

**SPIR INTERNSHIP AGREEMENT**  
**BETWEEN**  
**THE RESEARCH FOUNDATION FOR THE STATE UNIVERSITY OF NEW YORK**  
**AND**  
**SPONSOR**

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

**WITNESSETH:**

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

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

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

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

1. **Scope of Internship**

The FOUNDATION agrees to use reasonable efforts to ensure that the INTERN conducts and carries out the PROJECT which will enhance the Intern’s overall educational experience through involvement of a professional nature in their area of expertise. SPONSOR and FOUNDATION may at any time amend the PROJECT. However, any amendment or changes to the terms of the PROJECT and/or this AGREEMENT shall not be binding upon the Parties unless the AGREEMENT is modified pursuant to Section 13.

## 2. **Key Personnel**

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

Any changes or replacements of the INTERN shall be made through an amendment signed by authorized representatives of the Parties.

## 3. **Responsibilities of SPONSOR**

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

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

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

3.4 SPONSOR shall timely pay compensation as required in Section 6.

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

## 4. **Responsibilities of SPIR's INTERNSHIP DIRECTOR**

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

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

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

4.4 SPIR's INTERNSHIP DIRECTOR will use reasonable efforts to ensure PROJECT objectives are met and any DELIVERABLES are provided to Sponsor. However, as set forth in Section 14 of this Agreement, UNIVERSITY and FOUNDATION does not guarantee, warrant or represent that

PROJECT objectives and deliverables will be met by the INTERN.

#### 5. **Term and Termination**

This AGREEMENT shall be effective on \_\_\_\_\_ and shall continue through \_\_\_\_\_, unless terminated sooner or extended as hereafter provided (the "Term"). Upon expiration of the Term of this Agreement or termination thereof, the PROJECT shall be deemed complete, regardless of the state of the PROJECT at the time of expiration or termination. In the event all of the PROJECT objectives and deliverables are not met at the time of expiration or termination and funds still remain available, the Parties may agree, in writing, to execute a no-cost extension to continue the PROJECT. In the event that all funds provided by SPONSOR for the PROJECT have been exhausted at the end of the Term, the Parties may agree, in writing, to execute another SPIR Internship Agreement to continue the PROJECT, subject to the availability of the SPIR's INTERNSHIP DIRECTOR and INTERN.

Either SPONSOR or FOUNDATION may terminate this AGREEMENT at any time by giving thirty (30) days written notice of termination to the other contracting Party. FOUNDATION may immediately terminate this AGREEMENT if SPONSOR fails to pay compensation required in Section 6. If the SPONSOR needs to terminate this AGREEMENT, then SPONSOR shall notify both FOUNDATION and SPIR INTERNSHIP DIRECTOR. In the event of termination, SPONSOR shall reimburse FOUNDATION for contractual commitments and financial obligations incurred by FOUNDATION in performance of this AGREEMENT prior to such termination. INTERN shall not terminate their participation without consulting the SPIR's INTERNSHIP DIRECTOR.

#### 6. **Compensation**

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

Mail to:

The Research Foundation for The State University of New York  
Office of Grants Management  
Stony Brook University  
Stony Brook, NY 11794-3366

#### 7. **Intellectual Property**

"Foreground Intellectual Property" means all proprietary rights in any invention or discovery that is conceived or reduced to practice under this Agreement, including but not limited to patent applications, patents, copyrightable works, mask works, trademarks, trade secrets, and any information embodying proprietary data, such as technical data and computer software. FOUNDATION takes no ownership in Foreground Intellectual Property.

"FOUNDATION Background IP" means property and the legal right therein of FOUNDATION developed before or independent of this AGREEMENT including inventions, patent applications,

patents, copyrights, trademarks, mask works and any information embodying proprietary data such as technical data and computer software.

Nothing in this AGREEMENT shall be construed to confer any ownership, interest, license or other rights upon SPONSOR by implication, estoppels or otherwise as to any FOUNDATION Background IP.

## **8. Assignment**

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

## **9. Notice**

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

For administrative and legal matters:  
FOUNDATION:

The Research Foundation for The SUNY  
Stony Brook University  
Office of Sponsored Programs  
Stony Brook, NY 11794-3362  
Fax: 631-632-6963  
Email: [osp\\_contracts@stonybrook.edu](mailto:osp_contracts@stonybrook.edu)

SPONSOR:

For technical matters:  
SPIR's INTERNSHIP DIRECTOR

SPONSOR's INTERNSHIP DIRECTOR

Notification of export controlled information as per Article 15 shall be delivered to:

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

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

10. **Governing Law**

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

11. **Modifications**

The Parties hereto acknowledge that this instrument sets forth the entire agreement and understanding of the Parties hereto as to the subject matter hereof, and shall not be subject to any change or modification except by the execution of a written amendment signed by the Parties hereto.

12. **Severability**

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

13. **Indemnification**

SPONSOR agrees to indemnify, defend, and hold harmless FOUNDATION, against any and all claims, damage and expenses of whatsoever nature arising from performance of PROJECT.

14. **No Warranties**

**FOUNDATION AND UNIVERSITY MAKE NO WARRANTIES, EXPRESSED OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OR PERFORMANCE OF THE INTERN IN CONDUCTING THE PROJECT, RESEARCH RESULTS, DELIVERABLES, WORK PRODUCT, OR ANY INVENTIONS, INTELLECTUAL PROPERTY, PRODUCTS OR SERVICES, WHETHER TANGIBLE OR INTANGIBLE, CONCEIVED, DISCOVERED, REDUCED TO PRACTICE, OR DEVELOPED UNDER THIS AGREEMENT, OR THE OWNERSHIP, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THE PROJECT RESEARCH, RESULTS, DELIVERABLES, WORK PRODUCT, INVENTIONS, INTELLECTUAL PROPERTY, PRODUCT OR SERVICE. NEITHER**

**FOUNDATION NOR UNIVERSITY WILL BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES SUFFERED BY THE SPONSOR OR ANY OTHER PARTIES RESULTING FROM THE PROJECT RESEARCH, RESEARCH RESULTS, DELIVERABLES, WORK PRODUCT, INVENTIONS, INTELLECTUAL PROPERTY, OR ANY PRODUCT OR SERVICE DERIVED THEREFROM.**

**15. Export Controls**

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

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

**16. Force Majeure**

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

**17. Use of Name**

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

**18. Survival**

In the event of termination of this AGREEMENT for any reason, the following sections shall survive termination: 7, 8, 9, 10, 11, 12, 13, 14, and 17.

**19. Order of Precedence**

In the event of any inconsistency between clauses 1-19 of this AGREEMENT, and the attached Exhibit A, the inconsistency should be resolved by giving precedence to clauses 1-19.

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

**THE RESEARCH FOUNDATION FOR THE SPONSOR  
STATE UNIVERSITY OF NEW YORK**

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

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

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

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

Read and understood:

SPIR's INTERNSHIP DIRECTOR

SPONSOR's INTERNSHIP DIRECTOR

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

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

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

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