

Contract:

This document constitutes an agreement between the UNDERGRADUATE STUDENT GOVERNMENT AT STONY BROOK UNIVERSITY (hereafter "USG") and the NEW YORK PUBLIC INTEREST RESEARCH GROUP, INC. (hereafter "NYPIRG").

1. This agreement is in effect from the date this agreement is signed through May 14<sup>th</sup>, 2012.
2. USG recognizes the educational, tutorial, social, cultural, and practical benefits of the services and programs NYPIRG provides on campus, which supplement services provided by the university. USG also recognizes the benefit to the campus community when such services and programs are properly directed and the students have the benefit of working with professional staff based on the campus and statewide.
3. NYPIRG shall be paid the sum total of \$21,250, expenses included, for the academic year 9/2011 thru 5/14/2012. The schedule of payment from USG to NYPIRG shall be as follows: 50% of all money budgeted to NYPIRG shall be paid on or before, November 11<sup>th</sup> 2011; the remaining amount shall be paid on or before April 15, 2012; if USG approves any additional payments at any time prior to the end of the 2011-2012 academic year, USG agrees to pay such additional payments as part of the April 15, 2012 payment, or, if approved after April 15, 2012, then they shall be paid to NYPIRG within ten (10) business days of approval or as soon thereafter as is practical.
4. NYPIRG agrees to use money received from USG in accordance with all applicable laws, including court decisions, the Not-For-Profit Corporation Law of the State of New York, the United States Internal Revenue Code; NYPIRG's Certificate of Incorporation, as amended; NYPIRG bylaws; and the SUNY Board of Trustees Guidelines with regard to mandatory Student Activity Fees.
5. In accordance with its Certificate of Incorporation and in accordance with the principles of nonpartisanship, NYPIRG will not support or contribute to the campaign of any candidate for public office nor be affiliated with any political party.
6. NYPIRG will make available a current annual audit prepared by an independent certified public accountant to USG by March 1st. NYPIRG will allow USG and/or the USG President (or his or her designee) to examine its books and records upon reasonable notice.
7. NYPIRG will maintain offices at various locations in the state, including a legislative center in Albany and a downstate center in New York City, and will retain a full-time professional staff, including an Executive Director.

8. NYPIRG shall produce inventory reports and requisition forms or equivalent documentation on a monthly basis for all supplies funded or partially funded with Stony Brook money. Supplies purchased with Stony Brook University Student Activity Fee money will only be used for the Stony Brook University Chapter.
9. The USG will have the authority to audit the current supplies of the organization's Stony Brook Chapter.
10. NYPIRG will continue to provide services and goods to Stony Brook University students including, but not limited to, the following:
  - a. NYPIRG programs to instruct Stony Brook University students in skills such as research, writing, public speaking, and organizing.
  - b. Maintaining a NYPIRG office on the Stony Brook University campus, in an appropriate space provided by Stony Brook University.
  - c. Full-time campus NYPIRG staff (Project Coordinator) available to Stony Brook University students for assistance on NYPIRG projects in the Stony Brook University office. In the event that the full-time Project Coordinator leaves prior to the termination of this contract, NYPIRG will make every attempt to hire a replacement to fulfill the terms of this contract, during this transition period office hours will be regularly maintained. The President of the USG will be kept informed and updated by NYPIRG during this transition period.
  - d. Information and supervision necessary for students to be eligible for academic credit for work on NYPIRG projects.
  - e. Competitive legislative internships that will be available to a select number of student applicants from campuses with NYPIRG chapters. All members of the USG shall be eligible to apply. On-campus undergraduate internships in Stony Brook shall only be available to members of the USG.
  - f. NYPIRG staff available for consultation with Stony Brook University students working on NYPIRG projects, regarding administrative, editorial, and legal matters pertaining to NYPIRG projects.
  - g. Printing of materials and reports that are produced by Stony Brook University students for NYPIRG projects and approved by NYPIRG's Project Coordinator, as appropriate.
  - h. Copies, available to the Stony Brook University campus community, of the reports and studies that NYPIRG publishes.

- i. NYPIRG staff available to give lectures and participate in educational forums.
  - j. Other services and goods as NYPIRG has, from time to time over the last 30 years, provided to Stony Brook University students.
11. NYPIRG will pay all operating and related expenses for the Stony Brook University NYPIRG office.
12. Stony Brook University will be represented on the NYPIRG State Board of Directors by members of the USG in accordance with NYPIRG's bylaws.
13. NYPIRG staff shall be available to regularly provide oral reports on NYPIRG's activities – as often as every week – to the USG Senate and/or the USG President. Also a report in writing shall be submitted in the months of September, October, November, February, March, and April. These reports will be submitted in the last 2 weeks of the specified months.
14. NYPIRG shall function in accordance with duly-established USG policies.
15. The parties understand and agree that NYPIRG 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 NYPIRG, and shall bear no liability whatsoever for claims or actions, which may result from such programs. NYPIRG shall maintain Club status for the limited purposes of facilitating its contracted services such as room rental, promotion of events, facilities reservation, and advertisements. NYPIRG shall also apply for a budget using the same policies and procedures as a club, following all applicable budgetary guidelines and procedures. The approved amount shall constitute the amount contracted.
16. NYPIRG will add the USG and the Faculty Student Association (“FSA”) as Certificate Holders on their insurance policies. NYPIRG shall maintain the required insurance coverage as applicable to an entity engaged in the business of providing comparable work 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.
17. NYPIRG shall indemnify, defend and hold harmless USG, FSA, their officers, directors and employees from any and all claims and/or liabilities that may arise out of or be related to the subject NYPIRG's program, if caused by NYPIRG's officers, agents, employees, licensees, or invitees.
18. The USG makes no representations, guarantees, or endorsements as to the services, results or benefits of NYPIRG's actions.

19. This agreement shall be binding on the parties and their successors and assigns.
20. If any term or provision of this Agreement is held unenforceable or invalid, then such term or provision shall be severed and shall be inoperable, and all other terms and provisions of this Contract shall remain in full force and effect, operative and binding on the parties.

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Kathleen Jordan  
Chairperson  
Board of Directors  
New York Public Interest Research Group

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Date

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Mark Maloof  
President  
Undergraduate Student Government  
Stony Brook University

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Date