

AGREEMENT

between
Suffolk County Community College
and
Cornell Cooperative Extension Association of Suffolk County

This Agreement is made by and between Suffolk County Community College (“College”), having its principal place of business at 533 College Road Selden, New York 11784-2899 and Cornell Cooperative Extension Association of Suffolk County (“CCE-SUFFOLK”), having its principal place of business at 423 Griffing Avenue, Riverhead, New York 11901-3086 (the College and the Contractor are herein collectively referred to as the “Parties” and individually a “Party”).

RECITALS

WHEREAS, the College desires to use the facilities and animals of the Suffolk County Farm and Education Center operated by CCE-SUFFOLK for educational and training purposes for the benefit of the College’s Veterinary Science Technology students enrolled in the “Farm Animal Nursing” and the “Introduction to Animal Technology” courses (herein referred to as the “Courses”); and

WHEREAS, the CCE-SUFFOLK agrees to provide the facilities and animals as further described below for such educational purposes, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and mutual covenants outlined in this Agreement, the Parties agree as follows:

1. Term. This Agreement shall be in effect for the period of September 1, 2023 until August 31, 2026 unless terminated before that date by the provisions of this Agreement. Either of the Parties may terminate this Agreement for cause or convenience as further provided and as such terms are defined below.
 - a. Termination for Convenience: Either Party may terminate this Agreement for any or no reason, upon providing written notice of its intention to terminate to the other Party. In the event of Termination for Convenience, the Agreement shall terminate no earlier than on the last date of the academic semester of the College during which such Notice is given.
 - b. Termination for Cause. Either Party may terminate this Agreement for Cause, which shall be defined as any material breach of the Terms of this Agreement by the other Party. If either Party wishes to terminate this Agreement for cause, the terminating Party shall provide to the other Party written notice of its intent to terminate, and the reason for the termination. The other Party shall be given at least fifteen (15) days to cure the breach on which the termination is based. If the breach is not cured by the Party cited to be in breach within fifteen (15) days of the service of the notice of such

longer time period as may be specified in the notice, the Agreement will terminate on the expiration of the notice to cure the breach.

2. Fees. The College agrees to pay and CCE-SUFFOLK agrees to accept the sum of Twenty-One Thousand (\$21,000.00) Dollars annually for access to farm animals, inclusive of the feeding and maintenance of such animals by CCE-SUFFOLK. The annual sum may be paid in two installments, and the College shall make payment to CCE-SUFFOLK for one-half of the total on October 15th of each contract year and the balance shall be paid no later than on March 15th of each contract year. In the event of a termination of the Agreement whether for convenience or cause, all payments made to CCE-SUFFOLK shall remain the property of CCE-SUFFOLK, and any outstanding payments due to have been made prior to the date of termination shall continue to be due and shall be made to CCE-SUFFOLK by the College.

3. Animals and Facilities.
 - a. CCE-SUFFOLK shall provide only the facilities and animals described within this Agreement.

 - b. CCE-SUFFOLK will provide all animals necessary for the conduct of the Courses that can be accommodated within the operating constraints of the Suffolk County Farm and Education Center. During the term of this Agreement, CCE-SUFFOLK will provide, at a minimum, the following:
 - (i) Ten (10) beef cattle;
 - (ii) Two to three (2-3) dairy cattle
 - (iii) Twenty (20) sheep and goats;
 - (iv) Six (6) sows;
 - (v) At least three (3) total horses and/or ponies; and
 - (vi) Four (4) litters of piglets. CCE-SUFFOLK will make reasonable efforts to schedule births of litters for the Spring semester (April-May) based on environmental conditions and housing constraints for animal health and welfare, suited to the College curriculum in consultation with the College's Program Coordinator.

 - c. The College and CCE-SUFFOLK shall maintain ongoing communication to coordinate the scheduling of academic experience including reciprocal on-site visits and participation in faculty and staff meetings.

 - d. CCE-SUFFOLK will make available facilities for instruction, as well as conference, for faculty and students at the Farm.

 - e. During the period of this Agreement, the College may inspect CCE-SUFFOLK's premises during regular business hours to monitor the suitability of such facilities and

animals.

- f. In case of an emergency during the instruction experience, CCE-SUFFOLK will notify the College and appropriate responding agency under the circumstances and will attempt to provide temporary basic emergency care to students and faculty. With the exception of emergency care, the students and faculty will provide for their own medical care needs.
4. CCE-SUFFOLK shall indemnify and hold harmless the College and all employees and agents thereof from any and all claims, demands, damages, expenses, liability and obligations for damages, and loss arising out of injury to property arising out of any act or omission by CCE-SUFFOLK in performing this Agreement. This hold harmless and indemnification shall not apply to any claim of professional or malpractice liability in any way related to the instruction provided in the course or the performance of any other part of this Agreement. Further, this hold harmless and indemnification does not apply to the course instructors who are employees of the College and are not employees of CCE-SUFFOLK. To the extent permissible by law, the College shall indemnify and hold harmless CCE-SUFFOLK and all employees and agents thereof for those claims, demands, damages, expenses, liability and obligations for damages, and loss arising out of acts or omissions on the part of the College or its employees, or any claim of professional or malpractice liability nature. The indemnity provided by each party to the other herein should not be limited by reason of the insurance coverage of either party.

Both parties shall exchange Certificates of Insurance for \$1m in both Commercial General Liability Insurance and Professional Liability Insurance. Both parties should name each other as and Additional Insured on General Liability Insurance.

5. The College shall advise students of their responsibility to conduct themselves in accordance with policies set forth by CCE-SUFFOLK. CCE-SUFFOLK will provide each student with a copy of all such policies prior to, or at registration, and the students will be responsible for this information. CCE-SUFFOLK reserves the right to dismiss at any time any students whose condition or conduct interferes with the educational or administrative objectives of CCE-SUFFOLK. Unless unusual circumstances occur, such dismissal shall not occur without prior consultation with the College.
6. CCE-SUFFOLK shall not assign this Agreement without prior written approval of the College.
7. Ownership of equipment purchased under this Agreement as well as all publications and video productions made of or during this program shall remain with CCE-SUFFOLK Cooperative Extension of Suffolk County.
8. The parties hereto recognize that in the performance of this Agreement the greatest benefits will be derived by promoting the interests of both parties and each of the Parties does, therefore, enter into this Agreement with the intention of loyally cooperating with the other in carrying out the terms of this Agreement and each Party agrees to interpret its provisions

insofar as it may legally do so, in such a manner as will best promote the interests of both and render the highest service to the public.

9. Any notice to either party hereunder must be in writing, signed by the party giving it, and shall be served either personally or by certified mail (and in the event of mail deemed to have been made two days after the date of mailing) addressed as follows:

TO CCE-SUFFOLK:

Vanessa Lockel, Executive Director
Cornell Cooperative Extension of Suffolk County
423 Griffing Avenue
Riverhead, New York 11901-3086

TO COLLEGE:

College General Counsel
Suffolk County Community College
533 College Road- NFL 230
Selden, New York 11784-2899

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

THE PARTIES, INTENDING TO BE LEGALLY BOUND have executed this Agreement as on the date opposite their signatures.

DATED:

8/21/23

BY:

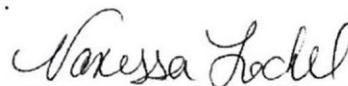


Edward T. Bonahue, President
Suffolk County Community College

DATED:

8/15/2023

BY:



Vanessa Lockel, Executive Director
Cornell Cooperative Extension
Association of Suffolk County