

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
University of Cincinnati		11/23/2010	State institution of higher education organized under Section 3361 of the Ohio Revised Code: OHIO
RECEIVING PARTY DATA			
Name:	State University of New York		
Street Address:	State University Plaza		
City:	Albany		
State/Country:	NEW YORK		
Postal Code:	12246		
Entity Type:	educational corporation organized under New York Education Law: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77395888	UCOSMIC	
CORRESPONDENCE DATA			
Fax Number:	(518)320-1541		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	518-320-1144		
Email:	geraldine.gauthier@suny.edu		
Correspondent Name:	Geraldine Gauthier, Esq.		
Address Line 1:	State University Plaza		
Address Line 2:	S-315		
Address Line 4:	Albany, NEW YORK 12246		
NAME OF SUBMITTER:		Geraldine Gauthier, Esq.	
Signature:		/Geraldine Gauthier/	

OP \$40.00 77395888

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REEL: 004619 FRAME: 0821

Date:

09/09/2011

Total Attachments: 15

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UCosmic® Agreement

This agreement (the "Agreement") is entered into this 23rd day of November, 2010 by and between the University of Cincinnati ("UC"), a state institution of higher education organized under Section 3361 of the Ohio Revised Code, having an office at 51 Goodman Dr., Suite 240, Cincinnati, OH, 45221-0829 and 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 ("State University")

WHEREAS, UC is the owner of certain rights, title and interest in the computer software as described in UC Disclosure # 108-048, entitled "Cincinnati Online System for Managing International Collaboration (COSMIC)" ("Technology") and has the right to grant exclusive licenses to use the Technology, and wishes to have this Technology utilized in the public interest; and

WHEREAS, UC owns and controls the UCosmic® mark for use in educational services, together with United States Trademark Registration No. 3,597,394 (the "Mark") and desires to sell, assign, and transfer to State University all of UC's right title and interest in the Mark and all goodwill symbolized by and associated with the business conducted under such Mark, which business is ongoing and existing; and

WHEREAS, State University desires to obtain an exclusive license to use the Technology upon the terms and conditions set forth in this Agreement; and

WHEREAS, State University desires to purchase, and accept the assignment and transfer of, all UC's right, title and interest in and to the Mark and all goodwill symbolized by and associated with the business conducted under the Mark; and

NOW THEREFORE, in consideration for the foregoing and of the mutual covenants, terms and conditions herein contained and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, the parties agree as follows:

Article 1. Definitions

- 1.1 "Code" means the object code and source code embodying the Technology.
- 1.2 "Confidential Information" means any information that is first disclosed in writing, or is first disclosed orally then later transmitted in written form, and is labeled "Confidential."
- 1.3 "Fiscal Year" means the twelve (12) month beginning July 1st and ending June 30th.
- 1.4 "Effective Date" means the date the parties agree shall be the commencement of this Agreement.
- 1.5 "End User" means a final or ultimate user of the software.
- 1.6 "Know-how" means the data and information embodied in the Technology and documentation related to the Technology.
- 1.7 "Software" means the combination of Code and Know-how.
- 1.8 "Consortium" means a consortium with the purpose of further developing the Software or a consortium which uses the Mark.



- 1.9 "Net Revenue" means:
- 1.9.1 the aggregate gross revenue derived by State University from the distribution or licensing of Software to and practice of Software for an unaffiliated third party in an arms length transaction, less credits granted on account of price adjustments, recalls, rejection or return of items previously sold, and excises, sales taxes, duties or other taxes imposed upon and paid with respect to such revenue;
 - 1.9.2 sublicense issue fees, sublicense maintenance fees, sublicense milestone payments, and similar non-royalty payments made by sublicensees pursuant to this Agreement; and
 - 1.9.3 where Software is not sold, but is otherwise disposed of, the net income derived by State University from licensing Software to and practice of Software for an unaffiliated third party in an arms length transaction and the net income of any Consortium developed by the State University, net of all expenses associated with the operation of said Consortium.
- 1.10 "Derivative Work" means computer software or other intellectual property developed by State University, which includes, or is based in whole or in part on, the Software, including, but not limited to, translations of the Software to other foreign or computer languages, adaptation of the Software to other hardware platforms, abridgments, condensations, revisions, and software incorporating all or any part of the Software which may also include State University created modifications, enhancements or other software.
- 1.11 "Parties" in singular or plural as required by the context shall mean State University and UC as each of those parties is defined herein.

Article 2. Grant of Rights

- 2.1 UC grants to the State University the exclusive, personal and non-assignable right and license to manufacture, distribute, market, vend, sell, and deal in the Software to End Users.
- 2.2 UC hereby sells, assigns and transfers to State University of New York, and its successors and assigns, its entire right, title and interest in and to: (i) the Mark; (ii) any and all goodwill symbolized by and associated with the business conducted under the Mark; (iii) all registrations for the Mark together with the portion of the business of UC to which this Mark applies, which business is ongoing and existing; (iv) all income, royalties, damages and payments in respect of the Mark which become due or payable after the Effective Date; and (v) all causes of action (either in law or in equity) and the right to sue counterclaim and recover for infringement of the Marks which occurs following the Effective Date; provided, however, that UC shall retain (a) all right, title and interest in and to any income, royalties, damages, and payments in respect of the Mark due or payable prior to the Effective Date and (b) all causes of action (either in law or equity) and the right to sue, counterclaim and recover for any infringement of the Mark which occurred prior to the Effective Date.
- 2.2.1 For purposes of clarity, if the Mark is referred to as an acronym, the "U" and the "C" in combination shall not refer to the University of Cincinnati, nor any of UC's other trademarks, trade names, service marks, or trade dress except as set forth herein.
- 2.3 UC hereby grants an exclusive license to any Derivative Works created by UC during the Term, including by work by the Principle Programmer, as defined below, under the same terms and conditions as the Software.
- 2.4 Neither this Agreement nor any interest in this Agreement may be assigned by State University without the prior express written approval of UC.



- 2.5 All licenses granted pursuant to this Article 2, Licenses Granted, are subject to a reservation of the right of UC to use the Software for non-commercial research, educational purposes and as an End User.
- 2.6 State University hereby grants to UC a non-exclusive license to any Derivative Works created by State University or otherwise obtained by State University during the Term and State University shall cause any Consortium developed by State University to grant to UC a non-exclusive license to any Derivative Works created by such Consortium or otherwise obtained by such Consortium.
- 2.7 State University further grants to UC a non-transferable non-exclusive license to use the Mark to the extent required for UC to exercise its license to the Software under Paragraph 2.5.

Article 3. Performance and Reporting

- 3.1 The Parties agree that Dan Ludwig, (the "Principal Programmer") shall be responsible for the services provided by UC to transfer and maintain UCosmic for SUNY, which are described in Exhibit B, which is attached hereto and incorporated herein (the "Services"). SUNY will compensate UC for the UC and the Principal Programmer's performance of the Services by reimbursing UC for the Principal Programmer's salary and benefits. If, for any reason, Mr. Ludwig is unable to continue to serve as the Principal Programmer, SUNY will no longer be obligated to pay for and UC will no longer be responsible to provide the Services. In such a case, SUNY would then identify a successor, to be employed directly by SUNY.
- 3.2 If State University develops a Consortium of any kind, UC shall have the option to appoint a representative to the managing or advisory board.
- 3.3 If State University develops a Consortium, which requires membership fees, then UC may become a member without paying any of the required fees.
- 3.4 No later than thirty (30) days after June 30 of each Fiscal Year, State University shall provide to UC a written annual plan describing progress on development of a Consortium, sublicensing, marketing and Net Revenue during the most recent Fiscal Year and plans for the forthcoming year (the "Progress Report"). If progress differs from that anticipated in the previous year's Progress Report, State University shall explain the reasons for the difference and propose a modified development plan for UC's review and approval. State University shall also provide any reasonable additional data UC requires to evaluate State University's performance. The Progress Report shall also include a copy of the current version of the Software.
- 3.5 State University shall keep for a period of three (3) years following the year to which such records relate, full, true, and accurate books of accounts and other records containing all information and data that may be necessary to ascertain and verify the remuneration payable to UC under this Agreement. During the Term and of a period of three (3) years following its termination, UC shall have the right to audit, or have an agent, accountant or other representative, audit such books, records and supporting data upon fifteen (15) days notice. Any audit shall be at UC's expense, except that State University shall reimburse UC for the cost of the audit in the event that UC discovers an underpayment of ten percent (10%) or more of the amount due.
- 3.6 All matters relating to this Article 3, Performance and Reporting, shall be subject to the confidentiality provisions of Article 7, Confidentiality, and shall not be used for any purpose other than in connection with the examination by UC contemplated by Article 3, nor shall any such information or material be disclosed to any person or entity other than UC's outside or in-house counsel, accountants, officers and those personnel of each having a legitimate need to know.



Article 4. Payments

- 4.1 State University agrees to pay UC a non-refundable license issue fee of fifty thousand dollars (\$50,000) thirty (30) days from the date this Agreement has been approved by the Parties and the New York State Attorney General and the Office of the State Comptroller.
- 4.2 State University shall pay to UC during the term of this Agreement a royalty of twenty-five percent (25%) of Net Revenue, for a period of ten (10) years from the Effective Date.
- 4.3 Royalty payments shall be made in net United States Dollars and made sixty (60) days after the end of the Fiscal Year. The exchange rates shall be calculated using currency exchange rates as set forth in The Wall Street Journal on the last day of the Fiscal Year.
- 4.4 In exchange for the Services, State University agrees to pay the amounts as specified in the Budget, Exhibit C. Payments for the Services shall be made to UC by the State University in U.S. dollars, 25% due and payable upon receipt of invoice thirty (30) days after execution of the agreement by both parties and the approval of the New York State Attorney General and the Office of the State Comptroller and the remainder due upon receipt of invoice quarterly. Invoices should be sent to:

Name: Kellie Dupuis
Executive Director of Business Operations and Procurement
SUNY PLAZA, Broadway
Albany, New York 122466
- 4.5 All payments due shall be made without deductions for taxes, assessments, or other charges of any kind which may be imposed on State University by the Government of the country where the transactions occur or any political subdivision thereof with respect to any amounts payable to UC pursuant to the Agreement and such taxes, assessments, or other charges shall be assumed by State University.
- 4.6 Late payments shall be subject to an interest charge according to applicable law.

Article 5. Infringement

- 5.1 Each party shall promptly report in writing to the other party during the Term any infringement or suspected infringement of any Copyright, or unauthorized use or misappropriation of the Software or related Copyrights by a third party of which it becomes aware, and shall provide the other party with all available evidence supporting said infringement, suspected infringement or unauthorized use or misappropriation at its own expense.
- 5.2 Except as provided in Paragraph 5.3, State University shall have the right to initiate an infringement suit or other appropriate action against any third party who at any time has infringed or is suspected of infringing any of the copyrights or patents protecting the Software. State University shall give UC sufficient advance written notice of its intent to initiate such action and the reasons therefore, and shall provide UC with an opportunity to make suggestions and comments regarding such action. State University shall keep UC promptly informed of the status of any such action. State University shall have the sole and exclusive right to select counsel for and shall pay all expenses of such action. UC shall offer reasonable assistance to State University in connection therewith at no charge to State University except for reasonable out-of-pocket expenses. State University may settle any such action subject to prior written approval by UC. Any damages, profits or awards of whatever nature recovered from such action shall be treated as Net Revenue under this Agreement after State University has been compensated for its reasonable costs in handling such action.



- 5.3 In the event that State University does not within six (6) months (a) secure cessation of the infringement, or (b) enter suit against the infringer, or (c) provide UC with evidence of the pendency of a bona fide negotiation for the acceptance by the infringer of a sublicense, UC shall thereafter have the right but not the obligation to convert State University's exclusive license hereunder to a non-exclusive license and/or to take action against the infringer at UC's own expense. State University shall offer reasonable assistance to UC in connection with such action at no charge to UC except for the reimbursement of reasonable out-of-pocket expenses. Any damages, profits or awards of whatever nature recovered from such action shall belong solely to UC.

Article 6. Termination

- 6.1 This Agreement will become effective on the Effective Date and will continue for ten (10) years from the Effective Date unless terminated earlier pursuant to the terms of this agreement (the "Term"). This Agreement may not be terminated by either party except in accordance with this Article 6, Termination.
- 6.2 The parties may mutually agree to terminate this agreement in writing or in the event that the other party materially fails to perform any of its material obligations hereunder and such failure is not remedied within thirty (30) days after written notice of such failure from the party alleging such failure.
- 6.3 Termination or expiration of this Agreement shall not extinguish any of State University's or UC's obligations under this Agreement (including, but not limited to, the obligation to pay royalties provided that such royalties are earned by the State University) which by their nature are intended to for a period of ten (10) years from the Effective Date.
- 6.4 This Agreement will terminate automatically, with no further act or action of either party, if a receiver is appointed for either party or its property, either party makes an assignment for the benefit of its creditors, any proceedings are commenced by, for or against either party under any bankruptcy, insolvency for debtor's relief law, or either party is liquidated or dissolved.
- 6.5 Upon termination, State University shall provide UC with:
- 6.5.1 The right to access any regulatory information related to the Software filed with any US or foreign government agency.

Article 7. Confidentiality

- 7.1 Each party hereto shall maintain the Confidential Information of the other party in confidence, and shall not disclose or otherwise communicate such Confidential Information to others, or use it for any purpose except pursuant to, and in order to carry out, the terms and objectives of this Agreement, and hereby agrees to exercise every reasonable precaution to prevent and restrain the unauthorized disclosure of such Confidential Information by any of its directors, officers, employees, consultants or agents.
- 7.2 The provisions of Paragraph 7.1 shall not apply to any Confidential Information disclosed hereunder which:
- 7.2.1 Either was or will be lawfully disclosed to the recipient by an independent third party rightfully in possession of the Confidential Information; or
- 7.2.2 Either has been or will be published or generally known to the public or otherwise through no fault or omission by any of the parties; or



- 7.2.3 Was independently known to the recipient prior to receipt from the disclosing party, as demonstrably documented in written records of the recipient; or
- 7.2.4 Is required to be disclosed by any of the parties to comply with applicable laws, to defend or prosecute litigation or to comply with governmental regulations, provided that such party takes reasonable and lawful actions to avoid and/or minimize the degree or such disclosure.

Article 8. Hierarchy of Precedent

- 8.1 In the event there is any controversy about the terms of this Agreement and Exhibit A, which is attached hereto and incorporated herein, Exhibit A shall take priority with the exception of Articles 14 and 16 of Exhibit A which are not applicable to this Agreement.

Article 9. Marking

- 9.1 State University shall maintain and place on any copy of the Software which it reproduces, whether for internal use or for distribution to End Users, all such notices as are authorized and/or required hereunder. State University shall use the following notice, or such other reasonable notice as UC shall from time to time require, on each copy of the Software. Such notice shall be loaded in the computer memory for use, display, or reproduction and shall be embedded in Code, in the video screen display, on the physical medium embodying the Software copy, and on any documentation and End User reference manuals: "Copyright © 2006-2010, University of Cincinnati, Ohio. All Rights Reserved."

Article 10. Miscellaneous

- 10.1 Any notice required or permitted under this Agreement shall be sufficiently made or given on the date of mailing if in writing and sent to such party by registered or certified mail, postage prepaid or an overnight courier with signature required, addressed to it at its address below, or as it shall designate by written notice given to the other party.

In the case of UC:
 Director of Intellectual Property
 University of Cincinnati
 P.O. Box 210829
 Cincinnati, OH 45221-0829

In the case of State University:
 Kellie Dupuis
 Executive Director of Business
 Operations and Procurement SUNY
 PLAZA, Broadway, Albany, New York
 12246

- 10.2 If one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.
- 10.3 No waiver by either party of any rights hereunder shall be valid unless it shall be in writing signed by that party. The omission by either party to insist upon strict performance of any provision of the Agreement shall not be construed as a waiver of such provision.
- 10.4 State University shall not use the name or trademarks of UC nor the names of any of its employees nor any adaptation thereof in any advertising, promotional or sales literature without prior written consent obtained from UC in each case, except that State University shall give appropriate credits in professional journals and publications.
- 10.5 UC reserves the right to publish the results of its research performed hereunder. UC will not publish any bona fide proprietary or trade secret information of the State University, to the



extent that such information has been clearly identified in writing as "Confidential" upon its provision to UC by the State University.

- 10.6 It is understood that UC is subject to United States laws and regulations controlling the export of technical data, computer program, laboratory prototypes and other commodities (including *inter alia* the Arms Export Control Act, as amended and the Export Administration Act of 1979 as amended), and that its obligations hereunder are contingent on compliance with all applicable United States export laws and regulations. The transfer of certain technical data and/or commodities may require a license from the cognizant agency of the United States Government and/or written assurance by State University that State University shall not export data or commodities to certain foreign countries without prior approval of such agency. UC neither represents nor warrants that a license shall not be required nor that, if required, it shall be issued. In any event, State University specifically agrees not to export or re-export any information and/or technical data and/or products in violation of any applicable USA laws and/or regulations.
- 10.7 This License constitutes the entire agreement between the parties with respect to the use of the Software licensed hereunder and supersedes all prior or contemporaneous understandings regarding such subject matter. No amendment to or modification of this License will be binding unless in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their properly and duly authorized officers or representatives as of the Effective Date of this Agreement.

University of Cincinnati, ("UC")

By: _____

Name: Geoffrey Pinski

Title: Director, Office of Entrepreneurial
Affairs and Technology Commercialization

Date: _____

State University of New York, ("State
University")

By: _____

Name: Kellie Dupuis

Title: Executive Director of Business Operations
and Procurement

Date: _____



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, whether a Contractor, licensor, licensee, lessor, lessee 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. Prohibition against Assignment. Except with the assignment of its right to receive payment subject to Article 5-A of the State Finance Law, the vendors(s) selected to perform the services herein will be prohibited from assigning, transferring, conveying or disposing its rights, title or interest in the contract to be awarded without the prior written consent of SUNY. Provided however that SUNY may with the concurrence of the New York Office of State Comptroller, waive prior written consent of the assignment, transfer, conveyance, sublease or other disposition of the contract if the vendor verifies to SUNY that the assignment, transfer, conveyance, sublease or other disposition is due to but not necessarily limited to, a reorganization, merger or consolidation of its business or enterprise. SUNY retain the right, as provided in Section 138 of the State Finance Law to accept or reject an assignment, transfer, conveyance, sublease or other disposition of the contract by the vendor. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law, Section 355 of the State Education Law, and § NYCRR 316, (a) for a State University campus or health care facility certified by the Vice Chancellor and Chief Financial Officer, if this contract exceeds \$250,000 for commodities, services, printing or construction, or (b) for a State University campus not certified by the Vice Chancellor and Chief Financial Officer, if this is a contract for commodities, services, printing or construction which exceeds \$50,000 or which exceeds \$75,000 by a State University health care facility not certified by the Vice Chancellor and Chief Financial Officer, or (c) if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amounts, or (d) if, by this contract, the State agrees to give something other than money, when the value or reasonably estimated value of such consideration exceeds \$10,000, it 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 coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law), and all other State and Federal statutory and constitutional non-discrimination provisions, Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) 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 230 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, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) 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 day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a 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 employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

7. NON-COLLUSIVE BIDDING REQUIREMENT. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based on the submission of competitive bids: (a) by submission of its bid, Contractor (Bidder) certifies, and each person signing on behalf of the Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief: (1) the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices, with any other bidder or with any competitor; (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not be knowingly disclosed by the Bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award nor shall any award be made where (a) (1), (2) and (3) above have not been complied with; provided however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of

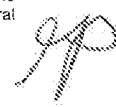
its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. 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 and 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 above 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 exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely 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 diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING 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 payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of 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) The 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 Accounting Operations, Office of the State Comptroller, AESOB, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. (a) In accordance with Section 312 of the Executive Law, if this contract is: (i) 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 rendered or furnished to the contracting agency; or (ii) 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 (iii) 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, and 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, upgradings, 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 authorized representative of 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 state, 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 subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design 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: (i) work, 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 contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof 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. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) 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 to be paid to Contractor for late payment shall be governed by Article 11-A 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 ("CPLR"), 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 refused or undeliverable. Contractor must 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 award will be in accordance with, but not limited to, the specifications and provisions of 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 or public benefit corporation. Qualification 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 woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 of the State Finance Law. Any such use must meet with the approval of the State, otherwise, the bid may not be considered responsive. Under bidder certification, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MacBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with Section 165(5) of the State Finance Law, the Contractor hereby stipulates that the Contractor and any individual or legal entity in 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 in Northern Ireland, or (B) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165(5) of the State Finance Law), and shall permit

independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992.

(a) In accordance with the Omnibus Procurement Act of 1992, it is the policy of NYS to encourage the use of NYS contractors and suppliers, and to promote the participation of minority- and women-owned businesses where possible, in the procurement of goods and services. Information concerning the availability of NYS subcontractors and suppliers is available from the NYS Dept. of Economic Development, which shall also include the Directory of Certified Minority- and Women-owned Businesses.

(b) Subsequent to award of procurement contracts in an amount estimated to be \$1,000,000 or more, contractors will be required to document their efforts to encourage the participation of NYS business enterprises as suppliers and subcontractors by showing that they have (i) solicited bids in a timely and adequate manner from NYS business enterprises including certified minority- or women-owned businesses, or (ii) contacted the NYS Dept. of Economic Development to obtain listings of NYS business enterprises, or (iii) placed notices for subcontractors or suppliers in newspapers, journals or other trade publications distributed in NYS, or (iv) participated in bidder outreach conferences. If a contractor determines that NY business enterprises are not available to participate in such contract, the contractor shall provide a statement indicating the method by which such determination was made. If a contractor does not intend to use sub-contractors, the contractor shall provide a statement verifying such intent. Contractors shall also attest to compliance with the Federal Equal Employment Opportunity Act of 1972 (P.L. 92-261), as amended, and document efforts to provide notification to NYS residents of employment opportunities through listing any positions with the Community Services Division of the NYS Dept. of Labor, or provide for such notification in such manner as is consistent with existing collective bargaining agreements.

(c) Bidders located in foreign countries are notified that SUNY may assign or otherwise transfer offset credits created by any procurement contract of \$1,000,000 or more to third parties located in New York State.

21. RECIPROCITY AND SANCTIONS

PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act of 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. Contact the Department of Economic Development, Division for Small Business, 30 South Pearl Street, Albany, New York 12245, for a current list of jurisdictions subject to this provision.

22. PURCHASES OF APPAREL. In accordance with State Finance Law Section 162(4-a), the State shall not purchase any apparel from any vendor unable or unwilling to provide documentation as part of its bid (i) attesting that such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) stating, if known, the names and addresses of each subcontractor and all manufacturing plants to be utilized by the bidder.

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

23. Notwithstanding any other provision in this contract, the hospital or other health service facility remains responsible for insuring that any service provided pursuant to this contract complies with all pertinent provisions of Federal, state and local statutes, rules and regulations. In the foregoing sentence, the word "service" shall be construed to refer to the health care service rendered by the hospital or other health service facility.

24. (a) In accordance with the 1980 Omnibus Reconciliation Act (Public Law 96-499), 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, or upon request, to the Comptroller General of the United States or any of their duly authorized representatives, copies of this contract, books, documents 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 subcontract 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 of such subcontract.

(c) The provisions of this section shall apply only to such contracts as are within the definition established by the Health Care Financing Administration, as may be amended or modified from time to time.

I. DEFINITIONS. The following terms shall be defined in accordance with Section 312 of the Executive Law:

STATE CONTRACT herein referred to as "State Contract", shall mean (i) 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 rendered or furnished to the contracting agency; or (ii) 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 (iii) 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. For purposes of this agreement, the term "services" shall not include banking relationships, the issuance of insurance policies and contracts, or contracts with a contracting agency for the sale of bonds, notes or other securities.

SUBCONTRACT herein referred to as "Subcontract", shall mean any agreement providing for a total expenditure in excess of \$25,000 for construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon between a contractor and any individual, partnership, corporation, or not-for-profit corporation, in which a portion of a contractor's obligation under a State Contract is undertaken or assumed, but shall not include any construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon for the beneficial use of contractor.

WOMEN-OWNED BUSINESS ENTERPRISE herein referred to as "WBE", shall mean a business enterprise, including a sole proprietorship, partnership, or corporation that is: (a) at least fifty-one percent owned by one or more United States citizens or permanent resident aliens who are women; (b) an enterprise in which the ownership interest of such women is real, substantial and continuing; (c) an enterprise in which such women ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise; and (d) an enterprise authorized to do business in this State and independently owned and operated.

MINORITY-OWNED BUSINESS ENTERPRISE herein referred to as "MBE", shall mean a business enterprise, including a sole proprietorship, partnership, or corporation that is: (a) at least fifty-one percent owned by one or more minority group members; (b) an enterprise in which such minority ownership interest is real, substantial and continuing; (c) an enterprise in which such minority ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise; and (d) an enterprise authorized to do business in this State and independently owned and operated.

MINORITY GROUP MEMBER shall mean a United States citizen or permanent resident alien who is and can demonstrate membership in one of the following groups: (a) Black persons having origins in any of the Black African racial groups; (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American of either Indian or Hispanic origin, regardless of race; (c) Native American or Alaskan native persons having origins in any of the original peoples of North America; (d) Asian and Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or Pacific Islands.

CERTIFIED BUSINESS shall mean a business verified as a minority or women-owned business enterprise pursuant to section 314 of the Executive Law.

II. TERMS. The parties to the attached State Contract agree to be bound by the following provisions which are made a part hereof (the word "contractor" herein refers to any party other than the State University):

1. As a pre-condition for the award of any State Contract, contractor agrees to submit an Equal Employment Opportunity (EEO) Policy Statement which conforms with the following provisions:

(a) Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and 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, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

(b) At the request of State University, contractor shall request each employment agency, labor union, or authorized repre-

sentative of 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 contractor's obligations therein.

(c) Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of 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.

(d) Contractor will include the provisions of "a", "b" and "c", above, in every Subcontract over \$25,000.00.

2. Contractor shall indicate whether it is able to separate out from its entire work force that portion of its work force which will be utilized in the performance of this State Contract.

3. For State Contracts which provide labor, services, supplies, equipment or materials, as defined above, contractor must provide a Staffing Plan of the anticipated work force to be utilized on the State Contract broken down by specified ethnic background, gender, and Federal Occupational Categories, or other appropriate categories which the agency may specify.

4. For contractors who are unable to separate the portion of their work force which will be utilized for the performance of this State Contract, contractor shall provide reports describing its entire work force by the specified ethnic background, gender, and Federal Occupational Categories, or other appropriate categories which the agency may specify.

5. If contractor fails to provide a staffing plan, or in the alternative, a description of its entire work force, State University may reject contractor's bid, unless contractor either commits to provide such information at a later date or provides a reasonable justification in writing for its failure to provide the same.

6. After the State Contract has been awarded, contractor shall provide a Utilization Report which breaks down and describes contractor's and every subcontractor's work force by specified ethnic background, gender, and Federal Occupational Categories. The prime contractor shall be responsible for collecting reports from its subcontractors and

providing such reports to State University. For State Contracts for construction, the Utilization Report shall be completed using the number of hours worked for each relevant job title within the Federal Occupational Categories. During the term of State Contract, construction contractors must provide a Utilization Report on a monthly basis; contractors providing labor, services, supplies, equipment or materials, who are unable to separate out their work force must provide Utilization reports on a semi-annual basis; all other contractors must provide Utilization Reports every three months.

7. Contractor shall provide State University reports of its compliance with the terms of Article 15-A of the Executive Law as may be required by State University.

8. PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN. State University shall determine whether contractor has made conscientious and active efforts to employ and utilize minority group members and women to perform this State Contract based upon an analysis of the following factors:

(a) Whether contractor established and maintained a current list of recruitment sources for minority group members and women, and whether contractor provided written notification to such recruitment sources that contractor had employment opportunities at the time such opportunities became available.

(b) Whether contractor sent letters to recruiting sources, labor unions, or authorized representatives of workers with which contractor has a collective bargaining or other agreement or understanding requesting assistance in locating minority group members and women for employment.

(c) Whether contractor disseminated its EEO policy by including it in any advertising in the news media, and in particular, in minority and women news media.

(d) Whether contractor has attempted to provide information concerning its EEO policy to subcontractors with which it does business or had anticipated doing business.

(e) Whether internal procedures exist for, at a minimum, annual dissemination of the EEO policy to employees, specifically to employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions. Such dissemination may occur through distribution of employee policy manuals and handbooks, annual reports, staff meetings and public postings.

(f) Whether contractor encourages and utilizes minority group members and

women employees to assist in recruiting other employees.

(g) Whether contractor has apprentice training programs approved by the N.Y.S. Department of Labor which provides for training and hiring of minority group members and women.

(h) Whether the terms of this section have been incorporated into each Subcontract which is entered into by the prime contractor.

9. PARTICIPATION BY MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES. Based upon an analysis of the following factors, the State University shall determine whether contractor has made conscientious and active efforts to provide for meaningful participation by minority-owned and women-owned business enterprises which have been certified by DMWBD:

(a) Whether contractor has actively solicited bids for Subcontracts from qualified M/WBEs, including those firms listed on the Directory of Certified Minority and Women-Owned Business Enterprises, and has documented its efforts, including names and addresses of firms contacted, and the reasons why any such firm was not selected to participate on the project.

(b) Whether contractor has attempted to make project plans and specifications available to firms who are not members of associations with plan rooms and reduce fees for firms who are disadvantaged.

(c) Whether contractor has utilized the services of organizations which provide technical assistance in connection with M/WBE participation.

(d) Whether prime contractor has structured its subcontracts so that opportunities exist to complete smaller portions of work.

(e) Whether contractor has encouraged the formation of joint ventures, partnerships, or other similar arrangements among subcontractors.

(f) Whether contractor has requested the services of the Department of Economic Development (DED) and Job Development Authority (JDA) to assist subcontractors' efforts to satisfy bonding requirement.

(g) Whether contractor has made progress payments promptly to its subcontractors.

(h) Whether the terms of this section have been incorporated into each Subcontract which is entered into by the prime

contractor.

It shall be the responsibility of prime contractor to ensure compliance by every subcontractor with these provisions.

10. GOALS. (a) GOALS FOR MINORITY AND WOMEN WORK FORCE PARTICIPATION. (i) State University shall include relevant work force availability data, which is provided by the N.Y.S. Department of Economic Development the Division of Minority and Women's Business Development, in all documents which solicit bids for State Contracts and shall make efforts to assist contractors in utilizing such data to determine expected levels of participation for minority group members and women on State Contracts.

(ii) Contractor shall exert good faith efforts to achieve such goals for minority and women's participation. To successfully achieve such goals, the employment of minority group members and women by contractor must be substantially uniform during the entire term of this State Contract. In addition, contractor should not participate in the transfer of employees from one employer or project to another for the sole purpose of achieving goals for minority and women's participation.

(b) GOALS FOR MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES PARTICIPATION. For all State Contracts in excess of \$100,000.00 whereby State University is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon, Contractor shall exert good faith efforts to achieve a participation goal of three-percent (3%) for Certified Minority-Owned Business Enterprises and three-percent (3%) for Certified Women-Owned Business Enterprises.

11. ENFORCEMENT. State University will be responsible for enforcement of each contractor's compliance with these provisions. Contractor, and each subcontractor, shall permit State University access to its books, records and accounts for the purpose of investigating and determining whether contractor or subcontractor is in compliance with the requirements of Article 15-A of the Executive Law. If State University determines that a contractor or subcontractor may not be in compliance with these provisions, State University may make every reasonable effort to resolve the issue and assist the contractor or subcontractor in its efforts to comply with these provisions. If State University is unable to resolve the issue of noncompliance, State University may file a complaint with the Division of Minority and Women's Business Development (DMWBD).

Exhibit B

Services

Principal Programmer will be responsible for:

- the design of software solutions for UCosmic consortium members including implementing source code, developing user manuals and overseeing the training and work flow of other application analysts provided by consortium members;
- assigning development tasks to consortium analysts, catalogue team hours spent writing code, and assigns code reviews of completed work to increase software quality;
- meeting with developers regularly to keep updated on the status of UCosmic projects;
- ensuring that the UCosmic database servers and associated software systems' data is secure, protected from theft, corruption, and other types of loss;
- approving or denying proposed database schemas, and serve as a consultant to consortium analysts who need assistance in designing "correct" schemas;
- administering web & application servers for consortium member computer networks;
- maintaining the hardware and server relationship which including;
- ensuring data integrity and separation for staging and production;
- deploying database schema changes to the database servers;
- ensuring the separation of application hosting environments (staging and production)
- deploying software application changes to the web servers.



Exhibit C, Budget

Grants / Contracts 5 Year Budget

SUNY
Dan Ludwig
07/01/10 thru 06/30/15
Titled: UCOSMIC

Sponsoring Agency : SUNY
Principal Investigator : Dan Ludwig
Period : 07/01/10 thru 06/30/15

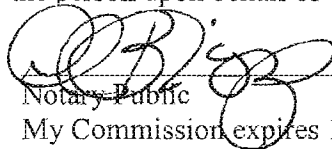
	Year 1	Year 2	Year 3	Year 4	Year 5	CUMULATIVE
A. Salaries						
Senior Personnel						
PI Dan Ludwig	70,505	72,620	74,799	77,043	79,354	374,321
App'l Type						
% Effort	100.00%	100.00%				
Salary	\$ 70,505					
Subtotal:	70,505	72,620	74,799	77,043	79,354	374,321
C. Fringe Benefits						
Exempt Staff						
% Effort	37.90%	38.40%				
Salary	26,721	27,886	29,097	30,355	31,662	145,721
Fringe Benefits Subtotal:	26,721	27,886	29,097	30,355	31,662	145,721
Total Salaries and Fringe Benefits :	97,226	100,506	103,896	107,398	111,016	520,042
TOTAL DIRECT COSTS:	97,226	100,506	103,896	107,398	111,016	520,042
<i>Facilities and Administrative Cost Base:</i>	97,226	100,506	103,896	107,398	111,016	520,042
Facilities and Administrative Costs Calculation:						
F&A Cost (on MTDC):	14,584	15,076	15,584	16,110	16,652	78,006
Total F&A Cost :	14,584	15,076	15,584	16,110	16,652	78,006
Total Cost	111,810	115,582	119,480	123,508	127,669	598,049

11/3/2010, 4:12 PM

File : 5 Year

State of Ohio
County of Hamilton } ss.:

On November 23, 2010 before me, the undersigned, personally appeared Geoffrey Pinski, Director, Office of Entrepreneurial Affairs and Technology Commercialization of the University of Cincinnati personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public
My Commission expires 19 January 2015



State of New York
County of Albany } ss.:

On _____, 2010 before me, the undersigned, personally appeared Kellie Dupuis, Executive Director of Business and Procurement of the STATE UNIVERSITY OF NEW YORK, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

PROCUREMENT LOBBYING ACT PROCEDURE

State Finance Law §§139-j and 139-k, enacted by Ch. 1 L. 2005, as amended by Ch. 596 L. 2005, effective January 1, 2006, regulate lobbying on government procurement, including procurements by State University to obtain commodities and services and to undertake real estate transactions.

Generally, the law restricts communications between a potential vendor or a person acting on behalf of the vendor, including its lobbyist, to communications with the officers and employees of the procuring agency designated in each solicitation to receive such communications. Further, the law prohibits a communication (a "Contact") which a reasonable person would infer as an attempt to unduly influence the award, denial or amendment of a contract. These restrictions apply to each contract in excess of \$15,000 during the "restricted period" (the time commencing with the earliest written notice of the proposed procurement and ending with the later of approval of the final contract by the agency, or, if applicable, the State Comptroller). The agency must record all Contacts, and, generally, must deny an award of contract to a vendor involved in a knowing and willful Contact. Each agency must develop guidelines and procedures regarding Contacts and procedures for the reporting and investigation of Contacts. The agency's procurement record must demonstrate compliance with these new requirements.

Accordingly, neither a potential vendor nor a person acting on behalf of the vendor should contact any individual at State University other than the person designated in this solicitation as State University's Designated Contact, nor attempt to unduly influence award of the contract. State University will make a record of all Contacts, and such records of Contact will become part of the procurement record for this solicitation. A determination that a vendor or a person acting on behalf of the vendor has made intentionally a Contact or provided inaccurate or incomplete information as to its past compliance with State Finance Law §§139-j and 139-k is likely to result in denial of the award of contract under this solicitation. Additional sanctions may apply.

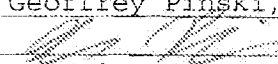
The University's Procedures are available at:
http://www.suny.info/policies/groups/public/documents/policies/pub_suny_pp_039630.htm

Please complete the following:

- 1. As defined in State Finance Law §§ 139-j (1)(a), has a governmental agency made a determination of non-responsibility with respect to the Offeror within the previous four years where such a finding was due to a violation of State Finance Law §§ 139-j or the intentional provision of false or incomplete information with respect to previous determinations of non-responsibility? NO YES If yes, attach explanation
- 2. Has a governmental entity terminated or withheld a procurement contract with the Offeror because of violations of State Finance Law §§ 139-j or the intentional provision of false or incomplete information with respect to previous determinations of non-responsibility? NO YES If yes, attach explanation

CERTIFICATION:

By signing below the Bidder affirms and certifies that it: (1) has reviewed and understands the Policy and Procedure of SUNY, related to SFL §§ 139-j and 139-k, (2) agrees to comply with SUNY's procedure relating to Contacts with respect to this procurement, and (3) has provided information that is complete, true, and accurate with respect to SFL §§ 139-j and 139-k. Bidder understands that SUNY reserves the right to terminate any resulting contract in the event it is found that the certification filed by the Bidder in accordance State Finance Law §§139-j and 139-k was intentionally false or intentionally incomplete. Upon such finding, SUNY may exercise its termination right by providing written notification to the Bidder in accordance with the written notification terms of the contract.

Firms Name and Address:	University of Cincinnati, 51 Goodman Dr., Suite 240, Cincinnati, OH 45221-0829
FEIN #:	31-6000989
Telephone Number: () -	(513) 558-6293
Fax Number: () -	(513) 558-2296
Email Address:	geoffrey.pinski@uc.edu
Bidder's Name and Title:	Geoffrey Pinski, Director, OEATC
Bidder's Signature:	
Date:	December 1, 2010