I. PURPOSE

The purpose of this policy is to define a revocable permit and to establish guidelines for processing these types of permits for occasional use. The guidelines define State University of New York's policy for the use of University facilities and establish University at Buffalo's policy regarding responsibility for monitoring and collecting revenues.

II. SCOPE

This policy covers the occasional use of all University facilities by non-University parties. Permits are processed through Procurement Services. Long-term revocable permits are processed through University Facilities.

III. DEFINITION

Revocable Permit - official document that authorizes the short-term, occasional usage of University facilities for an on campus event by an external party. Short-term is defined as not more than twenty-nine (29) days.

IV. POLICY

It is the policy of University at Buffalo, revocable permit must be issued for the use of all University facilities by external parties. (SUNY manual, Section 008 - see attached.)

The responsibility for the compliance with the University policy is decentralized, for example - Division of Athletics for Alumni Arena, Center for the Arts for CFT School of Medicine for Sports Medicine Institute, University Facilities for such programs as Bethel Head Start.

Departments are responsible for completing forms before the event and obtaining authorized University approval.

V. SIGNATURE AUTHORIZATION

Each revocable permit shall be signed by an authorized representative of the department and must be signed by an authorized representative of the University (Asst. VP Procurement Services, etc.)
**VI. PROCESS**

A. Money or Value less than $10,000

Revocable Permit must be signed by Assistant VP of Procurement Services or University authorized representative, and a department representative. Department keeps original copy w/all signatures. Department collects and deposits money into the appropriate account. Cash collection must be in accordance with the University's cash receipt policy.

B. Revenue generated, or value more than $10,000

Permit and requisition to Purchasing for signature and processing. AC340 processed and Contract # assigned. Office of the State Comptroller (OSC) approval is required.

**VII. RESPONSIBILITY OF COLLECTION OF FUNDS AND RECORD KEEPING**

It is the responsibility of the department that generates the permit, to ensure that all funds records are kept of all transactions. These records are subject to audit.

**Attachments:**

- SUNY Policy, Section 008 - Use of facilities by non-commercial organization
- Sample revocable Permit
- Cash Receipt Procedure

**Note:**

Information is available on Procurement Services' web site: [http://www.business.buffalo.edu](http://www.business.buffalo.edu). For non-occasional users, see University Facilities.
Use of University Facilities by Non-Commercial
(Admin. Policies)

I. Purpose

To state the University policy on the use of University-controlled facilities by non-commercial organizations as approved by the State University of New York Board of Trustees and the procedures for issuing revocable permits.

II. Policy

A. To further its commitment to education, research and public service, the State University of New York supports the use of University-controlled facilities by non-commercial organizations where the purposes of such use are not provided by the University or the campus and are consistent with or in furtherance of University purposes and where such use does not infringe upon, delay or conflict with the normal operation of the University's campuses.

B. In making its facilities available to non-commercial organizations, it is the intent of the University not to compete with private business enterprises having similar facilities of adequate capacity to accommodate the needs of the organizations. Information concerning the availability of campus facilities shall be provided through appropriate channels. Public advertisements for non-commercial organization activities shall be approved by the chief administrative officer.

C. Definitions:

1. "Facilities" include University-controlled (owned or leased) land, structures, buildings, equipment and furniture.

2. "Non-commercial organizations" shall be deemed to include:
   a. Federal, State or local governmental units, departments and agencies.
   b. Business, charitable, civic, community, cultural, educational, entertainment, industrial, labor, political, professional and recreational organizations, operating on a not-for-profit basis and whose activities are consistent with and in furtherance of University purposes.

3. Organizations of the following nature shall not be governed by the terms of this policy.
   a. Auxiliary services corporations.
b. Recognized University or campus student government organizations.

c. University or campus alumni organizations.

d. University or campus related foundations.

e. Inter-campus organizations composed primarily of University employees such as the Business Officers, Purchasing Agents, Personnel Officers, Continuing Education Directors and Librarian organizations.

f. Cultural, recreational or social groups comprised of University or campus faculty and staff members or, subject to the approval of the chief administrative officer, members of their immediate families.

4. "Occasional Users" shall be deemed as those non-commercial organizations using facilities for an equivalent of not more than 29 full-time equivalent days during a State fiscal year, and which do not involve any construction upon, or modification of, University facilities.

5. "Other Users" shall be deemed as those non-commercial organizations using facilities for an equivalent of 30 or more full-time equivalent days during a State fiscal year, or which involve any construction upon, or modification of, University facilities.

6. "Chief Administrative Officer" shall mean each campus president or the president's written designee, or, for State University Central Administration facilities, the Chancellor or the Chancellor's written designee.

D. Campus support systems, such as telephone, duplicating and printing, and mail and messenger, may be provided to non-commercial organizations authorized to use University facilities under this policy where authorized by the chief administrative officer, if the campus is reimbursed for such services. Computer services may also be provided to non-commercial organizations subject to the provisions of the University policy on Computer Services.

E. Auxiliary services, such as food, legal beverages, vending machine and bookstore, shall not be provided to non-commercial organizations either directly by the campus or through the auxiliary services corporation, except as may be incidentally related to other use of facilities approved under this policy.

F. Non-commercial organizations whose purposes are to provide charitable or public benefit services, may charge an admission fee or accept donations subject to pertinent State and local laws and approval of the chief administrative officer. Where admission fees are charged or donations are accepted, the organization shall make it known in all publicity that the proceeds are for the benefit of the organization and not the State University of New York.
G. The council of each University campus, and the Chancellor or the Chancellor's designee for Central Administration facilities, shall establish policies and procedures on the use of local facilities by non-commercial organizations consistent with this policy. In recognition of individual campus circumstances, the campus policies and procedures may limit the use, or make provisions for priority use, of campus facilities by non-commercial organizations. Such procedures shall include, but not be limited to, provisions for appropriate record keeping, equipment control, security and supervision.

H. 1. Each campus shall maintain a record of the following information on Occasional Users:

   a. Name of non-commercial organization
   b. University facilities provided
   c. Number of full-time equivalent days the facilities were used
   d. Any additional costs, over and above normal operating costs, incurred as a result of the organization's use of the facilities
   e. Revenue income, if any, to cover additional costs over and above normal operating costs

2. Each campus shall maintain a record of the following information on Other Users:

   a. Revocable permit number (as assigned by the State Comptroller)
   b. Name of non-commercial organization
   c. University facilities provided
   d. Number of full-time equivalent days the facilities were used
   e. Revenue income
   f. Costs of providing the facilities
   g. Construction or modification involved, if any

I. 1. The chief administrative officer shall issue a revocable permit to each non-commercial organization authorized to use campus facilities in accordance with this policy and the campus policies and procedures.

2. Each such revocable permit shall be issued in the name of the State University of New York on behalf of the campus and the non-commercial organization and shall require that the organization:

   a. Observe established University and campus regulations and policies.
   b. Indemnify the University from any liability arising out of the actions of the non-commercial organization or its agents incidental to the use of the facilities by the organization.
c. Reimburse the University for any damage (beyond normal wear and tear) to the facilities resulting from their use.
d. Compensate the University for the use of facilities (See Section II.J. of this item).
e. Provide evidence of appropriate insurance protection or, subject to campus determination, reimburse the campus for the prorated share of insurance purchased on behalf of non-commercial organizations covering property damage, personal injury or death arising out of the use of University facilities. New York State agencies are exempt from this requirement inasmuch as the State of New York is a self-insurer.

3. Revocable permits for Other Users require the prior approval of the Vice Chancellor for Capital Facilities or his designee, in accordance with such standards as are established by such office. In addition, approval of the State Comptroller and Attorney General is required when the value or reasonably estimated value of the State’s non-monetary consideration exceeds $5,000.

J. Compensation for use of facilities:

1. Occasional Users shall compensate the University for any additional costs, over and above the normal operating costs, if any, incurred in providing facilities. The chief administrative officer may waive such compensation where the additional costs incurred are not significant or reciprocal services of an equivalent value are provided.

2. Other Users shall compensate the University for facilities in accordance with charges determined by the Vice Chancellor for Capital Facilities or his designee pursuant to standards established by the Office of Capital Facilities.

K. Income received from non-commercial organizations shall be deposited in an income fund reimbursable account approved by the University and the State Division of the Budget, with the exception of dormitory room rentals where the authorized daily rental rate per individual shall be deposited in the Dormitory Income Fund. That portion of the income which represents reimbursement for costs funded through the campus operating budget shall be transferred into the State's General Income Fund.

L. On or before May 15 of each year, the chief administrative officer shall file with the Vice Chancellor for Finance and Business a report on the use of facilities by Occasional Users, including the items specified in Section II.H.1. above.

M. The following policy statements are provided for campus guidance:
Attachment A - Statement of Use of University Facilities (for Political Purposes),
State University of New York Trustees' Resolution 56-88, as amended.

Attachment B - Religious Services on Campuses, Item 076, Policy Handbook,
State University of New York.

III. Procedures

A. The chief administrative officer, as defined above, shall issue a revocable permit
to each non-commercial organization authorized to use campus facilities.

1. Where the revocable permit is issued to an "Occasional User", generally
no further approvals are required if the "Revocable Permit" form
(Exhibit 1 of this Item) is used without change. If the Exhibit 1 form is
not used, or is modified, the proposed permit should be forwarded to
Counsel's Office for legal review. Regardless of whether the
"Revocable Permit" form is used or modified, however, approval of the
State Comptroller and Attorney General are required in all instances
where the value or reasonably estimated value of the State's non-
monetary consideration exceeds $5,000.

2. Where the permit is issued to "Other Users", the permit will require the
prior approval of the Vice Chancellor for Capital Facilities, or his
designee, in accordance with Procedures Manual Item 510. In addition,
approval by the Attorney General and the State Comptroller is required
when the value or reasonably estimated value of the State's non-
monetary consideration exceeds $5,000. Assistance in preparing
revocable permits for Other Users is available from the Capital Facilities
Office.

IV. Other References

A. The University's policy on the use of University facilities by commercial
enterprises is stated in Procedures Manual Item 007.

B. The University's policy on the use of computer equipment or services by non-
affiliated institutions and organizations is stated in Procedures Manual Item 007.1.

C. Procedures Manual Item 310, Procedures for Processing Proposed Contracts and
Contract Amendments.

D. Procedures Manual Item 510, Procedures for the Acquisition and Disposal of Real
Property Interests.

V. Authority
State University Board of Trustees Resolution dated June 27, 1979.

Memorandum to Presidents, dated October 1, 1979, from Oscar E. Lanford and Harry K. Spindler.

State University Board of Trustees Resolution No. 83-17, dated January 26, 1983.

** Chapter 386 of the Laws of 1989.

* Revised Material

** New Material 6/3/91
CASH RECEIPTS

Most of the cash transactions which occur at the University at Buffalo (UB) take place in the financial offices responsible for collecting the university's accounts receivable and for paying its bills. However, a significant number of smaller transactions are, for reasons of effective and efficient operation, handled by individuals in various operating units. Fees, charges, etc. are received and deposited by staff in university departments. While departments need the ability to handle these cash transactions, they must also accept responsibility to administer these transactions with sufficient internal controls and to advise Accounting and Budget Services (ABS) that they are handling cash transactions.

INTERNAL CONTROL PROCEDURES

CHANGE FUND

When a department collects cash frequently, a small change fund may be requested from ABS. Change funds are never to be created from cash receipts. The change fund will be issued to a departmental custodian who will be personally responsible for maintaining the fund.

Inquiries regarding the establishment of a change fund should be directed to Beth Corry, 645-5000 ext. 1337.
INTERNAL CONTROL PROCEDURES

The significant number of university departments which collect cash necessitates the decentralization of the cash receipt function. These procedures have been developed to provide an adequate internal control system.

Using this system, departments provide an accurate accounting of cash received and protect university employees who handle cash. Important aspects of this system include:

1) separation of duties
2) adequate record keeping
3) restrictive endorsement of checks
4) timely deposits
5) proper handling of refunds
6) reconciliation

A description of each follows or click on the links above to go directly to them:

1. Separation of Duties

   Proper internal control requires that different individuals be responsible for handling each aspect of the cash receipt procedure. For example, the person who receives cash does not prepare the deposit, and the person who prepares the deposit does not handle the reconciliation.

2. Recording Cash Receipts

   Cash must be recorded as soon as it is collected. Cash stolen without a record of receipt is more difficult to trace than cash that is recorded. The person recording the receipt of cash has no further involvement in cash handling, recording, depositing, or reconciliation.

   The recording of cash receipts requires the use of pre-numbered cash receipt forms, pre-numbered event tickets, or cash registers. For most departments, these three methods of recording cash are satisfactory. In some situations, alternative methods have been authorized with prior written approval of AS. For instance, a department that receives a sufficient volume of checks may be allowed, after written approval, to maintain a check log instead of completing cash receipt forms. For more information or questions on your specific needs, email Beth Corry.

   a) Receipt Forms

   All cash receipts should be recorded on receipt forms. These are printed in triplicate and are available in booklets of 100 from Financial Services.
Click here to order Cash Receipt Books

The original is given to the person making the payment, forward the OSA copy along with the receipts to Student accounts, keep the departmental copy in the book as a permanent, chronological record of the transaction. The first and second copies have the following pre-printed statement: COPY - THIS IS NOT A VALID RECEIPT. Provision is made on the receipt forms for indicating the purpose of the payment and whether it was cash, money order, or check.

If payment was made with a credit card, indicate the amount of the payment as a separate item on the receipt form. Where cash is received in person, signs should be displayed advising those making payment to request a receipt. The cash receipt form serves dual purposes, as the point of entry of amounts received, as well as support for amounts forwarded to the Office of Student Accounts (OSA). Therefore, receipt forms should be used for all types of cash including checks, charge cards, and money orders.

If it is necessary to void or cancel a receipt form, clearly mark all copies VOID to preclude reuse. The original is included with the deposit. The first and second copies remain with the receipt book.

Click here for a sample of a completed receipt form.

For the system to be effective, it is most important to account for each receipt form. Completed receipt books should be retained by the department for seven years, after which they may be discarded. The department must provide AS with a listing of completed receipt books, when new receipt books are requested. Departmental internal records must be maintained and receipt books stored so they are accessible for inspection upon audit.

b) Event Tickets

Event tickets provide an excellent method to control cash receipts generated by concerts, lectures, sporting events, etc. Event tickets are press numbered when printed and the numbers compared to the detail on the printer’s invoice when the event tickets are received. When graduated prices are offered to students, faculty/staff, and the general public, separate series of event tickets are used to account for the price differentials. Unsold event tickets require reasonable safekeeping in a vault or fireproof cabinet when not out for sale activity. Access to this area should be limited. When presented at the event, the event ticket is torn in half. One half is given to the customer and one half retained. Ticket takers at events must not be otherwise involved in the sale process.
If event tickets are distributed to multiple sellers or locations, a record of the numbers assigned is maintained and reconciled as unsold event tickets and cash receipts are returned. Also, a record of any complimentary event tickets issued should be maintained. Complimentary tickets issued to sellers/locations should be clearly marked *COMPLIMENTARY - NOT FOR RESALE*.

Sellers/locations will be given an allocation of tickets to sell, along with an inventory sheet describing the given allocation. The sellers will also be given a tally sheet to assist them in tracking any tickets sold at a discount (if applicable). At the close of sales, each seller will make a final count of the tickets remaining and subtract that from the original allocation of tickets to determine the number of tickets sold. The number sold will be multiplied by the sales price. That figure will then be adjusted for any discounted sales (per collected discount coupons and the tally sheet) if applicable. The resulting figure will be the total receipts for each seller. This figure should be equal to cash received (final cash minus starting bankroll) from the seller/location. If cash registers are utilized, a closing bankroll report should also be submitted. See next section - Cash Register for details.

After the event, a reconciliation of all event tickets is prepared comparing the cash receipts from those sold, the unsold (including returns and voids), and the complimentary with the record of event tickets printed. This reconciliation and unused event tickets are to be kept on file in the department for three years.

*Click here for examples of ticket reconciliations*

c) **Cash Register**

All departments using cash registers for recording sales are required to comply with the procedures in this section. Prior to the start of sales activity, cashiers receive bank drawers. Each cashier must count the drawer and initial a cash out sheet, acknowledging receipt. Throughout the hours of operation, the manager will have the cashiers separate cash taken in during the event from the original bank. Amounts in excess of the original bank will be recorded on the cash out sheet as picked up. Both the cashier and the manager are required to initial the pickup on the cash out sheet. The manager should bundle cash with the bills facing the same direction in proper denomination sequence. Also, the manager must complete a cash slip indicating the pickups. After the event, the cashier will prepare a final deposit which will be forwarded to the manager. The manager is required to complete a cash out sheet daily. The cash out sheet includes the following:
Customer count: the total number of customers serviced by each terminal per the register tape.

- Void: the total number of voids by terminal from the register tape.
- Beginning cash: equal to the beginning bank placed in each register, include denominations.
- Cash reading: cash figure per the register tape.
- Total cash: equal to the cash reading plus the beginning cash.
- Pickups: the amounts of money picked up from the cashiers during the event that are secured. Each time the manager makes a pickup, the cashier must initial the pickup dollar amount indicated on the cash out sheet.
- Pickup (closing): amount of cash left in the drawer at the end of the event.
- Total cash (actual): total cash (cash plus closing pickup).
- Over (short): the difference between total cash and total cash register.

Click here for an example of a cash out sheet.

3. **Restrictive Endorsement**

Checks and money orders are endorsed by the department as soon as they are received. The statement "For Deposit Only To The Account Of The University At Buffalo" must be written or stamped on the back of each check. The department name and account number must be part of the restrictive endorsement, if it does not appear on the face of the check. The endorsement is placed on the right side of the back of the check in a space not exceeding three inches from the right edge of the check. The left side of the back of the check (reverse of the check number and signature) is reserved for OSA processing.

Click for an example of how to properly endorse checks and money orders.

4. **Depositing Cash Receipts**

a) **Cash Receipts**

Prompt deposit of cash receipts is essential for security and internal control. Cash receipts are transmitted for deposit to one of the two OSA locations (see section IV). Ideally, this is done at the close of each day. If daily transmittal is not feasible because of location, or if collections are minimal and not in the form of currency or coin, transmittal may be made less frequently, but in no case less frequently than once a week. Secure undeposited cash receipts in a safe or a locked filing cabinet.

Cash receipts are never used for change, petty cash, or to make refunds.
Cash receipts are transmitted to OSA for deposit by means of the Cash Receipts Transmittal Form (TF). Blank TFs can be obtained from OSA. However, for departments making regular deposit of cash receipts, it is recommended that pre-printed, pre-numbered forms be ordered from University Print and Mail Services.

Each completed deposit sent to OSA should include the cash receipts, two adding machine tapes (or electronic spreadsheet) reconciling the cash receipts with the receipt forms and, the deposit total on the TF.

Information required on each TF includes:

- the name and address of the depositing department
- the name and telephone number of the individual preparing the deposit
- the total amount of the deposit with sub-totals for checks (including money orders), charge card receipts, U.S. currency, and coin, and Canadian currency and coin
- the numbers of the receipt forms related to the deposit (including voided forms)
- a transmittal number designated by the department which can be any alpha-numeric combination up to six characters; sequentially assigned transmittal numbers will facilitate reconciliation
- the account number to be credited or the statement, "See Attached" when more than one account is involved and a spreadsheet with account breakdown is included

For graduate application fees, identify the subsidiary account number after the 3184/3185 designation on the account number line.

The first copy of the receipt forms and the original voided receipt forms must accompany the transmittal. Send all copies of the TF to OSA, except for the departmental copy which is retained by the department for its records.

The preferred method of transporting cash receipts to OSA is personal delivery. Under no circumstances are currency or coin to be sent through campus or US mail. If cash receipts are personally delivered to OSA, a representative will verify the amount and provide a receipted copy of the TF to the individual. If cash receipts, other than currency or coin are sent to OSA via campus mail, OSA will return a receipted copy of the TF to the department once the amount has been verified and deposited.

Click here for an example of a completed TF.
Click here for common problems associated with cash receipt transactions.

b) Credit Cards

Accounting procedures for credit card transactions mirror the procedures for other forms of cash receipts (refer to previous section) with a few additions. At the close of each day, departments accepting credit cards are required to batch out credit card terminals. As terminals are batched out, information is transmitted to the bank and amounts are recorded as deposits in the university's bank account. As is consistent with the cash receipts procedures, receipt forms are to be forwarded to OSA. Note, balances transmitted to the bank must equal the receipt forms forwarded to OSA. Receipts forms should be forwarded to OSA as terminals are batched out because the bank reconciliation process becomes complex if the dates do not match. Departments are also required to maintain a log detailing the good batch (GB) number, dates, amounts, and types of transactions (MC, Visa, Discover).

Direct all questions regarding a credit card to Patti O'Farrell.

5. Refunds

In certain instances, it is appropriate to make refunds. Refunds are never to be made from cash receipts. Refunds are made by check through ABS and are obtained by writing to: Revenue Officer, Accounting Services, 418 Crofts Hall, North Campus.

Refund requests should include the account number credited on the original deposit, the number of the receipt form, and the number of the TF for the cash being refunded.

Click here for a sample refund request memo.

6. Reconciliation

Reports detailing IFR cash receipt activity are provided each month by the University Budget Office. The deposits listed on these reports should be reconciled promptly with the department's transmittals by someone not involved in any other aspect of the cash handling procedure. The separation of this responsibility from the other cash handling and reporting activities is most important. Any questions regarding items on this report should be directed to Carol Fleming at 645-5000 ext. 1318.

Click here for a sample report of receipts.
Reports detailing graduate application fee activity are provided each month by AS. The report identifies the monthly activity by the subsidiary accounts within each financial responsibility. The deposits listed on these reports should be reconciled as noted in the paragraph above. Any questions regarding items on this report should be directed to Beth Corry at 645-5000 ext. 1337.
State University of New York
Revocable Permit
Non-Commercial Organizations
Occasional Users

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 State University Plaza, Albany, New York 12246, hereinafter referred to as "State University", acting for and on behalf of the ____________, and (Incorporated, Not Incorporated), a non-commercial organization having its principal place of business located at ____________, hereinafter referred to as We Permittee.

WITNESSETH:

WHEREAS, the Permittee will be conducting an on-campus event which requires certain facilities; hereinafter referred to as the "event", and

WHEREAS, State University has such facilities available at the College, and

WHEREAS, the parties desire to enter into an agreement whereby State University will make such facilities available to the Permittee for the event

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" on the date(s) and at the times specified thereon.

1. State University 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 State University 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.

3. Upon the prior written approval by State University, the Permittee may use other areas of the College Campus upon the same terms and conditions as provided herein.

4. In consideration of the facilities and services to be provided by State University as enumerated herein, the Permittee agrees to reimburse State University in accordance with the costs or services stipulated on the Attached EXHIBIT "C" and any other extraordinary costs incurred by the College to meet the requirements of the Permittee. Payment shall be made by the Permittee upon receipt of an official billing statement from the College. The form and manner of presentation of the statement shall be mutually agreed upon by the Permittee and the College.

5. The Permittee shall be responsible for any and all damages or loss by theft or otherwise of property whether such property shall belong to State University or to others, and for injury to persons (including death) which may in any way result from the operation or conducting of the event or may be caused by any of the persons involved in the event, whether or not directly caused by the Permittee.

6. 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 event and agrees to remove any personnel involved in the event whose actions, or failure to act, shall in the sole judgment of State University, after consulting with the Permittee, be deemed to be detrimental to State University.
7. In addition to the authority of State University of New York under paragraph 21, if, in the judgment of State University, activities of any personnel in any way involved in the event should be such that State University, after consultation with the Permittee, shall determine that the continuation of the event for the then thereafter referred to as the event, for the then remaining period covered by this agreement shall be contrary to the best interest or State University, State University may terminate this agreement without liability of any kind whatsoever therefor, and the Permittee and all personnel so involved shall be thereupon removed from State University premises.

8. This agreement shall be interpreted according to the laws of the State of New York. The Permittee shall comply with established University and College 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.

9. The Permittee agrees that the issuance of this permit shall in no way diminish the statutory authorization of State University to possession, pursuant to the Education Law, of the State controlled property to which this permit relates; nor shall the dominion and control by State University over the said State property be in any way diminished.

10. The Permittee specifically agrees that this permit does not create the relationship of landlord and tenant between State University and the Permittee regarding the use of the State controlled property to which this permit relates.

11. 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 State University.

12. 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.

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 premises on the premises on which this permit is issued, nor shall the name of the State of New York or the State university of New York be used by Permittee for any purpose without prior approval of the State University.

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 event, use of facilities, its appurtenances and the surrounding grounds and hereby covenants and agrees to indemnify and hold harmless the People of 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 People of the State of New York and/or the State University of New York in connection with the claims. suits and losses, as aforesaid.

16. The Permittee agrees to provide evidence of appropriate insurance protection or, subject to campus determination, reimburse the campus for its prorated share of insurance purchased on behalf of non-commercial organizations covering properly damage, personal injury or death arising out of the use of University facilities.
17. The Permittee specifically agrees that if this permit is cancelled or terminated for any reason, the Permittee shall have no claim against the State of New York nor its officers and employees, and the State of New York, its officers and employees shall be relieved from any and all liability.

18. 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 COLLEGE:

TO THE PERMITTEE:

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

19. 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.

20. The relationship of the Permittee to State University and the State of New York arising out of this agreement shall be that of independent contractor.

21. The permission hereby granted shall continue only during the pleasure of the State University of New York 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 registered mail, 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 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.

IN WITNESS WHEREOF, the Permittee has caused this instrument to be sealed and signed by its duly authorized officer, and the State University has caused this instrument to be executed by its duly authorized officer:

By: ____________________________
Department:

By: ____________________________
Campus President or Authorized Designee

By: ____________________________
Official Representative of Permittee

(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 $5,000.) (Now $10,000. See Item 300, Section V, E.)

Approved as to Form
Date ____________________________
Attorney General
By ____________________________

Approved and Filed
Date ____________________________
State Comptroller
By ____________________________
The parties to the attached contract license lease amendment or other agreement of any kind (hereinafter "contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State where a Contractor, licensor, licensee, lessee, lessor or any other party).

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law this contract may not be assigned by the Contractor or its representatives, assignee, or any other interest therein assigned transferred, conveyed, sold or otherwise disposed of without the prior consent in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its rights to receive payment without the State's prior written consent unless the contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law, Section 350 of the State Education Law, and N Y C R I L 316, if this contract exceeds $100,000 for commodities, services, printing or construction, or if this is an amendment for any amount to a contract which is so amended, exceeds said statutory amounts, or if by this contract, the State agrees to give something other than money, when the value or reasonably estimated value of such consideration exceeds $100,000 shall not be valid effective or binding upon the State until it has been approved by the State Comptroller and filed in the Comptroller's office.

4. WORKERS COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain continuing insurance coverages for the benefit of such employees as are required to be covered by the provisions of the Workers Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law), and all other State and Local laws and regulations concerning discrimination provisions, Contractor will not discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, age, mental or physical disability. Furthermore in accordance with Section 220-A of the State Finance Law it is required that the Contractor, for the construction, alteration or repair of any public buildings, contract for the manufacture, sale or distribution of materials, equipment or supplies and to the extent that the contract shall be performed within the State of New York, Comptroller agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, or disability, exclude from the terms or conditions of any contract or subcontract made by it, including against any New York State citizen who is qualified and available to perform the work, or (d) discriminate against or intimate any employee hired for the performance of work under this contract. If this is a building service contract as defined Section 250 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, or disability, exclude from the terms or conditions of any contract or subcontract made by it, including against any New York State citizen who is qualified and available to perform the work, or (d) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined Section 250 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, or disability, exclude from the terms or conditions of any contract or subcontract made by it, including against any New York State citizen who is qualified and available to perform the work, or (d) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per violation. In accordance with Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the

7. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "The Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General or any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available at a mutually agreeable and reasonable venue within the State, for the term specified in 20 U.S.C. for the purposes of inspection, auditing, and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are specifically protected from public disclosure by the Public Officers Law (the "Statute") provided that: (i) the person who obtains any such records shall inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said Records shall be sufficiently identified; and (iii) designation of said Records as exempt under the Statute is reasonable. Nothing contained herein shall constrain or in any way affect the State's right to discover in any pending or future litigation.

8. IDENTIFICATION INFORMATION AND PRIVACY NOTIFICATION. (a) Federal Employer Identification Number and/or Federal Social Security Number. All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payer's identification number, i.e., the seller's or lessor's identification number. The number is either the Federal Employer Identification Number (commercial firms) or Federal Social security number, or both such numbers which shall be forth in the detail the reasons why such numbers include this number or numbers may delay payment. Where the payer does not have such number, or numbers, the payee, on his invoice or New York State standard voucher, must give the reason or reasons why the payer does have such number. (b) Privacy Notification. (1) The authority to request the administration of personal information from a seller or services or a lessor or real or personal property, and the authority to maintain such information, as found in Section 5 of the State Family Protection Law. This information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) Personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System, by the Director of the State Accounts, Office of the State Comptroller, AES/OS, Albany, New York 12231.

9. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. (a) In accordance with Section 312 of the Executive Law, if this contract is not a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials, or any combination of the foregoing, to be performed for, or (i) a written agreement
in excess of $100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (ii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project; then:

(1) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, or will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities, without discrimination.

Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination and rates of pay or other forms of compensation.

(2) at the request of the contracting agency, Contractor shall request each employment agency, labor union, or other organization representing workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations therein; and

(3) Contractor shall, in all solicitations or advertisements for employees, that in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(b) Contractor will include the provisions of "1", "2" and "3", above, in every subaward over $50,000.00 for the construction, demolition, replacement, major repair, renovation of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (w) goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a State entity or an agency of the State with the requirements of any federal law concerning equal employment opportunity as evidence of which evidences the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions herein duplicate or conflict with any such federal law and if such duplication or conflict exists the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict.

Contraction shall be made with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereinafter.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereto) and the terms of this Exhibit A, the terms of this Exhibit A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest due Contractor for late payment shall be governed by Article XIA of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPR"). Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as returned or undeliverable. Contractor shall promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract will be in accordance with, but not limited to, the specifications and provisions of the State Finance Law §165 (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision of the State in any public procurement contract. Certification for an exemption under this law will be the responsibility of the contractor to establish, to meet with the approval of the State. In addition, when any portion of this contract involving the use of wood, whether supply or installation, is to be performed by any subcontractor or their employees and finding credits supplied by the contractor, the State shall not consider credits as provided by any subcontractor under this law.

19. MACBRIE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles ("MFE Principles") of 1965, the Contractor agrees to stipulate that the Contractor and any individual or legal entity (a) which the contractor holds a ten percent or greater ownership interest and any individual or legal entity that holds a ten percent or greater ownership interest in the Contractor either (A) have no business operations, or

22. Notwithstanding any other provision in this contract, the hospital or other health service facility may accept grants and other funds furnished to the hospital or other health service facility provided pursuant to this contract complies with all pertinent provisions of Federal and state and local statutes, rules and regulations. In the foregoing sentence the word service shall be construed to refer to the health care services required by the hospital or other health service facility.

23. (a) In accordance with the 1980 Omnibus Procurement Act (Public Law 96-690), Contractor hereby agrees that until the expiration of four years after the furnishing of services under this agreement, Contractor shall make available upon written request to the Secretary of Health and Human Services, upon request, to the Comptroller General of the United States or any of their duly authorized representatives, copies of this contract, bids, proposals and records of the Contractor that are necessary to certify the nature and extent of the costs hereunder.

(b) If Contractor carries out any of the duties of the contract hereunder, through a subcontractor having a value or cost of $10,000 or more over a twelve-month period, such subcontract shall contain a clause to the effect that, until the expiration of four years after the furnishing of such services pursuant to such subcontract the subcontractor shall make available upon written request to the Secretary of Health and Human Services or upon request to the Comptroller General of the United States, or any of their duly authorized representatives, copies of the subcontract and books, documents and records of the subcontractor that are necessary to verify the nature and extent of the costs hereunder.

(c) The provisions of this section shall apply only to such contracts awarded after November 1, 1980, in accordance with the Health Care Financing Administration, as may be amended or modified from time to time.

THE FOLLOWING PROVISIONS SHALL APPLY ONLY TO THOSE CONTRACTS TO WHICH A HOSPITAL OR OTHER HEALTH SERVICE FACILITY IS A PARTY.
EXHIBIT B

State University of New York
Revocable Permit
Non-Commercial Organizations
Occasional Users

Name of Permittee

The following facilities and services will be provided by the College to the above-named Permittee on
___________________________ (date(s)) during the hours of ______________________ to ______________________.
EXHIBIT C

State University of New York
Revocable Permit
Non-Commercial Organizations
Occasional Users

Name of Permittee

The Permittee agrees to compensate the College in the amount of ________ for the use of the facilities described in Exhibit B. This compensation was determined on the following basis: