AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN UNIVERSITY AT BUFFALO SCHOOL OF LAW AND STATE UNIVERSITY OF NEW YORK AT CANTON

RE: BA/JD COMBINED DEGREE "3+3" MOU RENEWAL

This amendment (the "Amendment") is made by UNIVERSITY AT BUFFALO SCHOOL OF LAW and STATE UNIVERSITY OF NEW YORK AT CANTON, parties to the Memorandum of Understanding signed in October 2018 (the "Agreement").

Sections VI.B. and VI.D. Amendment, Review and Termination of This Agreement that references termination date and option to renew on (page 4) of the Agreement is amended as follows, to reflect the extension of the Agreement's term:

The Agreement is renewed and shall terminate on June 30, 2028.

Except as set forth in this Amendment and Amendment of Section III.C.2., the Agreement is unaffected and shall continue in full force and effect in accordance with its terms.

University at Buffalo School of Law

By:

A Stramph Aviva Abramovsky, Dean

Date: 06/08/2023

By:

State University of New York at Canton

Dr. Peggy A. DeCooke, Provost & Vice President for Academic Affairs

Date: 7/21/23

COOPERATIVE AGREEMENT BETWEEN UNIVERSITY AT BUFFALO SCHOOL OF LAW AND STATE UNIVERSITY OF NEW YORK AT CANTON

3+3 PROGRAM

I. Introduction

- 1. University at Buffalo School of Law and the State University of New York at Canton recognize that certain students have the capacity and readiness to complete their undergraduate education and their law degree training in less than the normally required seven years of study.
- 2. University at Buffalo School of Law and the State University of New York at Canton desire to encourage and educationally stimulate these students by providing an opportunity for them to accelerate their course of study by completing both their undergraduate degree and their Juris Doctor degree in approximately six years of full-time study.

University at Buffalo School of Law and the State University of New York at Canton agree to the following specific terms of the 3+3 Program:

II. Establishment of 3+3 Program

The State University of New York at Canton and University at Buffalo School of Law shall offer to eligible State University of New York at Canton students the opportunity to earn a Bachelor of Science degree and a Juris Doctor degree over the course of approximately 6 years of full-time study.

III. State University of New York at Canton Requirements:

The 3+3 Program shall be open to all State University of New York at Canton students who, by the completion of their third year of enrollment at State University of New York at Canton, have:

Completed a minimum of 90 credits at State University of New York at Canton through residency, Advanced Placement, or transfer credits.

Completed all course requirements of the program(s) in which the student is majoring and minoring with the exception of those requirements that the State University of New York at Canton and University of Buffalo Law School have agreed in writing can be completed by the successful completion of first-year courses taken at University at Buffalo School of Law in the first year of study. III. Application & Admission Process to University at Buffalo School of Law under the 3+3 Program

- A. State University of New York at Canton students interested in the 3+3 Program should consult with the Curriculum Coordinator for the Legal Studies Program during their freshman or sophomore year to discuss and plan for the application process.
- B. During the fall semester of the academic year that students plan to apply to the 3+3 Program, they should consult with their academic advisor(s) to ensure that all State University of New York at Canton curriculum requirements will be met by the end of the applicant's junior year or to arrange for an agreement in writing to accept courses taken at University at Buffalo School of Law as satisfying curricular requirements.
- C. To be eligible for consideration for admission to University at Buffalo School of Law, students must take the LSAT no later than January of their junior year and must apply to University at Buffalo School of Law no later than February 1 of their junior year of undergraduate studies. Consideration for admission to the Law School requires the following:
 - A cumulative GPA at State University of New York at Canton of 3.50 or above;
 - 2. An LSAT score at or above the median LSAT for the Law School's previous year's enrolled class; and
 - 3. Two academic letters of recommendation from members of State University of New York at Canton faculty.
- D. Following the receipt by University at Buffalo School of Law of all required admission materials (due prior to February 1), the Law School will review and arrive at an admission decision. The Admissions Committee of University at Buffalo School of Law reserves the right to conduct an in-person interview of the applicant prior to arriving at the admission decision.

IV. Enrollment at University at Buffalo School of Law

A. State University of New York at Canton will accept as transfer credits applicable to the Bachelor Degree up to 30 semester credits of course work taken at University at Buffalo School of Law in which the student received a grade of 2.0 ("C") or better and will not accept as transfer credits any credits of coursework taken at University at Buffalo School of Law in which the student received a grade of less than a 2.0 ("C"). A student's undergraduate GPA for degree-granting purposes at the State University of New York at Canton will be the GPA at the end of the State University of New York at Canton phase of the undergraduate program. Grades from University at Buffalo School of Law are not transferable to the State University of New York at Canton.

- B. University at Buffalo School of Law will not accept for transfer credit any coursework taken at the State University of New York at Canton. A student's GPA at University at Buffalo School of Law will be determined only based on courses taken at University at Buffalo School of Law.
- C. In the event that a student withdraws from University at Buffalo School of Law for any reason whatsoever prior to completion of the first year of work, in order to obtain the Bachelor Degree from State University of New York at Canton, the student shall be required to complete the undergraduate degree at the State University of New York at Canton according to its regular program requirements. Any such student returning to the State University of New York at Canton to complete the Bachelor of Science degree shall be allowed to transfer all credits for course work completed at University at Buffalo School of Law with a grade of 2.0 ("C") or better.

V. Tuition and Financial Aid

- A. During the three years in residence at the State University of New York at Canton, students will pay tuition to the State University of New York at Canton at the State University of New York at Canton's rate. During the three years in residence at University at Buffalo School of Law, students will pay tuition to University at Buffalo School of Law at University at Buffalo School of Law's rate.
- B. During the three years in residence at the State University of New York at Canton and the three years in residence at University at Buffalo School of Law, financial aid will be calculated in accordance with the host school's thencurrent student eligibility policies and will be provided by the host institution.
- C. All State University of New York at Canton students will be fully eligible for scholarships and grants provided to incoming students at University at Buffalo School of Law.
- VI. Amendment, Review and Termination of This Agreement
 - A. The State University of New York at Canton and University at Buffalo School of Law may periodically review the 3+3 Program and this Agreement for possible amendment.

- B. This Agreement shall terminate on June 30, 2023.
- C. At any time prior to June 30, 2023, this Agreement may be terminated by either party on 12 months prior written notice to the other party.
- D. This Agreement may be renewed by joint consent of the parties.
- E. The State University of New York at Canton and University at Buffalo School of Law agree that in the event of termination, students admitted and/or enrolled In the 3+3 Program prior to such termination shall be allowed to complete the full program of study at University at Buffalo School of Law.
- F. Each party represents and warrants that it is responsible for obtaining and maintaining all necessary governmental approvals/certificates related to that party's portion of the program. This Agreement is subject to, and conditioned upon, each party obtaining such approval/conditions. Each party will proceed diligently and in good faith to obtain and maintain such approval/certifications, but no liability shall be incurred for failure to be able to obtain or maintain such approval/certifications.

VII. Confidentiality and FERPA

- A. The institutions may exchange information that could be confidential and not (a) generally known to the public, (b) already known, through legal means, to the party receiving the information, or (c) legally obtained from a third party. Each institution agrees to use the other's confidential information solely for the purpose contemplated by this agreement and not to disclose such confidential information to any person or entity other than as necessary for such purposes or as required to be disclosed by order of a court of competent jurisdiction, administrative body or governmental body, or by subpoena, summons or legal process, or by law, rule or regulation.
- B. In course of dealings between the parties, and in accordance with the Gramm-Leach Bliley Act (and the Federal Trade Commission's implementing regulations) and the Family Education Rights and Privacy Act of 1974, each party represents, warrants and covenants that it is capable of maintaining appropriate safeguards for non-public personal financial information, student education records, and other protected information ("Protected Information") relating to students to which all parties involved in this Agreement will be provided access to. Protected Information shall be held in confidence and may only be used or accessed for the purposes set out in this Agreement or as required to be disclosed by order of a court of competent jurisdiction, administrative body or

governmental body, or by subpoena, summons or legal process, or by law, rule or regulation. Each party will protect such Protected Information in accordance with generally accepted commercial standards and no less rigorously than it protects its own confidential information.

University at Buffalo School of Law

By: Aviva Abromovsky, Dean

Date: 10 · 28 · 18

The State University of New York at Canton

By: ______ Dr. Douglas Scheidt, Provost

Date: 10.22.18