

**AMENDMENT NO. 3 to  
LICENSE AGREEMENT**

**WHEREAS**, on January 27, 2020, **Suffolk County Community College ("Institution")** and the **Board of Regents of The Nevada System of Higher Education, on behalf of the University of Nevada, Las Vegas ("UNLV")** entered into a License Agreement wherein UNLV agreed to provide services in connection with the CHemical Inventory Management and Electronic Reporting (CHIMERA) application, through the UNLV Department of Risk Management and Safety ("**Application Services**"); and

**WHEREAS**, on January 26, 2021 the parties executed Amendment No. 1 to the Agreement which extended the term thereof to January 26, 2022, and

**WHEREAS**, on February 1, 2022 the parties executed Amendment No. 2 to the Agreement which extended the term thereof to January 26, 2023, and

**WHEREAS**, the parties hereto wish to further extend the term of the Agreement for one (1) year upon the same terms, conditions and cost as the original Agreement.

**NOW, THEREFORE**, it is mutually understood and agreed by and between the parties hereto as follows:

- 1) The term of the Agreement shall be extended for the period beginning **January 27, 2023 through January 26, 2024**; and
- 2) All other terms and conditions of the original Agreement and Amendments thereto, not inconsistent herewith, shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed this Amendment as of the latest date written below.

**BOARD OF REGENTS OF THE NEVADA SYSTEM  
OF HIGHER EDUCATION, on behalf of the  
UNIVERSITY OF NEVADA, LAS VEGAS**

**SUFFOLK COUNTY COMMUNITY COLLEGE**

Approved:



Name: Bo J. Bernhard  
Title: Interim Associate Vice President for  
Economic Development

01/11/2023

Date

Approved:



Name: Edward T. Bonahue, Ph.D.  
Title: President

1/12/23

Date

**AMENDMENT NO. 2 to  
LICENSE AGREEMENT**

**WHEREAS**, on January 27, 2020, **Suffolk County Community College ("Institution")** and the **Board of Regents of The Nevada System of Higher Education, on behalf of the University of Nevada, Las Vegas ("UNLV")** entered into a License Agreement wherein UNLV agreed to provide services in connection with the CHemical Inventory Management and Electronic Reporting (CHIMERA) application, through the UNLV Department of Risk Management and Safety ("**Application Services**"); and

**WHEREAS**, on January 26, 2021 the parties executed Amendment No. 1 to the Agreement which extended the term thereof to January 26, 2022, and

**WHEREAS**, the parties hereto wish to further extend the term of the Agreement for one (1) year.

**NOW, THEREFORE**, it is mutually understood and agreed by and between the parties hereto as follows:

- 1) The term of the Agreement shall be extended for the period beginning **January 27, 2022 through January 26, 2023**; and
- 2) All other terms and conditions of the original Agreement and Amendment thereto, not inconsistent herewith, shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed this Amendment as of the latest date written below.

**BOARD OF REGENTS OF THE NEVADA SYSTEM  
OF HIGHER EDUCATION, on behalf of the  
UNIVERSITY OF NEVADA, LAS VEGAS**

Approved:



Name: Bo J. Bernhard  
Title: Vice President for Economic Development

01/31/2022

Date

**SUFFOLK COUNTY COMMUNITY COLLEGE**

Approved:



Name: Edward T. Bonahue, Ph.D.  
Title: President

2/1/22

Date

**AMENDMENT NO. 1 to  
LICENSE AGREEMENT**

**WHEREAS**, on January 27, 2020, **Suffolk County Community College ("Institution")** and **the Board of Regents of The Nevada System of Higher Education, on behalf of the University of Nevada, Las Vegas ("UNLV")** entered into a License Agreement wherein UNLV agreed to provide services in connection with the Chemical Inventory Management and Electronic Reporting (CHIMERA) application, through the UNLV Department of Risk Management and Safety ("Application Services"); and

**WHEREAS**, the parties hereto desire to extend the Agreement for said Application Services for an additional one (1) year, upon the same terms, conditions and cost as the original Agreement.

**NOW, THEREFORE**, it is mutually understood and agreed by and between the parties hereto as follows:

- 1) The term of the Agreement shall be extended for the period beginning **January 27, 2021 through January 26, 2022**; and
- 2) All other terms and conditions of the original Agreement, not inconsistent herewith, shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed this Amendment as of the latest date written below.

**BOARD OF REGENTS OF THE NEVADA  
SYSTEM OF HIGHER EDUCATION, on  
behalf of the UNIVERSITY OF NEVADA, LAS  
VEGAS**

**SUFFOLK COUNTY COMMUNITY COLLEGE**

Recommended:



Name: Bo J. Bernhard  
Title: Interim Associate Vice President  
for Economic Development

1/7/2021

Date

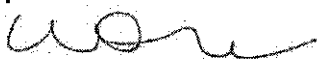


Name: Louis J. Petrizzo  
Title: Interim President

01/26/2021

Date

Approved



Name: Lori Olafson  
Title: Interim Vice President for Research and  
Economic Development

1/7/2021

Date

## **LICENSE AGREEMENT**

This License Agreement (this "Agreement") is entered into between the SUFFOLK COUNTY COMMUNITY COLLEGE("INSTITUTION") and the BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION, on behalf of the UNIVERSITY OF NEVADA, LAS VEGAS ("UNLV"), which operates the CHemical Inventory Management and Electronic Reporting Application, Safety Inspection Application and Safety Equipment Inspection Application which are all incorporated within the CHIMERA™ management system ("CHIMERA"), through the UNLV Department of Risk Management and Safety. This Agreement shall be effective upon the last date any authorized signatory affixed his/her signature below ("EFFECTIVE DATE").

### **DEFINITIONS**

a. **APPLICATION SERVICES:** APPLICATION SERVICES shall mean the services identified and described herein and on the ACCEPTANCE PAGE attached hereto as ATTACHMENT 1. The services supplied to INSTITUTION hereunder shall include a subscription based software license and any upgrades, improvements, enhancements, patches, bug-fixes and the like ("MODIFICATIONS") that UNLV makes available to its internal users and/or to other users during the term of this Agreement. Any such MODIFICATIONS shall be covered under the terms and conditions of this Agreement. The APPLICATION SERVICES shall include: licensed materials, access to a hosted application, access to proprietary databases via supplied applications, storage of information and technical support.

b. **INSTITUTION DATA:** INSTITUTION DATA shall mean all INSTITUTION specific information originating with INSTITUTION relating to INSTITUTION'S business or property under INSTITUTION'S control to which UNLV is given access under this Agreement.

c. **CONFIDENTIAL INFORMATION:** CONFIDENTIAL INFORMATION means any and all non-public information, including without limitation methods, reports, records, designs, drawings, documents, product information, software, applications, improvements and other materials which are marked as confidential or which, if unmarked, the receiving party should reasonably know is to be considered of a confidential nature, except that which the receiving party can establish by documentary evidence: (1) was, on the date of this Agreement, generally known to the public; or (2) became generally known to the public after the date of this Agreement other than as a result of the act or omission of the receiving party; or (3) was rightfully known to the receiving party prior to learning or receiving same from the disclosing party; or (4) was rightfully received from a third

License template

party without restriction and without a third party's breach of agreement or obligation of confidentiality: or (5) was required to be released to the public pursuant to law.

## **1. DATA AND PROPRIETARY RIGHTS**

**1.1 Application Services.** Subject to the terms and conditions of this Agreement as indicated on the ACCEPTANCE PAGE, UNLV permits USERS identified on the ACCEPTANCE PAGE to access, use and execute the APPLICATION SERVICES at the USER SITE identified on the ACCEPTANCE PAGE. UNDER NO CIRCUMSTANCES SHALL INSTITUTION BE AUTHORIZED TO USE THE APPLICATION SERVICES FOR ANY SITE OTHER THAN A SPECIFIED USER SITE. UNLV reserves the right to add, change or discontinue APPLICATION SERVICES at UNLV'S sole discretion. UNLV agrees to provide sixty (60) days' written notice of any change or discontinuance, except where INSTITUTION materially breaches this Agreement, in which case UNLV may immediately terminate this Agreement by providing written notice. INSTITUTION agrees to timely transition to any upgraded versions of the APPLICATION SERVICES as UNLV makes them available. A prorated refund of the annual fee will be provided to INSTITUTION if UNLV unilaterally discontinues service and the INSTITUTION has not materially breached this Agreement.

**1.2 Restrictions.** INSTITUTION agrees it shall not, nor shall it allow a USER or any third party having access to INSTITUTION'S specified INSTITUTION'S SITE to, reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code, which is derived from any of the APPLICATION SERVICES, nor shall INSTITUTION attempt to create any passwords to allow unauthorized USERS of the APPLICATION SERVICES. INSTITUTION AGREES NOT TO PROVIDE OR OTHERWISE MAKE AVAILABLE TO ANY THIRD PARTY ALL OR ANY PORTION OF THE APPLICATION SERVICES IN ANY FORM WITHOUT UNLV'S PRIOR WRITTEN PERMISSION.

**1.3 Proprietary Rights.** All right, title and interest in and to all APPLICATION SERVICES and any accompanying documentation, manuals or other materials supplied by UNLV to INSTITUTION under this Agreement and any reproductions made thereof, remain with UNLV. INSTITUTION shall not duplicate any UNLV proprietary materials in any manner without the prior written consent of UNLV and then shall treat such copied material as CONFIDENTIAL INFORMATION according to this Agreement.

**1.4 UNLV Confidential Information.** INSTITUTION agrees that UNLV retains all right, title and interest in and to UNLV CONFIDENTIAL INFORMATION. INSTITUTION shall not permit any person to reproduce any portion of UNLV CONFIDENTIAL INFORMATION for any purpose, except for those expressly stated in this Agreement. INSTITUTION shall not use UNLV CONFIDENTIAL INFORMATION except to the extent necessary to perform its obligations under this Agreement. INSTITUTION shall not disclose, or permit access to, any portion of UNLV CONFIDENTIAL INFORMATION to any person except if such person is an employee or agent

of INSTITUTION and has a need to know the UNLV CONFIDENTIAL INFORMATION for the purposes of this Agreement and such any person is informed of the obligations of confidentiality with respect to UNLV CONFIDENTIAL INFORMATION.

**1.5 INSTITUTION Confidential Information.** UNLV agrees that INSTITUTION retains all right, title and interest in and to INSTITUTION CONFIDENTIAL INFORMATION. UNLV shall not permit any person to reproduce any portion of INSTITUTION CONFIDENTIAL INFORMATION for any purpose, except as required for the performance of this Agreement. UNLV shall not use INSTITUTION CONFIDENTIAL INFORMATION except to the extent necessary to perform its obligations under this Agreement. UNLV shall not disclose, or permit access to, any portion of INSTITUTION CONFIDENTIAL INFORMATION to any person except: (1) if such person is an employee or agent of UNLV and has a need to know the INSTITUTION CONFIDENTIAL INFORMATION for the purposes of this Agreement and such any person is informed of the obligations of confidentiality with respect to INSTITUTION'S CONFIDENTIAL INFORMATION.

**1.6 INSTITUTION Data.** For purposes of this Agreement INSTITUTION DATA provided to UNLV shall not be considered confidential as between UNLV and INSTITUTION. However, UNLV will consider such information to be confidential with respect to any third party and will treat the INSTITUTION DATA in the same manner as it treats its own CONFIDENTIAL INFORMATION.

**1.7 Beta Test Results Data.** In order to determine and/or confirm performance capabilities of the functions and features included as part of the APPLICATION SERVICES, INSTITUTION agrees to provide UNLV with, and assist UNLV in obtaining, any reasonably available data relating to the use of the APPLICATION SERVICES. Any and all test data that relates specifically and solely to the performance capabilities of the APPLICATION SERVICES functions and features will be considered UNLV'S CONFIDENTIAL INFORMATION. Use and publication of such data will be at the sole discretion of UNLV, subject to INSTITUTION'S rights respecting its CONFIDENTIAL INFORMATION.

**1.8 Acceptance.** The APPLICATION SERVICES shall be deemed accepted thirty (30) days after the first system log on using the provided USER account name unless INSTITUTION notifies UNLV in writing within such thirty (30) day period that the session was unsuccessful due to specific problems with the APPLICATION SERVICES. Upon resolution of the specific problems by UNLV and acceptance of INSTITUTION, the APPLICATION SERVICES shall be deemed accepted. The acceptance date shall become the effective date of all subsequent annual payments.

**1.9 Minimum Connectivity Requirements.** INSTITUTION must provide connectivity to the internet. INSTITUTION must access APPLICATION SERVICES from a licensed Firefox Internet browser version 3.0 or newer OR Microsoft Internet Explorer browser version 8.0 or newer. UNLV must make the APPLICATION SERVICES available over the internet to



INSTITUTION at all times during the term as specified in this Agreement. INSTITUTION shall be responsible for all equipment, hardware and all other software required to access, implement, monitor and operate the APPLICATION SERVICES through the internet.

## **2. COMPENSATION**

**2.1 Payment.** INSTITUTION shall pay UNLV the fees and other amounts as specified on the ACCEPTANCE PAGE and pursuant to the FEE SCHEDULE attached hereto as ATTACHMENT 2. UNLV shall invoice INSTITUTION for the APPLICATION SERVICES upon the EFFECTIVE DATE of this Agreement. Annual Renewal Fees, as identified on the ACCEPTANCE PAGE, if applicable, will be invoiced on the anniversary date of the acceptance date, as set forth in Section 1.8 of this Agreement. INSTITUTION shall pay any UNLV invoice within thirty (30) days of receipt of the invoice. Past due invoices, at UNLV's election, shall accrue interest at a rate of one-half percent (.5%) per month. In regards to the chemical inventory management application, INSTITUTION shall provide UNLV with an estimated unique chemical count, which shall be the basis for the initial invoice. UNLV shall provide the INSTITUTION with a subsequent(s) invoice on a quarterly basis if the actual unique count is more than the estimate. A credit will be applied to the unique chemical cost and not the license fee upon the annual license renewal if the actual count is less than the estimate. All subsequent payments shall be based on actual unique count by the INSTITUTION. The annual license fee is in addition to the unique chemical count. In regards to the safety inspection and safety equipment inspection applications the INSTITUTION will be charged a fixed annual fee. The chemical inventory management, safety inspection and safety equipment inspection applications are separate and can be purchased individually or in any combination.

**2.2 Taxes and other Fees.** INSTITUTION agrees to pay any applicable tax, levy or duty, however designated or computed, arising out of the transactions contemplated by this Agreement, except taxes based upon UNLV'S income. In the event UNLV pays any such tax or duty, INSTITUTION agrees to reimburse UNLV within thirty (30) days. Notwithstanding the foregoing, INSTITUTION shall have no liability whatsoever for any taxes or fees from which it is exempt at the time such taxes or fees are levied or assessed.

## **3. TECHNICAL SUPPORT**

**3.1 Technical Support.** UNLV shall make available to INSTITUTION, in a timely manner, technical support services by way of mail, electronic mail or telephone support during the term of this Agreement. UNLV will provide such technical support for no additional charge for the APPLICATION SERVICES, so long as INSTITUTION has paid all fees due for the APPLICATION SERVICES. Technical support will generally be available at all times during the following days and hours: Monday through Friday, 8:00 a.m. until 5:00 p.m. Pacific Time. UNLV agrees to use reasonable efforts to promptly address all INSTITUTION'S technical support services requests.

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**3.2 Service Level Warranty.** In the event that INSTITUTION experiences DOWNTIME, UNLV shall promptly take commercially reasonable steps to identify and correct the causes of the DOWNTIME. UNLV shall not be responsible for DOWNTIME that: (i) is caused by factors outside of UNLV'S reasonable control, (ii) results from any actions or omissions by INSTITUTION or any third party, without contribution from UNLV; (iii) is part of any routine or regularly scheduled maintenance; or (iv) results from INSTITUTION'S equipment and/or any third party equipment not within the sole control of UNLV.

#### **4. LIMITATION OF LIABILITY**

**4.1 UNLV IS PROVIDING THE APPLICATION SERVICES ON AN "AS IS" BASIS AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF UNLV HAS BEEN ADVISED OF SUCH PURPOSE) ACCURACY AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS** (subject to the indemnity provisions of Section 4.2 below), WITH RESPECT TO THE APPLICATION SERVICES. INSTITUTION ASSUMES ALL RISKS ASSOCIATED WITH THE APPLICATION SERVICES, INCLUDING, BUT NOT LIMITED TO, THE RISK THAT INSTITUTION DATA WILL BE LOST. Any representation statement or commitments by any person including employees or representatives of UNLV that are inconsistent with this section shall be disregarded by INSTITUTION and shall not be binding upon UNLV.

**4.2 UNLV'S LIABILITY TO INSTITUTION UNDER THIS AGREEMENT IS LIMITED TO THE FEES PAID BY THE INSTITUTION FOR THE APPLICATION SERVICES DURING THE CURRENT TERM OF THIS AGREEMENT. THIS LIMITATION APPLIES TO ALL OTHER CAUSES OF ACTION IN THE AGGREGATE, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY AND MISREPRESENTATION. UNLV ALSO SHALL BE EXEMPT FROM ANY LIABILITY ARISING FROM INSTITUTION'S FAILURE TO COMPLY WITH THE RECORD RETENTION OR REPORTING REQUIREMENTS OF ANY STATE OR FEDERAL ENTITIES. INSTITUTION SHALL NOT BRING ANY CLAIM ARISING UNDER THIS AGREEMENT MORE THAN EIGHTEEN (18) MONTHS AFTER SUCH CLAIM HAS ACCRUED.** UNLV has taken care to make entries in subject matter as complete and as accurate as possible. The data and information used in the application is believed to be correct but does not purport to be all-inclusive and shall be used only as a guide. INSTITUTION shall not hold UNLV liable for any damages resulting from use of data and information. UNLV encourages INSTITUTION to advise UNLV of any errors it identifies in data and information. Liability should also consider the fact that USER will input data and that USER may be responsible for erroneous data entry.



## **5. THIRD PARTY INFORMATION**

UNLV websites may contain links to certain third parties' websites that are not related to UNLV, or that are not under UNLV'S control, and UNLV does not assume any responsibility or liability for any communications or materials available at such linked websites. UNLV does not intend links on the websites to be referrals or endorsements of the linked entities; they are provided for convenience only and shall be accessed at INSTITUTION'S own risk.

## **6. CONSEQUENTIAL DAMAGES WAIVER**

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, OR TO ANY THIRD PARTY, FOR ANY INDIRECT, EXTRAORDINARY, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF DATA, REVENUE, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF THIS AGREEMENT OR THE APPLICATION SERVICES, WHETHER FOR BREACH, IN EQUITY OR IN TORT OR OTHERWISE, EVEN IF PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

## **7. TERM AND TERMINATION**

**7.1 Term of Agreement.** This Agreement shall be effective as of the EFFECTIVE DATE, and shall continue, unless earlier terminated as set forth in Section 7.2 ("Termination for Cause"), for the term identified and set forth in the ACCEPTANCE PAGE or, if no such term is specified, until such time as INSTITUTION gives thirty (30) days' written notice of termination to UNLV, or UNLV gives thirty (30) days' written notice of termination to INSTITUTION.

**7.2 Termination for Cause.** Either party may terminate this Agreement for the material breach of any term by the other party if such material breach remains uncured for thirty (30) days after receipt of written notice of such breach from the non-breaching party, which notice shall describe in reasonable detail the nature of the breach. Such termination shall be in addition to any other remedies that may be available to the non-breaching party.

**7.3 Account Access to APPLICATION SERVICES.** Upon termination or expiration of this Agreement, INSTITUTION shall itself, and shall cause USERS, to immediately cease using the APPLICATION SERVICES and shall promptly return all CONFIDENTIAL INFORMATION of UNLV in its possession, custody or control to UNLV and UNLV shall promptly return all CONFIDENTIAL INFORMATION of INSTITUTION in its possession, custody or control TO INSTITUTION. Upon termination, UNLV may eliminate INSTITUTION'S accounts and any access to the APPLICATION SERVICES identified in the ACCEPTANCE PAGE. UNLV shall have no further obligation to host or store INSTITUTION data upon termination or expiration of this Agreement.

**7.4 Survival.** The rights and obligations contained in Sections 1 ("Data and Proprietary Rights"), 3.2 ("Service Level Warranty"), 4 ("Limitation of Liability"), 5 ("Third Party Information"), 6 ("Consequential Damages Waiver"), 7 ("Term and Termination") and 9 ("General Provisions") shall survive any expiration or termination of this Agreement.

## **8. PUBLICITY**

INSTITUTION does not grant UNLV the right to use INSTITUTION'S logo or trademark in marketing materials for the APPLICATION SERVICES.

## **9. GENERAL PROVISIONS**

**9.1 Force Majeure.** Neither party shall be responsible for any failure to perform due to unforeseen, non-commercial circumstances beyond its reasonable control, including, but not limited to, acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, earthquakes, terrorism, strikes, fuel or energy shortages. In the event of any such delay, any applicable period of time for action by said party may be deferred for a period of time equal to the time of such delay.

**9.2 Notices.** Notices between parties shall be deemed given when mailed by certified first class mail, return receipt requested, or in person to the person and at the addresses specified on the ACCEPTANCE PAGE.

**9.3 Assignment.** This Agreement may not be assigned or transferred by either party without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and representatives.

**9.4 Entire Agreement.** This Agreement which includes the ACCEPTANCE PAGE, together with any attachments and appendices hereto, sets out the entire agreement between the parties relative to the subject matter hereof and supersedes all prior or contemporaneous agreements or representations, oral or written. This Agreement may not be altered or modified, except by written amendment that expressly refers to this Agreement and which is duly executed by authorized representatives of both parties.

**9.5 Severability.** Any provision of this Agreement held to be invalid under applicable law shall not render this Agreement invalid as a whole, and in such an event, such provision shall be interpreted so as to best accomplish the intent of the parties within the limits of applicable law.

**9.6 Headings.** The subject headings contained in this Agreement are inserted only for convenience and do not constitute a part of this Agreement.

**9.7 Choice of Law and Venue.** Deleted per agreement of both parties.

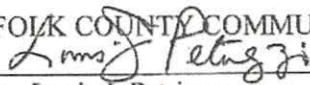
**9.8 Not a Partnership.** The provisions of this Agreement are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership or any other similar relationship between any of the parties.

**9.9 Debarment/Suspension Status.** INSTITUTION certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice of proposed debarment from any State agency or local public body. INSTITUTION agrees to provide immediate notice to UNLV in the event of being suspended, debarred or declared ineligible by any State or Federal department or agency, or upon receipt of a notice of proposed debarment during the term of this Agreement.

**9.10 Equal Employment Opportunity.** INSTITUTION certifies that it and/or its subcontractors do not unlawfully discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, gender, sexual orientation, age, national origin, or disability, and that it complies with all applicable Federal, State and local laws and executive orders regarding employment.

IN WITNESS WHEREOF, this Agreement is effective as of the EFFECTIVE DATE.

SUFFOLK COUNTY COMMUNITY COLLEGE

  
Name: Louis J. Petrizzo  
Title: Interim President

12/23/19  
Date

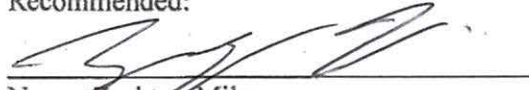
**BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION, on  
behalf of the UNIVERSITY OF NEVADA, LAS VEGAS**

Recommended:

  
Name: John J. Centineo  
Title: Executive Director

1-2-2020  
Date

Recommended:

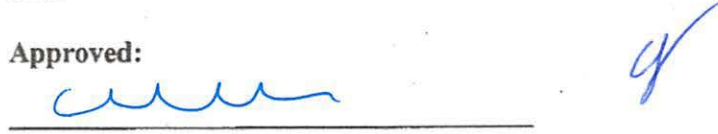


Name: Zachary Miles

Title: Associate Vice President for Economic Development

1/16/2020  
Date

Approved:



Name: ~~Mary Croughan, Ph.D.~~ Lori Olatson, Ph.D.  
Interim Vice President for Research and Economic Development

1/27/2020  
Date

## **ATTACHMENT 1**

### **ACCEPTANCE PAGE**

By signing this Acceptance Page, INSTITUTION acknowledges that its duly authorized officer has read all of the attached documents and that it accepts the terms and conditions of the License Agreement.

#### **INSTITUTION CONTACT:**

**Operational contact:**

Name: Philip Sandusky

Title: Assistant Director of Public Safety and Environmental Health

Address: SCCC, Crooked Hill Road, Brentwood, NY 11717-1092

Phone: 631-851-6771

Mail: sandusp@sunysuffolk.edu

**Billing Contact:**

Name: Mark Harris

Title: Vice President of Business and Financial Affairs

Address: SCCC, 533 College Road, NFL 232, Selden, NY 11784-2899

Phone: 631-451-4231

Mail: harrism@sunysuffolk.edu

**UNLV CONTACT:** Johnny Centineo – phone:713-416-3156, email:johnny@chimeracloud.org

**TERM OF AGREEMENT:** This is a one (1) year license agreement / contract with one (1) year options to extend by mutual agreement. The license fees for selected programs and charges related to unique chemicals in the client's chemical inventory program will remain as stated for five years unless a change is made to the program such as the INSTITUTION changing from a fully-managed inventory program to the self-managed inventory program or vice versa. The number of unique chemicals in inventory may also increase or decrease the cost of the chemical inventory program.

**USERS:** all users

**USER SITE(S):** SUFFOLK COUNTY COMMUNITY COLLEGE

**FEES PURSUANT TO FEE SCHEDULE:** See attachment 2

**PAYMENTS:** Checks should be made payable to "Board of Regents" and directed to Robert Deaver, Risk Management & Safety Department, 4505 South Maryland Parkway, Box 451042, Las Vegas, Nevada 89154-1042

**ANNUAL RENEWAL FEES:** See attachment 2

License template

**SERVICES PROVIDED**

- CHEMICAL INVENTORY MANAGEMENT AND / OR SAFETY INSPECTION AND / OR SAFETY EQUIPMENT INSPECTION APPLICATIONS

**WEB-BASED TRAINING** (included in fees)

**ON-SITE TRAINING AT USER SITE:** If INSTITUTION requests on-site training services, INSTITUTION shall pay UNLV \$50.00 per hour for such training and also agrees to reimburse UNLV for actual time, travel and lodging expenses.

**ATTACHMENT 2**

**FEE SCHEDULE**

**INVOICE**

For the Safety Inspection System

DATE: November 25, 2019

For period beginning and ending: 9/1/2019 to 8/31/2020



**BILL TO:**

Suffolk County Community College  
Ammemman Building, Washington Ave,  
Farmingville, NY 11738  
Contact: Phillip Sandusky

**Remit To: "Board of Regents"**

Risk Management & Safety  
4505 South Maryland Parkway, Box 451042  
Las Vegas, Nevada 89154-1042  
Attn: Robert Deaver

**Invoice Details**

	Per Unit	Unit Price
Safety Inspection System	\$5,000	\$5,000
<b>TOTAL DUE</b>		<b>\$5,000</b>

For this period and the following two consecutive years beginning and ending 9/1 and 8/31 SUNY will be charged \$5,000 per year.

\* If Suffolk County Community College purchases both the Safety Inspection System and Safety Equipment Inspection System, a 25% discount will be applied to both systems OR \$3,750 each a total savings of \$2,500.



# INVOICE

For the Safety Inspection System

DATE: November 25, 2019

For period beginning and ending: 9/1/2020 to 8/31/2021



**BILL TO:**

Suffolk County Community College  
Ammann Building, Washington Ave,  
Farmingville, NY 11738  
Contact: Phillip Sandusky

**Remit To: "Board of Regents"**

Risk Management & Safety  
4505 South Maryland Parkway, Box 451042  
Las Vegas, Nevada 89154-1042  
Attn: Robert Deaver

**Invoice Details**

	Per Unit	Unit Price
Safety Inspection System	\$5,000	\$5,000
TOTAL DUE		\$5,000

For this period and the following two consecutive years beginning and ending 9/1 and 8/31  
SUNY will be charged \$5,000 per year.

\* If Suffolk County Community College purchases both the Safety Inspection System and Safety  
Equipment Inspection System, a 25% discount will be applied to both systems OR \$3,750 each a  
total savings of \$2,500.

# INVOICE

For the Safety Inspection System

DATE: November 25, 2019

For period beginning and ending: 9/1/2011 to 8/31/2012



**BILL TO:**

Suffolk County Community College  
Ammerman Building, Washington Ave,  
Farmingville, NY 11738  
Contact: Phillip Sandusky

Remit To: "Board of Regents"

Risk Management & Safety

4505 South Maryland Parkway, Box 451042

Las Vegas, Nevada 89154-1042

Attn: Robert Deaver

**Invoice Details**

	Per Unit	Unit Price
Safety Inspection System	\$5,000	\$5,000

**TOTAL DUE** **\$5,000**

For this period and the following two consecutive years beginning and ending 9/1 and 8/31 SUNY will be charged \$5,000 per year.

\* If Suffolk County Community College purchases both the Safety Inspection System and Safety Equipment Inspection System, a 25% discount will be applied to both systems OR \$3,750 each a total savings of \$2,500.