

Undergraduate Student Government
Stony Brook University
SAC Suite 202, Room 210
(631) 632-6473



Alexander E. Dimitriyadi
Executive Vice President

Deborah Machalow
President Pro Tempore

SENATE

2010 – 2011 COMMUTER STUDENT ASSOCIATION READERSHIP CONTRACT ACT

An act to provide daily newspapers for the commuter students of Stony Brook University

Be it enacted by the Senate of the Undergraduate Student Government,

SECTION 1. SHORT TITLE

This Act may be cited as the “2010 – 2011 Commuter Student Association Readership Contract Act.”

SECTION 2. APPROVAL OF THE CONTRACT

The attached contract shall be authorized for approval by the Treasurer of the Undergraduate Student Government following the enactment of this Act.

SECTION 3. EFFECTIVE DATE

This Act shall take effect immediately following the enactment of this Act.

Alexander E. Dimitriyadi
Executive Vice President

Date

Matthew H. Graham
President

Date

SUNY STONY BROOK UNIVERSITY - COMMUTER
Newspaper Program Agreement
2010-2011 Academic Year

This Agreement is entered into on August 24, 2010 by SUNY STONY BROOK UNIVERSITY ("SUNY STONY BROOK UNIVERSITY") and USA TODAY, a division of Gannett Satellite Information Network, Inc. ("USA TODAY").

SUNY STONY BROOK UNIVERSITY and USA TODAY desire to implement a Newspaper Readership Program ("the Program") aimed at developing newspaper readership among SUNY STONY BROOK UNIVERSITY students. SUNY STONY BROOK UNIVERSITY is entering into this Agreement with USA TODAY for the sale and distribution of USA TODAY, New York Times and Newsday.

1. SUNY STONY BROOK UNIVERSITY Responsibilities: SUNY STONY BROOK UNIVERSITY shall be responsible for the following at its sole cost and expense:
 - a) During the academic term(s), outlined in paragraph 3 below, purchasing copies of USA TODAY, New York Times and Newsday based upon the rates and amounts as specified on Exhibit A, which is attached hereto and incorporated herein.
 - b) No later than August 30, 2010, the parties will agree upon campus locations where copies of the newspapers will be made available. The number of copies will be adjusted daily by USA TODAY, acting as distributor.
 - c) Work with USA TODAY to select the newspapers and determine the appropriate number of copies to be distributed pursuant to this Program. The distribution will be non-materially adjusted daily by USA TODAY, acting as distributor.
 - d) Make payments to USA TODAY upon receipt of detailed monthly invoices.

2. USA TODAY Responsibilities: USA TODAY shall be responsible for the following at its sole cost and expense:
 - a) Coordinate the purchase of designated newspapers. Delivery to SUNY STONY BROOK UNIVERSITY selected locations and maintenance of newspaper display units provided by USA TODAY.
 - b) Assist with development, distribution, collection, and evaluation of surveys concerning the program.
 - c) Deliver USA TODAY, New York Times, and Newsday in agreed upon amounts to each SUNY STONY BROOK UNIVERSITY designated location by no later than 7:00 a.m. each day USA TODAY and the other designated newspapers are offered.
 - d) Count and accept all unused newspapers for credit.

3. Term /Termination:
 - a) The term of this Agreement shall be from August 30, 2010 through May 16, 2011.
 - b) Either party may terminate this Agreement at any time if within 30 days after receipt of written notice of a breach hereof, the breaching party fails to cure such breach.
 - c) SUNY STONY BROOK UNIVERSITY may terminate this Agreement by providing written notice to USA TODAY at least thirty (30) days prior to the expiration of respective year.

4. Relationship of the parties: SUNY STONY BROOK UNIVERSITY is an independent contractor and SUNY STONY BROOK UNIVERSITY and USA TODAY are not, and shall not be considered as joint venturers, partners, agents, or employees of each other. Neither party shall have the power to bind or obligate the other party.
5. Use of name and logo: Neither SUNY STONY BROOK UNIVERSITY nor USA TODAY is licensed to use any name, registered mark, symbol or logo of the other party without such party's prior written consent.
6. Law Compliance: Both parties shall comply with all laws, ordinances, rules, orders, and regulations of federal, state and municipal governments, and of any and all departments, divisions, bureaus, and agencies applicable to their performance of this Agreement.
7. Indemnification: Each party shall release, indemnify, and hold the other party, its officers and employees harmless from any and all liability, claims, suits, actions, damages, settlements and expenses, including reasonable attorneys' fees, arising out of personal injury or property damage in connection with each party's performance of its responsibilities under this Agreement, except for claims due to the negligence or willful conduct of the indemnified party. USA TODAY's indemnification obligations will not apply to any claims related to the content of any newspaper delivered hereunder.
8. Miscellaneous: This Agreement may only be modified in writing signed by both parties. This Agreement contains the entire agreement of the parties regarding its subject matter and supersedes all prior such agreements whether oral or written.
9. Assignment: Neither party may assign any of its rights and/or obligations under this Agreement without the other party's prior consent.
10. Governing Law: This Agreement will be governed by and construed in accordance with the laws of the State of New York without regard to its conflict of laws provisions.
11. Notices: Documents, notices, requests, demands or communications given or required or permitted to be given in connection with this Agreement shall be hand delivered or sent to the address stated herein, or any other address requested by a party in accordance with this section, by way of first class registered or certified mail, return receipt requested, postage prepaid or by facsimile addressed as follows:

To:
SUNY Stony Brook University
202 Student Activities Center
Stony Brook, NY 11794
ATTN: USG

with copies to:
SUNY Stony Brook University
202 Student Activities Center
Stony Brook, NY 11794
ATTN: CSA

To:
USA TODAY
301 Lindenwood Dr.; Ste. 300
Malvern, PA 19355
ATTN: Renee Speers
Fax (610) 640-2698

with copies to:
USA TODAY Circulation
7950 Jones Branch Drive
McLean, VA 22108
Attn: Kate Bond
Fax (703) 854-2096

12. Entire Agreement

If this Agreement correctly reflects your understanding of the agreement with USA TODAY, please sign in the space provided below and return a copy to the National Circulation/Sales Department of USA TODAY.

Sincerely,

Renee Speers, Regional Marketing Director
USA TODAY, a division of
Gannett Satellite Information
Network, Inc.

Agreed to and accepted:

Jacqueline Mark, Undergraduate Student Government Treasurer
SUNY STONY BROOK UNIVERSITY

Exhibit A

Participating Campus Locations:	Number of Students:
Commuter Commons (SAC)	1000
Commuter South P Parking Lot	1000

Cost to SUNY Stony Brook University per newspaper:

	10-11
USA TODAY	\$0.42
Newsday	\$0.50
New York Times	\$0.50

Please note that rates for partner newspapers (non-USA TODAY) are guaranteed for the academic year in which the contract originates. USA TODAY cannot guarantee the rates for such newspapers beyond that term. USA TODAY will notify SUNY STONY BROOK UNIVERSITY of any applicable rate changes.

Invoicing Procedures:

USA TODAY shall invoice SUNY STONY BROOK UNIVERSITY on a monthly basis for the exact actual daily quantities of each newspaper delivered to each campus location. The number of newspapers delivered will be adjusted on a daily basis. All unused copies collected from the display units may be returned for full credit. Monthly invoices shall detail daily usage rates for each campus location.

SUNY STONY BROOK UNIVERSITY agrees to the funding amount of \$8,000 for the academic year outlined above. USA TODAY agrees to monitor the specified budget to not exceed \$8,000 without written permission of SUNY STONY BROOK UNIVERSITY.