



## SUNY SCI Membership Agreement

**THIS SUNY SCI MEMBERSHIP AGREEMENT** (“Agreement”) made and entered into 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 H. Carl McCall SUNY Building, 353 Broadway, Albany, New York 12246, acting through and on behalf of the SUNY System Administration, a component of which is the Student Conduct Institute (hereinafter “SUNY”), and **INSTITUTION**, an educational corporation organized and existing under the Laws of the State of **STATE**, and having its principal place of business located at **ADDRESS** (hereinafter, “Institutional Member,” or if applicable, “System Member”). SUNY and Institutional Member/System Member are individually referred to as a “Party,” and collectively, as the “Parties.”

### 1. Purpose

This Agreement sets forth the terms and conditions upon which the SUNY Student Conduct Institute (“SUNY SCI”) will provide access to the SUNY SCI Learning Platform (“Learning Platform”) to authorized System Members and/or Institutional Members (collectively, “SUNY SCI Members” or individually an “SCI Member”) and their authorized Learners, as defined herein.

### 2. Definitions

For purposes of this Agreement, the following definitions shall apply:

- a) **“Effective Date”** means the later of the full execution of this Agreement by the Parties hereto, or payment by the SCI Member to SUNY SCI of the Membership Fee (as defined herein).
- b) **“Academic Year”** means the SUNY SCI academic year, which runs from July 1<sup>st</sup> to June 30<sup>th</sup> of each calendar year.
- c) **“Institutional Member”** means an individual, stand-alone college or university campus. An Institutional Member may become a SUNY SCI Member independently or under the auspices of a System Membership (as defined herein). Subject to payment, the following entities are currently eligible for consideration as Institutional Members:
  - i. State University of New York State-Operated Colleges (automatic acceptance);
  - ii. State University of New York Community Colleges (automatic acceptance);
  - iii. Public and Private Colleges in the State of New York (by application only, subject to review and acceptance);
  - iv. Public and Private Colleges in the United States outside of New York State (by application only, subject to review and acceptance); and
  - v. Other public and private colleges outside of the United States (by application only, subject to review and acceptance).



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- d) **“System Member”** means a primary academic system that centrally operates at least three (3) or more discrete public college or university campuses of higher education under the direction of a single governing board (as set forth in **Appendix 1 System Member**, attached hereto and made a part hereof). The college or university campuses governed by the System Member must be operated and maintained jointly. System Members must register and maintain at least three (3) or more Institutional Members, as defined within this Agreement, per Academic Year, to obtain and maintain System Member status.
- e) **“Learner”** means an individual registered user employed by an Institutional Member or System Member whose scope of professional duties includes facilitating, supporting, and/or executing aspects of the Campus’s Title IX grievance and student conduct related processes, or a student authorized by an Institutional Member or System Member to perform such duties upon completion of appropriate training. All Learners must be directly associated with an active Institutional Member or System Member in Good Standing (as defined herein) to be eligible for Learning Platform access and any associated membership benefits. All Learners shall be identified and approved by the Institutional Member or System Member and must have a current, valid email address associated with the Institutional Member or System Member granting access.
- i) An SCI Member who has Learners unable to meet this requirement must request and obtain written approval for an exception from the SUNY SCI Director, or designee. SUNY SCI reserves the right to grant or deny exceptions at its sole discretion.
- ii) SUNY SCI also reserves the right to establish additional tiers and/or categories of Learners and the Membership Fees therefor based on institutional affiliation and/or self-reported professional role, and designate the scope of Learner access to the SUNY SCI Learning Platform (e.g. “all employee” level training). Such additional categories, tiers, and/or designations and the Membership Fees therefor may be subject to change by SUNY SCI at any time (and from time to time) at its sole discretion.
- f) **“Good Standing”** means an Institutional Member or System Member, as the case may be, that has filed a membership application with SUNY SCI; has been approved by SUNY SCI for membership; has a fully-executed Agreement with SUNY SCI; is in compliance with the terms and conditions of this Agreement (including without limitation all **Appendix 2 Acceptable Use Requirements for the SUNY SCI Learning Platform** annexed hereto); and has paid SUNY SCI the applicable Membership Fee(s) due and owing in full.
- g) **“Campus Lead”** means the person designated by each Institutional Member or System Member, as the case may be, as the single point-of-contact with SUNY SCI to oversee, administer and manage all business, financial and other aspects of this Agreement. All SUNY SCI Members must identify one primary Campus Lead and provide the direct address, email, and telephone number(s) for the person so designated.



## SUNY SCI Membership Agreement

### 3. SCI Membership

a) **Term of Agreement.** The term of this Agreement shall commence upon the Effective Date, and shall extend for the following period (the “Term”):

- Option 1:** One (1) Academic Year (July 1, 2025 – June 30, 2026), renewable for a maximum of two additional Academic Years in accordance with the terms of this Agreement;
- Option 2(a):** Two (2) Academic Years (July 1, 2025– June 30, 2027), with no further renewals; or
- Option 2(b):** Three (3) Academic Years (July 1, 2025– June 30, 2028), with no further renewals.

Access to the Learning Platform shall not commence until the Effective Date. For the avoidance of doubt, payment of the Membership Fee set forth in **Appendix A SUNY SCI Membership Fee Schedule** (as may be modified by SUNY SCI pursuant to Section 6(a) of this Agreement) (collectively, “Membership Fees”) must be received by SUNY SCI, in full, by July 1<sup>st</sup> of the applicable Academic Year to activate access to the Learning Platform. SUNY SCI may grant exceptions to the established deadline and payment terms set forth in this Agreement in its sole discretion.

b) **Option 1 Renewal Terms.** An Option 1 SCI Member in Good Standing shall have the option to renew this Agreement for up to two (2) consecutive one (1) year terms upon written notice to SUNY SCI, accompanied by a completed **Appendix B SUNY SCI Membership Renewal Request – Opt-In Form** (attached hereto and made a part hereof), delivered electronically to [studentconductinstitute@suny.edu](mailto:studentconductinstitute@suny.edu) by May 15<sup>th</sup> of the then-current Academic Year; provided, however, that the renewal term and continued access to the Learning Platform shall not commence unless the applicable Membership Fees are received by SUNY SCI, in full, on or before July 1<sup>st</sup> of the applicable Academic Year. SUNY SCI may grant exceptions to the established deadline and payment and renewal terms set forth in this Agreement in its sole discretion.

c) **Application for Membership.** Institutions or systems desiring to become an SCI Member are required to submit a written application to SUNY SCI utilizing the forms provided on the SUNY SCI website, and provide all related information required by the online application process. SUNY SCI will assess all membership applications upon receipt and notify applicants of their approval status within ten (10) business days. In some cases, SUNY SCI may request additional information to make a final determination.



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- d) **Application Decision.** SUNY SCI, in collaboration with SUNY System Administration, reserves the right to accept and/or deny membership applications at their sole discretion. All membership request determinations are final. Any applicants denied membership may reapply for membership 6 months from the date of the application denial notice, unless an exception is expressly granted in writing by the SUNY SCI Director.
- e) **Campus Lead and Notice of Authorized Learners.** Upon application approval, the Campus Lead shall notify SUNY SCI in writing of the authorized Learners (including authorized students and/or employees) approved by the Institutional Member or System Member for Learning Platform access pursuant to the terms of this Agreement, and provide the current, valid institutional email address associated with the Institutional Member or System Member granting access. Any exceptions to this requirement shall require the prior written consent of SUNY SCI, which may be granted or denied by SUNY SCI in its sole discretion.

As the single point-of-contact with SUNY SCI, the Campus Lead will receive all official correspondence and shall assist authorized Learners with registering, accessing, and interacting with the Learning Platform, including all on-demand and/or Live@Distance Training. The Campus Lead will also act as the general institutional contact for local questions. SUNY and SUNY SCI representatives shall be available to assist the Campus Lead with any questions.

The SCI Member shall provide written notice to the SUNY SCI Director of any changes to the designated Campus Lead within 30 days of such change. SCI Member's failure to provide such notice shall not constitute a reasonable excuse or establish any form of exception to substantiate a SUNY SCI Member's non-compliance with any provision of this Agreement.

Authorized Learners of SCI Members in Good Standing shall have access to the Learning Platform in a manner consistent with the provisions of this Agreement. SUNY SCI Membership and use of the Learning Platform by authorized Learners shall only be available for the Academic Year(s) that the SCI Member is in Good Standing.

- f) **Membership Disclaimers.** SUNY SCI does not offer partial or pro-rated memberships. SUNY SCI shall have no responsibility for monitoring and/or providing notifications or reminders to SCI Members and/or their respective authorized Learners concerning the failure to use and/or limited use of the Learning Platform services made available pursuant to this Agreement. Any failure of authorized Learners to access and/or utilize the Learning Platform, in accordance with this Agreement, shall not diminish or void any provisions of this Agreement, including but not limited to any payment obligations herein.



## SUNY SCI Membership Agreement

### 4. SUNY SCI Learning Platform

SUNY SCI's Learning Platform is an educational and training service collaboratively developed and designed by experienced higher education professionals within SUNY System and nationwide to facilitate compliance with a select portfolio of federal and New York State laws and regulations related to higher education topics, including Title IX and student conduct, as well as their associated training requirements, as determined at SUNY SCI's sole discretion. The Learning Platform is comprised of guidance, templates, model policies and procedures, checklists, and other resources, in addition to an extensive portfolio of Live@Distance and on-demand trainings. SUNY monitors federal and New York State laws, regulations, and guidance related to the diverse portfolio of course content areas to educate and update SCI Members through the Learning Platform.

- a) **Content & Services.** SUNY SCI compliance training topics may include but are not limited to: general student conduct practice; Title IX; Clery Act; FERPA; ADA; VAWA; and other related laws, regulations, and policies, as determined by SUNY in its sole discretion. Content and services offered by SUNY SCI to authorized Learners through the Learning Platform are subject to change, in whole or in part, at any time (and from time to time) without prior notice. Trainings offered in the Learning Platform pursuant to this Agreement are designed for authorized Learners, and do not include any additional Learners or additional tiers and/or categories of Learners that may be established by SUNY SCI pursuant to this Agreement. Authorized Learners may, at their option, utilize Live@Distance and on-demand compliance trainings available through the Learning Platform to complete all SUNY SCI topical requirements for a SCI-issued subject matter-specific certificate of completion ("SCI Certificate"), or pursue an alternative training strategy utilizing the Learning Platform to address separate compliance requirements of the specific SCI Member or local regulator (for which no SCI Certificate is issued).
- b) **No Endorsements; Disclaimer of Warranties**
  - i) Any references in SUNY SCI trainings and/or resources to specific vendors and/or products are for informational and educational purposes only, and are intended to be examples that may be used by an academic institution or its respective campus community members for learning purposes. Such information does not represent any investment or financial relationship with any entity, product, service, and/or any other endorsement of such for any specific business or other purpose.
  - ii) The U.S. Department of Education (hereinafter "the ED") does not grant official approval of Title IX or any other conduct-related training programs and/or resources. Nothing in this Agreement, the SUNY SCI's website, Learning Platform content or any related resources and/or communications shall be construed as a representation that any SUNY SCI trainings and/or resources are approved by the ED.



## SUNY SCI Membership Agreement

- iii) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ACCESS TO THE LEARNING PLATFORM AND ANY SUNY SCI CONTENT (AS DEFINED IN THIS AGREEMENT) IS PROVIDED AND LICENSED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF QUALITY, MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, AND SUCH IMPLIED WARRANTIES, AND ANY OTHER WARRANTIES, REPRESENTATIONS, CONDITIONS AND TERMS (WHETHER IMPLIED BY STATUTE, COMMON LAW, COURSE OF DEALING, TRADE USAGE OR OTHERWISE) ARE HEREBY EXCLUDED AND DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. SUNY, ITS OFFICERS, EMPLOYEES AND CONTRACTORS MAKE NO WARRANTY THAT THE LEARNING PLATFORM OR SUNY SCI CONTENT (AS DEFINED IN THIS AGREEMENT) PROVIDED AND LICENSED HEREIN: (A) WILL MEET SCI MEMBER’S REQUIREMENTS; (B) WILL BE UNINTERRUPTED OR ERROR FREE; OR (C) WILL COMPLY WITH LEGAL AND REGULATORY REQUIREMENTS OF THE JURISDICTION WHERE SCI MEMBER IS LOCATED.
- c) **Not Legal Advice.** The Parties expressly agree that nothing in the Learning Platform or associated content shall constitute or be construed as legal advice, nor create an attorney-client relationship with the SCI Member or any of its officers, employees, and/or authorized Learners. The Learning Platform and all associated content are for educational, training and compliance record-keeping purposes only. In the event that an SCI Member, or any of its officers, employees and/or authorized Learners, should have any legal questions or require any legal advice, the Parties expressly agree that such questions and requests shall be directed by the SCI Member or any of its officers, employees and/or authorized Learners to counsel of their choice, and not to SUNY, or any of its officers, employees and/or contractors.

### 5. Member Benefits, Rights and Responsibilities

- a) **Learning Platform Access.** Authorized Learners shall have full access to the Learning Platform unless otherwise specified on the Learning Platform as a restricted special offering. SUNY SCI may, at its sole discretion, offer special live trainings, on-demand course offerings, and/or other resources for all and/or designated SCI Members in Good Standing based on criteria including but not limited to, campus, geographic location, etc. Any additional fees, credits available toward certificate completion, and/or other related considerations associated with such trainings and/or resources will be published in advance of the offering or event, as applicable. Any such access authorized pursuant to this Agreement shall be subject to compliance with all requirements in **Appendix 2 Acceptable Use Requirements for the SUNY SCI Learning Platform**, annexed hereto (as updated by SUNY SCI at any time (and from time to time) in its sole discretion).



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- b) **Training Requirements.** Certain federal and state laws require that covered entities and individuals be trained in accordance with expressed timeline (e.g., at least one-time, or annually). Training content shall be made available to authorized Learners through the Learning Platform which shall include both the Live@Distance and on-demand trainings, as applicable. All authorized Learners are responsible for tracking and maintaining records of their own progress toward any training requirements established by: (i) SUNY SCI to receive a SCI Certificate; (ii) federal and/or New York State law; or (iii) their respective academic institutions, or state or local regulators outside of New York State (provided, however, that SCI Member shall be solely responsible for determining whether the training available on the Learning Platform meets the institutional and legal requirements of their local jurisdiction).
- c) **Course Completion Certification.** The requirements necessary to earn a SCI Certificate are determined by SUNY SCI in its sole discretion, and may be changed at any time (and from time to time) without prior notice. Authorized Learners will be able to view and print records of their completed trainings via the Learning Platform within the Academic Year in which they are earned. SUNY SCI shall maintain a record of the trainings completed by Learners in accordance with SUNY, New York State, and federal document retention requirements, for the required time period as measured from the date of training completion. SUNY SCI may update its document retention practices in alignment with SUNY, NYS, and/or federal requirements, and will provide an update to Campus Leads accordingly. Requests for records of SUNY SCI training completed in prior years which the Learner is unable to independently retrieve from the Learning Platform shall be submitted to SUNY SCI in writing.

### 6. SUNY SCI Membership Fees & Payment Requirements

- a) **SUNY SCI Membership Fees.** All Membership Fees are calculated per Institutional Member in accordance with **Appendix A SUNY SCI Membership Fee Schedule**, attached hereto and made a part hereof. The Membership Fees set forth in Appendix A may be modified by SUNY at any time (and from time to time) in its sole discretion, including, without limitation, to address additional authorized Learners, or additional tiers and/or categories of Learners pursuant to the terms of this Agreement. Each Institutional Member is considered separately, even those associated with a System Membership, for billing purposes. Memberships Fees shall be invoiced by SUNY SCI annually. SUNY SCI reserves the right to consider and approve SUNY SCI Member requests for special payment plans, including multi-year pre-payment options, at its sole discretion on a case-by-case basis.
- b) **Payment Timelines.** Subject to full execution of this Agreement, the SCI Member shall pay the required Membership Fee within 30 days of receipt of a SUNY SCI invoice, in accordance with the Fee Schedule.



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- c) **Membership Fee Discounts.** SUNY SCI may offer, at its sole discretion, Membership Discounts toward the current annual Membership Fees established per Academic Year based on varying criteria, including but not limited to system membership discounts, etc. Membership Fees shall otherwise be assessed at the Individual Institutional Member rate in accordance with the provisions of this Agreement. SUNY has the sole discretion and authority to determine and offer the types, eligibility criteria, and terms of any discounts offered. Discounts will not to be combined unless otherwise stated and agreed upon in writing. Discounts may vary in value and/or be discontinued at any time and without prior notice.
- d) **Form of Payment.** Payment shall be made in United States dollars via check, electronic transfer, or credit card. Membership Fees must be paid in full to remain a member in Good Standing. SCI Members in Good Standing shall maintain access to the Learning Platform and be listed on the SUNY SCI website.
- e) **Limited/Partial Use - No Refund Policy.** SUNY SCI does not offer partial or pro-rated year memberships. Unless expressly agreed to by the Parties in writing, Membership Fees are non-refundable. Any failure of authorized Learners to access and/or utilize the Learning Platform shall not diminish or void any provisions within this Agreement, including but not limited to any payment of Membership Fees.

### 7. Binding Agreement; Suspension and Termination

- a. SCI Member has full right and authority to enter into this Agreement. The person executing this Agreement on behalf of SCI Member represents and warrants that the execution and performance of this Agreement has been duly authorized by all necessary corporate and/or governmental action, and this Agreement constitutes the valid and binding obligation of SCI Member, enforceable against SCI Member, or any of its officers, employees and/or authorized Learners in accordance with its terms and conditions.
- b. SCI Member shall be fully responsible for the administration, integration, coordination, direction, and supervision of this Agreement, including but not limited to Institutional Member(s) and authorized Learners directly accessing the Learning Platform and services and benefits offered, and ensuring that all officers and employees of SCI Member, and/or Learners authorized by SCI Member, are aware of their obligations hereunder (including without limitation all **Appendix 2 Acceptable Use Requirements for the SUNY SCI Learning Platform** annexed hereto).



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- c. In addition to all other remedies available under this Agreement or at law (which SUNY SCI does not waive by the exercise of any rights hereunder), this Agreement may be terminated or suspended by SUNY SCI for any of the following reasons:
- i) The Agreement may be terminated in the event of breach of any of its provisions by the SCI Member, its officers, employees and/or authorized Learners. In such event, SUNY SCI will send a written cure notice in accordance with the Notice provisions of the Agreement, and SCI Member shall have 30 days to correct the deficiencies noted. If the deficiencies are not corrected, SUNY SCI may terminate this Agreement immediately upon written notice to SCI Member.
  - ii) Notwithstanding the foregoing, SUNY SCI shall have the right in its sole discretion to immediately suspend without such prior written notice an SCI Member's Good Standing and access to the Learning Platform by SCI Member and its authorized Learners if: (A) SCI Member fails to pay the Membership Fee(s) in full by the due date specified hereunder; or (b) SCI Member or any of its authorized Learners fails to comply with the terms and conditions of this Agreement.
  - iii) Any exceptions to the foregoing must be in accordance with a provision of this Agreement or established by SUNY SCI in writing at its sole discretion. Further action may also be taken in accordance with the dispute resolution provisions in Section 11 of this Agreement.

### 8. Non-Renewal, Cancellations, and Withdrawals

- a) **Non-Renewal.** If at the end of the Term of this Agreement, an existing SCI Member (i) does not timely request a new agreement with SUNY SCI, or (ii) fails to exercise any renewal option by the required deadline utilizing the **Appendix B SUNY SCI Membership Renewal Request – Opt-In Form (see Section 3(b) hereof)**, this Agreement (including access to and use of the Learning Platform) shall terminate upon the end date expressed herein. Unless otherwise agreed to by the Parties in writing, authorized Learners will lose membership status and the SCI Member will no longer be deemed as being in “active/current status” or Good Standing. Learners will no longer have access to any aspects of the Learning Platform but may still obtain access to their record(s) from prior year(s) courses by submitting a written request to SUNY SCI staff.
- b) **Cancellation or Withdrawal.** In the event that a SUNY SCI Member elects to cancel or withdraw from this Agreement, no partial or pro-rated refund of any Membership Fee(s) paid shall be made by SUNY SCI. Any exceptions must be established by SUNY SCI in writing at its sole discretion.



## SUNY SCI Membership Agreement

### 9. Intellectual Property

- a) **SUNY SCI Content & Resources.** In connection with this Agreement, SUNY, its employees, agents, or representatives may disclose practices, materials, data, and resources that are the intellectual property of SUNY, including but not limited to the SUNY SCI website, the Learning Platform, and any associated content, course materials and other resources available thereon or made available pursuant to this Agreement (collectively, “SUNY SCI Content”). All SUNY SCI Content created by SUNY System employees, including members of SUNY SCI for the benefit of the Learning Platform, is Copyright © The State University of New York. All rights reserved.

SCI Member expressly agrees that all right, title and interest in the SUNY SCI Content is the intellectual property of SUNY and shall remain the exclusive property of SUNY; and that SCI Member and/or its authorized Learners shall, in a manner consistent with this Agreement, have a limited, non-exclusive license to access and use the SUNY SCI Content authorized pursuant to this Agreement solely for educational, training and compliance record-keeping purposes. Any and all use by SCI Member, or any of its officers, employees, and/or authorized Learners, of SUNY intellectual property or the SUNY SCI Content shall be in accordance with the terms and conditions set forth in **Appendix 2 Acceptable Use Requirements for the SUNY SCI Learning Platform**, attached hereto and made a part hereof, which SUNY SCI may update at any time (and from time to time) in its sole discretion.

This Agreement does not provide SCI Member, its officers, employees and/or authorized Learners any rights, express, implied, or otherwise, to SUNY intellectual property or the SUNY SCI Content. The name the State University of New York, SUNY, Student Conduct Institute, and the Student Conduct Institute logo and derivative marks are trademarks of The State University of New York and may not be used or duplicated without the express prior written consent of the SUNY.

- b) **SUNY SCI Member Recognition & Logos.** By signing this Agreement, all SUNY SCI Members consent the use of their institutional names and/or logos on the SUNY SCI’s webpage and/or in marketing materials including social media for the sole purpose of conveying their current institutional members, and SCI Member approves a limited, non-exclusive license for such purposes.

### 10. Compliance With Law

All SCI Members shall comply with all applicable laws, rules, orders, regulations, and requirements of Federal, State and Municipal governments, including the provisions of **Exhibit A SUNY Standard Contract Clauses** attached hereto and made a part of this Agreement.



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### **11. Dispute Resolution**

At the option of SUNY, the Parties to this Agreement shall use good faith efforts to amicably resolve any dispute arising under this Agreement. If the Parties are unable to amicably resolve the dispute within thirty (30) days, then either Party may seek legal or equitable redress if available and awarded by a court of competent jurisdiction.

### **12. Governing Law**

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of New York, excluding New York's choice of law principles, in a court of competent jurisdiction of the State of New York. All parties associated with this Agreement must submit to such court's jurisdiction.

### **13. Relationship Between Parties**

The relationship of SUNY and any SCI Member and/or authorized Learner associated with or arising out of this Agreement shall be that of independent contractor. This Agreement shall not give rise to any claim or assertion that any SCI Member(s), their officer(s), employee(s) and/or authorized Learner(s) have any form of employment relationship with SUNY or that SUNY or any of its staff or authorized contractors have an employment relationship with such parties.

### **14. Waiver**

No provision of this Agreement may be waived except by mutual written consent of the Parties hereto. No failure on the part of any Party to exercise, and no delay in exercising, any right, power, or remedy will preclude any other or future exercise of any right, power, or remedy. No express waiver of or assent by any Party to any breach or default by the other Party shall constitute a waiver of or assent to any succeeding breach or default.

### **15. Severability and Enforceability**

If any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, such illegality or invalidity shall not affect the remaining portions or provisions of this Agreement, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid, unless it prevents accomplishment of the objectives and purposes of the Agreement.



## SUNY SCI Membership Agreement

### 16. Liability and Indemnification

Neither SUNY nor SUNY SCI shall have any liability to any SCI Member, or their officers, employees and/or authorized Learners, for any act or omission relating to this Agreement. SCI Member agrees to defend and indemnify The State of New York, The State University of New York, and the SUNY SCI from any third-party actions arising from the acts or omissions of Institutional Member/System Member's staff, including authorized Learners, acting within the course and scope of their employment or otherwise.

### 17. Notice

Any notice to Parties hereunder must be in writing, signed by the Party giving it and shall be served either personally or by certified mail, return receipt requested, or by nationally recognized overnight courier service, with delivery receipt, addressed as follows:

TO SUNY SCI:

STATE UNIVERSITY OF NEW YORK  
SUNY Student Conduct Institute  
ATTN: Director – Student Conduct Institute  
H. Carl McCall Building  
353 Broadway  
Albany, New York 12246

TO INSTITUTIONAL MEMBER/SYSTEM MEMBER:

XXX  
ATTN: XX  
XXX  
XXX

Either Party may change its address to which said notice shall be delivered by giving written notice of such change to the other Party as provided herein. All notices become effective only when received by the addressee.

### 18. Exhibits, Merger, Integration, and Precedence

This Agreement includes the following exhibits and appendices, attached hereto and incorporated herein by reference:

- a) Exhibit A, SUNY Standard Contract Clauses (June 21, 2023);
- b) Appendix 1, SUNY SCI System Member;
- c) Appendix 2, Acceptable Use Requirements for the SUNY SCI Learning Platform;
- d) Appendix A, SUNY SCI Membership Fee Schedule; and



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e) Appendix B, SUNY SCI Membership Renewal Request – Opt-In Form.

In the event of any inconsistency in or conflict between any exhibit/appendix and this Agreement, such inconsistency or conflict shall be resolved by giving precedence Exhibit A, followed by the Agreement, Appendix 1, Appendix 2, Appendix A and Appendix B.

This Agreement constitutes the entire agreement of the Parties and all previous communications between the Parties, whether written or oral, with reference to the subject matter of this Agreement are hereby superseded. The Agreement shall be binding upon the Effective Date set forth herein. Except as expressly provided in this Agreement, this Agreement may be amended only upon the mutual written consent of the Parties hereto.

### **19. Amendments**

SUNY has the exclusive right to amend this Agreement as set forth herein. Thus, this Agreement may be amended on occasion. Non-material changes to this Agreement will be posted to the SUNY SCI website. Material changes will be delivered electronically to the designated Campus Lead. The Notice provision in Section 17 of this Agreement shall be inapplicable to either form of notice.

### **20. Counterparts**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all such counterparts taken together shall constitute one and the same agreement. Signatures delivered by email or facsimile shall be effective.

[Signature page follows.]



**SUNY SCI Membership Agreement**

IN WITNESS WHEREOF, the Parties hereby execute this Agreement by their respective authorized signatories as of the last date signed below.

**System or Institutional Member:**

\_\_\_\_\_

System or Institution Representative Name and Title	Date
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**STATE UNIVERSITY OF NEW YORK  
SUNY System Administration  
Student Conduct Institute**

\_\_\_\_\_

State University of New York Representative Name and Title	Date
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**SUNY SCI Membership Agreement**

**APPENDIX 1**

**SYSTEM MEMBER**

Please review and check applicable box, and complete listing if System Member:

- SCI Member is an Institutional Member (only) and not a System Member.
- SCI Member is a System Member consisting of the following Institutional Members (minimum of three (3) Institutional Members):

INSTITUTIONAL MEMBER NAME	INSTITUTIONAL MEMBER ADDRESS



## **SUNY SCI Membership Agreement**

### **APPENDIX 2**

#### **Acceptable Use Requirements for the SUNY SCI Learning Platform**

Any access and use by SCI Member(s) and/or authorized Learner(s) of the SUNY SCI website, Learning Platform, and any associated content and course materials (collectively, the “SUNY SCI Content”) is expressly subject to compliance with the terms and conditions of the Agreement between SCI Member and SUNY, including but not limited to the Acceptable Use Requirements set forth in this Appendix 2 (as may be amended at any time and from time to time by SUNY at its sole discretion). By accessing and using SUNY SCI Content in any of its forms, SCI Member(s) and/or authorized Learner(s) expressly agree to be bound by the terms and conditions of the Agreement and these Acceptable Use Requirements.

#### **NO LEGAL ADVICE**

**Nothing in the SUNY SCI Content shall constitute or be construed as legal advice, nor create any attorney-client or attorney-attorney relationship between SUNY/SUNY SCI, its officers, employees and/or contractors and SCI Member(s), or any of their officers, employees and/or authorized Learner(s). All SUNY SCI Content is for educational, training and compliance record-keeping purposes only. In the event that an SCI Member or any of its officers, employees and/or authorized Learner(s) should have any legal questions or require any legal advice, such questions and/or requests shall be directed to counsel of their choosing and not SUNY/SUNY SCI, its officers, employees and/or contractors.**

#### **License to Use SUNY SCI Content**

Subject to SCI Member being a member in Good Standing, and provided each authorized Learner complies with all obligations under this Agreement (including but not limited to these Acceptable Use Requirements), SUNY SCI Member(s) and/or their authorized Learner(s) shall have a limited, non-exclusive license to access and use the Learning Platform and SUNY SCI Content solely for educational, training and compliance record-keeping purposes as provided in the Agreement and this Appendix 2.

Except as otherwise provided in the Agreement: (a) such license shall be revocable, and shall not be not be transferrable or sublicensable without the prior written consent of SUNY SCI; and (b) no part of the SUNY SCI Content may be copied, recorded, reproduced, uploaded, distributed, posted, sold or resold, broadcast or rebroadcast in any way to or through any technology or other medium for publication, distribution, training, retraining or any form of commercial use without the prior written consent of SUNY SCI.



## **SUNY SCI Membership Agreement**

Any use of the SUNY SCI Content by SCI Member(s) or their officers, employees, and/or authorized Learner(s) in excess of the terms and conditions of the aforementioned license shall constitute a violation of the Agreement, and may, in the sole discretion of SUNY SCI, result in the suspension or termination of an SCI Member's Good Standing and/or the license for authorized Learner(s) to access the Learning Platform and/or use the SUNY SCI Content for the purposes authorized in this Agreement.

### **Intellectual Property Rights**

1. SCI Member(s), and their officers, employees, and/or authorized Learner(s), expressly acknowledge and agree that all SUNY SCI Content made available through the Learning Platform is (a) owned by, or licensed to, SUNY and/or SUNY SCI, (b) protected by applicable copyright, trademark and other intellectual property laws, (c) may not be made available to unauthorized individuals or parties and shall be kept confidential to the maximum extent permitted by law, and (d) may only be accessed and used in accordance with the license granted in this Agreement.
2. In a manner consistent with this Agreement, all rights to such intellectual property are expressly reserved to SUNY and/or SUNY SCI, or licensors of SUNY and/or SUNY SCI.
3. Authorized Learner(s) shall be authorized to retain a PDF and/or print copy of the SUNY SCI training materials solely for individual educational, training and compliance record-keeping purposes (and no other purposes).
4. To the extent required by applicable law, SCI Member(s) shall be authorized to retain a PDF and/or print copy of the SUNY SCI training materials solely for compliance record-keeping purposes (and no other purposes).

### **Information Submitted by SCI Members and Learners**

Information submitted and comments made by SCI Member(s), their officers, employees and/or authorized Learner(s) at any time may be subject to public disclosure under the provisions of the New York State Freedom of Information Law ("FOIL") (Public Officers Law Article 6).

At no time shall SCI Member(s), or their officers, employees, and/or authorized Learner(s), share information or comments that:

1. Are protected by the attorney-client and/or attorney-attorney privilege, the attorney work product doctrine, or similar legal confidentiality applicable to the SCI Member(s);
2. SCI Member(s), or their officers, employees, and/or authorized Learner(s), are restricted from making public by applicable law or contract;



### **SUNY SCI Membership Agreement**

3. Unlawfully harass or discriminate against others on the basis of age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the New York State Human Rights Law, other applicable federal or international laws, rules, regulations or policies, or the laws of any other State applicable to the SCI Member(s);
4. Are violative of personal privacy rights or equivalent rights protected under applicable local, state, federal or international laws, rules, regulations or policies, including, by way of example and not limitation, personal information protected by the New York State Personal Privacy Protection Law (Public Officers Law Article 6-A), the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) (“FERPA”) and its implementing regulations at 34 C.F.R. Part 99, and personal health information protected by the Health Insurance Portability and Accountability Act (“HIPAA”) and its implementing regulations at 45 C.F.R. Parts 160 and 164;
5. Violates or infringes upon the intellectual property rights of SUNY, SUNY SCI or any other third party; or
6. Violates any other applicable local, state, federal or international laws, rules, regulations, or policies.

### **Educational Purposes of the Learning Platform and SUNY SCI Content**

The Learning Platform and SUNY SCI Content are designed and licensed solely for educational, training and compliance record-keeping purposes and the following are not allowed:

1. Any conduct or use of the Learning Platform and/or SUNY SCI Content which violates the Agreement of these Acceptable Use Requirements;
2. Any conduct or use of the Learning Platform and/or SUNY SCI Content which violates any applicable local, state, federal or international laws, rules, regulations, or policies;
3. Artificial Intelligence (“AI”) or Machine Learning (“MI”) tools, including but not limited to AI/MI-based note takers or other forms of generative technologies;
4. Solicitations, advertising, or other inappropriate use of the Learning Platform and/or SUNY SCI Content, as determined by SUNY SCI in its sole discretion; or
5. Any disruptive conduct or behavior which, in the sole discretion of SUNY SCI, negatively impacts SUNY SCI presentations and/or the ability of authorized Learner(s) to engage in and complete training coursework.



**SUNY SCI Membership Agreement**

**APPENDIX A**

<b>SUNY SCI Membership Fee Schedule</b>	
<b>SCI Membership Options</b>	<b>Membership Fee</b>
Option 1: One Academic Year (may be renewed for up to two (2) Academic Year Renewal Terms)	\$6,250.00 per Institutional Member
Option 2a: Two Academic Years, no renewal	\$12,500.00 per Institutional Member, lump sum payment at Effective Date
Option 2b: Three Academic Years, no renewal	\$18,750.00 per Institutional Member, lump sum payment at Effective Date

<b>2025-2026 Membership Discounts</b>	
*Only one discount may be applied per membership contract unless otherwise stated	
<b>Consortium Discount</b>	\$500.00 discount per year for each Institutional Member belonging to a recognized consortium which registers with SUNY SCI and maintains at least five (5) or more Member Institutions in Good Standing at the beginning of each Academic Year. Documentation such as a federal tax ID may be required for verification of a consortium.
<b>System Discount*</b> *All System Memberships include one free system office membership.	\$750 discount per year for a System Member which registers and maintains at least three (3) or more Institutional Members in association with this Agreement per Academic Year. Payment must be made by single check.



**SUNY SCI Membership Agreement**

**APPENDIX B**

**SUNY SCI Membership Renewal Request– Opt-in Form**

In accordance with the SUNY SCI Membership Agreement, between SUNY SCI Member, [SYSTEM/ INSTITUTION NAME] (hereinafter “SUNY SCI Member”) and the State University of New York, (“SUNY”) dated [MONTH/DAY/YEAR], the Parties agree to renew the current Agreement for Learning Platform services for one (1) additional year beginning [July 1, 20XX] through [June 30, 20XX]. Payment of the updated Membership Fee shall be due within thirty (30) days of receipt of a SUNY SCI invoice.

**System/Institution Name:** \_\_\_\_\_

**System/Institution Address:** \_\_\_\_\_

**Name of Institution Signatory:** \_\_\_\_\_

**Signature of Institution Signatory:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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**For Billing Purposes Only:**

Billing Contact Name: \_\_\_\_\_

Billing Contact Email: \_\_\_\_\_



**SUNY SCI Membership Agreement**

**EXHIBIT A**

**SUNY STANDARD CONTRACT CLAUSES**

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State or State University of New York, whether a Contractor, licensor, licensee, lessor, lessee or any other party; the State University of New York shall hereinafter be referred to as "SUNY"):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. **PROHIBITION AGAINST ASSIGNMENT.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of SUNY and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. SUNY retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with SUNY. The Contractor may, however, assign its right to receive payments without SUNY's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. **COMPTROLLER'S APPROVAL.** (a) In accordance with Section 112 of the State Finance Law, the State Comptroller's approval is required for the following contracts: (i) goods, services, construction, and construction-related services for State University hospital or healthcare facilities which exceed \$150,000; (ii) purchases utilizing an Office of General Services (OGS) centralized contract which exceed \$200,000; and (iii) goods, services, construction, and construction-related services not described in (i) or (ii) and which exceed \$75,000.

(b) If this contract exceeds the threshold amounts listed above in Paragraph 3(a), or, if this is an amendment for any amount to a contract which, as so amended, exceeds said threshold amounts, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State, and the State shall bear no liability, until it has been approved by the State Comptroller and filed in his or her office.

4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation

6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State- approved sums due and owing for work done upon the project.

7. **NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of competitive bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to SUNY a non-collusive bidding certification on Contractor's behalf.

8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 *et seq.*) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. **SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by SUNY, its representatives, or the State Comptroller.

10. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as SUNY and any other agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. SUNY shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate SUNY official, in writing, that said Records should not be disclosed; and (ii) said Records shall be sufficiently identified; and (iii) designation of said Records as exempt under the Statute is reasonable. Nothing contained herein shall diminish or in any way adversely affect, SUNY's or the State's right to discovery in any pending or future litigation.

11. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.**

(a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to SUNY by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to SUNY or the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of SUNY contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. **EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.**

In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this

contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its workforce on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at SUNY's request, Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a," "b," and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or sub-contractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. SUNY shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, SUNY shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

**13. CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Exhibit A, the terms of this Exhibit A shall control.

**14. GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

**15. LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

**16. NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York.

**17. SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

**18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165 (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with the approval of the State, otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

**19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

**20. OMNIBUS PROCUREMENT ACT OF 1992.**

It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development  
Division for Small Business and Technology Development  
625 Broadway  
Albany, NY 12245  
Telephone: 518-292-5100

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development  
Division of Minority and Women's Business Development  
633 Third Avenue 33<sup>rd</sup> Floor  
New York, NY 10017  
646-846-7364  
email: [mwbebusinessdev@esd.ny.gov](mailto:mwbebusinessdev@esd.ny.gov)  
<https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to SUNY;

(b) The Contractor has complied with the Federal Equal Employment Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

**21. RECIPROCITY AND SANCTIONS PROVISIONS.** Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act of 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5))

require that they be denied contracts which they would otherwise obtain.  
NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

**22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa, § 899-bb, and State Technology Law § 208).

**23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.** If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental health and mental health services, accounting, auditing, paralegal, legal or similar services, then in accordance with Section 163(4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to SUNY, the Department of Civil Service and the State Comptroller.

**24. PURCHASES OF APPAREL AND SPORTS EQUIPMENT.** In accordance with State Finance Law Section 165(7), SUNY may determine that a bidder on a contract for the purchase of apparel or sports equipment is not a responsible bidder as defined in State Finance Law Section 163 based on (a) the labor standards applicable to the manufacture of the apparel or sports equipment, including employee compensation, working conditions, employee rights to form unions and the use of child labor; or (b) bidder's failure to provide information sufficient for SUNY to determine the labor conditions applicable to the manufacture of the apparel or sports equipment.

**25. PROCUREMENT LOBBYING.** To the extent this contract is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this contract the Contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the contract by providing written notification to the Contractor in accordance with the terms of the contract.

**26. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.** To the extent this contract is a contract as defined by Tax Law § 5-a, if the Contractor fails to make the certification required by Tax Law § 5-a or if

during the term of the contract, the Department of Taxation and Finance or SUNY discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the contract, if SUNY determines that such action is in the best interests of the State.

**27. IRAN DIVESTMENT ACT.** By entering into this contract, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <https://ogs.ny.gov/iran-divestment-act-2012>.

Contractor further certifies that it will not utilize on this contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this contract, it must provide the same certification at the time the contract is renewed or extended. Contractor also agrees that any proposed Assignee of this contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the contract, should SUNY receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, SUNY will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then SUNY shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

SUNY reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

**28. ADMISSIBILITY OF REPRODUCTION OF CONTRACT.** Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

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**THE FOLLOWING PROVISIONS SHALL APPLY ONLY TO THOSE CONTRACTS TO WHICH A HOSPITAL OR OTHER HEALTH SERVICE FACILITY IS A PARTY**

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29. Notwithstanding any other provision in this contract, the hospital or other health service facility remains responsible for insuring that any service provided pursuant to this contract complies with all pertinent provisions of Federal, state and local statutes, rules and regulations. In the foregoing sentence, the word "service" shall be construed to refer to the health care service rendered by the hospital or other health service facility.

30. (a) In accordance with the 1980 Omnibus Reconciliation Act (Public Law 96-499), Contractor hereby agrees that until the expiration of four years after the furnishing of services under this agreement, Contractor shall make available upon written request to the Secretary of Health and Human Services, or upon request, to the Comptroller General of the United States or any of their duly authorized representatives, copies of this contract, books, documents and records of the Contractor that are necessary to certify the nature and extent of the costs hereunder.

(b) If Contractor carries out any of the duties of the contract hereunder, through a subcontract having a value or cost of \$10,000 or more over a twelve-month period, such subcontract shall contain a clause to the effect that, until the expiration of four years after the furnishing of such services pursuant to such subcontract, the subcontractor shall make available upon written request to the Secretary of Health and Human Services or upon request to the Comptroller General of the United States, or any of their duly authorized representatives, copies of the subcontract and books, documents and records of the subcontract that are necessary to verify the nature and extent of the costs of such subcontract.

(c) The provisions of this section shall apply only to such contracts as are within the definition established by the Health Care Financing Administration, as may be amended or modified from time to time.

31. Hospital Retained Authority: Hospital Retained Authority: The Hospital retains direct, independent authority over the appointment and/or dismissal, in its sole discretion, of the facility's management level employees (including but not limited to, the Facility/Service Administrator/Director, the Medical Director, the Director of Nursing, the Chief Executive Officer, the Chief Financial Officer and the Chief Operating Officer) and all licensed or certified health care staff. The Hospital retains the right to adopt and approve, at its sole discretion, the facility's operating and capital budgets. The Hospital retains independent control over and physical possession of the facility's books and records. The Hospital retains independent control over and physical possession of the facility's operating policies and procedures. The Hospital retains full authority and responsibility for, and control over, the operations and management of the facility. The Hospital retains the right and authority to independently adopt, approve and enforce, in its sole discretion, policies affecting the facility's delivery of health care services. The Hospital retains the right to independently adopt, approve and enforce, at its sole discretion, the disposition of assets and authority to incur debts. The Hospital retains the right to approve, at its sole discretion, contracts for administrative services, management and/or clinical services. The Hospital retains the right to approve, at its sole discretion, any facility debt. The Hospital retains the right to approve, at its sole discretion, settlements of administrative proceeding or litigation to which the facility is a party. No powers specifically reserved to the Hospital may be delegated to, or shared by, the Contractor or any other person. In addition, if there is any disagreement between the parties to this Agreement regarding control between the Hospital and the Contractor, the terms of this Section shall control.