

Conditions for the Occasional Use of University at Albany Facilities By Non-Commercial Entities

Revocable permits are issued for short-term use of University facilities by non-commercial organizations. State University guidelines generally prohibit the University from providing space to commercial organizations.

An applying organization must submit a completed Revocable Permit application. Organizations may be required to provide additional information concerning the proposed use of a University facility with their submission.

Requests for facility use are not to be considered approved until the organization has received a copy of the executed permit.

Event Checklist and Permit Application Instructions

	What do I need to do?	Notes
1.	Visit our Events Management page at http://uaems.albany.edu/virtualems/ to view spaces available to rent	
2.	Submit the following to the University Controller at least 30 days in advance of the event: <ul style="list-style-type: none"> • Signed and Notarized Revocable Permit application • \$50 processing fee (checks payable to University at Albany) • Insurance certificate (see below) 	A single application may be used for multiple dates for up to a year. However, a new application must be submitted when a certificate of insurance expires.
3.	Provide Workers Compensation and Disability Benefits and General Liability insurance covering the State of New York and the State University of New York in the event of personal injury or death arising out of the use of University facilities. Certificate Holder to be listed as: University at Albany, State University of New York, State of New York 1400 Washington Avenue Albany, NY 12222 If you are renting dorm rooms or using Liberty Terrace or Empire Commons conference rooms, the Dormitory Authority of the State of New York and Empire Commons Student Housing Inc. should also be listed on the certificate.	We strongly recommend that the insurance certificate accompany your application. If it must be sent separately by a third party, it is your responsibility to follow up to make sure it has been received, at least 30 days prior to the event. Insurance Requirements (a) Workers Compensation and Disability Benefits Coverage for the life of this Permit for the benefit of employees required to be covered by the New York State Workers Compensation Law and the New York State Disability Benefits Law. Evidence of coverage must be provided on forms specified by the Commissioner of the Workers Compensation Board. (b) General Liability Insurance with limits no less than One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate.
4.	A copy of your revocable permit will be e-mailed to you as soon as it is approved. After that, get in touch with your venue manager to plan event details.	Your venue manager will connect you with University service providers and identify all potential support services you will need for your event including parking, catering, security, tents, rentals, etc.

What do I need to do?		Notes
5.	Obtain approval from the University for any public advertisements you plan to release if you mention the University in any capacity other than as the event location. Use of any University marks or logos are prohibited without prior approval from the University at Albany Office of Communications and Marketing	Charitable or public benefit organizations may charge an admission fee or accept donations subject to State and Federal governing laws. Where admission fees are charged or donations accepted, the organization shall make it known in all publicity notices that the proceeds are for the benefit of the organization and not the University at Albany.
6.	Observe established campus regulations and policies during the event, including the University Food Policy , setup and takedown	All food and beverages must be provided by UAlbany Dining. Please visit https://ualbanydining.com/catering for information.
7.	Compensate the University for the amount specified (as determined by space and services requested in advance of the organization's use of the University's facility	Some venues require deposits prior to the event. You will be billed for the balance of facility rental, support services and any damages (if applicable) after the event.

Make sure to fill in all of the blue shaded fields on the application and permit, and **sign on page 6 of the permit as Official Representative of Permittee as well as on Exhibit D**. The pdf form is interactive, so all fields except for signature can be filled in electronically.

Completed Revocable Permit application, insurance certificate and \$50 application fee should be sent to:

University at Albany
Office of Facilities Management
1400 Washington Ave.
SBA
Albany, NY 12222

All revocable permits must be reviewed and approved by the University at Albany Associate Vice President for Enterprise Risk Management and Compliance. Revocable permits will only be considered if all accompanying documents, including the certificate of insurance are included. If you have not received a copy of the executed permit, you may not advertise for your event.

Please call Stacy Stern at (518) 442-3400, or sstern@albany.edu with any questions about the permitting process.

Thank you for your interest in the University at Albany

Office of Facilities Management

1400 Washington Avenue
SBA
Albany, NY 12222
PH: 518-442-3400 FX: 518-442-2614

This application is intended for use by non-University organizations requesting use of facilities at the University at Albany. Complete and return this application to the Office of Facilities Management. Approval of this application does not constitute a commitment for a specific space and services. The organization must subsequently make arrangements with the appropriate office(s).

Date(s) of Program _____ Expected Attendance _____

Time(s) of Program _____ Purpose of Event _____

Name of Organization _____

Exact Title of Event(s) – please be specific _____

Organization Type: For Profit Non Profit State/Government

Person Responsible for Arrangements Name _____ Title _____

Phone # _____ E-mail _____

Organization Address Street _____

City _____

State _____ Zip Code _____

Please visit our Events Management page at

<https://uaems.albany.edu/VirtualEms/>

for information on venues

Fill out the Revocable Permit and sign on page 6 and have application notarized

\$50 application fee must accompany all permit applications – checks payable to University at Albany

University at Albany, State University of New York

**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 University at Albany, State University of New York at, having its principal place of business at 1400 Washington Avenue, Albany NY 12222 (hereinafter referred to as “the University”) and

a commercial noncommercial organization having its principal place of business located at

hereinafter referred to as “the Permittee.” The Permittee and the University may be referred to collectively as “the Parties.”

WITNESSETH:

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 the University at Albany campus for the duration of which the responsibility for custody, control and supervision of children is vested in Permittee; and

WHEREAS, the University has such facilities; and

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

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

1. The 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 the University to Permittee hereunder.
2. The Permittee shall take good care of the premises, fixtures and appurtenances to preserve the premises in good order and condition. Upon removal from said premises, the Permittee shall, at its sole cost and expense, restore the premises as nearly as possible to the condition in which these premises were in when the use by the Permittee began, other than ordinary wear and tear to the premises.
3. Upon the prior written approval by the University, the Permittee may use other areas of the University upon the same terms and conditions as provided herein.

4. The University shall not receive or store any goods or materials on behalf of the Permittee via mail or delivery service in advance of the Permittee's scheduled events.
5. As of January 1, 2019, the University at Albany is a Smoke Free Campus. Smoking and the use of Tobacco Products shall not be permitted on or in any internal or external University Property. Please go to <https://www.albany.edu/risk-management/policy/tobacco-and-smoke-free-campus> for the full text of the policy.
6. All food and beverages served on campus by outside entities using the University at Albany campuses or facilities under a Revocable Permit must be provided through UAlbany Dining/Catering in order to comply with the [UAlbany Campus Food Policy](#). Please contact UAlbany Catering at catering@albany.edu or (518)442-5985 for more information.
7. The Permittee acknowledges that it will comply with the New York State Department of Environmental Conservation policy Chapter III Air Resources Subpart 217-3: Idling Prohibition for Heavy Duty Vehicles, which states that no buses or other heavy duty vehicles may be left idling for more than five consecutive minutes when the vehicle is not in motion. The complete policy is available at the following link: <http://www.dec.ny.gov/regs/4256.html>.
8. The Permittee agrees to provide the University, upon request, with a copy of its Incorporation Papers or Receipt of Filing as a nonprofit agency filed with the Secretary of State, or Papers Filed with the appropriate County Clerk for Conducting Business in its Name.
9. In consideration of the facilities and services to be provided by the University as enumerated herein, the Permittee agrees to reimburse the University in accordance with the costs or services stipulated on **Exhibit C**, attached hereto and made a part hereof, and any other extraordinary costs incurred by the University to meet the requirements of the Permittee. Payment shall be made by the Permittee payable upon receipt of an official billing statement from the University. The form and manner of presentation of the statement shall be mutually agreed upon by the Parties.
10. The Permittee shall be responsible for any and all damages or loss by theft or otherwise of property whether such property shall belong to the University or to others, and for injury to persons (including death) which may in any way result from the operation or conducting of the Covered Activity, or may be caused by any of the persons involved in the Covered Activity, whether or not directly caused by the Permittee.
11. The Permittee shall be responsible for and shall maintain good discipline and proper behavior on the part of all persons in any way involved with the Covered Activity and agrees to remove any personnel involved in the Covered Activity whose actions, or failure to act, shall in the sole judgment of the University, after consulting with the Permittee, be deemed to be detrimental to the University.
12. If in the judgment of the University the activities of any personnel in any way involved in the Covered Activity should be such that the University, after consultation with the Permittee, shall determine that the continuation of the Covered Activity for the then remaining period covered by this Agreement shall be contrary to the best interest of the University, the University may terminate this Agreement without liability of any kind whatsoever therefore, and the Permittee and all personnel so involved shall be thereupon removed from the University premises.
13. 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 the University at Albany 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.
14. 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 the University at Albany 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.

15. The Permittee specifically agrees that this permit does not create the relationship of landlord and tenant between the University and the Permittee regarding the use of the State controlled property to which this permit relates. The relationship of the Permittee to State University of New York and the State of New York arising out of this agreement shall be that of independent contractor. 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 the University.
16. 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***.
17. 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 University at Albany, State University of New York be used by Permittee for any purpose without prior approval of the University.
18. 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, the University shall hold Permittee harmless from and indemnify it for any final judgment of a court of competent jurisdiction to the extent attributable to the negligence of the State University of New York or of its officers or employees when acting within the course and scope of their employment.
19. The Permittee agrees to provide the University with the insurance coverage listed below, naming the State University of New York, as an additional insured covering property damage, personal injury or death arising out of the use of the University facilities. The Permittee further agrees to provide the University designee cited in paragraph 20 of this Permit evidence of such coverage within five (5) business days of execution of this permit or at minimum two weeks (14 days) prior to the Covered Activity. Permittee agrees to provide notice to the University of any cancellation of such policies, renewal policies, or new policies.
 - i. **General Liability insurance one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) in the aggregate;**
 - ii. *For those instances in which a campus believes that the activity is so long or substantial and that the obtaining of such insurance will not unduly preclude beneficial use of the campus' facilities, the campus should require additional insurance in the form of: Sexual Abuse and Molestation insurance, either under the above-described general liability policy or in a separate policy, with coverage not less than one million dollars (\$1,000,000). Any insurance coverage for sexual abuse and molestation insurance written on a claims made basis shall remain in effect for a minimum of six (6) months following the use of University facilities.*
 - iii. New York State Workers' Compensation and disability insurance 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.

20. 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 the 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
21. The Permittee represents and warrants that for all of its employees, volunteers, subcontractors and agents who shall enter upon University facilities for purposes related to the Covered Activity, Permittee has conducted within the ninety (90) day period preceding the use of University facilities (i) a search of the NY Sex Offender Registry; and (ii) a search of the National Sex Offender Public Registry.
- a. A search of the NY Sex Offender Registry means:
- (i) a search of the file of persons required to register pursuant to Article 6-C of the Correction Law maintained by the NY Division of Criminal Justice Services pursuant to NY Correction Law § 168-b for every level of sex offender (Level 1 through Level 3), which requires an email, CD or hard copy submission of names and identifiers to DCJS as described on the DCJS website (http://www.criminaljustice.ny.gov/nsor/800info_cdsubmit.htm); and
 - (ii) Retention of the records of the results of such search. Note that an internet search alone will not meet the requirements of this Policy.
- b. A search of the National Sex Offender Public Registry means:
- (i) A search by first and last name of the National Sex Offender Public Website maintained by the United States Department of Justice at this link: <http://www.nsopw.gov/>; and
 - (ii) Retention of the records of the results of such search.
22. The Permittee represents and warrants that for all facets of the Covered Activity:
- (i) It shall adhere to the following minimum staff-to-child supervision ratios by age of child:

5 years and younger:	1 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
 - (ii) at least 80% of its staff are eighteen (18) years of age or older and that all staff are at least sixteen (16) years of age and at least two (2) years older than the children with whom they are working;
 - (iii) Its staff has training specific to the program or activity; and
 - (iv) The overall supervisor for each program and activity is an adult with certification or documented training and/or experience in that program or activity.
23. 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.
24. The Permittee acknowledges that it has received a copy of the State University of New York Child Protection Policy and Mandatory Reporting and Prevention of Child Sexual Abuse Policy and agrees to abide by all of their terms, including its requirement that any suspected physical abuse or sexual abuse of a child be reported

immediately to University Police. The Permittee's written acknowledgement is attached hereto as **Exhibit D**. Permittee represents and warrants that it has caused each of its employees, agents and volunteers, and those of its sub-permittees, who is responsible for custody, control or supervision of children participating in the covered Activity, to complete the Acknowledgement of review of the above-referenced policies and their agreement to abide by their terms, available at these links:

http://www.suny.edu/sunypp/documents.cfm?doc_id=762 and
http://www.suny.edu/sunypp/documents.cfm?doc_id=759

25. The Permittee specifically agrees that if this permit is cancelled or terminated for any reason, the Permittee shall have no claim against the 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.
26. Any notice to either party hereunder must be in writing signed by the party giving it and shall be served either personally or be registered mail addressed as follows:

TO SUNY Campus: University at Albany, State University of New York
Kevin C. Wilcox
Associate Vice President for Risk Management and Compliance
1400 Washington Avenue
UNH 212
Albany, NY 12222
(518) 956-8120

TO THE PERMITTEE: _____

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

27. This Agreement constitutes the entire agreement of the parties hereto and all previous communications between the parties, whether written or oral, with reference to the subject matter of this contract are hereby superseded. In the event of any inconsistency or conflict among the documents comprising this Agreement, such inconsistency or conflict shall be resolved by giving precedence to the documents in the following order:
1. Exhibit A, State University of New York Standard Contract Clauses
 2. This Agreement
 3. Exhibit B, Designated Facilities and Services
 4. Exhibit C, Costs and Services
 5. Exhibit D, Permittee Acknowledgement of SUNY Child Protection Policies
28. The Permit hereby granted may be revoked at any time without cause. Notice of revocation will be served either in person or by certified mail, or, by other mutually acceptable means in exceptional circumstances. Upon receipt of Notice of revocation, Permittee shall and will promptly discontinue the use of the Premises and shall thereupon remove all of its property from the Premises and shall, at Permittee's own cost and expense, restore the Premises to the same condition it was in before use by the Permittee commenced. Under no circumstances shall State University of New York be held liable for damages of any kind, either direct or indirect, for termination of this permit.

29. **Coronavirus and COVID-19 Guidance:** Permittee agrees to adhere to the State of New York “Interim Guidance for Large Gatherings and Public Spaces During the COVID-19 Outbreak” issued March 13, 2020, available at this link: https://health.ny.gov/diseases/communicable/coronavirus/docs/guidance_for_large_gatherings.pdf ; and generally, State of New York guidance on response to coronavirus, available at this link: <https://health.ny.gov/diseases/communicable/coronavirus/> ; the U.S. Centers for Disease Control (“CDC”) Interim Guidance for Coronavirus Disease 2019 on Large Events and Mass Gatherings dated March 15, 2020 available at this link: <https://www.cdc.gov/coronavirus/2019-ncov/community/large-events/mass-gatherings-ready-for-covid-19.html> ; the CDC Interim Guidance for Businesses and Employers available at this link: <https://www.cdc.gov/coronavirus/2019-ncov/community/guidance-business-response.html> ; and generally, CDC guidance on response to Coronavirus (COVID-19), available at this link: <https://www.cdc.gov/coronavirus/2019-ncov/index.html> . Permittee further agrees to consult the above-referenced guidance materials issued by New York state and federal authorities daily, and to conform its activities to updated guidance and recommendations. In the event Permittee has reason to suspect that any participants in its Covered Activity could potentially have been exposed to COVID-19, Permittee shall immediately contact Stephen A. Conard, Emergency Management Coordinator at 518-956-8120 or sconard@albany.edu . Detailed information regarding the University at Albany’s response to COVID-19 can be found at <https://www.albany.edu/covid-19>.
30. **Force Majeure:** A Party shall not be deemed in default of this permit, nor shall it hold the other Party responsible for any cessation, interruption or delay in the performance of its obligations (excluding payment obligations) due to earthquake, flood, fire, storm, natural disaster, act of God, disease outbreak, epidemic, or pandemic, an act of war whether declared or undeclared, acts or threats of terrorism, contamination by radioactivity, pressure waves from devices travelling at supersonic speeds or damages caused by any aircraft or similar device, armed conflict, labor strike, lockout, boycott, or other unforeseeable circumstances beyond the control of the Parties against which it would have been unreasonable for the affected Party to take precautions and which the affected Party cannot avoid even by using its best efforts, provided that the Party relying upon this provision: (i) gives prompt written notice thereof to the other Party; and (ii) takes all steps reasonably necessary to mitigate the effects of the force majeure event. If a force majeure event extends for a period in excess of 30 days in the aggregate, either Party may immediately terminate this permit upon written notice.

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. In accordance with Section 112 of the State Finance Law and Section 355 of the Education Law, if this contract exceeds \$250,000, or, if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, 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, or the pertinent pre-audit review period has elapsed. However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

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, 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

Albany, NY 12245
Tel: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

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
New York, NY 10017
212-803-2414

email: mwbecertification@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.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 October 2019, 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; State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

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/list-entities-determined--be-non-responsive-biddersofferers-pursuant-nys-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.

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

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 subcontractor 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.

Exhibit C
Costs and Services

University at Albany, State University of New York

Name of Permittee

The Permittee agrees to compensate the University in the amount of
_____ * for the use of the facilities described in

Exhibit B. This compensation was determined on the following basis:

Rental Fee schedule or estimate from:

- Athletics
- Campus Recreation
- Campus Center
- Classrooms
- Empire Commons
- Exterior Venues
- Performing Arts Center
- Residential Life
- University Libraries
- Other Department

** Support fees may be charged in addition to the facility rental cost. Expenses may include but are not limited to staffing, signage, parking extraordinary utility costs, custodial services, electrical or other shop support and security. The University reserves the right to determine whether an event will require University Police Department support.*

Catering services are arranged through a separate contract with UAlbany Dining. Please visit <https://ualbanydining.com/catering/> for information

Exhibit D

Permittee Acknowledgement of Receipt of SUNY Child Protection Policies

University at Albany, State University of New York

Revocable Permit Issued to _____

Acknowledges that on _____ 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 1400 Washington Avenue, University Police Building, Albany NY 12222 (518)442-3130.

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 acknowledges that any of its employees and volunteers, and employees and volunteers of its sub-Permittees whose names appear on the NYS Sex Offender Registry and/or the National Sex Offender Public Registry shall not participate in the Covered Activity in any way.

PERMITTEE NAME



By: _____

Print Name: _____

Title: _____

Address: _____

Date Signed: _____

State University of New York
Notary Acknowledgement

ACKNOWLEDGEMENT BY INDIVIDUAL	<p>STATE OF NEW YORK) COUNTY OF) ss.:</p> <p>On this _____ day of _____, 20____, before me personally came _____, to me known and known to me to be the person described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed the same.</p> <p align="right">_____ Notary Public</p>
ACKNOWLEDGEMENT BY UNINCORPORATED ASSOCIATION	<p>STATE OF NEW YORK) COUNTY OF) ss.:</p> <p>On this _____ day of _____, 20____, before me personally came _____, to me known and known to me to be the person to me known and known to me to be the person who executed the above instrument, who, being duly sworn by me, did for himself/herself depose and say that he/she is a member of the firm of _____ and that he/she executed the foregoing instrument in the firm name of _____ and that he/she had authority to sign same, and he/she did acknowledge to me that he/she executed the same as the act and deed of said firm of _____, for the uses and purposes mentioned therein.</p> <p align="right">_____ Notary Public</p>
ACKNOWLEDGEMENT BY CORPORATION	<p>STATE OF NEW YORK) COUNTY OF) ss.:</p> <p>On this _____ day of _____, 20____, before me personally came _____, to me known who duly being sworn, did depose and say that he/she resides in _____; that he/she is the _____ of _____, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal, that was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.</p> <p align="right">_____ Notary Public</p>


 <p>Category: Legal and Compliance Protection of Minors</p> <p>Responsible Office: University Counsel</p>	<p>Policy Title: Child Protection Policy</p> <p>Document Number: 6505</p> <p>Effective Date: June 17, 2014</p> <p>This policy item applies to: State-Operated Campuses</p>
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Summary

Individuals must conduct themselves appropriately with children who participate in University-related programs and report instances or suspicion of physical or sexual abuse of children.

Policy

A. SUMMARY

Individuals must conduct themselves appropriately with children who participate in University-related programs and report instances or suspicion of physical or sexual abuse of children.

B. POLICY

The State University of New York is committed to protecting the safety and well-being of children who participate in University-related programs and activities, whether on or off campus, or utilize campus facilities for activities including, but not limited to, sports camps, academic and personal enrichment programs and research studies.

C. DEFINITIONS

Covered Activity: A program or activity sponsored or approved by the University or a University-affiliated organization, or an activity conducted by a vendor, licensee or permittee for which a license or permit for use of University facilities has been approved, occurring on or off campus, for the duration of which the responsibility for custody, control and supervision of children is vested in the University, University-affiliated organization or the vendor, licensee or permittee so approved. This policy is not applicable to university on-campus child care centers.

Covered Person: A person who is responsible for the custody, control or supervision of children participating in the Covered Activity and who is:

- (i) an employee of the University or University-affiliated organization;
- (ii) a University student;
- (iii) a volunteer of the University or University-affiliated organization; or
- (iv) a vendor, licensee, permittee or other person, who is given permission to come onto campus or to use University facilities for Covered Activities; or
- (v) an employee, agent or volunteer of (iv) above.

Child: An individual under the age of seventeen years, who is participating in a Covered Activity. The term "child" shall not include a matriculated student of the University or a person accepted for matriculation.

Children's Camp: A camp defined under New York Public Health Law §1392.

Physical Abuse: Physical contact with a child by a covered person which is intended to cause, or causes, pain or physical injury, including punching, beating, shaking, throwing, kicking, biting and burning, or directing a child, outside the norm of the supervised activity, to perform physical activity which is intended to cause physical injury.

Sexual Abuse: Engaging in a sexual offense with a child and/or encouraging or promoting sexual performance by a child. Pursuant to the NYS Penal Law Articles 130, 263, and Sections 260.10 and 260.25, sexual offenses include: sexual misconduct, rape, criminal sex acts, forcible touching, persistent sexual abuse, sexual abuse, aggravated sexual abuse, course of sexual conduct against a child, facilitating a sex offense with a controlled substance, sexually motivated felony, predatory sexual assault against a child, and sexual performance by a child. This also includes Penal Law offenses relating to children including endangering the welfare of a child and unlawfully dealing with a child in the first degree. Sexual performance by a child, as defined by the Penal Law, is any behavior which results in touching of the sexual or other intimate parts of a child for the purpose of sexual gratification of the child and/or adult, including touching by the child and/or adult with or without clothing, and all acts as defined by New York State Penal Law Articles 130, 263 and Section 260.10.

Responsible University Official: The employee of the University or University-affiliated organization, who has been designated by the Campus under Section G, Campus Responsibilities.

University-affiliated organization: The Research Foundation for the State University of New York, campus foundation, campus alumni association, campus auxiliary services corporation, or any other entity so designated by the Chancellor or Campus President.

D. PROHIBITED CONDUCT

A Covered Person shall not:

1. Be alone with a child, unless the Covered Person is a relative or guardian of the child, unless one-on-one contact is approved in accordance with a determination pursuant to Section G.2 of this policy. In no event shall a Covered Person, who is not a relative or guardian of a child, be alone with the child in a rest room, locker room, shower, sleeping area or vehicle.
2. Engage in physical abuse or sexual abuse of a child.
3. Engage in the use of alcohol or illegal drugs, or be under the influence of alcohol or illegal drugs during Covered Activities.
4. Enable, facilitate or fail to address a child's use of alcohol or illegal/non-prescribed drugs.
5. Contact a child through electronic media, including social media, for the purpose of engaging in any prohibited conduct, including sexual conduct.
6. Offer or make a gift to a child for the purpose of engaging in any prohibited conduct, including sexual conduct.
7. Release a child from a Covered Activity without a written authorization from the child's parent or guardian.

E. REQUIRED CONDUCT

A Covered Person shall:

1. Take all reasonable measures to prevent physical and sexual abuse of a child, including immediately removing a child from potential physical abuse, sexual abuse or prohibited conduct as defined herein.
2. Report immediately any suspected physical abuse or sexual abuse of a child to the campus University Police Department, and provide to the campus University Police Department a written report of suspected physical or sexual abuse of a child. Other reporting requirements not addressed in this Policy may apply, such as the obligations of mandated reporters under New York Social Services Law, who are required to report suspected child abuse or maltreatment when they are presented with a reasonable cause to suspect such abuse or maltreatment has occurred
3. Comply with the [University's Policy on Mandatory Reporting and Prevention of Child Sexual Abuse, Document No. 6504](#) available on the [University-Wide Policies and Procedures webpage](#).
4. Complete all required training developed pursuant to this Policy.
5. Wear and display prominently at all times during the Covered Activity a lanyard or other form of identification that identifies the individual as having the responsibilities of a Covered Person.

F. RESPONSIBLE UNIVERSITY OFFICIAL

A Responsible University Official shall:

1. Confirm that the requirements of this Policy have been communicated to Covered Persons (i) – (iii) prior to the commencement of a Covered Activity.
2. Confirm that New York Sex Offender Registry and National Sex Offender Public Registry searches (as described in Campus Responsibilities, below) have been obtained and reviewed for Covered Persons (i) – (iii) prior to the commencement of a Covered Activity.
3. Confirm that the completed Acknowledgement of the University's Child Protection form (available in [Exhibit D](#) of this policy) has been obtained from Covered Persons (iv) – (v) prior to the commencement of a Covered Activity.
4. Immediately report allegations of physical abuse or sexual abuse of a child to the campus University Police Department, and complete and provide to the campus University Police Department a written report for each allegation of physical abuse or sexual abuse of a child. Other reporting requirements not addressed in this Policy may apply, such as the obligations of mandated reporters under New York Social Services Law, who are required to report suspected child abuse or maltreatment when they are presented with a reasonable cause to suspect such abuse or maltreatment has occurred.
5. Notify and coordinate with appropriate campus offices to ensure that allegations of suspected physical abuse or sexual abuse are investigated and addressed appropriately.
6. Confirm that required training on this Policy has occurred prior to the commencement of a Covered Activity for all Covered Persons who are employees, volunteers, students or agents of the State University or a University-affiliated organization.

G. CAMPUS RESPONSIBILITIES

Each campus, System Administration, and University-affiliated organization shall develop procedures to:

1. Designate a Responsible University Official for each Covered Activity.
2. Determine on a limited basis that the first sentence of section D.1. of this Policy, which prohibits a Covered Person from being alone with a child, shall not apply to certain Covered Activities when the pedagogical or health-related nature of the Covered Activity requires such one-on-one contact with a child. Examples may include tutoring, music lessons, speech therapy, and medical, dental or optical services.
3. Communicate the requirements of this Policy to Covered Persons (i) – (v).
4. By May 15, 2015 and biennially thereafter, provide for and require training on this Policy for all Covered Persons who are employees, volunteers, students or agents of the State University or a University-affiliated organization prior to the commencement of a Covered Activity
5. Obtain New York Sex Offender Registry and National Sex Offender Public Registry searches for Covered Persons who are employees, volunteers, students or agents of the State University or a University-affiliated organization and complete a review of such searches not more than ninety (90) days prior to the commencement of a Covered Activity.
 - a. A search of the NY Sex Offender Registry means:
 - i. a search of the file of persons required to register pursuant to Article 6-C of the Correction Law maintained by the NY Division of Criminal Justice Services pursuant to NY Correction Law §

168-b for every level of sex offender (Level 1 through Level 3), which requires an email, CD or hard copy submission of names and identifiers to DCJS as described on the [DCJS website](http://www.criminaljustice.ny.gov/nsor/800info_cdsubmit.htm) [url: http://www.criminaljustice.ny.gov/nsor/800info_cdsubmit.htm]; and

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

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

- i. a search by first and last name of the National Sex Offender Public Website maintained by the United States Department of Justice at this link: <http://www.nsopw.gov/>; and
- ii. retention of the records of the results of such search.

6. Provide for the prompt investigation and preparation of written findings by the campus University Police Department of reports of suspected physical abuse or sexual abuse, and if there is reasonable cause to believe a crime has been committed, coordination by the campus University Police Department with other law enforcement officials.
7. Provide a mechanism to report and respond to allegations of retaliation (as described below).
8. Retain documentation of the search results from the New York and National Sex Offender registries for Covered Persons who are employees, volunteers, students or agents of the University or a University-affiliated organization for six (6) years after the covered person has separated from employment.

H. RETALIATION

Retaliatory action against anyone acting in good faith, who has reported alleged physical abuse or sexual abuse in accordance with this Policy, or who has been involved in investigating or responding to allegations of physical or sexual abuse, or who has reported a failure to comply with this Policy, is a violation of this Policy. Retaliatory acts may include, but are not limited to:

- employment actions affecting salary, promotion, job duties, work schedules and/or work locations;
- actions negatively impacting a student's academic record or progress; and
- any action affecting the campus environment, including harassment and intimidation.

I. THIRD PARTY USE OF UNIVERSITY FACILITIES

The use of University facilities by vendors, licensees or permittees for commercial and non-commercial Covered Activities shall be accomplished pursuant to a revocable permit. The following minimum terms shall be included in all such revocable permits:

1. A specific definition of the areas accessible to the Covered Activity. For example, revocable permits for sporting events held on athletic fields should include the athletic field, as well as any ancillary areas or structures where minors will be permitted, such as adjacent grounds, parking lots, rest rooms, locker rooms, accessory structures, etc.
2. A provision requiring insurance coverage in the types and amounts listed below, naming the University as an additional insured, and requiring that evidence of such insurance be provided to the University within five (5) business days of execution of the revocable permit or at minimum two weeks (14 days) prior to the scheduled use of University facilities.
 - a. General Liability insurance two million dollars (\$2,000,000) each occurrence and two million dollars (\$2,000,000) in the aggregate;
 - b. New York State Workers' Compensation 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.
 - c. For those instances in which a campus believes that the activity is so long or substantial and that the obtaining of such insurance will not unduly preclude beneficial use of the campus' facilities, the campus should require additional insurance in the form of: 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.
3. If the Covered Activity is a Children's Camp as defined in Section C of this policy, a provision requiring permittee to provide the University with a copy of its camp operator permit issued by the New York State Commissioner of Health, either upon execution of the permit or not later than two weeks (14 days) before the scheduled use of University facilities.

4. A representation and warranty from permittee 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 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 website.
5. A representation and warranty from permittee that for all Covered Activities: (i) it shall adhere to the American Camp Association standards for minimum staff-to-child supervision ratios, minimum staff age and minimum staff accreditation requirements (available at: <http://www.acacamps.org/accreditation/stdsglance>); and (ii) that the overall supervisor for each Covered Activity is an adult with certification or documented training and experience in the Covered Activity.
6. A representation and warranty from permittee that any transportation it provides for participating minors to and from the University grounds shall conform to the American Camp Association's transportation standards (available at: <http://www.acacamps.org/accreditation/stdsglance>).
7. A provision requiring written acknowledgement from permittee that it has received a copy of the University's Child Protection Policy and agrees to abide by all of its terms, including its requirement that any suspected physical or sexual abuse be immediately reported to the campus University Police Department.

J. CAMPUS POLICIES AND PROCEDURES

A campus may promulgate policies and procedures that supplement, and are no less stringent than, the policies and procedures set forth herein.

Definitions

All definitions relevant to this policy can be found in the Policy section of this document, under section C.

Other Related Information

[State University of New York Policy No. 6504, Policy on Mandatory Reporting and Prevention Child Sexual Abuse, 2012.](#)

[Child Protection Policy – Guidance](#), prepared by the Office of General Counsel and the Compliance Office, sent via a Memorandum to Presidents from Senior Vice Chancellor and General Counsel Bill Howard on July 24, 2014.

The purpose of this guidance document is to clarify specific topical areas of the Child Protection Policy (the "Policy") and its applicability in various circumstances. The guidance continues to be updated as new questions arise related to the policy and its implementation.

Procedures

There are no procedures relevant to this policy.

Forms

There are no forms relevant to this policy.

Authority

[NY Education Law Article 8, § 355](#) (Powers of Trustees).

History

[State University of New York Board of Trustees' Resolution 2014-](#) , Child Protection Policy, adopted June 17, 2014

Appendices

[Revocable Permit - Use of University Facilities for Covered Activities Under the State University of New York Child Protection Policy \(includes Exhibits B, C & D\)](#) - Revocable Permit - Use of University Facilities for Covered Activities Under the State University of New York Child Protection Policy (includes Exhibits B, C & D)

[Exhibit A](#) - Standard Contract Clauses State University of New York - Exhibit A


 <p>Category: Facility Management / Safety Legal and Compliance Protection of Minors</p> <p>Responsible Office: University Counsel</p>	<p>Policy Title: Policy on Mandatory Reporting and Prevention of Child Sexual Abuse</p> <p>Document Number: 6504</p> <p>Effective Date: December 17, 2012</p> <p>This policy item applies to: State-Operated Campuses</p>
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Summary

This Policy places an affirmative obligation upon all State University of New York employees, students, and volunteers to report child sexual abuse that occurs on campus or off campus at University-sponsored events to the appropriate authority or authorities.

This policy also requires that relevant employees and students be trained on recognizing child sexual abuse crimes and that there is an obligation to report such abuse if it is witnessed.

Policy

Policy on Mandatory Reporting and Prevention of Child Sexual Abuse

Any employee or student of or volunteer for the State University of New York who witnesses or has reasonable cause to suspect any sexual abuse of a child occurring on State University property or while off campus during official State University business or University-sponsored events shall have an affirmative obligation to report such conduct to the relevant University Police Department immediately. Such report should include the names of the victim and assailant (if known), other identifying information about the victim and assailant, the location of the activity, and the nature of the activity. Upon receiving such a report, the applicable University Police Department shall promptly notify the Commissioner of University Police at SUNY System Administration who shall report such incidents to the Chancellor for periodic reporting to the Board of Trustees.

In addition, to aid in the prevention of crimes against children on property of the State University of New York and/or during official State University business at events sponsored by the State University of New York, relevant employees should be trained on the identification of such crimes and proper notification requirements. Vendors, licensees or others who are given permission to come onto campus or to use University facilities for events or activities that will include participation of children shall ensure that they have in place procedures for training, implementation of

applicable pre-employment screening requirements and reporting of child sexual abuse.

For purposes of this policy, the applicable definitions of child sexual abuse are those used in the NYS Penal Law in Articles 130 and 263 and Section 260.10 and "child" is defined as an individual under the age of 17.

Definitions

Definitions for purposes of this policy are based on New York State Penal Law

[New York State Penal Law](#)

[New York State Penal Laws, Article 130.](#)

[Other link to NYS Penal Law, Article 130.](#)

[New York State Penal Law, Article 263.](#)

[Other link to NYS Penal Law, Article 236.](#)

[New York State Penal Law, Article 263 Definitions.](#)

[New York State Penal Law, Article 260.1.](#)

[Other link to NYS Penal Law, Article 260.1.](#)

Other Related Information

There is no related information relevant to this policy.

Procedures

There are no procedures relevant to this policy.

Forms

There are no forms relevant to this policy.

Authority

[NY Education Law Article 8, § 355](#) (Power of Trustees).

History

State University of New York Board of Trustees' Resolution 2012-094, [Mandatory Reporting and Prevention of Child Sexual Abuse, adopted December 17, 2012.](#)

Memo to Presidents dated January 24, 2013 from the Executive Deputy General Counsel.

Appendices

[New York State Penal Law](#)

[New York State Penal Laws, Article 130.](#)

[Other link to NYS Penal Law, Article 130.](#)

[New York State Penal Law, Article 263.](#)

[Other link to NYS Penal Law, Article 236.](#)

[New York State Penal Law, Article 263 Definitions.](#)

[New York State Penal Law, Article 261.](#)

[Other link to NYS Penal Law, Article 261.](#)