**State University of New York at Stony Brook**

**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, by and on behalf of the State University of New York at Stony Brook, having its principal place of business at Administration Building, Stony Brook, New York 11794-\_\_\_\_ (hereinafter referred to as “University ” and [Permittee name] a[corporation]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 University property, for the duration of which the responsibility for custody, control and supervision of children is vested in Permittee; and

**WHEREAS**, the parties desire to enter into an agreement whereby University will make such facilities available to the Permittee for the Covered Activity, the parties agree as follows:

1. 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
2. The term of this Permit shall commence on \_\_\_\_\_\_ and shall continue through \_\_\_\_\_\_. Permit may be renewed thereafter upon mutual written agreement for a term not to exceed one (1) year. Permittee shall notify the University of its desire to renew at least sixty (60) days prior to expiration of this Agreement. Permittee may not assign or otherwise transfer all or any part of its interest in this Permit or the Premises to any third party without University’s prior written consent.
3. The University may revoke this Permit at any time without cause on sixty (60) days’ written notice; this Permit may be terminated by either party upon six (6) months’ written notice. The University may revoke this Permit immediately for serious or continuing violations of its provisions, University policy or procedure or state, federal or local law, or if Permittee fails to remedy any violation within fifteen (15) days after notice as provided herein. The University may relocate or revise the access provided by this Permit should it determine that such revision or relocation is in its best interests.
4. University 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 University to Permittee hereunder.
5. Permittee specifically agrees to pay all costs as per Exhibit B. Permitee shall be held responsible for and liable to the University for payment of any and all costs incurred by the University to restore the premises in good order and condition, including any pre- or post‑event expenses incurred by the University to remove signage installed in non‑approved locations. Payment is due the University within thirty (30) days from Permittee’s receipt of billing invoice.
6. The Permittee shall take good care of the premises, fixtures and appurtenances to preserve the premises in good order and condition. Permittee’s activities shall not infringe on, delay, or conflict with the normal operations of the University. All operations of Permittee shall be in accordance with University Policy 517: the Facilities Use Guidelines.
7. 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 University 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.
8. 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 University 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.
9. The Permittee specifically agrees that this permit does not create the relationship of landlord and tenant between University and the Permittee regarding the use of the State controlled property to which this permit relates.
10. 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 University.
11. 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***.
12. 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 University.
13. Neither party may use the name, trademark or logo of the other without prior written permission. The mention of University in promotional materials generated by Permittee, other than an address, shall be submitted to University’s Office of Communications for approval prior to dissemination, which approval shall not be unreasonably withheld.
14. 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, University shall hold Permittee harmless from and indemnify it for any final judgment of a court a 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.
15. No later than one (1) week prior to the effective date of this Permit, Permittee shall provide University with the insurance coverage listed below, naming the State University of New York and State University of New York at Stony Brook, as an additional insured covering property damage, personal injury or death arising out of the use of University facilities. Permittee agrees to provide notice to University of any cancellation of such policies, renewal policies, or new policies. A Certificate of Insurance must be provided and must be accompanied by a completed Certification by Insurance Broker form. Such insurance shall remain in effect throughout the term of this Permit.
16. General umbrella Liability insurance two million dollars ($2,000,000) each occurrence and two million dollars ($2,000,000) in the aggregate;
17. New York State Workers’ Compensation and disability insurance 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; and
18. 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.
19. 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 University 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.
20. 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.
	1. 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.

* 1. 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.

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

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

5 years and younger: 1 staff for each 6 children;

 6-8 years: 1 staff for each 8 children;

 9-14 years: 1 staff for each 10 children;

 15-16 years: 1 staff for each 12 children.

(b) 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;

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

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

1. 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.
2. 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 C***. 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.
3. The Permittee specifically agrees that if this permit is cancelled or terminated for any reason, the Permittee shall have no claim against University, 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.
4. 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 University:

Mark Woodruff
 Director of University Revocable Permit Program

221 Administration Building

SUNY at Stony Brook

Stony Brook, New York 11794-1002

Copy to:

To Permittee:

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

1. 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:

(a) Exhibit A, State University of New York Standard Contract Clauses

(b) This Agreement

(c) Exhibit B, Description of Space, Facilities and Fees

(d) Exhibit C, Permittee Acknowledgement of SUNY Child Protection Policies

1. 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.

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

STATE UNIVERSITY OF NEW YORK Permittee Info

AT STONY BROOK

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Lyle Gomes (Permittee)

Vice President for Finance and Chief

Budget Officer

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

STATE UNIVERSITY OF NEW YORK

AT STONY BROOK

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Joseph Loughren

Director of Financial Services for Facilities

and Administration

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

 EXHIBIT A

State University of New York Standard Contract Clauses

**EXHIBIT B
Description of Spaces, Facilities and Fees**

Fees: Administrative overhead fee may/will be charged by SUNY Stony Brook at the current University administrative overhead rate in effect as determined by the University.

Check(s) should be made payable to SUNY Stony Brook, Account:

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

**EXHIBIT C**

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