

**License Agreement – Eastern Campus  
of Suffolk County Community College  
Adelphi University**

**Amendment No. 1  
License Agreement**

This is the first Amendment to the License Agreement (“License” or “Agreement”), last dated April 5, 2022, between Suffolk County Community College (College), having its principal office at 533 College Road, Selden, New York 11784-2899, a community college established pursuant to New York State Education Law, under the sponsorship of the County of Suffolk, a municipal corporation of the State of New York, and

Adelphi University (AU), having its principal office at 1 South Avenue, Garden City, New York 11530.

Whereas, pursuant to the Agreement, AU licenses from the College certain classroom and office space located on the College’s Eastern Campus in Riverhead, NY, for the purpose of providing graduate-level and upper division undergraduate courses to its students in the discipline of Social Work, and

Whereas, the parties wish to amend the Agreement to modify certain provisions of the Agreement for the 2022-2023 academic year to reflect AU’s usage of office space only.

Now, therefore, in consideration of the promises and the mutual covenants and conditions herein contained, it is agreed by and between the parties hereto as follows:

1. For the period **August 1, 2022 – July 31, 2023**, AU shall be authorized to utilize the below identified office. No classroom space will be utilized.

**Orient Point Building**

Room No. 117, furnished with a desk, chair and telephone. A docking station for use with an AU laptop will be provided, together with a keyboard, mouse and monitor. Internet access is required. Keys for the office will be provided.

2. The days and hours of use for said office shall be **Mondays and Wednesdays, 11:00am – 7:00pm.**
3. The fee for the usage of said office shall be **\$9,600.00**, payable to the College by November 15, 2022 at:

Suffolk County Community College  
ATTN: Business and Financial Affairs Office  
533 College Road, NFL232  
Selden, New York 11784

4. All other terms and conditions of the Agreement, not inconsistent herewith, shall remain in full force and effect. All terms used in this amendment and not otherwise defined shall have the meanings set forth in the Agreement. If there shall be any contradictions or inconsistencies between the Agreement and this amendment, the provisions of this amendment shall control.

In Witness Whereof, the parties hereto have executed this Amendment No. 1 to the License Agreement as of the last date written below.

Adelphi University

*Lisa Fleming*

By: Lisa Fleming  
CFO

Date: 10/28/22

Suffolk County Community College

*Dr. Edward T. Bonahue*

By: Dr. Edward T. Bonahue, Ph.D.  
President

Date: 10/31/22

**License Agreement between  
Suffolk County Community College and  
Adelphi University**

**This License Agreement** (“License” or “Agreement”) is between **Suffolk County Community College (College)**, having its principal office at 533 College Road, Selden, New York 11784, a community college established pursuant to New York State Education Law, under the sponsorship of the County of Suffolk, a municipal corporation of the State of New York; and

**Adelphi University (AU)**, having its principal office at 1 South Avenue, Garden City, New York 11530.

AU desires to license from the College certain classroom(s) and office space located on the Eastern Campus in Riverhead, New York, to permit AU’s usage thereof for educational and academic purposes during approved hours of operation.

**Term of License**                      The term shall be for two years, from August 1, 2022 through July 31, 2024. Said term may be renewed for additional two-year periods upon the mutual written consent of the parties.


**Cost of License:**                      \$25,000 per year, due and payable in full no later than August 1 of each year of the term.


**Terms and Conditions:**              Shall be as set forth in Exhibits A through E, attached hereto.

**In Witness Whereof**, the parties hereto have executed this License Agreement as of the latest date written below.

**Adelphi University**

**Suffolk County Community College**

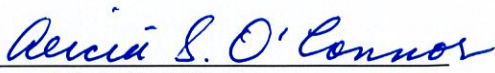
  
\_\_\_\_\_  
By: James J. Perrino  
Executive VP Finance and Operations

  
\_\_\_\_\_  
By: Dr. Edward T. Bonahue  
President

Date: 3/30/22

Date: 4/5/22

**Approved As To Legality:**

  
\_\_\_\_\_  
By: Alicia S. O'Connor  
College Deputy General Counsel

Date: 4/4/2022

## **Table of Contents**

### **Exhibit A**

#### **General Terms and Conditions**

1. Inconsistent Provisions
2. Description
3. Term and Termination
4. License Agreement Payments
5. AU's Obligations
6. The College's Obligations
7. Signage and Advertising
8. Management Committee
9. Restoration of Premises upon Termination of License
10. Quiet Enjoyment
11. Alterations
12. No Assignment
13. Negative Covenants
14. Hazardous Substances
15. Indemnification
16. Insurance
17. No Broker
18. Notice Requirements/Contact Persons
19. Waiver of Jury Trial
20. Entire Agreement

### **Exhibit B**

#### **Description of Premises**

### **Exhibit C**

#### **Hours of Operation Schedule**

### **Exhibit D**

#### **Eastern Campus Academic Curriculum**

### **Exhibit E**

#### **College Board of Trustees Resolution No. 2022.13 Approving the License Agreement**

**Exhibit A**  
**General Terms and Conditions**

**WHEREAS**, AU has requested permission to utilize classroom(s) and office space on the Eastern Campus, beginning in the Fall semester of 2022, in anticipation of AU providing graduate-level and upper division undergraduate courses to its students in the discipline of Social Work, and

**WHEREAS**, the College has determined that certain classroom(s) and office space located on the Eastern Campus are available for AU's use in exchange for a fair and reasonable license fee.

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants and conditions herein contained, it is agreed by and between the parties hereto, as follows:

**1. Inconsistent Provisions**

The provisions of this Exhibit A shall prevail over inconsistent provisions of any other Exhibit, and over any other document not specifically referred to in this License or made part thereof by this License or by subsequent amendment in writing and signed by both parties except to the extent that such provisions of this Exhibit A are specifically referred to and amended or suspended by such Exhibit amendment or other document.

**2. Description**

The College hereby licenses to AU the classroom(s) and office space, in "as is" condition, located on the Eastern Campus, together with a desktop computer (with Internet access) and telephone, as further described herein at Exhibit B (hereinafter the "Premises"), to be used by AU during specified time periods as approved by the College (see, Exhibit C) for the purpose of offering graduate-level and upper-division undergraduate courses and educational programs to its students in the discipline of **Social Work**, as further described herein at Exhibit D.

**3. Term and Termination**

**a. Term**

The term shall be for two (2) years, from August 1, 2022 through July 31, 2024. Said term may be renewed for additional two-year periods upon the mutual written consent of the parties.

**b. Termination of License**

Either party may terminate this License by tendering to the other party notice of intent to terminate, upon sixty (60) days' prior written notice. Such termination shall be effective as of the last day of the semester during which such notice is tendered.

**4. Payments**

- a.** In consideration of the College faithfully complying with all of the covenants set forth in this License, AU shall compensate the College the yearly rental sum of \$25,000, due and payable in full no later than August 1 of each year of the term.

- b. Said license payment shall be made by AU to the College at the following address:

Suffolk County Community College  
ATTN: Business and Financial Affairs Office  
533 College Road, NFL232  
Selden, NY 11784

Except as specifically provided otherwise in this License, the License payment will be absolute and unconditional in all events and will not be subject to any offset, defense, counterclaim, or recoupment for any reason whatsoever including, without limitation, any defects, malfunctions, breakdowns, or infirmities in the Premises or any accident, condemnation or unforeseen circumstances.

5. **AU's Obligations**

- a. **Hours of Operation.** AU shall be permitted to utilize the Premises in accordance with the "Hours of Operation Schedule," attached hereto as Exhibit C.
- b. **Academic Usage.** AU's use of the Premises shall be limited to operating the educational programs set forth in the "Eastern Campus Academic Curriculum" attached hereto as Exhibit D.
- c. **Duty of Care.** AU shall, at all times, take good care of the Premises and preserve the Premises in good order and condition, regular wear and tear excepted.
- d. **Identification Cards.** AU's students shall obtain AU identification cards, which shall specifically identify such students as authorized to attend the College's Eastern Campus. Such students are hereinafter referred to as "AU/Eastern Campus students."
- e. **Eastern Campus Library.** AU/Eastern Campus students will have use of the Eastern Campus library, known as the Montauket Learning Resource Center (MLRC), during the hours of operation established by the College. AU and the College may develop a plan for placing appropriate books, journals and other materials to support AU's program in the MLRC. AU will bear the expense of such acquisitions. AU will also pay for direct costs of providing library orientation sessions to AU's students.
- f. **Peconic Cafe and Bookstore.** AU/Eastern Campus students and staff will have access to the Eastern Campus Peconic Cafe and bookstore during the hours of operation established by the College.
- g. **Academic Calendar.** AU will provide the College with AU's academic calendar at least thirty (30) days prior to the commencement of each semester. AU will adhere to the SCCC academic calendar.
- h. **Health and Wellness Center.** AU/Eastern Campus students and staff will have access to the Health and Wellness Center (HWC), including the pool and health club, in accordance with College policy as applicable to the College's students and staff.



- i. **Postage.** AU shall pay directly for all of its outgoing mail from the College. Daily mail pick-up and delivery will be provided to AU by the College.
- j. **Other Campus Uses.** Requests for occasional, incidental or temporary use of other College space at the Eastern Campus should be submitted to the College's Office of Special Events and Programs on a case-by-case basis and shall be subject to a written license agreement between the parties.
- k. **Compliance with Laws and College Policies.** AU shall be responsible for compliance with all applicable laws, rules and regulations, including, but not limited to, New York State fire prevention and building code requirements, as well as all applicable College policies and procedures that are provided to AU.
- l. **COVID-19 Safety Protocols.** Each party represents and warrants that it is currently, and, for the term of the Agreement, will be in compliance with all applicable laws, regulations, mandates, standards, directives, policies and procedures issued or promulgated by the U.S. government, New York State, the County of Suffolk, and Suffolk County Community College (provided that the Suffolk County Community College requirements/policies on point have been provided to AU) in connection with the COVID-19 pandemic, including, but not limited to, Executive Orders, New York State reopening guidelines, and standards and directives issued by the New York State Department of Health, the Centers for Disease Control and Prevention (CDC), the United States Department of Labor's Occupational Safety and Health Administration (OSHA), and/or the New York State Department of Labor's Public Employee Safety & Health Bureau (PESH).

## 6. The College's Obligations

- a. **Utilities.** The College shall provide all utility service to the Premises. This includes HVAC, lighting, internet, heating, ventilation, air conditioning.
- b. **Custodial Services.** The College shall provide to the Premises all necessary custodial and janitorial services.
- c. **Snow Removal.** The College is responsible for providing snow removal services to the Eastern Campus.
- d. **Security.** The College's Office of Fire and Public Safety shall provide keys and security services to the Premises on the same basis as provided to other College buildings and programs.
- e. **Emergencies.** In the event of a medical or other emergency at the Premises, the College's Office of Fire and Public Safety and/or the Eastern Campus healthcare professional(s) will provide assistance, as appropriate.
- f. **Maintenance.** The College will provide routine maintenance services to the Premises.

**7. Signage and Advertising**

- a. AU is permitted to install signage on the Eastern Campus, at its own cost, to direct students and visitors to the site of AU's program, provided that such signage is in keeping with the standards for the signage that the College provides for its own programs. AU shall submit signage mockups and proposed locations to the College's Vice President for Institutional Advancement and the Executive Dean of the Eastern Campus for approval. *No signage may be installed without such prior approval.*
- b. The College and AU will cooperate and collaborate in matters of advertising and promotion. However, neither party will use the name, trademark or logo of the other without prior written permission.
- c. Any mention of the College in promotional materials or media advertising generated by or from AU must be submitted to the College's Vice President for Institutional Advancement for prior approval.

**8. Management Committee**

The College and AU shall work cooperatively to establish a joint Management Committee, which will be comprised of a minimum of one (1) representative from each institution. Such Management Committee shall meet at least once per semester to review and resolve any issues, except for financial matters, arising from the operation of this License.

**9. Restoration of Premises upon Termination of License**

Upon termination of the License, AU shall restore the Premises to its original condition upon commencement of the License, reasonable wear and tear excepted.

**10. Quiet Enjoyment**

The College covenants that if and so long as AU tenders the required payments as required under this License and performs the covenants thereof, AU shall peaceably and quietly have, hold and enjoy the Premises for the term herein provided, subject to the provisions of this License.

**11. Alterations**

AU shall not make any alterations, installations, improvements, additions, renovations or physical changes to the Premises.

**12. No Assignment**

AU shall not sell, convey, assign, transfer, lease, encumber or otherwise dispose of its interests, rights or obligations under this License.

**13. Negative Covenants**

AU agrees not to use, suffer or permit any person to use in any manner whatsoever the Premises or any part thereof for any illegal purpose, or for any purpose in violation of any federal, state, county or municipal law, ordinance, rule, order or regulation of the College now in effect or hereinafter enacted, amended or adopted.

**14. Hazardous Substances**

AU shall not generate, treat, store, discharge, dispose of, transport, recycle, use, reuse or handle hazardous substances or waste on the Premises. As used herein, "hazardous substances or waste" shall include, but not be limited to, any flammable explosives, gasoline, petroleum products, polychlorinated biphenyl, radioactive materials, hazardous wastes, hazardous or toxic substances, or related or similar materials, asbestos or any material containing asbestos, or any other substance or material as defined by any federal, state or local environmental law, ordinance, rule or regulations including the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. section 9601 *et seq.*), the Hazardous Materials Transportation Act, as amended (49 U.S.C. section 5101 *et seq.*), the Solid Waste Disposal Act, as amended (42 U.S.C. section 6901 *et seq.*) and the regulations adopted and publications promulgated pursuant thereto.

**15. Indemnification**

- a. To the fullest extent permitted by law, AU hereby covenants and agrees to indemnify and hold harmless the College, its trustees, officers, employees and agents from any and all claims, suits, actions, damages and costs of every nature and description arising out of and relating to the use of the Premises and related College facilities, including, but not limited to, those caused by AU's negligent acts or omissions, or the violation of any law, code, order, ordinance, rule or regulation in connection therewith by AU, its agents, employees, invitees or contractors.
- b. Each party shall be responsible for any claims, liabilities, suits proceedings or actions of any kind and of whatever name and nature as the same may relate in any manner to the use of the Premises and related College facilities arising from such party's gross negligence or willful misconduct.

**16. Insurance**

- a. AU agrees to procure, pay the entire premium for and maintain throughout the term of this License, insurance in amounts and types specified by the College. Unless otherwise specified by the College and agreed to by AU, in writing, such insurance will be as follows:
  - i. **Property Insurance** on an all risk basis in an amount not less than the replacement cost of AU's personal property.
  - ii. **Commercial General Liability** insurance, including contractual liability coverage, in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage combined and Three Million Dollars (\$3,000,000.00) annual aggregate.



- iii. **Automobile Liability** insurance (if any vehicles are used by Lessor in the performance of this License) in an amount not less than One Million Dollars (\$1,000,000) each accident for bodily injury/property damage combined.
  - iv. **Worker's Compensation and Employer's Liability** insurance in compliance with all applicable New York State laws and regulations and Disability Benefits insurance, if required by law. Contractor shall furnish to the County, prior to its execution of this Agreement, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law §108, this Agreement shall be void and of no effect unless the Contractor shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
- b. All policies providing such coverage shall be issued by insurance companies or an insurance reciprocal with an A.M. Best rating of A- or better.
  - c. AU shall furnish to the College a certificate of insurance for each such policy of insurance. In the case of commercial general liability insurance, the College and the County of Suffolk shall be named as certificate holders and the certificate of insurance shall evidence the College and the County's status as certificate holders.

**17. No Broker**

AU and the College represent and warrant that all of its negotiations with respect to this License were conducted exclusively between AU and the College, and neither AU nor the College used the services of any broker or finder with respect to this License or the leasehold estate created by it.

**18. Notice Requirements/Contact Persons**

- a. Any communication, notice, claim for payment or other submission necessary or required to be made by the parties regarding this License ("Notice") shall be in writing and either (a) sent to the parties by registered or certified mail, postage prepaid or (b) delivered in person or by overnight courier with receipt acknowledged at the following addresses (or at such other address that may be specified in writing by the parties):

**For the College:**

Mark D. Harris, DBA  
Vice President for Business and Financial Affairs  
Suffolk County Community College  
533 College Road, NFL 232  
Selden, NY 11784

**For AU:**

Lisa Fleming  
Chief Financial Officer  
Adelphi University  
1 South Avenue, Levermore Hall, Room 201  
Garden City, NY 11530

Each Notice mailed shall be deemed given on the third business day following the date of mailing the same and each Notice delivered in person or by overnight courier shall be deemed given when delivered.

- b. Any communication or notice regarding litigation shall be deemed to have been duly made upon receipt by the (parties at the following addresses or at such other address that may be specified in writing by the parties):

**For the College:**

Alicia S. O'Connor  
College Deputy General Counsel  
Office of Legal Affairs  
Suffolk County Community College  
533 College Road, NFL 230  
Selden, NY 11784

**For AU:**

Lisa Fleming, CFO  
Adelphi University  
1 South Avenue  
Levermore Hall, Room 201  
Garden City, NY 11530

- c. Each party shall give prompt written notice to the other party of the appointment of successor(s) to the designated contract person(s) or his or her designated successor(s).

**19. Waiver of Jury Trial**

To the extent such waiver is permitted by law, AU and the College hereby waive trial by jury in any action, proceeding or counterclaim brought by AU or the College against the other on any matter whatsoever arising out of or in any way connected with this License, the relationship of lessee and lessor, the use or occupancy of the Premises by AU or any person claiming through or under AU, any claim of injury or damages, and any emergency or other statutory remedy. The provisions of the foregoing sentence shall survive the expiration or any sooner termination of the term hereof. The venue of any such action, proceeding or counterclaim shall be Suffolk County, New York.

**20. Entire Agreement**

It is expressly agreed that this instrument represents the entire agreement of the parties and that all previous understandings are merged in this License.

**End of Text for Exhibit A**

**Exhibit B**  
**Description of Premises**

**Orient Building**

Classroom #211 or other suitable classroom, equipped with a computer, projector, podium and telephone. Internet access is required.

**Peconic Building**

Private office located on the second floor, furnished with a desk, chair and telephone. A docking station for use with an AU laptop will be provided, together with a keyboard, mouse and monitor. Internet access is required.

**End of Text for Exhibit B**

**Exhibit C**  
**Hours of Operation Schedule**

**AU shall have use of the Premises in accordance with the following  
Hours of Operation Schedule:**

During the Fall and Spring semesters: two (2) weekdays from 2:00pm -10:00pm.  
The specific two (2) weekdays will be determined upon the parties' mutual written consent prior to the commencement of the Fall and Spring semesters of the term. AU will honor the SCCC academic calendar. Keys for the office assigned to AU will be provided.

**End of Text for Exhibit C**

**Exhibit D**  
**Eastern Campus Academic Curriculum**

1. AU shall be authorized to offer, in the discipline of Social Work only, graduate-level courses and upper division undergraduate courses (geared towards 3<sup>rd</sup> and 4<sup>th</sup> year students) at the Premises.
2. AU shall not be authorized to offer at the Premises any lower division undergraduate courses (geared towards 1st and 2nd year students) whether or not such courses compete with the College's courses.
3. AU may develop and offer upper division undergraduate courses and bachelor degree programs through articulation agreements and/or joint admissions agreements with the College.
4. AU shall be responsible for all administrative tasks associated with course development, student registration and billing, and program management, including maintenance of its own database through the AU's computer system, for all classes it offers in connection with the License herein.

**End of Text for Exhibit D**

**Exhibit E**  
**College Board of Trustees Resolution No. 2022.13 Approving the License Agreement**

**[attached]**





Office of the President

BOARD OF TRUSTEES

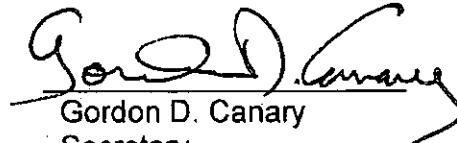
March 17, 2022

**RESOLUTION 2022.13 - Authorizing a License Agreement with Adelphi University for the Use of Classroom and Office Space on the Eastern Campus**

**WHEREAS**, Adelphi University has requested authorization to lease classroom and office space on the Eastern Campus in order to offer graduate-level and upper division undergraduate courses to its students in the discipline of Social Work, and

**WHEREAS**, the College has determined that certain classroom space in the Orient Building and office space in the Peconic Building are available for Adelphi's use in exchange for a fair and reasonable license fee, be it therefore

**RESOLVED**, that the College President is hereby authorized and empowered to execute a license agreement with Adelphi University, upon such terms and conditions as shall be approved by the College General Counsel, for the use of certain classroom and office space on the Eastern Campus to provide graduate-level and upper division undergraduate courses to Adelphi's students in the discipline of Social Work.



Gordon D. Canary  
Secretary

**End of Text for Exhibit E**