn, NY 11201 Attn: Pamela Brown

SCHEDULE A: TCOP'S ADMISSIONS REQUIREMENTS

MANDATORY PREREQUISITE COURSES FOR Touro College of Pharmacy (to be completed by graduation from CITY TECH)

- 1 General Biology: A minimum of eight (8) credits (course/lab).
- 2 General Chemistry: A minimum of eight (8) credits (course/lab).
- 3 Organic Chemistry: A minimum of eight (8) credits (course/lab).
- 4 Anatomy and Physiology: A minimum of eight (8) credits. If taught combined, anatomy and physiology 1 and 2, or if taught individually, anatomy and physiology, each course to include a lab.
- 5 Physics: Four (4) credits (course/lab).
- 6 Microbiology: Four (4) credits (course/lab).
- 7 Biochemistry: A minimum of three (3) credits.
- 8 Calculus: Three (3) credits.
- 9 Economics: Three (3) credits (or acceptable substitutions).
- 10 English: Three (3) credits of composition or literature
- 11 Communication: Three (3) credits of oral communication/public speaking/speech.
- 12 Humanities: Six (6) credits
- 13 Social Sciences/behavioral: Six (6) credits.

All these courses or labs must be taken no earlier than 10 years ago with no grade below C in any of these courses or labs.

Credit/No Credit Grading Standards. If, under extenuating circumstances, the College decides to suspend their standard grading policy and moves to a strictly Credit/No Credit model with no option for a letter grade Touro College of Pharmacy will accept a Credit to fulfill our prerequisite courses.

If, under extenuating circumstances, the College decides to suspend their standard grading policy and moves to a strictly Credit/No Credit model with the option for a letter grade, Touro College of Pharmacy would require written notification from the College that the standard grading policy was to be suspended, which includes a description of the policy that was implemented including any relevant criteria related to the policy. Touro College of Pharmacy will perform an internal review to determine whether a "Credit" grade fulfills the prerequisite course requirements based on the College's stated policy and standards.

Students are encouraged to enroll in additional courses such as genetics, statistics/biostatistics, and computer science.

Applicants to the Pathway must:

Submit **three letters** of recommendation:

- One from a healthcare professional
- One from a science professor from whom you earned a grade.
- One from another professor, employer, supervisor, or similar individual

We do not accept letters from family members, co-workers, or friend.