



TOWN OF WEST SENECA

TOWN SUPERVISOR
SHEILA M. MEEGAN
TOWN COUNCIL
EUGENE P. HART
WILLIAM P. HANLEY, JR.

TO: The Honorable Town Board

FROM: John J. Fenz, Esq.
Town Attorney

DATE: June 1, 2016

RE: Agreement with Research Foundation of SUNY Buffalo
Community Inquiry and Mobile Learning (CIML) Pilot Program

Kindly authorize the Supervisor to execute the necessary documents to enter into an agreement with the Research Foundation at the State University of New York at Buffalo to provide facilities for the Community Inquiry and Mobile Learning (CIML) Pilot Program.

Please be advised that all participants from SUNY Buffalo will be required to undergo background checks and an insurance certificate has been received.

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE RESEARCH FOUNDATION OF STATE UNIVERSITY OF NEW YORK
AND
Town of West Seneca**

1. Town of West Seneca, hereinafter referred to as “Company”, and The Research Foundation of State University of New York on behalf of the University at Buffalo, hereinafter referred to as “Foundation” have a mutual interest in research related to Community Inquiry and Mobile Learning (CIML) Pilot Program.
2. Company is interested in a research project related to this field entitled “CIML Pilot Program” which is described in the attached Exhibit A, hereinafter referred to as the “Project”.
3. The Project will be carried out by Foundation under the direction of Ryan M. Rish.
4. Company agrees to provide access certain facilities identified in Exhibit A (“Facilities”), the use of which is required by Foundation for performance of the Project.
5. The Project tasks performed in Facilities will be conducted in accordance with the following terms and conditions:

A. Proprietary Information

1) The parties acknowledge that they may possess certain proprietary or confidential information which may be utilized in performance of the Project. All such proprietary or confidential information shall be provided by the disclosing party in writing and marked “confidential”, or disclosed orally and summarized in writing and marked “confidential” within 30 days of oral disclosure (“Protected Information”). The receiving party shall protect the disclosing party’s Protected Information with the same standard of care with which the receiving party protects its own Protected Information. Each party shall, for a period of three (3) years after the date of the last signature on this MOU, maintain the same level of care to prevent the disclosure of a party’s Protected Information, unless otherwise required by law. In the event that a party must disclose Protected Information as required by law or court order, the disclosing party shall give advance, reasonable notice to the other party of the compelled disclosure.

2) Protected Information shall not include information that: a) was already in the possession of a party at the time it was acquired from the disclosing party; b) is already generally available to the public, or subsequently becomes so available without default of the receiving party; c) is received by a party to this MOU from a third party who did not acquire it directly or independently from a party to this MOU in confidence, or; d) is independently developed by a party without the use or reliance on Protected Information.

C. Publications

Foundation may publish the Research Results pursuant to the performance of this MOU.

D. Indemnification

Company hereby agrees to indemnify Foundation for any claims or actions, including any third party claims, brought against Foundation due to Company's gross negligence, willful misconduct, or intentional wrong-doing.

Foundation hereby agrees to indemnify Company for any claims or actions, including any third party claims, brought against Company due to Foundation's gross negligence, willful misconduct, or intentional wrong-doing in connection with Foundation's use of Company's facilities in performance of the Project.

E. Use of Name

The parties agree not to use the name and any logotypes or symbols of the other party in any advertising, sales promotion, or other publicity matter without the prior written approval of the other party. However, this provision is not intended to restrict either party from disclosing the existence and nature of this MOU, or from including its existence in the routine reporting of the party's activities.

**RESEARCH FOUNDATION
OF SUNY**

COMPANY

By: _____
Date

By: _____
Date

Name

Title

Exhibit A

SCOPE OF WORK

Overview

The Project will consist of the Project Staff facilitating an educational opportunity for 7-10 adolescents enrolled in the Town of West Seneca's YES Program based on community inquiry and mobile learning. The Project will be held from June 27, 2016 to August 5, 2016. The Project sessions will be held on Mondays, Wednesdays, and Fridays, from 9:00 am to 1:00 pm.

Project Staff

Dr. Ryan M. Rish, Project Manager
Aijuan Cun, Graduate Assistant
Merve Pamuk, Graduate Assistant

FACILITIES

The Company agrees to provide the Foundation with access to a locker room in the Ice Rink. The Company will also provide tables and chairs to be used in the locker room during the time the Project is held. The locker room will remain locked by the Ice Rink maintenance staff when it is not in use by the Foundation during the time the Project is held. The Company is not to be held responsible for the loss of any of the equipment and materials used by the Project staff within the locker room.