

Undergraduate Student Government
Stony Brook University
SAC Suite 202, Room 209
(631) 632-6473



Deborah Machalow
Executive Vice President

Najee Simmons
President Pro Tempore

SENATE

UNDERGRADUATE STUDENT GOVERNMENT STATESMAN CONTRACT 2011-2012

An act to contract the services of the Statesmen Newspaper

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

SECTION 1. SHORT TITLE

This Act may be cited as the "Statesman Contract."

SECTION 2. RATIFICATION OF THE CONTRACT

The attached contract "Statesman Contract 2011-2012" shall take effect following the approval of the Undergraduate Student Government Senate.

SECTION 3. EFFECTIVE DATE

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

Deborah Machalow
Executive Vice-President

Date

Mark Maloof
President

Date



Stony Brook University
Undergraduate Student Government
Memorandum of Understanding

This Memorandum of Understanding will service as a letter of intent the Undergraduate Student Government hereinafter referred to as “USG” having its office place of business at the Student activity Center-Suite 202, Stony Brook University, Stony Brook, New York 11794-2800, and the Statesman, a not for profit corporation, P.O. Box 1530, Stony Brook, NY 11794

The terms of this agreement shall be for the period July 1, 2011 through June 30, 2012.

1. The Statesman shall indemnify, defend and hold harmless USG, its officers, directors, and employees from any and all claims and/or liabilities that may arise out of, or be related to the business of the Statesman, including reasonable counsel.
2. The Statesman’s insurance program shall show USG as a Certificate Holder.
3. The Statesman shall provide USG with certified annual financial statements for the fiscal year ending June 30, 2012 within 90 days of the fiscal year end.
4. The Statesman represents and warrants that it is a registered and existing not-for-profit corporation, in good standing with all appropriate government agencies.
5. The parties understand and agree that The Statesman and USG are independent organizations and are not related to each other whatsoever. This is an independent contractor agreement. Accordingly, neither organization shall be responsible for the actions or statements of the other. It is further understood that USG is not involved in the oversight or supervision of The Statesman, and shall bear no liability whatsoever for claims or actions, which may result from such programs.
6. USG makes no representation as to and is not responsible for the content of any publication nor may any publication be assumed to represent the views of USG.
7. The Statesman shall provide subscription services to USG. The advertising for USG for the period July 1, 2011 through June 30, 2012, shall be at \$55 for ¼ size page

advertisements, \$110 for ½ size page advertisements, and \$220 for full size page advertisement, which is discounted rate.

8. Pursuant to the USG Budget Process, USG is authorized to provide The Statesman a subscription fee of \$34,500. The USG may choose, at its discretion, to provide additional funds to The Statesman.
9. This agreement shall be construed (both validity and performance) and enforced in accordance with, and governed by, the laws of the State of New York. In the event of a dispute under this agreement, a suit may be brought only in court of competent jurisdiction in Suffolk County, State of New York.

WITNESS WHEREOF, both parties have executed this agreement the day and year first above written

THE STATESMAN:

Signature

Date

Print Name

Position

UNDERGRADUATE STUDENT GOVERNMENT

Mark Maloof
President

Date