SPIR INTERNSHIP AGREEMENT

BETWEEN

THE RESEARCH FOUNDATION FOR THE STATE UNIVERSITY OF NEW YORK

AND

SPONSOR

This SPIR Internship Agreement ("AGREEMENT") is made by and between THE RESEARCH FOUNDATION FOR THE STATE UNIVERSITY OF NEW YORK, a nonprofit, educational corporation organized and existing under the laws of the State of New York, with an office located at Office of Sponsored Programs, Stony Brook University, Stony Brook, New York 11794-3362 ("FOUNDATION"), acting for Stony Brook University ("UNIVERSITY")," and ________, a corporation organized and existing under the laws of the State of ______, with its principal office located at ___________ ("SPONSOR"). FOUNDATION and SPONSOR may be referenced herein independently as “Party” or jointly as “Parties”.

WITNESSETH:

WHEREAS, the Strategic Partnership for Industrial Resurgence, hereinafter referred to “SPIR” is intended to revitalize and redirect New York State industry by transforming it from a defense-related work force to a knowledge-based economy that continually develops new technologies, and, to achieve that objective seeks to foster the cooperation between UNIVERSITY and industrial research and development efforts, and

WHEREAS, SPONSOR and FOUNDATION have a mutual interest in promoting the UNIVERSITY internship program, which enables one or more students ("INTERN") to spend time working in industry under the supervision of both UNIVERSITY faculty and professional staff at a cooperating corporation ("UNIVERSITY Internship Program").

WHEREAS, SPONSOR has approved funding to support the UNIVERSITY Internship Program, for a project set forth in Exhibit A, hereinafter referred to as the “PROJECT”, attached hereto and made a part hereof, this AGREEMENT.

NOW, THEREFORE in consideration of the premises and the mutual covenants hereinafter contained, the parties agree as follows:

1. **Scope of Internship**

The FOUNDATION agrees to use reasonable efforts to ensure that the INTERN conducts and carries out the PROJECT which will enhance the Intern’s overall educational experience through involvement of a professional nature in their area of expertise. SPONSOR and FOUNDATION may at any time amend the PROJECT. However, any amendment or changes to the terms of the PROJECT and/or this AGREEMENT shall not be binding upon the Parties unless by mutual written agreement signed by authorized representatives of the Parties.
2. **Key Personnel**

FOUNDATION and SPONSOR shall each provide a contact person ("the INTERNSHIP DIRECTOR") for activities related to the performance of this AGREEMENT. SPIR'S INTERNSHIP DIRECTOR is ____________. SPONSOR’S INTERNSHIP DIRECTOR is ____________. If for any reason the SPIR’S INTERNSHIP DIRECTOR is unable or unwilling to continue the responsibilities required to carry out the performance of their duties under this AGREEMENT, the Parties shall negotiate the continuance of the PROJECT and/or this AGREEMENT in good faith. However, if another SPIR internship director cannot be agreed upon, either Party may terminate this AGREEMENT in accordance with Article 6 by giving written notice to the other Party of such termination.

The INTERN assigned to perform under this AGREEMENT shall be: ____________________________. Any changes or replacements of the Intern shall be made through an amendment signed by authorized representatives of the Parties.

3. **RESPONSIBILITIES OF SPONSOR**

3.1 SPONSOR agrees to provide an orientation to the INTERN that includes instruction on specific rules, regulations, policies, procedures and ethical standards of professional practice within the internship site. Such orientation includes informing the INTERN of hazards associated with the environment and the use of materials, instruments, and machines and for providing the appropriate training.

3.2 SPONSOR'S INTERNSHIP DIRECTOR shall accept the primary responsibility for supervision and control of the INTERN at the internship site, and is responsible for providing training and professional-level work opportunities for INTERN.

3.3 SPONSOR shall evaluate the INTERN's performance and notify SPIR’S INTERNSHIP DIRECTOR immediately of any cause for dissatisfaction with or of any known misconduct on the part of the INTERN.

3.4 SPONSOR shall pay the agreed upon rate of compensation for the term of the AGREEMENT and fulfill all legal requirements related to FOUNDATION’s employment relationship with the INTERN.

3.5 SPONSOR will provide a brief written assessment of the INTERN's performance and growth at the end of the AGREEMENT and the substance of such evaluation will be discussed with the INTERN. Should the need arise, such evaluation shall also be discussed with the SPIR’S INTERNSHIP DIRECTOR.

4. **RESPONSIBILITIES OF SPIR’s INTERNSHIP DIRECTOR AND INTERN**

4.1 SPIR’S INTERNSHIP DIRECTOR is responsible for monitoring the INTERN's progress and activities, and for evaluating the internship experience. Monitoring the INTERN's progress will be done by consultation with SPONSOR's INTERNSHIP DIRECTOR and by periodic meetings with the INTERN to discuss the nature of the INTERN's activities and progress on the PROJECT.

4.2 SPIR’S INTERNSHIP DIRECTOR shall make reasonable efforts to ensure that each INTERN is aware of INTERN’s responsibilities, and that each INTERN shall agree to abide by the terms of this AGREEMENT.

4.3 SPIR’S INTERNSHIP DIRECTOR shall make reasonable efforts to ensure that the INTERN participates in the PROJECT during the dates specified unless modified by the Parties. This
includes instructing each INTERN about the consequences of not completing the PROJECT.

4.4 The INTERN shall act in accordance with the highest ethical standards of professional practice as defined by the relevant practices, policies, rules, or regulations of SPONSOR, as well as all applicable UNIVERSITY policies, rules, or regulations.

4.5 The INTERN shall track the time spent at the SPONSOR site and notify the SPIR’S INTERNSHIP DIRECTOR if he/she has difficulty or reason to believe there will be difficulty in meeting the schedule.

4.6 The INTERN shall notify both Parties’ INTERNSHIP DIRECTORS if he/she has any difficulty performing functions or establishing satisfactory relationships with personnel at the internship site.

4.7 INTERN SHALL NOT INITIATE INTERNSHIP WITHOUT FULL AUTHORIZATION OF THE FOUNDATION.

5. Term

This AGREEMENT shall be effective on _____ and shall continue through _____, unless terminated sooner or extended as hereafter provided.

6. Compensation

SPONSOR and FOUNDATION agree to provide such financial considerations as are described in Exhibit A. FOUNDATION contributions shall be provided through SPIR or such other cash or in-kind sources as FOUNDATION shall deem appropriate. SPONSOR shall pay in full the amount it has committed upon execution of this AGREEMENT.

Payments shall be made payable to The Research Foundation for The SUNY and sent no later than 30 days after invoicing the SPONSOR at ________________________________.

Mail to:

The Research Foundation for The State University of New York
P.O. Box 9
Albany, NY 12201-0009
Attn: Cash Receipts Department

7. Confidentiality

It is understood that in the course of carrying out this PROJECT, SPONSOR and FOUNDATION may wish to share proprietary information. The Parties, including INTERN, agree to use reasonable efforts to prevent disclosure of information which is clearly marked as proprietary to anyone other than those individuals who have a need to know this information for purposes of carrying out their obligations in connection with this AGREEMENT. INTERN may be required to sign a confidentiality compliance statement subject to approval of the FOUNDATION.

8. Intellectual Property

The INTERN may use the data developed under this PROJECT during the term of the AGREEMENT in a thesis or dissertation. INTERN will not be unduly delayed or prevented from completing the thesis or dissertation requirement or from submitting manuscripts for publication.
9. **Termination**

Either SPONSOR or FOUNDATION may terminate this AGREEMENT at any time by giving thirty (30) days written notice of termination to the other contracting Party. If the SPONSOR needs to terminate this AGREEMENT, then SPONSOR shall notify both FOUNDATION and SPIR INTERNSHIP DIRECTOR. In the event of termination, SPONSOR shall reimburse FOUNDATION for contractual commitments and financial obligations incurred by FOUNDATION in performance of this AGREEMENT prior to such termination. INTERN shall not terminate their participation without consulting the SPIR’s INTERNSHIP DIRECTOR.

10. **Assignment**

Neither Party may assign or otherwise transfer this AGREEMENT and the rights acquired hereunder without the written consent of the other Party; this consent shall not be unreasonably withheld. However, SPONSOR may assign or transfer its interest in this AGREEMENT as long as such assignment or transfer is accompanied by a sale or other transfer of SPONSOR’s entire business or other business to which this AGREEMENT relates.

11. **Notice**

All notices, demands, and other communications hereunder shall be sent by U.S. First Class Mail, return receipt requested, or via overnight delivery. Notice will be deemed acceptable if sent via electronic mail (e-mail) if followed by formal written notice in accordance with this Section. Said notices shall be delivered to the appropriate financial, administrative and/or technical party(ies) as identified below, unless notice of change of address is provided in writing to the other.

For administrative and legal matters:

**FOUNDATION:**

The Research Foundation for The SUNY
Stony Brook University
Office of Sponsored Programs
Stony Brook, NY 11794-3362
Fax: 631-632-6963
Email: osp-contracts@stonybrook.edu

**SPONSOR:**

For technical matters:

SPIR’s INTERNSHIP DIRECTOR

SPONSOR’s INTERNSHIP DIRECTOR
Notification of export controlled information as per Article 16 shall be delivered to:

Susan Gasparo, Assistant Director for Export Controls
Office of Research Compliance
The Research Foundation for The State University of New York
Stony Brook University
Stony Brook, New York 11794-3368

Any notices, demands, and other communications so mailed shall be deemed to have been received by the addressee seven (7) days after the time and date of its being so mailed.

12. **Governing Law**

This AGREEMENT shall be construed, governed, interpreted, and applied in accordance with the laws of the State of New York, U.S.A.

13. **Modifications**

The Parties hereto acknowledge that this instrument sets forth the entire agreement and understanding of the Parties hereto as to the subject matter hereof, and shall not be subject to any change or modification except by the execution of a written instrument subscribed to by the Parties hereto. Neither this AGREEMENT nor any of the terms hereof may be changed, waived, or discharged except by an instrument in writing signed by the Party against whom the enforcement of the change, waiver, or discharge is sought.

14. **Severability**

The provisions of this AGREEMENT are separable, and in the event any provisions of this AGREEMENT are determined to be invalid or unenforceable under any controlling body of law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions hereof.

15. **Indemnification**

Both Parties agree to indemnify and hold harmless the other Party, against any and all claims, damage and expenses of whatsoever nature arising from, growing out of, or related to the negligence or intentional wrongdoing of the other Party.

16. **Export Controls**

This AGREEMENT shall be subject to all applicable government export and import laws and regulations. The parties agree to comply and reasonably assist the other party, upon request by that party, in complying with all applicable government export and import laws and regulations. The parties acknowledge that they may not directly or indirectly export, re-export, distribute or transfer any technology, information or materials of any value to any nation, individual or entity that is prohibited or restricted by the International Traffic in Arms Regulation (ITAR), the Export Administration Regulations (EAR), the Office of Foreign Assets Controls (OFAC), the United States Department of State’s State Sponsors of Terrorism, or by any other United States government agency without first obtaining the
appropriate license.

SPONSOR confirms that technical and proprietary information that it discloses to intern does not contain export controlled technology or technical data identified on any US export control list, including but not limited to the Commerce Control List (CCL) at 15 CFR 774 and the US Munitions List (USML) at 22 CFR 121. SPONSOR acknowledges that SPONSOR is responsible for any necessary export control licenses.

17. **Force Majeure**

If either Party hereto shall be delayed or hindered in, or prevented from, the performance of any act required hereunder for any reason beyond such Party’s direct control, including but not limited to, strike, lockouts, labor troubles, governmental or judicial actions or orders, riots, insurrections, war, acts of God, inclement weather, or other reason beyond the Party’s control (a “Disability”) then such Party’s performance shall be excused for the period of the Disability. Any PROJECT timelines affected by a Disability shall be extended for a period equal to the delay and any affected Budget shall be adjusted to account for cost increases or decreases resulting from the Disability. The Party affected by the Disability shall notify the other Party of such Disability as provided for herein.

18. **Use of Name**

The Parties agree not to use the name and any logotypes or symbols of the other Party in any advertising, sales promotion, or other publicity matter without the prior written approval of the other Party. However, this provision is not intended to restrict either Party from disclosing the existence and nature of this AGREEMENT, or from including its existence in the routine reporting of the Party’s activities.

19. **Survival**

In the event of termination of this AGREEMENT for any reason, the following sections shall survive termination: 7, 8, 9, 10, 11, 12, 13, 15, 16, 18 and 19.

20. **Order of Precedence**

In the event of any inconsistency between clauses 1-20 of this AGREEMENT, and the attached Exhibit A, the inconsistency should be resolved by giving precedence to clauses 1-20.

**IN WITNESS WHEREOF,** the parties hereto have caused this AGREEMENT to be executed by their duly authorized representatives, all intending to be legally bound hereby.

THE RESEARCH FOUNDATION FOR THE SPONSOR
STATE UNIVERSITY OF NEW YORK

By: ___________________________ By: ___________________________
Date:______________________  Date:____________________

Read and understood:

SPIR's INTERNSHIP DIRECTOR  SPONSOR's INTERNSHIP DIRECTOR

Name:_______________________  Name:_______________________

Date:_______________________  Date:_______________________

INTERN:

Name: ________________________