MEMORANDUM OF UNDERSTANDING
BETWEEN
SUFFOLK COUNTY COMMUNITY COLLEGE
AND
NORTH SHORE HORSE RESCUE, INC.

WHEREAS, Suffolk County Community College (College), a chartered community college pursuant to New York State Education Law, has an accredited Veterinary Science Technology (VST) Program, and

WHEREAS, the College offers the following courses:

VST101 Introduction to Animal Technology – Survey course introducing terminology and specialization of animal technology field. Requires two (2) field visits to observe professions in the animal health field.

VST111 Farm Animal Nursing – Familiarizes students with proper handling techniques and procedures such as restraint, collection of specimens, and medication of farm animal species.

WHEREAS, North Shore Horse Rescue, Inc. (NSHR) is a domestic not for profit, 501(c)(3), corporation, and

WHEREAS, the College desires NSHR to provide horses and facilities for the purpose of providing practical learning for students in the VST101 and VST111 courses, as part of their professional preparation, and NSHR is willing to provide such facilities and horses,

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

a. Term: This Agreement shall be in effect from September 1, 2014 through August 31, 2015.

b. The College and NSHR shall maintain ongoing communication to coordinate the scheduling of academic sessions on dates and times mutually agreeable to the parties. The College will confirm the dates and times in a letter to NSHR at least two weeks before the start of each semester (Fall and Spring).
c. The College VST Program will provide hands-on procedural tasks involving horses under the direction of a VST instructor at all times.

d. NSHR personnel on duty must be notified of the student’s presence prior to any procedures being performed.

e. NSHR will make available sufficient space for instruction for faculty and students to meet the needs of the classes offered by the College, including a covered area for holding classes during inclement weather.

f. Termination: Either party may terminate this Agreement, with or without cause, upon sixty (60) days’ advance written notice to the other party, such notice being given as set forth in the provision of this Agreement.

Indemnification

a. To the extent permitted by law, the College shall indemnify and hold harmless NSHR, its consultant (if any), employees, agents and other persons from and against all claims, costs and expenses (including attorneys fees), losses and liabilities of whatsoever nature arising out of the acts or omissions or negligence of the College, its officers, agents, or employees in connection with this Agreement.

b. NSHR shall indemnify and hold harmless the College, its consultant (if any), employees, agents and other persons from and against all claims, costs and expenses (including attorneys fees), losses and liabilities of whatsoever nature arising out of the acts or omissions or negligence of NSHR, its officers, agents, or employees in connection with this Agreement.

c. Each party agrees that it shall give the other party prompt written notice of any claim threatened or made, or suit instituted against it which could result in a claim for indemnification as above; provided however, that failure to give such notice shall not be a waiver of a party’s right to indemnification from the other.

Notice

Notices required pursuant to this Agreement shall be in writing and sent by regular mail and certified U.S. mail, postage fully paid, to the following:
For the College:

Dr. Allen Jacobs  
Academic Chair/Coordinator  
Allied Health/Veterinary Science  
Suffolk County Community College  
P109 Crooked Hill Road  
Brentwood, NY 11717

Louis J. Petrizzo  
College General Counsel  
Suffolk County Community College  
533 College Road, NFL230  
Selden, NY 11784

For NSHR:

Laura Palermo  
Chairperson  
North Shore Horse Rescue Inc. & Sanctuary  
2330 Sound Avenue  
Baiting Hollow, NY 11933

Suffolk County Community College

North Shore Horse Rescue, Inc.

Dr. Allen Jacobs  
Academic Chair/Coordinator  
Allied Health/Veterinary Science

Laurel Palermo  
Chairperson