



BROWN | WEINRAUB

October 13, 2021

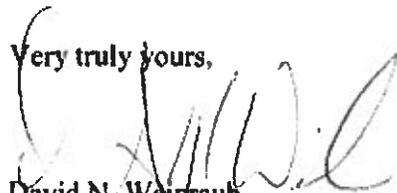
J. Michael Haynie
Vice Chancellor
Syracuse University
National Veterans Resource Center
101 Waverly Avenue
Syracuse, NY 13244

Dear Mr. Haynie

Brown & Weinraub, PLLC agrees to provide legislative and regulatory representation on behalf of Syracuse University beginning on October 7, 2021 through October 6, 2022 for a monthly fee of \$7,500.00, plus disbursements. This agreement may be terminated by either party, by providing the other party with five (5) days written notice.

If the above meets with your approval, please so indicate by signing this letter in the space provided below and returning it to our office.

We will register as lobbyists for Syracuse University with the New York State Joint Commission on Public Ethics.

Very truly yours,

David N. Weinraub

ACCEPTED AND AGREED.

By: _____
Mr. J. Michael Haynie
Syracuse University

_____ Date

The Kenmore Building | ph: 518.427.7350
76 North Pearl Street, Suite 3 | fx: 518.427.7792
Albany, NY 12207 | www.brownweinraub.com



SERVICES AGREEMENT

This Services Agreement ("Agreement"), dated October 7, 2021 (the "Effective Date") is made by and between **Syracuse University** (the "University"), 101 Waverly Avenue, Syracuse, New York 13244 and **Brown & Weinraub, PLLC** ("Provider"), whose principal place of residence/business is at 76 N. Pearl Street, Suite 3, Albany, New York 12207.

1. Proposal. Provider agrees to perform the services for the University outlined in the proposal attached as Exhibit A. In addition to the services described therein, Provider shall participate in conference calls twice monthly with the University contact, Cydney Johnson, or such person as directed by University leadership. In the event of any conflict in the terms, the terms in this Agreement shall control.
2. Term and Termination.
 - a) The Term of this Agreement shall be for one (1) year following the Effective Date, unless earlier terminated as provided herein.
 - b) Either party may terminate this Agreement upon five (5) days written notice to the other party.
 - c) In the event of a termination, without limiting remedies otherwise available, Provider agrees to refund the University any prepaid fees less a pro rata portion for services rendered prior to the date of termination, and the University agrees to pay Provider for services rendered and accepted prior to the date of termination for which payment has not been made, whichever the case may be, and the University shall have no further financial obligation for fees for this Agreement.
3. Fees. All fees shall be set forth in Exhibit A. Payment shall be made monthly in arrears.
4. Ownership of Work Product / Work Made for Hire. Provider acknowledges that all ideas, intellectual property, deliverables and other work product conceived of, developed or created by, or contributed to by Provider or any subcontractors in connection with this Agreement ("Work Product") shall be the property of the University as either specially commissioned works made for hire under U.S. copyright law or otherwise, and the University is and shall be the sole and exclusive owner of all right, title and interest in and to the Work Product and all physical copies of the Work Product in all media, including all digital files containing the Work Product. To the extent that any Work Product is deemed not to be "work made for hire" or otherwise owned by the University, Provider hereby irrevocably assigns, and shall ensure all its independent contractors assign, to the University all of its/their worldwide right, title, and interest in and to all Work Product, together with all related benefits, privileges, rights of action, remedies and intellectual property rights (whether before or later accrued), without the need for further consideration or agreement. Provider hereby waives, and agrees never to assert, any moral or publicity rights it may have or accrue with respect to any Work Product. Provider shall execute, cause to be executed and/or deliver such other instruments or documents as are required or reasonably requested by the University to further effect or evidence the University's ownership of the Work Product.
5. Insurance Requirements. Without limiting any of the obligations or liabilities of Provider, Provider shall carry and maintain, at their own expense including any applicable deductibles or retentions, as long as respective, applicable statute(s) of limitation or repose are in effect relating to the specific purposes of this Agreement, insurance policies of the kind and at least the limits listed below and with insurers with an A.M. Best's Rating of not less than A-VIII at all times. Accordingly, Provider will maintain at least the following insurance requirements:
 - a) Workers Compensation: Statutory Limits;
 - b) Commercial General Liability Insurance written on an occurrence basis with limits of at least \$1,000,000 per occurrence and \$2,000,000 aggregate to include coverage for, but not limited to, premises/operations liability, contractual liability, products and completed operations, independent contractors, personal and advertising injury.

The policy required by paragraph (b) above shall name the University as an additional insured with respect to the Agreement to which the insurance requirements pertain. The above policies shall be primary and non-contributory insurance ahead of any insurance carried by the University with respect to the Agreement. Certificate(s) of

SERVICES AGREEMENT

Insurance evidencing the required coverage shall be sent to the Syracuse University Risk Management Department, 621 Skytop Road, Suite 100, Syracuse, New York 13244-5300.

6. **Indemnification.** Each party (the "Indemnifying Party"), to the fullest extent permitted by law, shall defend with competent counsel, indemnify and hold harmless the other party (the "Indemnified Party") and the Indemnified Party's trustees, directors, officers, employees, agents and representatives from and against any and all claims, demands, actions, suits and proceedings, judgments (whether civil, criminal or administrative), and any and all liability, loss, expense (including reasonable attorneys' fees and professional expenses), costs or damages (collectively "Losses"), which are proximately caused by (i) the Indemnifying Party's breach of its obligations, representations or warranties under this Agreement, or (ii) the intentional or negligent act or omission of the Indemnifying Party or any of its trustees, directors, officers, employees, servants, agents, representatives or contractors. Further, Provider, to the fullest extent permitted by law, shall defend with competent counsel, indemnify and hold harmless the University, its trustees, directors, officers, employees, agents and representatives from and against any and all Losses arising out of a claim that any product, service or deliverable infringes upon a patent, copyright, or other intellectual property of a third party.
7. **Confidentiality/Non-Disclosure.**
 - a) "Confidential Information" shall mean the Work Product and all information which the University or its representatives furnish or disclose, or have furnished or disclosed, to the Provider or its representatives, including but not limited to trade secrets, drawings, business methods and processes, data, information regarding past or present students, financial information, marketing plans, analytics and other information that should by its nature or context be recognized as proprietary and/or confidential. All samples, notes, abstracts, and analyses of Confidential Information shall also be deemed to be Confidential Information for purposes of this Agreement. Notwithstanding the foregoing, Confidential Information shall not include information which (i) was available to the public prior to its being disclosed hereunder; (ii) becomes available to the public after its receipt by the Provider through no act or failure on the part of the Provider or its representatives; (iii) was known to the Provider prior to its receipt from the University; or (iv) was acquired by the Provider from a third party under no obligation to maintain its confidentiality.
 - b) Provider agrees to hold in strictest confidence all Confidential Information, and not to disclose or make use of such Confidential Information other than for the performance of this Agreement. Such Confidential Information shall remain the property of the University. The obligations of this section extend to the employees, agents and contractors of Provider; Provider shall inform such persons of their obligations hereunder and shall be responsible for any breach of such obligations by such persons. Inasmuch as any breach of this Agreement may result in immediate and irreparable injury, it is recognized and agreed that the University shall be entitled to equitable relief, including injunctive relief and specific performance, in addition to all other remedies available at law.
 - c) If Provider or any of its representatives is required by legal process to disclose any Confidential Information, it shall promptly notify the University and cooperate with the University so as to permit the University to seek a protective order or take other appropriate action.
 - d) At University's discretion and request all Confidential Information shall be promptly returned to the University or destroyed.
 - e) Provider acknowledges that some or all of Confidential Information may constitute "Education Records" as defined by the Family Educational Rights and Privacy Act, as amended, and the United States Department of Education regulations promulgated thereunder (collectively, "FERPA"). Accordingly, Provider shall use best efforts to protect Education Records consistent with FERPA, and shall not use or allow access to such Education Records except in accordance with the requirements established by the University (including without limitation the University institutional policy pertaining to use and disclosure of FERPA Education Records, <http://supolicies.syr.edu/studs/ferpa.htm>, as in effect from time to time).
8. **Security Requirements.** Provider agrees to perform all services under this Agreement in compliance with industry and security standards and norms (i.e. CIS Critical Security Controls, NIST 800-53 rev4, ISO 27002- 2013, etc.) and with the security controls listed herein, and, upon the University's request, to provide evidence of such compliance. The obligations of this section extend to the employees, agents and contractors of Provider; Provider

SERVICES AGREEMENT

shall inform such persons of their obligations hereunder and shall be responsible for any breach of such obligations by such persons.

- a) Safe and secure methods of data and material storage, transport and disposal;
 - b) Secure configurations for hardware and software on Provider's mobile devices, laptops, workstations, servers, and network infrastructure where the University is data stored, processed or transmitted, including but not limited to the following:
 - 1) Malware defenses
 - 2) Controlled and auditable use of administrative privileges
 - 3) Controlled and auditable access to data based on role or need to know
 - 4) Use of only Provider approved and licensed software
 - 5) Full disk encryption for laptops and mobile devices
 - 6) Timely patching of known security vulnerabilities within operating systems or software applications;
 - 7) Ongoing vulnerability assessments and remediation of findings;
 - c) Secure method of user authentication which includes strong encryption of user passwords at rest or in transit;
 - d) Boundary protection of Provider's information technology infrastructure, minimally to include firewalls or access lists, and actively monitored intrusion detection/prevention systems;
 - e) Continuously operating vulnerability detection and remediation program.
 - f) Storage and processing of data only within the United States;
 - g) Secure encryption technologies utilized within Provider's wireless networks;
 - h) Prompt notification of any breach or compromise of University data, ongoing updates until the true scope, cause and impact of such breach or compromise have been identified and reported to University, and plans for corrective action.
9. **Warranties and Representations.** Provider hereby warrants and represents that (a) it has full power and authority to enter into, and fully perform its obligations under this Agreement, (b) its performance under this Agreement shall not infringe on the intellectual property, privacy or publicity rights of any third-party, and (c) all services provided hereunder shall be rendered in a professional manner and in compliance with applicable law.
10. **Publicity; Branding.** All uses of the University's trademarks/service marks, logos, images or other indicia ("Marks"), whether in connection with services provided under this Agreement, for Consultant's own marketing purposes or otherwise, require prior written approval from the University's Office of Trademark Licensing at trademarklicensing@syr.edu. The University acknowledges that Provider will include the University in its client list on its website during the Term hereof. Provider's use of any Marks, and development of any web pages to be integrated with the University's websites, shall be in compliance with University's quality standards and specifications, including without limitation University's Brand Guidelines available at <https://www.syracuse.edu/about/brand/>. In addition, Provider may not issue any press releases or make any other public announcement concerning services provided under this Agreement without University's prior written consent.
11. **Miscellaneous.**
- a) **Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York without reference to any principles of choice of law. Jurisdiction of any litigation with respect to this Agreement shall be in New York, with venue in a state or federal court of competent jurisdiction located in Onondaga County, New York, and both parties hereby submit to such exclusive jurisdiction.
 - b) **Assignment.** Provider shall not assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the University. Any attempt to assign in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.
 - c) **Subcontractors.** Provider may not subcontract any of the work, services or other performance required of Provider under this Agreement without the written consent of the University. Provider shall be responsible for all work performed by its subcontractors and agents as if it were performing the work itself.

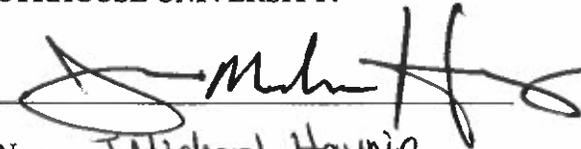
SERVICES AGREEMENT

- d) Independent Contractors. The parties shall be independent contractors and not partners, joint venturers, principal and agent, or any other similar relationship. Neither party shall have, or hold itself out as having, the power or authority to bind or create liability for the other by its negligent or intentional act or omission.
- e) Execution. This Agreement may be executed in counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute but one instrument, and shall become effective when copies hereof which, when taken together, bear the signatures of each of the parties hereto. Electronic, facsimile and .pdf signatures shall be deemed original signatures.
- f) Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersede any prior oral or written understandings of the parties. This Agreement shall not be modified in any way except by in writing and signed by both parties.
- g) Waiver. Any waiver of any terms and conditions hereof must be in writing and signed by the parties hereto. The waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any subsequent breach of the same or any other terms and conditions hereof.
- h) Severability. If any one or more of the provisions contained in this Agreement is held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provision of this Agreement, and all other provisions will remain in full force and effect.
- i) Compliance with Laws. In carrying out the Services, Provider will comply with any and all applicable federal, state, and local laws as the same exist and may be amended from time to time.
- j) Notices. All notices shall be in English, in writing, and personally delivered, sent by U.S. mail (certified mail, return receipt requested), or delivered by overnight delivery service (with written confirmation of delivery), to the other party at its address set forth herein, and for the University, a copy shall also be sent to: Office of University Counsel, Syracuse University, Crouse-Hinds Hall Suite 518, 900 South Crouse Avenue, Syracuse, New York 13244. The date of personal delivery or the date of written confirmation of delivery, as the case may be, shall be deemed to be the date on which such notice is given.
- k) Survival. The following provisions shall survive any expiration or termination of this Agreement: Sections 2(c), 4, 6, 7, 9, 10, and 11.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

SYRACUSE UNIVERSITY:

Brown & Weinraub, PLLC:





Name: J. Michael Haynie

Name: DAVID N. WEINRAUB

Title: Vice Chancellor, Strategic Initiatives and Innovation

Title: _____

Adam J Hepburn

From: Ellen M Hemmerlein
Sent: Wednesday, October 13, 2021 3:33 PM
To: Adam J Hepburn; Cydney M Johnson
Subject: RE: Syracuse University

Approved!

Ellen M. Hemmerlein

Associate General Counsel
Office of University Counsel

T 315.443.9057 **M** 315.440.5993 **F** 315.443.9720
emhemmer@syr.edu

900 South Crouse Avenue, Suite 518, Syracuse, NY 13244
syracuse.edu

Syracuse University

From: Adam J Hepburn <ajhepbur@syr.edu>
Sent: Wednesday, October 13, 2021 12:44 PM
To: Cydney M Johnson <cmjohnso@syr.edu>; Ellen M Hemmerlein <emhemmer@syr.edu>
Subject: RE: Syracuse University

Thanks - Ellen are these approved from legal end?

From: Cydney M Johnson <cmjohnso@syr.edu>
Sent: Wednesday, October 13, 2021 12:38 PM
To: Ellen M Hemmerlein <emhemmer@syr.edu>; Adam J Hepburn <ajhepbur@syr.edu>
Cc: Cydney M Johnson <cmjohnso@syr.edu>
Subject: FW: Syracuse University

Please find the two documents that are final agreement and letter of approval that are ready for Vice Chancellor Haynie to sign and they can be returned to me – I will send back to Brown Weinraub.

Please review and confirm.
Thank you
cydney

Cydney M. Johnson

Vice President, Community Engagement and Government Relations

T 315.443.9239 **M** 315.247.6465
cmjohnso@syr.edu

2-212E, Center for Science & Technology, Syracuse, NY 13244
gcr.syr.edu

Syracuse University

From: DaVona Francis <dfrancis@BrownWeinraub.com>

Sent: Tuesday, October 12, 2021 12:14 PM

To: Cydney M Johnson <cmjohnso@syr.edu>

Cc: Mary Beth Labate <mlabate@BrownWeinraub.com>

Subject: Syracuse University

Good Afternoon

Attached is a copy of the retainer agreement from Brown & Weinraub, please sign and return via email.

Thank You !

DaVona Francis



76 North Pearl, Suite 3, Albany, New York 12207

518-427-7350 Office 518-427-7792 Fax

dfrancis@brownweinraub.com