

**SPIR INTERNSHIP AGREEMENT**

**BETWEEN**

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

**AND**

**SPONSOR**

Made by and between THE RESEARCH FOUNDATION OF 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, hereinafter referred to as the "FOUNDATION" acting on behalf of Stony Brook University, hereinafter referred to as the "UNIVERSITY" and Strategic Partnership for Industrial Resurgence, hereinafter referred to "SPIR" and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, with its principal office located at \_\_\_\_\_, hereinafter referred to as "SPONSOR", hereinafter referred to as the "AGREEMENT"

**WITNESSETH:**

**WHEREAS**, 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 a student to spend time working in industry under the supervision of both university faculty and professional staff at a cooperating corporation.

**WHEREAS**, SPONSOR has approved funding to support the University Internship Program;

**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 its best efforts to ensure that the Intern(s) conducts and carries out the duties set forth in Exhibit A, hereinafter referred to as the "SCOPE OF INTERNSHIP", attached hereto and made a part hereof, this AGREEMENT.

2. **Key Personnel**

SPIR'S INTERNSHIP DIRECTOR is \_\_\_\_\_. SPONSOR'S INTERNSHIP DIRECTOR is \_\_\_\_\_. SPONSOR'S INTERNSHIP DIRECTOR is responsible for providing professional-level work opportunities for interns and for providing supervision and evaluation of the intern's activities.

He/She is also responsible for informing the interns of hazards associated with the environment and the use of materials, instruments, and machines and for providing the appropriate training. Each intern will have a designated supervisor who provides training and evaluates the interns work.

Problems will be immediately brought to the attention of the faculty advisor. A brief written assessment of the intern's performance and growth by SPONSOR'S INTERNSHIP DIRECTOR will be submitted at the end of the contract period of the individual internship and the substance of this evaluation will be discussed with the intern.

SPIR'S INTERNSHIP DIRECTOR shall designate a faculty advisor for each intern. The faculty advisor is responsible for establishing the guidelines for the academic portion of the internship (i.e. case study), 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 student to discuss the nature of the intern's activities and progress on the case study.

**STUDENTS SHALL NOT INITIATE INTERNSHIP WITHOUT FULL AUTHORIZATION OF THE FOUNDATION.**

3. **Term**

This AGREEMENT shall be effective on \_\_\_\_\_ and shall continue through \_\_\_\_\_, unless terminated sooner or extended as hereafter provided.

4. **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 this amount upon execution of this AGREEMENT.

5. **Confidentiality**

It is understood that in the course of carrying out this SCOPE OF INTERNSHIP, SPONSOR and FOUNDATION may wish to share proprietary information. The parties agree to use their best efforts to prevent disclosure of information which is clearly marked as proprietary to anyone other than those individuals who have a need to know this information for purposes of carrying out their obligations in connection with this AGREEMENT. Interns may be required to sign a confidentiality compliance statement subject to approval of the FOUNDATION.

6. **Termination**

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. 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, if such financial obligations or contractual commitments cannot be canceled by the FOUNDATION. Students should not terminate their participation without consulting the SPIR's INTERNSHIP DIRECTOR.

7. **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. A party desiring to assign or transfer this AGREEMENT shall give the other party thirty (30) days prior notice of such assignment or transfer. If no reasonable objections are raised, the assignment or transfer shall be deemed to have been approved. However, an assignment or transfer shall not be deemed to be approved unless the party to which this AGREEMENT is assigned agrees in writing to be bound by the terms and conditions of this AGREEMENT.

8. **Notice**

All notices, demands, and other communications hereunder, with the exception of technical information, shall be delivered personally to the party to which it is addressed, or mailed to such party by registered or certified mail, return receipt requested, with postage thereon fully prepaid.

Said notices shall be delivered to the appropriate financial, administrative and/or technical party(ies) as identified in Exhibit B, unless notice of change of address is provided in writing to the other.

Notification of export controlled information as per Article 13 shall be delivered to:

Ivar Strand  
Assistant Vice-President for Sponsored Programs  
Office of Sponsored Programs  
The Research Foundation of State University of New York  
Stony Brook University  
Stony Brook, New York 11794-3362

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.

9. **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.

10. **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 instrument subscribed to by the parties

hereto. Neither this AGREEMENT nor any of the terms hereof may be changed, waived, or discharged except by an instrument in writing signed by the party against whom the enforcement of the change, waiver, or discharge is sought.

11. **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.

12. **Indemnification**

Both parties agree to indemnify and hold harmless the other party, against any and all claims, damage and expenses of whatsoever nature arising from, growing out of, or related to the negligence or intentional wrongdoing of the other party.

13. **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 propriety information that it discloses to intern does not contain export controlled technology or technical data identified on any US 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.

14. **Order of Precedence**

In the event of any inconsistency between clauses 1-14 of this AGREEMENT, and the attached Exhibit A, the inconsistency should be resolved by giving precedence to clauses 1-14.

**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 OF  
STATE UNIVERSITY OF NEW YORK**

**SPONSOR**

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

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

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

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