

STATE UNIVERSITY OF NEW YORK AT STONY BROOK  
LONG TERM REVOCABLE FACILITIES ACCESS PERMIT

This Revocable Permit Agreement is made this --- day of --- by and between the State University of New York at Stony Brook (“University”), a corporation organized and existing under the laws of the State of New York, with its principal place of business located at Circle Road, Stony Brook, New York, 11794, and ---, (“Permittee”), a corporation with its principal place of business located at ---. Subject to and in consideration of mutual covenants, terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. A Revocable Permit (“Permit”) is hereby granted by the University to the Permittee, for access to the University spaces and/or facilities designated in Exhibit B attached hereto, for payment in accordance with the fee amounts and schedule set forth therein. Payment is due the University within thirty (30) days from Permittee’s receipt of billing invoice. Permittee shall meet with the University at least once every twelve (12) months to review the Exhibit B fee structure.

2. The term of this Permit shall commence on --- and shall continue through ---. Permit may be renewed thereafter upon mutual written agreement for a term not to exceed one (1) year. Permittee shall notify the University of its desire to renew at least sixty (60) days prior to expiration of this agreement. Permittee may not assign or otherwise transfer all or any part of its interest in this Permit or the Premises to any third party without University’s prior written consent.

3. The University may revoke this Permit at any time without cause on sixty (60) days written notice, this Permit may be terminated by either party upon six (6) months written notice. The University may revoke this Permit immediately for serious or continuing violations of its provisions, University policy or procedure or state, federal or local law, or if Permittee fails to remedy any violation within 15 days after notice as provided herein. The University may relocate or revise the access provided by this Permit should it determine that such revision or relocation is in its best interests.

4. Permittee shall take proper care of the facilities and premises made available for its use and shall preserve them in good order and condition. Permittee’s activities shall not infringe on, delay, or conflict with the normal operations of the University. All operations of Permittee shall be in accordance with University Policy 517: the Facilities Use Guidelines.

5. This Permit shall be interpreted according to the laws of the State of New York. As necessary, Permittee shall obtain and keep in force at its sole cost and expense any permits or licenses that may be required in this jurisdiction.

6. Permittee agrees that the issuance of this Permit shall in no way diminish the statutory authorization of SUNY to possession, pursuant to State Education Law, of the State-controlled property to which this Permit relates, nor shall the dominion and control by SUNY over said State property be in any way diminished. Permittee further agrees that if its use of the

State-owned property to which this Permit relates is inconsistent with State or federal law, or in any way conflicts with the mission, purposes or objectives of SUNY, then this Permit shall be void and of no further force and effect.

7. Permittee specifically agrees that this Permit does not create the relationship of landlord and tenant between SUNY or University and Permittee with regard to the use of State-owned property to which this Permit relates. Permittee further agrees that its relationship to the University, SUNY, or the State of New York arising out of this Permit is not that of employee-employer should any service be provided, but is, instead, that of independent contractor.

8. Permittee specifically agrees to pay all costs as per Exhibit B. Permittee shall be held responsible for and liable to the University for payment of any and all costs incurred by the University to restore the premises in good order and condition, including any pre or post-event expenses incurred by the University to remove signage installed in non-approved locations.

9. Permittee shall have the right, for as long as this Permit remains in force, to enter, but not loiter, in space designated in Exhibit B.

10. Permittee specifically agrees not to hold itself out as representing the State of New York, the State University of New York or the State University of New York at Stony Brook in connection with the use of the State-owned property to which this Permit relates, nor shall the name of the State of New York, the State University of New York, or the State University of New York at Stony Brook be used by Permittee for any purpose whatsoever without prior, specific written approval.

11. Neither party may use the name, trademark or logo of the other without prior written permission. The mention of University in promotional materials generated by Permittee, other than an address, shall be submitted to University's Office of Communications for approval prior to dissemination, which approval shall not be unreasonably withheld.

12. Permittee assumes all risks incidental to the use of space as per Exhibit B and shall be solely responsible for any and all accidents or injuries to persons (including death) or property arising out of or in connection with its activities, use of the facilities, appurtenances and surrounding grounds, if caused by the negligence of Permittee, its agents, employees, invitees or visitors. Permittee agrees to indemnify and hold harmless the State of New York, the State University of New York and State University of New York at Stony Brook from any and all claims, suits, actions, damages, costs or loss arising out of or relating to Permittee's use of the space and facilities, or the violation by Permittee or its agents, employees and/or visitors of any law, code, order, ordinance, rule or regulation in connection with said use.

13. Permittee is required to provide documentation of completed background checks (as described below) on all employees associated with any and all on-site operations.

**Background Checks for Contractors Performing Services at Stony Brook University owned Managed Facilities (herein referred to as “University”):**

(a) Requirements of this clause apply to the successful awardee(s) of the contract who will be performing on-site work for the University under the contract.

**(b) Definitions.**

For the purposes of this clause, the following definitions apply:

- (1) **On-Site:** “On-Site” refers to any University Facility or leased spaces open to the public or at which the University business operations are conducted.
- (2) **Suitability:** “Suitability” refers to identifiable character traits and past conduct which are reasonably sufficient to indicate whether a given individual is likely or not likely to be able to perform the requirements of a contract at the University on-site locations without undue risk to the interest of the University.
- (3) **Suitability Determination:** A “suitability determination” is a determination that there are reasonable grounds to believe that an individual will likely be able to perform the contract requirements on-site without undue risk to the interest of the University.

**(c) Applicability.**

- (1) Contractors shall perform background checks and make suitability determinations on contractor employees before the individual employees can perform on-site contract services for the University.
- (2) The Director of Procurement, or his designee, on a case-by-case basis, may, either temporarily or permanently, waive the requirements of this clause, in whole or in part, if they determine in writing that background checks and suitability determinations are not necessary at the specific location, or for a specific individual, in order to protect the University’s interest.

**(d) Background Check.**

(1) The Contractor is responsible, at its own expense for completing background checks and making suitability determinations on its employees prior to the employee beginning on-site work. Compliance with the requirement for performing a background check and making suitability determination shall not be construed as providing a contractor employee clearance to secured areas. Contractors are required to maintain records of background checks and suitability determinations for the term of the contract, and to make them available to the University when requested.

(2) At a minimum, the background check and suitability determination must include an evaluation of:

- (i) Verification that the individual is not listed on a national watched person database. The following link has information about a data available.

<http://www.treas.gov/offices/enforcement/ofac/sdn/index.html>

The following link has a PDF file of a list of SPECIALLY DESIGNATED NATIONALS AND BLOCKED PERSONS

<http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>;

- (ii) Criminal History checks (using a national database that contains criminal histories and supplement this search by checks of NYS Office of Court Administration and comparable searches of the State where the person has lived, worked or attended school during the past 5 years) or by obtaining the record of convictions from NYSOCA directly and from their equivalents from other States where the person might have lived, worked or attended school during the last 5 years;
- (iii) DMV driving records;
- (iv) Social Security Number trace;
- (v) Verification of U.S. citizenship or legal resident status; and
- (vi) Residence (past 3 years) (should be requested on employment application to compare against data from DMV license and other searches for verification);

GENERAL TERMS AND CONDITIONS  
PROPOSAL 13/14-000MC

**(e) Background Check Guidelines.**

(1) In making a suitability determination, the contractor shall consider the following factors and evaluate them against the work to be performed, the performance location, and the degree of risk to the University:

- (i) Any loyalty or terrorism issue;
- (ii) Patterns of conduct (e.g. alcoholism/drug addiction, financial irresponsibility/major liabilities, dishonesty, unemployability for negligence or misconduct, criminal conduct);
- (iii) Dishonorable military discharge;
- (iv) Felony and misdemeanor offenses;
- (v) Illegal drug manufacturing/trafficking/sale;
- (vi) Major honesty issue (e.g., extortion, armed robbery, embezzlement, perjury);
- (vii) Criminal sexual misconduct;
- (viii) Serious violent behavior (e.g., rape, aggravated assault, arson, child abuse, manslaughter);
- (ix) Illegal use of firearms/explosives; and
- (x) Employment related misconduct involving dishonesty, criminal or violent behavior.

(2) The contractor shall evaluate any adverse information about an individual by considering the following factors before making a suitability determination:

- (i) The nature, extent and seriousness of the conduct;
- (ii) The circumstances surrounding the conduct;
- (iii) The frequency and recency of the conduct;
- (iv) The individual's age and maturity at the time of the conduct;
- (v) The presence or absence of rehabilitation and other pertinent behavior changes;
- (vi) The likelihood of continuation of the conduct.
- (vii) The potential for pressure, coercion, exploitation, or duress;
- (viii) How, and if, the conduct bears upon potential job responsibilities; and
- (ix) The employee's employment history before and after the conduct.

**Each suitability determination should be documented in a narrative. If negative items are mitigated by subsequent passage of time or completion of substance abuse programs this rationale should be included in the narrative. A negative suitability determination must be supported by a finding that the adverse information has a direct bearing on the potential job duties or that it is deemed sufficiently serious to bar the employee from the University site.**

**(f) Employee Removal.**

Whenever a contractor becomes aware that any employee working at an on-site location under a University contract becomes an unacceptable risk to the University; the contractor shall immediately remove that employee from the site, notify the University that such a removal has taken place, and replace them with a qualified substitute. If the approval of the University was initially required for the removed employee, University approval is required for the replacement employee.

**(g) University Notification.**

Prior to commencement of on-site contract performance, the contractor shall notify the University that the background checks and suitability determinations required by this clause have been completed for affected individuals.

14. Prior to the effective date of this Permit, Permittees shall carry, at their own expense, general/umbrella liability insurance in the amount of two million (\$2,000,000) dollars per occurrence and two million (\$2,000,000) dollars in the aggregate, and naming the **State of New York**, the **State University of New York** and the **State University of New York at Stony Brook** as “additional insureds”, for liability coverage for acts committed by or suffered by Permittee’s agents, employees, invitees and/or visitors. **A Certificate of Insurance must be provided and must be accompanied by a completed Certification by Insurance Broker form.** Such insurance shall remain in effect throughout the term of this Permit.

15. Permittee specifically agrees that if this Permit is canceled or terminated for any reason, Permittee shall have no claim against the State of New York, State University of New York or the State University of New York at Stony Brook, nor against their agents, officers or employees, and further agrees that the State of New York, the State University of New York, the State University of New York at Stony Brook and their agents, officers and employees shall be relieved from any and all liability.

16. All events that serve alcohol MUST comply with University Alcohol Policy.

(see <http://studentaffairs.stonybrook.edu/jud/alcohol.shtml> )

Violation of this policy or misuse of campus facilities may result in denial of future access, disciplinary and/or legal action.

17. Any notice to either party hereunder shall be in writing, signed by the party giving it, and served either personally or by registered mail, addressed as follows:

To University:           Mark Woodruff  
                                  Director of University Revocable Permit Program  
                                  221 Administration  
                                  SUNY at Stony Brook  
                                  Stony Brook, New York 11794-1002

Copy to:

To Permittee:

or to such other addresses as may be designated by written notice, delivered as set forth above. All notices shall be effective on receipt.

18. Stony Brook University is a tobacco free campus. Permittee shall comply with SUNY and University regulations and policies, and with all applicable State, federal and local laws, rules, orders, regulations and requirements. Permittee agrees to the terms and conditions set forth in Exhibit A and A-1 attached hereto.

19. This Permit and attached Exhibits A, A-1 and B constitute the entire agreement between the parties hereto. All previous communications between the parties, whether written or oral, with reference to the subject matter of this Permit, are hereby superseded.

This Revocable Permit Agreement is hereby executed by duly authorized officers of the State University of New York at Stony Brook and Permittee.

STATE UNIVERSITY OF NEW YORK  
AT STONY BROOK

Permittee Info

\_\_\_\_\_  
Lyle Gomes  
Vice President for Finance  
and Chief Budget Officer

\_\_\_\_\_  
(Permittee)

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

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

STATE UNIVERSITY OF NEW YORK  
AT STONY BROOK

\_\_\_\_\_  
Joseph Loughren  
Director of Financial Services  
For Facilities and Administration

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

## **EXHIBIT B**

### **Description of Spaces, Facilities, and Fees**

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

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

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

**This page is for information purposes only - it serves as a reminder to include Exhibits A & A-1 (Standard Contract Clauses)**