MEMORANDUM OF UNDERSTANDING
BETWEEN
SUFFOLK COUNTY COMMUNITY COLLEGE
AND
CUSTER INSTITUTE OF ASTRONOMY

Whereas, the Eastern Campus of Suffolk County Community College (College) offers several courses in the Astronomy Department, and

Whereas, the Eastern Campus currently owns an Obsession F5, 25" Telescope but has insufficient facilities to safely store and use the telescope, and

Whereas, the Custer Institute, at 1115 Main Bayview Road, Southold, New York, 11971, has sufficient facilities for the storage and use of the telescope,

Now, therefore, in consideration of the covenants, promises and consents herein contained, the parties hereto agree as follows:

1. Term of Agreement

This Agreement shall be in effect from September 1, 2008 through August 31, 2009, with five (5) one-year options to renew. The College shall notify the Custer Institute in writing no later than June 1 of each year as to whether it shall exercise the option to renew.

2. College Responsibilities

a. At the commencement of each semester, the College will provide the Custer Institute with a schedule of intended use of the telescope, which shall include the names of the faculty who are authorized to have access to the facility and the use of the telescope.

b. The College will insure that students will not have access to facility or use of the telescope unless supervised by a faculty member.

c. The College may request additional access during each semester for non-regular or unexpected celestial events. For such events, the College will provide Custer Institute with a 1-week notice for use of the telescope.

3. Custer Institute Responsibilities

a. The Custer Institute agrees to house the telescope in a safe and secure location at no cost to the College. In exchange, the Custer Institute may use the telescope when it is not otherwise being used by the College.
b. The Custer Institute will provide the College access to the telescope as provided for in this Memorandum of Understanding.

c. The Custer Institute will at all times maintain the telescope in good working order at its sole cost and expense.

d. The Custer Institute will give the College priority for using the telescope in the event a conflicting schedule exists; excluding Saturday nights on Custer’s regularly scheduled community event.

e. The Custer Institute shall procure, pay the entire premium for and maintain throughout the term of this Agreement, Commercial General Liability insurance, including contractual liability coverage, in an amount not less than One Million Dollars ($1,000,000.00) per occurrence for bodily injury and One Million Dollars ($1,000,000.00) per occurrence for property damage and naming the College and the County of Suffolk as additional insureds. All policies providing such coverage shall be issued by insurance companies with an A.M. Best rating of A- or better. The Custer Institute shall furnish to the College Declaration Pages for such policy of insurance, evidencing compliance with the aforesaid insurance requirement and the College and County’s status as additional insureds on the policy.

f. The Custer Institute agrees that it shall protect, indemnify and hold harmless the College and its officers, officials, employees, contractors, agents and other persons from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys’ fees, arising out of the acts or omissions or the negligence of the Custer Institute in connections with the services described or referred to in this Agreement. The Custer Institute shall defend the College in any suit, including appeals, or at the College’s option, pay reasonable attorney’s fees for defense of any such suit arising out of the acts or omissions or negligence of the Custer Institute, its officers, officials, employees, subcontractors or agents, if any, in connection with the services described or referred to in this Agreement.

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Suffolk County Community College

Dr. Evon Walters
Executive Dean/CEO
Eastern Campus

Date: 10/22/08

Custer Institute of Astronomy

Donna L. McCormick
President, Custer Institute of Astronomy

Date: 10/16/08

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