[PERMIT#]
SNY01
3320215

Long Term Revocable Permit – Use of University Facilities for Covered Activities
under the State University of New York Child Protection Policy

THIS AGREEMENT, made this _____ day of _____ 20__, by and between the STATE UNIVERSITY OF NEW YORK, an educational corporation organized and existing under the laws of the State of New York, and having its principal place of business located at SUNY Plaza, Albany, New York, 12246, through and on behalf behalf of the State University of New York at [Stony Brook], having its principal place of business at 100 Nicolls Road, Stony Brook, NY 11794 (hereinafter referred to as "SUNY Stony Brook" and [Permittee name] a [commercial / non-commercial] organization having its principal place of business located at [address], hereinafter referred to as "the Permittee," and collectively as "the Parties."

W I T N E S S E T H:

WHEREAS, the Permittee will be conducting an on-campus activity which requires certain facilities; for a Covered Activity, defined herein as an activity conducted by the Permittee occurring on SUNY Stony Brook, for the duration of which the responsibility for custody, control and supervision of children is vested in Permittee; and

WHEREAS, SUNY at Stony Brook has such facilities; and

WHEREAS, the parties desire to enter into an agreement whereby SUNY Stony Brook will make such facilities available to the Permittee for the Covered Activity.

NOW, THEREFORE, be it known that a revocable permit is hereby granted to the Permittee, subject to the terms and conditions as hereinafter provided, to use the facilities and services designated in ***Exhibit B***, attached hereto and made a part hereof, on the date(s) and at the times specified thereon.

1. SUNY Stony Brook shall supply all ordinary and necessary water, gas, electricity, light, heat and sewerage facilities for the premises. Unless specifically indicated otherwise in ***Exhibit B***, no telephone service shall be provided by SUNY Stony Brook to Permittee hereunder.

2. The Permittee shall take good care of the premises, fixtures and appurtenances to preserve the premises in good order and condition. Upon removal from said premises, the Permittee shall, at its sole cost and expense, restore the premises as nearly as possible to the condition in which these premises were in when the use by the Permittee began, other than ordinary wear and tear to the premises.

3. Upon the prior written approval by SUNY Stony Brook, the Permittee may use other areas of the SUNY Stony Brook upon the same terms and conditions as provided herein.

4. The Permittee agrees, upon request, to provide SUNY Stony Brook with a copy of its Incorporation Papers or Receipt of Filing as a nonprofit agency or a commercial entity filed with the Secretary of State, or Papers Filed with the appropriate County Clerk for Conducting Business in its Name.

5. In consideration of the facilities and services to be provided by SUNY Stony Brook as enumerated herein, the Permittee agrees to reimburse SUNY Stony Brook in accordance with the

costs or services stipulated on ***Exhibit C***, attached hereto and made a part hereof, and any other extraordinary costs incurred by SUNY Stony Brook to meet the requirements of the Permittee. Payment shall be made by the Permittee payable upon receipt of an official billing statement from SUNY Stony Brook. The form and manner of presentation of the statement shall be mutually agreed upon by the Parties.

6. The Permittee shall be responsible for any and all damages or loss by theft or otherwise of property whether such property shall belong to SUNY Stony Brook or to others, and for injury to persons (including death) which may in any way result from the operation or conducting of the Covered Activity, or may be caused by any of the persons involved in the Covered Activity, whether or not directly caused by the Permittee.

7. The Permittee shall be responsible for and shall maintain good discipline and proper behavior on the part of all persons in any way involved with the Covered Activity and agrees to remove any personnel involved in the Covered Activity whose actions, or failure to act, shall in the sole judgment of SUNY Stony Brook, after consulting with the Permittee, be deemed to be detrimental to SUNY Stony Brook.

8. If in the judgment of SUNY Stony Brook the activities of any personnel in any way involved in the Covered Activity should be such that SUNY Stony Brook, after consultation with the Permittee, shall determine that the continuation of the Covered Activity for the then remaining period covered by this Agreement shall be contrary to the best interest of SUNY Stony Brook, SUNY Stony Brook may terminate this Agreement without liability of any kind whatsoever therefore, and the Permittee and all personnel so involved shall be thereupon removed from SUNY Stony Brook premises.

9. This Agreement shall be interpreted according to the laws of the State of New York. The Permittee shall comply with established State University of New York and SUNY Stony Brook regulations and policies and with all laws, rules, orders, regulations, and requirements of Federal, State and municipal governments applicable thereto including the provisions contained in the rider attached hereto and made a part hereof as ***Exhibit A***. If necessary, Permittee shall obtain and keep in force at its sole cost and expense, any permits or licenses which may be required by any local, State or Federal Governmental body.

10. The Permittee agrees that the issuance of this permit shall in no way diminish the statutory authority of the State University of New York or SUNY Stony Brook to possession, pursuant to the Education Law, of the State controlled property to which this permit relates; nor shall the dominion and control by the State University of New York over the said State property be in any way diminished.

11. The Permittee specifically agrees that this permit does not create the relationship of landlord and tenant between SUNY Stony Brook and the Permittee regarding the use of the State controlled property to which this permit relates. The relationship of the Permittee to State University of New York and the State of New York arising out of this agreement shall be that of independent contractor.

12. The Permittee specifically agrees that this permit shall be void and of no further force and effect upon any use of the State controlled property to which this permit relates which is inconsistent with State Law or which in any way conflicts with the purposes or objectives of SUNY Stony Brook.

13. The Permittee shall have the right, so long as this permit shall remain in force, to enter upon said State lands for the purpose of maintaining, operating and using facilities designated in ***Exhibit B***.

14. The Permittee specifically agrees not to hold itself out as representing the State of New York or State University of New York in connection with the use of the State-owned property to which this permit relates, nor shall the name of the State of New York, the State University of New York, or the State University of New York at Stony Brook be used by Permittee for any purpose without prior approval of the SUNY Stony Brook.

15. The Permittee assumes all risk incidental to the use of said facilities and shall be solely responsible for any and all accidents and injuries to persons and property (including death) arising out of or in connection with the Covered Activity, use of facilities, its appurtenances and the surrounding grounds and hereby covenants and agrees to indemnify and hold harmless the State of New York and the State University of New York from any and all claims, suits, actions, damages and costs of every nature and description arising out of or relating to the use of the facilities, its appurtenances and the surrounding grounds or the violation by said Permittee, its agents, employees or contractors of any law, code, order, ordinance, rule or regulation in connection therewith. The Permittee further agrees, on being requested to do so, to assume the defense and to defend, at its own cost and expense, any action brought at any time against the State of New York and/or the State University of New York in connection with the claims, suits and losses, as aforesaid. Subject to the availability of lawful appropriations and consistent with Section 8 of the State Court of Claims Act, SUNY Stony Brook shall hold Permittee harmless from and indemnify it for any final judgment of a court of competent jurisdiction to the extent attributable to the negligence of the State University of New York or of its officers or employees when acting within the course and scope of their employment.

16. The Permittee agrees to provide SUNY Stony Brook with the insurance coverage listed below, naming the State University of New York, as an additional insured covering property damage, personal injury or death arising out of the use of SUNY Stony Brook facilities. The Permittee further agrees to provide the SUNY Stony Brook designee cited in paragraph 20 of this Permit evidence of such coverage within five (5) business days of execution of this permit or at minimum two weeks (14 days) prior to the Covered Activity. Permittee agrees to provide notice to SUNY Stony Brook of any cancellation of such policies, renewal policies, or new policies.

    i. General Liability insurance one million dollars ($1,000,000) each occurrence and two million dollars ($2,000,000) in the aggregate;

    ii. Sexual Abuse and Molestation insurance, either under the above-described general liability policy or in a separate policy, with coverage not less than one million dollars ($1,000,000). Any insurance coverage for sexual abuse and molestation insurance written on a claims made basis shall remain in effect for a minimum of six (6) months following the use of University facilities.

    iii. New York State Workers' Compensation and disability insurance (if applicable) during the term of the revocable permit for the benefit of Permittee's employees required to be covered under the NYS Workers' Compensation Law and the NYS Disability Benefits Law.

17. If the Covered Activity for which this permit issues is a children's camp as defined by New York Public Health Law § 1392, Permittee agrees to provide SUNY Stony Brook with a copy of its

camp operator permit issued by the New York State Commissioner of Health upon execution of the Permit, and not later than two weeks (14 days) before the scheduled use of University facilities.

18. Parking and Other Regulations of the University: It will be the responsibility of the successful permittee to contact the Traffic Office at 631-632-6345 to make arrangements for parking passes or permits if required. Illegally parked vehicles are subject to ticketing and/or towing. Bidder will operate vehicles responsibly under campus rules and regulations and will not park vehicles in unauthorized areas. Illegally parked vehicles will be towed. Successful bidder will abide by all the applicable rules and regulations of the University, and breach whereof shall make permittee liable under such rules and regulations.

19. The Permittee represents and warrants that for all of its employees, volunteers, subcontractors and agents who shall enter upon University facilities for purposes related to the Covered Activity, Permittee has conducted within the ninety (90) day period preceding the use of University facilities (i) a search of the NY Sex Offender Registry; and (ii) a search of the National Sex Offender Public Registry.

a. A search of the NY Sex Offender Registry means:

(i) a search of the file of persons required to register pursuant to Article 6-C of the Correction Law maintained by the NY Division of Criminal Justice Services pursuant to NY Correction Law § 168-b for every level of sex offender (Level 1 through Level 3), which requires an email, CD or hard copy submission of names and identifiers to DCJS as described on the DCJS website (http://www.criminaljustice.ny.gov/nsor/800info_cdsubmit.htm); and

(ii) retention of the records of the results of such search. Note that an internet search alone will not meet the requirements of this Policy.

b. A search of the National Sex Offender Public Registry means:

(i) a search by first and last name of the National Sex Offender Public Website maintained by the United States Department of Justice at this link: http://www.nsopw.gov/; and

(ii) retention of the records of the results of such search.

20. The Permittee represents and warrants that for all facets of the Covered Activity:

(i) it shall adhere to the following minimum staff-to-child supervision ratios by age of child:

5 years and younger:	1 adult volunteer/staff for each 6 children;
6-8 years:	1 adult volunteer/staff for each 8 children;
9-14 years:	1 adult volunteer/staff for each 10 children;
15-16 years:	1 adult volunteer/staff for each 12 children.

(ii) as used in this agreement the term “adult volunteer” means person who is eighteen (18) years of age or older; at least 80% of its staff are eighteen (18) years of age or older and

that all staff are at least sixteen (16) years of age and at least two (2) years older than the children with whom they are working;

(iii) its staff has training specific to the program or activity; and

(iv) the overall supervisor for each program and activity is an adult with certification or documented training and/or experience in that program or activity.

21. The Permittee represents and warrants that any time it provides transportation for participating minors to and from the SUNY campus grounds, in addition to the driver of the vehicle, there shall be at least one other staff member in the vehicle at all times.

22. The Permittee acknowledges that it has received a copy of the State University of New York Child Protection Policy and Mandatory Reporting and Prevention of Child Sexual Abuse Policy and agrees to abide by all of their terms, including its requirement that any suspected physical abuse or sexual abuse of a child be reported immediately to University Police. The Permittee's written acknowledgement is attached hereto as ***Exhibit D***. Permittee represents and warrants that it has caused each of its employees, agents and volunteers, and those of its sub-permittees, who is responsible for custody, control or supervision of children participating in the covered Activity, to complete the Acknowledgement of review of the above-referenced policies and their agreement to abide by their terms.

23. The Permittee specifically agrees that if this permit is cancelled or terminated for any reason, the Permittee shall have no claim against SUNY Stony Brook, its officers and employees, nor any claim against the State of New York, its officers and employees, and both the State University of New York and the State of New York and their officers and employees shall be relieved from any and all
Liability.

24. Requirements of this clause apply to the Permittee(s) of this contract who will be utilizing Stony Brook University facilities and/or resources:

(A) Definitions.
For the purposes of this clause, the following definitions apply:

(1) On-Site: "On-Site" refers to any University Facility or leased spaces open to the public or at which the University business operations are conducted.
(2) Suitability:"Suitability" refers to identifiable character traits and past conduct which are reasonably sufficient to indicate whether a given individual is likely or not likely to be able to perform the requirements of a contract at the University on-site locations without undue risk to the interest of the University.
(3) Suitability Determination: A "suitability determination" is a determination that there are reasonable grounds to believe that an individual will likely be able to perform the contract requirements on-site without undue risk to the interest of the University.

(B) Applicability.
(1) Permittee shall perform background checks and make suitability determinations on employees before the individual employees can utilize University resources

(2) The Director of Procurement, or his designee, on a case-by-case basis, may, either temporarily or permanently, waive the requirements of this clause, in whole or in part, if they determine in writing that background checks and suitability determinations are not necessary at the specific location, or for a specific individual, in order to protect the University's interest.

(C) Background Check.

(1) The Permittee is responsible, at its own expense for completing background checks and making suitability determinations on its employees prior to the employee beginning on-site work. Compliance with the requirement for performing a background check and making suitability determination shall not be construed as providing a Permittee employee clearance to secured areas. Permittee are required to maintain records of background checks and suitability determinations for the term of the contract, and to make them available to the University when requested.

(2) At a minimum, the background check and suitability determination much include an evaluation of:

(i) Verification that the individual is not listed on a national watched person database. The following link has information about a data available.
http://www.treas.gov/offices.enforcement/ofac/sdn/index.html
The following link has a PDF file of a list of SPECIALLY DESIGNATED NATIONALS AND BLOCKED PERSONS
http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf;

(ii) Criminal History checks (using a national database that contains criminal histories and supplement this search by checks of NYS Office of Court Administration and comparable searches of the State where the person has lived, worked or attended school during the past 5 years) or by obtaining the record of convictions from NYSOCA directly and from their equivalents from other States where the person might have lived, worked or attended school during the last 5 years;

(iii) DMV driving records;

(iv) Social Security Number trace;

(v) Verification of U.S. citizenship or legal resident status; and

(vi) Residence (past 3 years) (should be requested on employment application to compare against data from DMV license and other searches for verification)

(D) Background Check Guidelines.

(1) In making a suitability determination, the permittee shall consider the following factors and evaluate them against the work to be performed, the performance location, and the degree of risk to the University:

(i) Any loyalty or terrorism issue;

(ii) Patterns of conduct (e.g. alcoholism/drug addiction, financial irresponsibility/major liabilities, dishonesty, unemployability for negligence or misconduct, criminal conduct);

(iii) Dishonorable military discharge

(iv) Felony and misdemeanor offenses;

(v) Drug manufacturing/trafficking/sale;

(vi) Major honesty issue (e.g., extortion, armed robbery, embezzlement, perjury);

(vii) Criminal sexual misconduct;

(viii) Serious violent behavior (e.g., rape, aggravated assault, arson, child

abuse, manslaughter);
(ix) Illegal use of firearms/explosives; and
(x) Employment related misconduct involving dishonesty, criminal or violent behavior.

(2) The permittee shall evaluate any adverse information about an individual by considering the following factors before making a suitability determination:
(i) The nature, extent and seriousness of the conduct;
(ii) The circumstances surrounding the conduct;
(iii) The frequency and recency of the conduct;
(iv) The individual's age and maturity at the time of the conduct;
(v) The presence or absence of rehabilitation and other pertinent behavior changes;
(vi) The likelihood of continuation of the conduct.
(vii) The potential for pressure, coercion, exploitation, or duress;
(viii) How, and if, the conduct bears upon potential job responsibilities; and
(ix) The employee's employment history before and after the conduct.

Each suitability determination should be documented in a narrative. If negative items are mitigated by subsequent passage of time or completion of substance abuse programs this rationale should be included in the narrative. A negative suitability determination must be supported by a finding that the adverse information has a direct bearing on the potential job duties or that it is deemed sufficiently serious to bar the employee from the University site.

(E) Employee Removal.

Whenever a permittee becomes aware that any employee working at an on-site location under a University contract becomes an unacceptable risk to the University; the permittee shall immediately remove that employee from the site, notify the University that such a removal has taken place, and replace them with a qualified substitute. If the approval of the University was initially required for the removed employee, University approval is required for the replacement employee.

(F) University Notification.

Prior to commencement of on-site contract performance, the permittee shall notify the University that the background checks and suitability determinations required by this clause have been completed for affected individual.

25. Any notice to either party hereunder must be in writing signed by the party giving it and shall be served either personally or be registered mail addressed as follows:

TO SUNY Stony Brook: State University of New York at Stony Brook
Procurement Department, Contract Section
Research and Development Park
Research & Support Service
Stony Brook, NY 11794-6000

TO THE PERMITTEE: [Permittee Name]
[Address]

Or to such other addressee as may be hereafter designated by notice. All notices become effective only when received by the addressee.

26. This Agreement constitutes the entire agreement of the parties hereto and all previous communications between the parties, whether written or oral, with reference to the subject matter of this contract are hereby superseded. In the event of any inconsistency or conflict among the documents comprising this Agreement, such inconsistency or conflict shall be resolved by giving precedence to the documents in the following order:

1. Exhibit A, (Standard Contract Clauses State University of New York March 16, 2020)
2. This Agreement [PERMIT#]
3. Exhibit B, Designated Facilities and Services
4. Exhibit C, Costs and Services
5. Exhibit D, Permittee Acknowledgement of SUNY Child Protection Policies
6. Attachment A(if applicable)

27. The permission hereby granted shall be effective [DATE] and may be revoked at any time without cause. Upon revocation of the permission hereby granted and notice thereof served either in person or by certified mail, return receipt requested, said Permittee shall and will promptly discontinue the use of the premises and shall thereupon remove all of its property from the premises and shall restore the premises to the same condition it was in before use by the Permittee commenced, except that this permit shall terminate [DATE] in any event, if not sooner revoked. Under no circumstances shall State University of New York be held liable for damages of any kind, either direct or indirect, for termination of this permit.

28. IN WITNESS WHEREOF, the Permittee has caused this instrument to be sealed and signed by its duly authorized officer, and SUNY Stony Brook has caused this instrument to be executed by its duly authorized officer.

State University of New York through and on behalf of
The State University of New York at Stony Brook

By: _____

Office of Procurement

Date: _____

[Permittee Name]

By:_____
[Type Name]
Official Representative of Permittee
or Authorized Designee

Date:_____

(For long term permits (over 30 days) which include, or may include in the future, a provision for long term use (e.g. ground lease or easement), or any construction, alteration or improvement to the property, the signature of the SUNY Vice Chancellor for Capital Facilities is required.)

By: _____ Date: _____
Vice Chancellor for Capital Facilities
SUNY System Administration

(Approval of the State Comptroller and Attorney General are required when the value or reasonably estimated value of this revocable permit is a revenue contract that exceeds $25,000.)

Approved as to Form:
New York State Attorney General

By: _____

Date: _____

Approved:
NYS Office of the State Comptroller

By: _____

Date: _____

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ACKNOWLEDGEMENT BY CORPORATION

STATE OF NEW YORK)
COUNTY OF _____) ss.:

On this ____ day of _____ 20___, before me personally came _____ to me known, who duly being sworn, did depose and say that he/she resides in _____;

that he/she is the _____ of _____, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal, that was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

_____
Notary Public

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EXHIBIT B
Description of Spaces, Facilities and Fees

The facilities and space to be used by Permittee:

Date and time facilities and space will be made available as listed below:

Room Usage Rules Apply as noted below:

Fees: Administrative overhead may/will be charged by the University at the current University Administrative Overhead rate in effect at the time of the execution of the agreement.

An invoice will be issued [Permitee Name] and should be paid directly through the Bursar to Stony Brook University, account number [INPUT].

Permittee shall coordinate access with the University Representative(s) listed below to ensure that there is no disruption of University activities:

ID BADGES
All individuals associated with the [Permitee Name] Revocable Permit Group must be properly identified when on campus as part of this permit group. ID Badges issued by SBU must be worn at all times. As per Administration, there is a $25 cost per issued badge. A separate invoice will be created at the time all badges are created in total amount of all instructors x $25.00 per badge. This invoice will be paid directly to the Bursar's Office account which will be indicated at the bottom of the invoice.

ADMINISTRATIVE OPERATION ROOM FEES
In order to cover the costs for Stony Brook University operations fees incurred throughout the length of this outline Revocable Permit, an additional Invoice in the amount of [INPUT] has been included in addition. This fee is set by University standards as recovery for operational room usage. We have outlined a quarterly pay period and will invoice accordingly.

Contact Name, Title
Stony Brook University
Location/Department
Address
Stony Brook, NY 11794

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EXHIBIT C

[Permittee Name]
Summation of space, Fees and term

FACILITIES

[Building name]
Room[#] (SQ footage#)

FEES

$#AMOUNT annually for space- SQ footage# through date
(Paid in monthly installments of $AMOUNT)

$#AMOUNT annually for utilities-SQ footage# through date
(Paid in monthly installments of $AMOUNT)

$#AMOUNT security deposit
(One time installment)

TERM

START DATE THROUGH END DATE

PAYMENT

Fees made Payable to:

Mail to: SUNY at Stony Brook
Accounting Dept
460 Administration bldg.
Stony Brook, New York 117494-1151

NOTICES

A. Administrative overhead fee may/will be changed by SBU at the CURRENT university administrative overhead rate in effect as determined by the University.

B. Fees due no later than 16th day of the month

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EXHIBIT D

Permittee Acknowledgement of Receipt of SUNY Child Protection Policies State University of New York at Stony Brook Revocable Permit Issued to
[Permittee Name]

[Permittee] acknowledges that on [date] it has received copies of the State University of New York policies entitled: (1) Child Protection Policy; and (2) Policy on Mandatory Reporting and Prevention of Child Sexual Abuse. [Permittee] represents that it has reviewed said policies and agrees to abide by their terms, including provisions requiring that actual and suspected physical abuse and sexual abuse of a child be reported immediately to the campus University Police Department at 632-3333 (off campus) or 2-3333 (on campus).

[Permittee] acknowledges that for all of its employees and volunteers, and employees and volunteers of its sub-permittees who shall enter upon University facilities for purposes related to Covered Activity, permittee has conducted (i) a search of the NY Sex Offender Registry; and (ii) a search of the National Sex Offender Public website within the ninety (90) day period preceding its use of University facilities and has retained the records of such search.

[PERMITTEE NAME]

By: _____

Print Name:_____

Title:_____

Address_____

Date signed:_____

[PERMIT#]
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Attachment A
USE OF COMPUTER SERVICES
State University of New York at Stony Brook
Revocable Permit Issued to [Permittee Name]

All computer equipment, leased or purchased, is to be used primarily for the internal needs of the University. This would include administrative processing, academic uses by the faculty and students, and research activities sponsored or contracted by the University.

1. Computer services will not be provided, free or at a fee, to any commercial or industrial organization, except as otherwise described in item 4 below.
2. No employee of the University will be permitted the use of any campus computer facilities to develop systems or to run programs which are prepared by him/her in a capacity as consultant or part-time employee of an outside firm or agency.
3. (a)Occasional, periodic support services may be offered to other education, government, or nonprofit organizations as a public service. However, this type of service may not be used to justify an increase in staff or equipment;

    (b) With prior approval from the chancellor or the vice chancellor for finance and business, cooperative programs may be developed with, and services offered to, other governmental and educational institutions to provide continuing services. In these cases increases in staff or equipment can be approved;

4. Computer services may be provided in connection with software development projects pursuant to agreements therefore with commercial or non-profit entities in connection with the educational and research mission of the University. Software developed through such efforts may be licensed by the University for Commercial marketing, and resulting income shall be credited to the University as described in item 6 below.
5. No services will be provided to outside organizations or agencies which would normally be provided by other public or private agencies without the prior approval of the chancellor or the vice chancellor for finance and business.
6. Inter-institutional, collaborative efforts of benefit to the campus would be appropriate.