

This Agreement made by and between the State University of New York, an educational corporation organized and existing under the laws of the State of New York, having its principal place of business located at 1 Forestry Drive, Syracuse, New York 13210, hereinafter referred to as "State University" for and on behalf of SUNY College of Environmental Science and Forestry, hereinafter referred to as the "University" and *Vendor Name*, having its principal place of business located at *Street, City, State, Zip*, hereinafter referred to as "_____".

W I T N E S S E T H:

WHEREAS, *name of organization*, an *type of organization* has a need to *description of project*; and

WHEREAS, the *name of University Department* at the University has the students and staff necessary to *description of solution to project*; and

WHEREAS, *the name of department* at the University desires to enter into an agreement with the *name of organization*, therefore.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein set forth the parties hereto agree as follows:

1. The term of this agreement shall commence on *Month/Day/Year* and shall continue through the period ending *Month/Day/Year*.
2. The *name of organization* shall provide/require *the kind/type of commodity/service*.
3. The University shall provide *description of University involvement*.
4. The *name of organization* shall pay to the University by check the sum of (write dollar amount) (\$XX.00).
5. At the University's option, this agreement may be terminated upon 60 days written notice to the *name of organization*.
6. This agreement may be amended upon mutual written consent of the parties.
7. This agreement shall be interpreted according to the laws of the State of New York. *Name of organization* shall comply 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 as Exhibit A.
8. Any notice to either party hereunder must be in writing, signed by the party giving it, and shall be served either personally or by registered mail addressed as follows:

TO THE UNIVERSITY:

Susan M. Head, CFO
Vice President of Administration
SUNY-ESF
1 Forestry Drive
Syracuse, New York 13210

TO THE CONTRACTOR:

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

9. 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.
10. The relationship of the *name of organization* to the University and the State of New York arising out of this agreement shall be that of independent contractor.
11. A waiver of enforcement of any provision of this agreement by the University shall not constitute a waiver by the University of any other provision of this agreement, nor shall it preclude the University from subsequently enforcing such provision thereafter.
12. The University reserves the right to terminate this contract in the event it is found that the certification filed by the Contractor in accordance with New York State Finance Law Section §139-j, as amended, and §139-k, as amended, was intentionally false or intentionally incomplete. Upon such finding, the University may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of the contract.
13. The University reserves the right to terminate this contract in the event it is found that the certificate(s) filed by the Contractor in accordance with the Tax Laws of 2004, Chapter 60, Part N, was false or incomplete.
14. Contractor shall indemnify, defend and hold harmless University, its' trustees, officers, agents and employees, of, from and against any suits, actions, damages, expenses (including reasonable attorney's fees), claims, judgments, liabilities and costs arising out of negligence, loss, destructive, error, wrongful acts or omissions of Contractor, its officers, employees or agents. Contractor shall remain liable for direct damages that are due to it negligence. The University shall not be liable upon any cause of action brought against Contractor as a result of Contractor's performance in compliance with this contract.
15. Section 163 of NYS Finance Law requires that all contract awards and subsequent renewals be made only to responsive and responsible vendors. Certification of vendor responsibility is subject to approval of the New York State Office of the State Comptroller. A finding of non-responsibility will result in the termination of this contract. Failure to respond to requests for additional information regarding responsibility may be grounds to terminate this contract.
16. Consultant agrees to comply with the provisions of the Iran Divestment Act, (Chapter 1of the Laws of 2012 amending NYS Finance Law §165-a). By execution of this agreement, Consultant certifies that it is not on the Prohibited Entities List (<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>) established by the NYS Office of General Services and further certifies that it will not contract with any subcontractor on the list as they pertain to this agreement. The University reserves the right to terminate this agreement, at any time, should the University receive information to the contrary.
17. Contractor agrees to comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). Contractor shall be liable for the costs associated with such breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees or subcontractors.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first written.

Agency Certification:

In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

By: _____
Dean, Vice President, Chair (Name Typed Here)

Date: _____

By: _____
Susan M. Head, Vice President of Administration

Date: _____

Contractor Certification:

I certify that all information provided to SUNY College of Environmental Science and Forestry is complete, true and accurate with regard to any prior non-responsibility determinations within the past four years based upon (i) impermissible contacts or other violations of State Finance Law §139-j, as amended, and §139-k, as amended, or (ii) the intentional provisions of false or incomplete information to SUNY College of Environmental Science and Forestry.

By: _____

Date: _____

Name: _____

Title: _____

Approved as to Form

Approved and Filed

Date _____

Eric T. Schneiderman
Attorney General

Date: _____

Thomas P. DiNapoli
State Comptroller

By: _____

Assistant Attorney General

By: _____

For the Comptroller