



Agreement Number: \_\_\_\_\_

Made by and between the Strategic Partnership for Industrial Resurgence (SPIR), a technology delivery service of the Thomas J. Watson School of Engineering and Applied Science of the State University of New York, organized and existing under the laws of the State of New York, with an office located at State University of New York at Binghamton (mailing address: Strategic Partnership for Industrial Resurgence, Thomas J. Watson School of Engineering and Applied Science, P.O. Box 6000, Binghamton, New York 13902-6000), hereinafter referred to as "SPIR" acting on behalf of the State University of New York (SUNY) at Binghamton, NY, hereinafter referred to as "UNIVERSITY" or "SUNY", and \_\_\_\_\_ a New York State company with its principal offices \_\_\_\_\_, hereinafter referred to as "COMPANY". UNIVERSITY and COMPANY collectively may hereinafter be referred to as the "Parties," as in the parties to this Agreement.

**WITNESSETH:**

**WHEREAS**, the State University of New York, with funding from the State Legislature, has established SPIR, which is intended to revitalize and redirect New York State Industry towards knowledge intensive high technology by making available to industrial firms the high technology expertise, resources and facilities of State University of New York; and

**WHEREAS**, SPIR shall administer any funded work resulting from this partnership project; and

**WHEREAS**, the COMPANY desires to undertake a project described in the Project Application titled \_\_\_\_\_ and attached, which becomes an integral part of this Agreement; and

**WHEREAS**, the UNIVERSITY has available expertise, personnel, and facilities needed to support this project;

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants hereinafter contained, the parties agree on this day of \_\_\_\_\_ as follows:

**1. SCOPE OF WORK**

SPIR agrees to use its best efforts to support the Project described in the Project Application \_\_\_\_\_ which is attached to and made a part of this Agreement. The project will be conducted jointly by the UNIVERSITY and the COMPANY under the direction of \_\_\_\_\_ employed by the UNIVERSITY, and \_\_\_\_\_ employed by the COMPANY (hereinafter referred to as INVESTIGATORS).

**2. COST**

In consideration of services to be performed pursuant to this Agreement, the cost of SPIR services will be shared by SPIR and COMPANY as detailed below:

**Academic Year (per semester)**

- **COMPANY shall fund:** \$ \_\_\_\_\_ towards graduate student stipend and cover project related travel costs and lab expenses.
- **SPIR shall fund:** 100% tuition scholarship and stipend for one graduate student and \$ \_\_\_\_\_ of faculty stipend.

In the event that the project or any SUNY employee involved in the project is prematurely terminated, the funding or reimbursement obligations for both SPIR and COMPANY will be based on a straight percentage of committed SUNY resource expended up to the termination date. In addition, if special equipment was purchased by SUNY to support the project, portion of its cost or usage specified in the Project Application will be expected to be funded by COMPANY. SPIR will use reasonable effort to refund any *unused* funding prepayments within thirty (30) days after notification of termination





actions by SPIR; but due to possible New York State/SUNY processing delays beyond our control, SPIR cannot guarantee reimbursement within thirty (30) days.

**3. TERM**

This Agreement shall commence on \_\_\_\_\_ and shall continue through \_\_\_\_\_. Either party may terminate this Agreement at any time by giving thirty (30) days written notice of termination to the other contracting party. A Final Project Review (which could include a Presentation and a Report) and Deliverables as noted in the Project Application shall be fulfilled by the parties within fifteen (15) days of the date of termination of this Agreement.

**4. NOTICES**

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:

Name:  
Address:  
City, State, Zip

TO THE COMPANY

Name:  
Address:  
City, State, Zip

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

**5. PARTIES RELATIONSHIP**

The COMPANY and its agents or employees or any entity or person acting on behalf of the COMPANY engaged in the performance of the Services shall at all times be deemed to be performing as independent contractors. The COMPANY and its agents or employees or any entity or person acting on behalf of the COMPANY shall neither hold themselves out as, nor claim to be, officers or employees of SUNY and shall make no claim for, nor be entitled to, Workers' Compensation coverage, medical and unemployment benefits, social security, or retirement membership benefits from SUNY.

**6. PROPRIETARY INFORMATION**

It is understood that in the course of carrying out this Agreement, either party may wish to share proprietary information. The parties agree to use their best 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. The parties understand and agree proprietary information or portions thereof may be subject to disclosure pursuant to state and/or federal law.

**7. PUBLICATION**

The UNIVERSITY will be free to publish the results of work under this Agreement subject only to the protection of any intellectual property rights and proprietary information.

**8. CONTRACT ENTIRETY/ORDER OF PRECEDENCE**

The following documents will be annexed to, and incorporated into, and made part of, the Agreement:

- a. Exhibit A, State University of New York Standard Contract Clauses
- b. Exhibit A-1, State University of New York Affirmative Action Clauses
- c. Exhibit B, State University of New York General Contract Terms and Conditions (Binghamton)
- d. This Agreement
- e. Exhibit C, Computer Software Policy (Document Number 8101 Effective Date January 16, 1998) and the Patents and Inventions Policy (8 NYCRR Part 335.28) of the State University of New York, as amended November 23, 2016
- f. Attachment 1: Project Description





In the event of any inconsistency in or conflict among the document elements described above, such inconsistency or conflict shall be resolved by giving precedence to the document elements in the order set forth above.

**9. INDEMNIFICATION**

Incorporated herein under Exhibit B, State University of New York General Contract Terms & Conditions.

**10. ASSIGNMENTS**

In accordance with Section 138 of the State Finance Law, this Agreement or any of its provisions shall not be assigned, delegated, transferred, conveyed, sub-let, or otherwise disposed of without the prior written consents of UNIVERSITY, SUNY, the New York State Attorney General and the New York State Office of the State Comptroller, and any attempts to assign, delegate, transfer, convey, sub-let, or otherwise dispose of this Agreement without said written consents shall be null and void.

**IN WITNESS WHEREOF**, this Agreement has been duly executed by the parties hereto as of the date hereinabove first written.

**STRATEGIC PARTNERSHIP FOR INDUSTRIAL RESURGENCE:**

**COMPANY:**

Signed \_\_\_\_\_

Signed \_\_\_\_\_

Name Michael V. Testani

Name \_\_\_\_\_

Title Director, SPIR

Title \_\_\_\_\_

**UNIVERSITY INVESTIGATOR:**

**COMPANY INVESTIGATOR:**

Signed \_\_\_\_\_

Signed \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

**UNIVERSITY REPRESENTATIVE:**

Signed \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

