



**Revised**

**MEMORANDUM**

**June 17, 2014**

**To: Members of the Board of Trustees**

**From: Nancy L. Zimpher, Chancellor**

**Subject: Child Protection Policy**

**Action Requested**

The proposed resolution adopts the Child Protection Policy for SUNY's State-operated campuses and encourages Community Colleges to incorporate the Policy's provisions into their own local policies relating to minors.

**Resolution**

I recommend that the Board of Trustees adopt the following resolution:

Whereas SUNY 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; and

Whereas SUNY System Administration has undertaken comprehensive efforts over the past two years to develop a Child Protection Policy to guide the State-operated campuses in providing programs for minors on campus and permitting third party use of campus facilities for programs involving minors; and

Whereas the comprehensive efforts undertaken to develop the Child Protection Policy included: (i) research of national best practices for the protection of children in the higher education environment; (ii) the formation of an attorney policy-drafting committee to consider national standards, best practices and legal instruments for third-party use of University facilities for activities involving minors; and (iii) the sharing of the draft Child Protection Policy and the solicitation of comments from selected state operated

campus constituencies in April 2013 and with all state-operated campuses in March 2014; and

Whereas this Child Protection Policy and the Mandatory Reporting and Prevention of Child Sexual Abuse Policy, adopted by the Board of Trustees on December 17, 2012, further SUNY's commitment to institute best practices to assist in the protection of minors on its State-operated campuses; and

Whereas the Board strongly encourages the SUNY Community Colleges to adopt similar protections and provisions of the Child Protection Policy into their own local policies relating to minors; now, therefore, be it

Resolved that the Child Protection Policy (a copy of which is on file in the Office of the Secretary) be, and hereby is, adopted; and, be it further

Resolved that the Chancellor, or designee, is authorized to set forth timelines for implementation of the provisions of the Child Protection Policy; and, be it further

Resolved that the Chancellor, or designee, is authorized to amend the Child Protection Policy from time to time as is necessary to address campus needs and incorporate emerging best practices; and, be it further

Resolved that the Community Colleges operating under the program of the State University of New York are strongly encouraged to adopt similar protections and provisions of the Child Protection Policy and incorporate them into their own local policies relating to minors; and, be it further

Resolved that Community Colleges must report to the Chancellor or designee by June 30, 2015 the actions they have taken to incorporate this child protection policy into their own local policies relating to minors.

### **Background**

An analysis of nationwide best practices for the protection of minors on campus undertaken in Summer 2012 by SUNY's Office of General Counsel and reported to the Board of Trustees resulted in the Board's adoption of a new policy entitled "Mandatory Reporting and Prevention of Child Sexual Abuse" at its December 2012 meeting. The Child Protection Policy augments the reporting

policy and reinforces the Board's commitment to instituting best practices to assist in protecting the safety and well-being of children who participate in University-related programs and activities, whether on or off campus.

Attachment

 <p>Category: Legal &amp; Compliance</p> <p>Responsible Offices: University Life and Office of General Counsel</p>	Policy Title:	Child Protection Policy
	Document Number:	<span style="background-color: yellow;">                    </span>
	Effective Date:	_____
	This policy item applies to:	State-Operated Campuses

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**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.
5. Enable, facilitate or fail to address a child's use of alcohol or illegal/non-prescribed drugs.
6. Contact a child through electronic media, including social media, for the purpose of engaging in any prohibited conduct, including sexual conduct.
7. Offer or make a gift to a child for the purpose of engaging in any prohibited conduct, including sexual conduct.
8. 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](#):  
[url: [http://www.suny.edu/sunypp/documents.cfm?doc\\_id=759](http://www.suny.edu/sunypp/documents.cfm?doc_id=759) ].
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 at: [insert link](#)) 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](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.



State University of New York at [Campus Name]

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 State University of New York at [Campus], having its principal place of business at [Campus Address] (hereinafter referred to as “SUNY Campus” and [Permittee name] a [commercial / non-commercial] organization having its principal place of business located at [address] ,hereinafter referred to as “the Permittee,” and 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 [Campus], for the duration of which the responsibility for custody, control and supervision of children is vested in Permittee; and

**WHEREAS**, SUNY [Campus] has such facilities; and

**WHEREAS**, the parties desire to enter into an agreement whereby SUNY Campus 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. SUNY Campus 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 SUNY Campus 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 SUNY Campus, the Permittee may use other areas of the SUNY Campus upon the same terms and conditions as provided herein.
4. The Permittee agrees to provide SUNY Campus with a copy of its [Incorporation Papers or Receipt of Filing as a nonprofit agency or a commercial entity filed with the Secretary

of State, or Papers Filed with the appropriate County Clerk for Conducting Business in its Name].

5. In consideration of the facilities and services to be provided by SUNY **Campus** as enumerated herein, the Permittee agrees to reimburse SUNY **Campus** 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 SUNY **Campus** to meet the requirements of the Permittee. Payment shall be made by the Permittee payable upon receipt of an official billing statement from SUNY **Campus**. The form and manner of presentation of the statement shall be mutually agreed upon by the Parties.
6. The Permittee shall be responsible for any and all damages or loss by theft or otherwise of property whether such property shall belong to SUNY **Campus** 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.
7. 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 SUNY **Campus**, after consulting with the Permittee, be deemed to be detrimental to SUNY **Campus**.
8. If in the judgment of SUNY **Campus** the activities of any personnel in any way involved in the Covered Activity should be such that SUNY **Campus**, 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 SUNY **Campus**, SUNY **Campus** may terminate this Agreement without liability of any kind whatsoever therefore, and the Permittee and all personnel so involved shall be thereupon removed from SUNY **Campus** premises.
9. 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 SUNY **Campus** 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.
10. 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 SUNY **Campus** 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.

11. The Permittee specifically agrees that this permit does not create the relationship of landlord and tenant between SUNY **Campus** and the Permittee regarding the use of the State controlled property to which this permit relates.
12. 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 SUNY **Campus**.
13. 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**.
14. 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 State University of New York at **Campus** be used by Permittee for any purpose without prior approval of the SUNY **Campus**.
15. 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, SUNY **Campus** shall hold Permittee harmless from and indemnify it for any final judgment of a court a 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.
16. The Permittee agrees to provide SUNY **Campus** 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 SUNY **Campus** facilities. The Permittee further agrees to provide the SUNY **Campus** 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 SUNY **Campus** of any cancellation of such policies, renewal policies, or new policies.

- (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 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.

*If required:*

- (c) 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.
17. 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 SUNY **Campus** 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.
18. 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](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.



TO THE PERMITTEE: [Company/Organization Name]  
[Representative Name]  
[Address]  
[Telephone]

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

24. 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
25. 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.
26. The permission hereby granted shall be effective [DATE and TIME] and may be revoked at any time without cause. Upon revocation of the permission hereby granted and notice thereof served either in person or by certified mail, return receipt requested, said Permittee shall and will promptly discontinue the use of the premises and shall thereupon remove all of its property from the premises and shall restore the premises to the same condition it was in before use by the Permittee commenced, except that this permit shall terminate [DATE and TIME] in any event, if not sooner revoked. 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.
27. [OPTIONAL] Upon execution of this permit, the Permittee agrees to pay a non-interest security deposit to SUNY Campus in the amount of 20% (Twenty Percent) of the fee amount on *Exhibit C*. The Permittee further agrees that SUNY Campus may, in its sole discretion, apply the security deposit toward repair of damages to SUNY Campus facilities. Should damages exceed the amount of the security deposit, Permittee agrees to pay for any and all additional costs of repair.
28. [OPTIONAL] The Permittee agrees that failure to timely cancel the reservation shall result in SUNY Campus retention of all or a portion of the security deposit, as provided in the Security Deposit Refund Schedule on *Exhibit C*.

IN WITNESS WHEREOF, the Permittee has caused this instrument to be sealed and signed by its duly authorized officer, and SUNY **Campus** has caused this instrument to be executed by its duly authorized officer.

STATE UNIVERSITY OF NEW YORK AT **CAMPUS**

PERMITTEE

By: \_\_\_\_\_

\_\_\_\_\_  
[Type name]

By:

[Type Name]  
Official Representative of  
Permittee or Authorized  
Designee

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Approval of the State Comptroller and Attorney General are required when the value or reasonably estimated value of the State's non-monetary consideration exceeds \$10,000. (Section 112 (3) New York State Finance Law.)

Approved as to Form:

Date \_\_\_\_\_

ERIC SCHNEIDERMAN  
Attorney General

By \_\_\_\_\_

Approved and Filed:

THOMAS P. DI NAPOLI  
NYS Office of the State Comptroller

By \_\_\_\_\_

Date \_\_\_\_\_

**EXHIBIT A**  
**State University of New York Standard Contract Clauses**

**EXHIBIT B**  
**Designated Facilities and Services**

State University of New York at **Campus**

[Permittee Name]

The following facilities and services at SUNY Campus are provided by the State University to the above-named Permittee in accordance with the terms and conditions of this Agreement.

**[Identify specific facilities to which Permittee is being given access, including ancillary supporting facilities such as specific parking lots, accessory structures, rest rooms, locker rooms, hallway access, cafeterias, etc.]**

**[Specify dates of use]**

**[Specify start time and end time]**

**EXHIBIT C**  
**Costs and Services**

State University of New York at **Campus**

[Permittee Name]

The Permittee agrees to pay SUNY **Campus** the amount of \$ \_\_\_\_\_ [Amount in Words] for the use of facilities described in Exhibit B. Payment is determined on the following basis:

**DATE(S):** \_\_\_\_\_

**USE OF FACILITIES:** Described on Exhibit B \$ \_\_\_\_\_

**START TIME / END TIME:** \_\_\_\_\_

**OVERTIME SURCHARGE:** \_\_\_\_\_ [Identify overtime hours] \$ \_\_\_\_\_

**TOTAL:** \$ \_\_\_\_\_]

**BALANCE DUE:** \$ \_\_\_\_\_

**Payable to:** State University of New York at **Campus**

**EXHIBIT D**  
**Permittee Acknowledgement of Receipt of SUNY Child Protection Policies**

**State University of New York [Campus Name]**  
**Revocable Permit Issued to [Permittee Name]**

[Permittee] acknowledges that on [date] 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 [insert Campus Police Address and Telephone].

[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 NAME

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address \_\_\_\_\_

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

**State University of New York  
Notary Acknowledgement**

**ACKNOWLEDGEMENT BY INDIVIDUAL**

STATE OF NEW YORK     )  
COUNTY OF               ) ss.:

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.

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGEMENT BY UNINCORPORATED ASSOCIATION**

STATE OF NEW YORK     )  
COUNTY OF                ) ss.:

On this \_\_\_\_\_day of \_\_\_\_\_ 20\_\_\_\_, before me personally came \_\_\_\_\_ 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.

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGEMENT BY CORPORATION**

STATE OF NEW YORK     )  
COUNTY OF                     ) ss.:

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.

\_\_\_\_\_  
Notary Public