



**Stony Brook University
Undergraduate Student Government
Contract with Stony Brook Child Care Services, Inc.
2011-2012**

This contract entered into this 15th day of September, 2011 by and between the Stony Brook Child Care Services, Inc., a not for profit corporation organized under the laws of the State of New York, and having its office and place of business at South Drive, Stony Brook, New York 11794-4000, hereinafter referred to as “SBCCSI”, and the Stony Brook University Undergraduate Student Government, a non-incorporated student government representing the undergraduate student body of Stony Brook University, having its office and place of business at the Student activity Center-Suite 202, Stony Brook University, Stony Brook, New York 11794-2800, hereinafter referred to as “USG.”

1. USG, the student government located on the campus of Stony Brook University, is an organization authorized by referendum and composed of interested undergraduate students to allocate funding which is provided by the University through a set portion of the Student Activity Fee paid by each undergraduate student every semester.
2. SBCCSI is a not-for-profit corporation, organized under the laws of State of New York, located on South Drive, Stony Brook University at the address above which is engaged in the supervisory care of children of the undergraduate students on the campus of SUNY at Stony Brook during school /work days.
3. SBCCSI will provide, pursuant to the terms hereof, and for a period of (2) semesters, commencing in Fall Semester 2011 and ending Spring Semester 2012, such care services to the children of undergraduate students of the campus of Stony Brook University during school/work days, enrolled in such program.
4. Pursuant to the USG Budget Process, which took place in spring 2011, USG will provide to SBCCSI an allocation of \$21,250 during the 2011-2012 academic year. Such allocation shall be the only monies provided to SBCCSI by USG.
5. The parties understand and agree that the SBCCSI and USG are independent organizations and are not related to each other whatsoever. This is an independent contractor agreement. Accordingly, neither organization shall be responsible for the actions or statements of the other. It is further understood that USG is not involved in the oversight or supervision of the SBCCSI, and shall bear no liability whatsoever for claims or actions, which may result from such programs.
6. USG makes no representation or guarantees as to services, results or benefits of SBCCSI’s actions.

7. As a condition to being provided such funds, and as required by the Undergraduate Student Government Financial Bylaws, SBCCSI shall furnish USG with certified financial statements, indicating, among other things, the allocation and use of monies allocated above. Such statement shall be prepared and certified by a Certified Public Accountant for the most recently ended fiscal year, and shall continue to supply USG with such statements during the term of this agreement. SBCCSI shall also furnish USG with its Certificate of Incorporation, filing receipt with the Secretary of State, and any amendments thereof.
8. Further, as required by the Undergraduate Student Government Financial Bylaws, SBCCSI shall comply in every way with all applicable Federal, State, and Local laws and/or regulations, including the policies of the Board of Trustees of the State University of New York and USG. The violation of any applicable Federal, State, or Local law or regulation, and such policies shall be considered a material breach of this agreement and entitle the USG to terminate the same.
9. SBCCSI shall maintain the required insurance coverage as required for an entity engaged in the business of providing child care services in New York State would normally obtain and will annually furnish USG with a Certificate of Insurance upon request, which reflects the additional insured provision. (SBCCSI's insurance program shall include USG and Faculty Student Association as additional insureds for the protection of USG, its officers, directors, employees, members, and volunteers.)
10. SBCCSI shall indemnify, defend and hold harmless USG, its officers, directors, and employees from any and all claims and/or liabilities that may arise out of or be related to USG's access to and use of the SBCCSI site, if caused by the negligence of SBCCSI's officers, agent, or employees.
11. This agreement shall be binding on the parties and their successors and assigns.
12. This agreement shall be construed (both in validity and performance) and enforced in accordance with, and governed by, the laws of the State of New York. In the event of a dispute under this agreement, a suit may be brought only in court of competent jurisdiction in Suffolk County, State of New York.
13. A term or condition of this agreement may only be modified, amended or waived in writing and with consent of the parties hereunder.
14. This agreement contains the entire understanding and agreement of the parties relating thereto the subject matter hereof and supersedes any and all prior arrangements, understandings and agreements between the parties whether written or oral.

Agreed to and accepted by a duly authorized Officer of the Undergraduate Student Government.

STONY BROOK CHILD CARE SERVICES INC.:

Chairperson of the Board Signature

Date

Chairperson of the Board Signature

UNDERGRADUATE STUDENT GOVERNMENT

Mark Maloof
President

Date