



The State University
of New York

Office of the
Chief Financial Officer

State University Plaza
Albany, New York 12246

www.suny.edu

January 23, 2014

Mr. Michael F. LeVine
Vice President for Finance and Management
State University College at Buffalo
1300 Elmwood Avenue
Buffalo, New York 14222

Re: START-UP NY

Dear Mr. LeVine:

Congratulations. Attached is the approved application for Buffalo State College's Campus Plan for Designation of Tax-Free Area(s).

Please submit your Campus Plan to Designations@esd.ny.gov. Also, please copy program.review@suny.edu so that we know which plans have been submitted to ESDC and can monitor their progress at the agency.

Best of luck to you and Buffalo State College in launching the START-UP NY Program.

Best regards,

Robert M. Haelen
Interim Chief Financial Officer

Attachment
Copy: SUNY START-UP NY Proposal Review Team

To Learn
To Search
To Serve

the Power of 



**SUNY START-UP NY
Campus Plan for Designation of Tax-Free Area(s) Memorandum (CPM)**

To: Nancy L. Zimpher, SUNY Chancellor
Robert M. Haelen, SUNY Interim Chief Financial Officer

From: Howard Cohen, President, SUNY Buffalo State
Michael F. LeVine, VP for Finance and Management, SUNY Buffalo State

Re: Buffalo State Campus Plan for Designation of Tax-Free Area(s) ("Campus Plan")

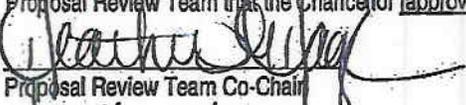
Date: November 22, 2013

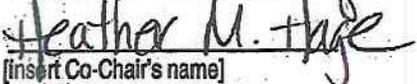
For campus Office of the President:
The arrangement documented in the attached Campus Plan is aligned to the academic mission of SUNY Buffalo State and in accordance with all SUNY policies, procedures, and guidelines.


Howard Cohen
Interim President, SUNY Buffalo State

FOR SUNY SYSTEM ADMINISTRATION USE ONLY

For SUNY's START-UP NY Proposal Review Team Co-Chair: It is recommended by the SUNY START-UP NY Proposal Review Team that the Chancellor approve/reject the attached Campus Plan:


Proposal Review Team Co-Chair


[insert Co-Chair's name]

Date: 12/31/13

For SUNY Office of the Chancellor:
The attached Campus Plan is hereby approved/rejected for campus submission to the chief executive officer of the municipality or municipalities in which the proposed Tax-Free Area is located, local economic development entities, the applicable campus governance bodies, union representatives and the and the NYS Commissioner of Economic Development.


Signature of the Chancellor or designee


[insert Chancellor or designee name]

Date: 1/6/2014

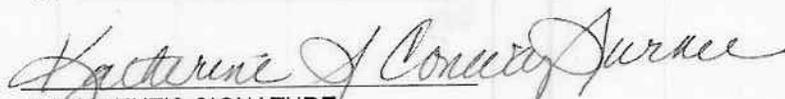


The State University
of New York

To: Howard Zemsky, President & CEO, Empire State Development and Commissioner, NYS
Department of Economic Development
From: President Katherine S. Conway-Turner, SUNY Buffalo State
Re: SUNY Buffalo State's Campus Plan for Designation of Tax-Free Area(s)
Date: December 23, 2015

I, President Conway-Turner of SUNY Buffalo State hereby certify the following:

- a.) we have provided a copy of the enclosed Campus Plan for Designation of Tax-Free NY Area, to the municipality or municipalities in which the proposed Tax-Free NY Area is located, local economic development entities, the applicable faculty senate, union representatives, and student government at least 30 days prior to submitting the plan to you and attached evidence of submission herewith; and
- b.) we comply with Public Officers Law Section 74; State University of New York's Policy on Conflict of Interest and Policy on START-UP NY Program Participation; the Research Foundation's Conflict of Interest Policy and Guidelines for the Management of Conflicts of Interest, and the Buffalo State College Foundation Conflict of Interest Policy; and attached copies of the policies and/or guidelines herewith; and
- c.) we comply with the Commissioner's rules and guidelines on anticompetitive behavior (NY EDL, art. 21, sect. 440); and
- d.) we are aware of the non-governmental use limitations associated with state issued tax exempt bonds and if our proposed Tax-Free NY Area was financed with tax exempt bonds, we will: 1.) make potential businesses aware of these limitations when marketing property; and 2.) take appropriate steps to ensure that non-governmental use of property funded with tax-exempt bonds will not jeopardize the tax exempt status of state issued bonds; and
- e.) for the land or space located outside of the campus boundaries, we consulted with the municipality or municipalities in which such land or space is located prior to including such space or land in the proposed Tax-Free NY Area and we have given preference to underutilized properties; and
- f.) we have not relocated or eliminated any academic programs, any administrative programs, offices, housing facilities, dining facilities, athletic facilities, parking, or any other facility, space or program that actively serves students, faculty or staff in order to create vacant land or space to be designated as a Tax-Free NY Area; and
- g.) the information contained in the enclosed application is accurate and complete.


PRESIDENT'S SIGNATURE

12/23/15
DATE

Attachments/Enclosures:

- 1.) Tax-Free Area Plan with Polygon shapefile of campus area (if available) and/or point data of vacant space (if available), **OR** outline and shaded delineation of proposed tax-free area on a campus aerial photo and/or campus map shaded to indicate land or building containing proposed tax-free space, and floor plans of building space with designated space clearly labeled and shaded.
- 2.) Excel spreadsheet of property to be designated
- 3.) Applicable conflict of interest policies
- 4.) Evidence of submission of Tax-Free Area Plan to interested parties



START-UP NY CAMPUS PLAN FOR DESIGNATION OF TAX-FREE AREA(S)

Campus Name: SUNY Buffalo State
Campus Contact Name: Michael F. LeVine
Campus Contact Title: Vice President for Finance and Management
Campus Contact E-mail: levinemf@buffalostate.edu
Campus Contact Phone: (716) 878-4311

THE TAX-FREE NY AREA PLAN SHALL BE DEVELOPED BY THE CAMPUS TEAM AND PROVIDE THE FOLLOWING REQUIRED INFORMATION:

- 1) Specification or identification of space or land proposed for designation as a Tax-Free NY Area identifying the following:

- i. Provide the name and address of the SUNY, CUNY or community college seeking approval as a Sponsor, the address of the space or land proposed for designation as a Tax-Free NY Area, and a written description of the physical characteristics of the area for designation.

| | |
|---|--------------------------------------|
| Name: | SUNY Buffalo State |
| Campus Address: | 1300 Elmwood Avenue Buffalo NY 14222 |
| Address(es) of Proposed off-campus Tax-Free NY Area(s) which are being added to campus plan, and will constitute all space included in our StartUP NY program: | |
| Three property locations owned by the Buffalo Economic Renaissance Corporation (BERC), a not-for-profit local development corporation for City of Buffalo economic development initiatives. The agreement between the Buffalo State campus and BERC is included as an attachment to this campus plan. | |
| Buffalo Free Trade Complex Suites 106, 118, 102 and 104 (to be leased as one unit) in Central Core of Building 85 River Rock Drive Buffalo, NY 14207 | |
| Buffalo Free Trade Complex Suites 104, 200, 203, 204, 300, 301, 302, 303, 304, and 305 100 River Rock Drive Buffalo, NY 14207 | |

Buffalo Free Trade Complex
Suites 104, 108, and 208
175 Rano Street
Buffalo, NY 14207

Description of Physical Characteristics of Proposed Tax-Free NY Area(s):

Buffalo Free Trade Complex at 85 and 100 River Rock Drive – on-campus vacant space by agreement with BERC, included in a complex of spaces in two buildings of which portions are leased to other businesses. Mix of office and warehouse/light manufacturing space, all in very good to excellent condition. Block and steel construction, modern facades, clear ceiling heights up to 20'. Grade level and dock-high loading doors in some areas.

Buffalo Free Trade Complex at 175 Rano Street – on-campus vacant space by agreement with BERC, in one contiguous building of which portions are leased to other businesses. Mix of office and warehouse/light manufacturing space, all in good condition.

- ii. Complete the Excel spreadsheet template provided with this document, noting the instructions on page 2. Include the official SUNY Physical Space Inventory (PSI) building number and a clear description of the spaces in the building or floor (when the entire floor is under consideration), or floor/wing (with outer rooms defining the space specifically listed). Include only properties sought to be designated now and exclude potential sites that may be considered in the future (see 2a below). Attach the completed spreadsheet to this plan.
 - iii. Provide also a representation of each proposed site drawn in AutoCAD on a scaled campus map with boundaries drawn clearly. Two versions should be created; one including an imbedded layer from Google Earth or other aerial photograph of the property. The second version should exclude the photographic imagery. Each parcel under consideration must have a unique alpha numeric identifier, clearly labeled on each plan which ties to identifiers in the Excel spreadsheet. If digital files containing Polygon shapefile that delineates area for designation are available, provide these as well. Attach these materials to this plan.
 - iv. Provide a campus map with each proposed building shaded. Label each building with the official building number as listed in the SUNY Physical Space Inventory (PSI) along with the building name. For each building shaded and labeled, include floor plans of all areas under consideration with the specific spaces clearly shaded and labeled with official PSI room numbers. If digital files containing Point shapefiles that provide locations of area for designation are available, provide these as well. Attach these materials to this plan.
- 2) The total square footage of the space and/or acreage of land proposed for designation as a Tax-Free NY Area is:

Buffalo Free Trade Complex at 85 River Rock Drive – 3,895 square feet

Buffalo Free Trade Complex at 100 River Rock Drive – 17,860 square feet

Buffalo Free Trade Complex at 175 Rano Street – 16,960 square feet

Total – 38,715 square feet

2a) *If applicable:* You may include here a description of any potential space or acreage of land that you may seek to designate as a Tax-Free NY Area under the START-UP NY Program in the future. This may include campus property that may become vacant, or other properties in your community that are not currently part of your campus but may be desirable for a company partner and with which you may consider an affiliation if an appropriate partner is identified. Do not include these properties in the Excel spreadsheet.

2b) *If applicable:* The total square footage of the space or acreage of land that you may propose to designate as a Tax-Free Area as identified in 2a, if known.

3) Provide a description of the type of business or businesses that may locate in the area identified in #1.

Four distinct target markets have been identified:

1. Existing companies operating outside of Western New York that fit the START-UP New York criteria (i.e., prospective clients in other states and Canada).
2. Western New York soon-to-start businesses within the Western New York community that also fit the criteria.
3. Member entrepreneurs of the Buffalo State Alumni Association.
4. Internal entrepreneurial cohort (Buffalo State faculty, staff, and students).

Target Market I: Existing, high-growth companies. These businesses may be drawn from any place in the United States, Canada, or other country. Companies identified as eligible must align with Buffalo State's mission, faculty, and students. We will draw on a full range of civic, business, political, and institutional resources to identify and connect with prospective partners.

Target Market II: Local companies that are about to launch. These are start-up companies that align with our mission for START-UP New York. We expect a large number of entrepreneurs to take advantage of this opportunity with Buffalo State. Outreach strategies must be carefully deployed. A significant risk for the college is that a large number of entrepreneurs will want to be engaged with us, and if they are not accepted into our program, they will be deeply

disappointed. The degree to which applicants feel they were treated fairly in the process is extremely important to Buffalo State.

Target Market III: Buffalo State Alumni. Buffalo State has produced an impressive array of graduates who have become successful leaders in the business community. Many of those graduates are currently running growth-oriented businesses in the region or beyond, or are otherwise influential in the corporate arena. We maintain a robust and ongoing connection with a large population of entrepreneurs who have an allegiance to Buffalo State, some of whom are likely to be excellent candidates for our program. Outreach to this market will be managed by the Government and Alumni Relations Office.

Target Market IV: Buffalo State faculty, staff, and students. We will design a flexible approach to this target group. It is possible that our campus community will be less interested in the tax-free benefits offered by START-UP New York and more interested in the opportunity and support for conducting a business enterprise in partnership with the college. We will consider accepting specific individuals into our program based on their business concept and their alignment with Buffalo State's mission.

Buffalo State's core target market focus will be directed toward businesses that feed into the STEAM disciplines (Science, Technology, Engineering, Arts, and Math). Businesses engaged in the following areas of enterprise are anticipated to be optimally in alignment with our academic mission:

- Digital technology and management
- Food technology
- Advanced manufacturing
- Digital and non-digital arts
- Blue economy-related enterprise
- Fashion and textile technology
- Environmental planning and design
- Training and professional development
- Education services
- Criminal justice
- Engineering technology
- Data management

- 4) Provide a description of the campus academic mission, and explain how the businesses identified in #3 will align or further the academic mission of the university or college.

Our Mission

SUNY Buffalo State is committed to the intellectual, personal, and professional growth of its students, faculty, and staff. The goal of the college is to inspire a lifelong passion for learning, and to empower a diverse population of students to succeed as citizens of a challenging world. Toward this goal, and in order to enhance the quality of life in Buffalo and the larger community, the college is dedicated to excellence in teaching and scholarship, cultural enrichment, and service.

Our Core Values

We, the Buffalo State community, are committed to:

- Access to quality public higher education
- Quality teaching and learning
- Opportunities for individuals to realize their full potential
- The rigors, joys, and fulfillment of intellectual discovery
- Supportive and collegial relationships
- Respect for diversity and individual differences
- Service to society

Buffalo State actively promotes a wide variety of graduate and undergraduate applied research initiatives. These academic programs create a foundation on which innovative collaborations between faculty, students, and START-UP New York entrepreneurs can be built. Further, Buffalo State maintains robust programs for service learning and applied student internships that will provide meaningful educational and career development opportunities for our students while providing our START-UP New York partners with a pool of eager and highly competent prospective employees from which they may draw. The Deans' Team, consisting of the deans of the schools of Arts and Humanities, Natural and Social Sciences, the Professions, and Education, as well as the dean of the Graduate School and the dean of University College, will assist in matching faculty and students with appropriate START-UP New York companies while simultaneously ensuring alignment with our academic mission.

Project Goals and Opportunities

Buffalo State's START-UP New York initiative creates a vibrant entrepreneurial and academic climate that will

- support New York State's economic strategy for business expansion;
- expand external funding through private and public partnerships;
- provide Buffalo State with ongoing public relations opportunities;
- connect our students with internships and other applied career-relevant growth opportunities, such as experiential learning;
- share intellectual capital between entrepreneurs and faculty;
- provide business owners with a favorable impression of Buffalo State and professional, long-term relationships that could positively affect institutional advancement;
- positively affect the applicant pool for undergraduate and graduate studies;
- foster lectures, talks, and workshops featuring START-UP New York business owners;
- expand research among faculty, students, and entrepreneurs, (such as Small Business Innovation Research);
- create a robust environment for technology transfer;
- provide a supportive environment for business development for our faculty, staff, and students;
- generate new revenue for the college (for example, rental contracts, shared intellectual property, and special educational programs).

- 5) Provide a description of how participation by these types of businesses in the START-UP NY Program will generate positive community and economic benefits, including but not limited to:
- Increased employment opportunities;
 - Increased opportunities for internships, vocational training and experiential learning for undergraduate and graduate study;
 - Diversification of the local economy;
 - Environmental sustainability;
 - Increased entrepreneurship opportunities;
 - Positive, non-competitive and/or synergistic links to existing businesses;
 - Effect on the local economy; and
 - Opportunities as a magnet for economic and social growth.

Economic Benefits to the Community

Buffalo State is seeking to create a diversified business environment under the START-UP New York initiative that will maximize growth opportunities for students, faculty, and the economic ecosystem of the Buffalo Niagara region. Buffalo State has been notably successful in engaging with the regional economic community through its Small Business Development Center (SBDC). By actively working with existing and start-up business as well as with regional civic and economic leadership, the SBDC has immersed itself in the ebb and flow of business in Western New York.

Beneficial impacts on our community and its economy include:

- Increased employment opportunities. START-UP New York participants are obligated to create net new jobs as a prerequisite. Buffalo State will be facilitating and promoting an environment in which businesses can flourish and expand their workforce as they grow.
- Opportunities for internship, vocational training and learning experiences for undergraduate and graduate students. Businesses will commit to supervising an appropriate number of interns, and Buffalo State will be identifying businesses who not only value competent interns but who seek to develop their workforce through student development and employment. Similarly, value will be placed on those prospective businesses that present research opportunities for undergraduate and graduate students and who recognize the mutually beneficial opportunities such working relationships create.
- Diversification of the local economy. Buffalo State is committed to a culture of innovation and creativity. The College is seeking business partners who will complement the existing economic ecosystem and who will introduce innovative products and services to our community.
- Environmental sustainability. Buffalo State has demonstrated a commitment to our shared environment through its various and ongoing capital projects, its energy and smart grid research initiatives, and its explicit support of various and ongoing green initiatives. The College expects that business prospects be equally committed to environmental sustainability.
- Entrepreneurship. Buffalo and the region are experiencing an entrepreneurial renaissance. Buffalo State intends to further contribute to a climate of innovation and enterprise by assuming a leadership role in nurturing a culture of creativity and entrepreneurial thinking.

- Positive linkages to existing business not in competition with START-UP New York businesses, especially small-scale businesses. Buffalo State's SBDC has been singularly effective in developing and maintaining strong and productive relationships within the regional business community. The SBDC is taking a leadership role in the ongoing development of this Buffalo State initiative.
- Boost to the local economy. The city of Buffalo has long been plagued by poverty and a relatively anemic business climate. That circumstance is slowly improving. START-UP New York creates a dynamic opportunity for newly formed and/or newly arrived businesses to take root and thrive—introducing jobs, dollars, and goods and services that did not previously exist in the region.
- Magnet for economic and social growth. Economic vitality attracts new enterprise, new ideas, and new residents. A dynamic economy promotes cultural expansion and social coherence. The START-UP New York initiative will contribute to the economic and social dynamism of the Western New York region.

6) Provide a description of the process the Sponsor (campus) will follow to select participating businesses. The description should identify the membership of any group or committee that may make recommendations, the final decision-maker, and the criteria that will be used to make decisions. This group or committee must include representation from faculty governance.

The criteria may include some or all of the following:

A. Academic and Research Alignment

1. Is the business in an industry aligned with current and/or developing University research, scholarly, and creative activity?
2. Does the business provide experiential learning and workforce opportunities (e.g., internships, fellowships, full-time jobs) for students and graduates?
3. Does the business provide areas for partnership and advancement for faculty and students?
4. Will the business provide access to research instrumentation, tools, and/or equipment necessary to advance the academic and research mission?
5. Will the business fund scholarships, campus facilities or other academic services or amenities?
6. Will the business and/or its employees contribute to instruction or provide student mentoring?
7. Does the business offer the use of company resources, intellectual property or expertise to support the academic mission?

B. Economic Benefit

1. How many net new jobs will be created?
2. Is the business viable in both the short- and long-term?
3. Will the business attract private financial investment?
4. Does the business plan to make capital investments (e.g., renovation, new construction)?
5. Are the new jobs in critical areas of the economy?
6. How will the University financially benefit from the terms of the lease?

C. Community Benefits

1. Does the business have the support of one or more municipal or community entities?
2. Is the business recruiting employees from the local workforce?
3. Does the business invest in underserved, economically distressed regions?
4. Will the business rely on suppliers within the local and regional economy?

Buffalo State's President's Cabinet will serve as the **Steering Committee** for managing the START-UP New York initiative on campus, and will be the final decision makers in selecting participating businesses. This committee includes:

- President
- Provost
- Vice President, Finance and Management
- Vice President, Institutional Advancement
- Vice President, Student Affairs
- Chief Information Officer
- Chief Diversity Officer
- President's Chief of Staff

The Special Adviser to the Provost for Economic Development/Director of the Small Business Development Center (SBDC), and the Chair of the START-UP New York Academic Review Committee will participate in Steering Committee meetings as needed.

Selection Process to Evaluate START-UP New York Applications at Buffalo State:

- Prospective business registers with START-UP New York on the Empire State Development (ESD) website
- Prospect completes the ESD application
- Applicant meets with SBDC Director and/or advisor and reviews the application. The applicant is briefed on the process and prospective time line for the approval process.
- Applicant is asked to outline space and all other process/technical needs required to operate the business. These requirements are provided to the Office of the VP for Finance and Management for an initial assessment on whether the businesses space requirements can be met.
- Applications are forwarded to the appropriate deans and department chairs of the college to evaluate the potential for academic alignment between the business and the college.
- If alignment is determined, an MOU is drafted that defines the benefits to the departments or schools, and which meets the statutory requirements of START-UP New York.
- The draft MOU is submitted to an Academic Review Committee established jointly by the President and the Chair of the College Senate. This committee is charged with reviewing the MOU and advising either that it does or does not meet the requirement of furthering the academic mission of Buffalo State. Members of the Academic Review Committee include five campus faculty members from various academic departments across campus, and a representative appointed by the President of the campus chapter of UUP. One of the faculty members will be appointed as Chair of the Academic Review Committee.
- The applicant's packet – which includes the ESD application, including all space and technical needs, and the approved MOU regarding academic alignment is forwarded to Buffalo State's VP of Finance and Management. The staff in the

Office of the VP for Finance and Management will negotiate any required lease/space agreements with the approved applicant.

- The complete applicant packet is forwarded to the START-UP New York Steering Committee for final campus approval.
- Non-aligned businesses, either academically or otherwise, are recommended to become clients of the SBDC and/or are recommended to consider another university for participation in their START-UP New York program.
- If determined a good fit for Buffalo State, the business applicant's concept will be published in local business publications to ensure that the START-UP New York requirements for competition are met.
- Application is submitted to ESD for approval. ESD has 60 days to deny the application.
- Approved business owner receives an informational packet from SBDC and aligned faculty, and a START-UP New York orientation session is conducted by the SBDC
- SBDC advisor is assigned to business and will schedule regular meetings with the business leadership. The SBDC will play an integral role in providing the technical assistance, training programs, and business supports that resident entrepreneurs may request as they expand their businesses within our community.

Screening Factors for Buffalo State Sponsorship Will Include:

- Ensuring that resident enterprise will significantly contribute to student growth, academic advancement, and career development
- Identifying prospective research opportunities in which faculty and students may engage with businesses
- Creating a platform that will facilitate leadership and growth opportunities for students, faculty, and our business partners.
- Being attentive to our institutional commitment to the value of diversity in both the academic and entrepreneurial arenas.
- Consideration of the ways in which a prospective enterprise will enhance our campus community's culture and environment
- A detailed review of each candidate's business plan to understand not only its operational prospects but also to understand the ways in which the enterprise will contribute to the dynamism of the regional economic ecosystem
- Review of each prospective resident's plan for supervising a specified minimum number of Buffalo State students each academic semester based upon the scale and scope of the enterprise.
- Consideration for employment prospects for Buffalo State alumni within resident businesses, either during the initial phases or as businesses grow
- Ongoing effort to identify and recruit eligible international businesses that will create a broader, more globalized experience for our students and faculty
- Coordination of prospective entrepreneurial objectives with Buffalo State's many exceptional programs such as engineering technology, business, fashion textile technology, communication, economics, finance, applied mathematics, and the arts.

- Ultimately, Buffalo State will be identifying prospective resident businesses that not only meet eligibility requirements and are willing and able to meet operational/academic commitments, but who also desire to become active, interdependent members of our campus community.

PUBLIC OFFICERS LAW

§ 74. Code of ethics.

1. **Definition.** As used in this section: The term "**state agency**" shall mean any state department, or division, board, commission, or bureau of any state department or any public benefit corporation or public authority at least one of whose members is appointed by the governor or corporations closely affiliated with specific state agencies as defined by paragraph (d) of subdivision five of section fifty-three-a of the finance law or their successors.

The term "**legislative employee**" shall mean any officer or employee of the legislature but it shall not include members of the legislature.

2. **Rule with respect to conflicts of interest.** No officer or employee of a state agency, member of the legislature or legislative employee should have any interest, financial or otherwise, direct or indirect, or engage in any business or transaction or professional activity or incur any obligation of any nature, which is in substantial conflict with the proper discharge of his duties in the public interest.

3. Standards.

- a. No officer or employee of a state agency, member of the legislature or legislative employee should accept other employment which will impair his independence of judgment in the exercise of his official duties.
- b. No officer or employee of a state agency, member of the legislature or legislative employee should accept employment or engage in any business or professional activity which will require him to disclose confidential information which he by reason of his official position or authority.
- c. No officer or employee of a state agency, member of the legislature or legislative employee should disclose confidential information acquired by him in the course of his official duties nor use such information to further his personal interests.
- d. No officer or employee of a state agency, member of the legislature or legislative employee should use or attempt to use his or her official position to secure unwarranted privileges or exemptions for himself or herself or others, including but not limited to, the misappropriation to himself, herself or to others of the property, services or other resources of the state for private business or other compensated non-governmental purposes.
- e. No officer or employee of a state agency, member of the legislature or legislative employee should engage in any transaction as representative or agent of the state with any business entity in which he has a direct or indirect financial interest that might reasonably tend to conflict with the proper discharge of his official duties.
- f. An officer or employee of a state agency, member of the legislature or legislative employee should not by his conduct give reasonable basis for the impression that any person can improperly influence him or unduly enjoy his favor in the performance of his official duties, or that he is affected by the kinship, rank, position or influence of any party or person.

- g. An officer or employee of a state agency should abstain from making personal investments in enterprises which he has reason to believe may be directly involved in decisions to be made by him or which will otherwise create substantial conflict between his duty in the public interest and his private interest.
- h. An officer or employee of a state agency, member of the legislature or legislative employee should endeavor to pursue a course of conduct which will not raise suspicion among the public that he is likely to be engaged in acts that are in violation of his trust.
- i. No officer or employee of a state agency employed on a full-time basis nor any firm or association of which such an officer or employee is a member nor corporation a substantial portion of the stock of which is owned or controlled directly or indirectly by such officer or employee, should sell goods or services to any person, firm, corporation or association which is licensed or whose rates are fixed by the state agency in which such officer or employee serves or is employed.

4. Violations. In addition to any penalty contained in any other provision of law any such officer, member or employee who shall knowingly and intentionally violate any of the provisions of this section may be fined, suspended or removed from office or employment in the manner provided by law. Any such individual who knowingly and intentionally violates the provisions of paragraph b, c, d or i of subdivision three of this section shall be subject to a civil penalty in an amount not to exceed ten thousand dollars and the value of any gift, compensation or benefit received as a result of such violation. Any such individual who knowingly and intentionally violates the provisions of paragraph a, e or g of subdivision three of this section shall be subject to a civil penalty in an amount not to exceed the value of any gift, compensation or benefit received as a result of such violation.

| | |
|---|---|
|  <p>Category: Academic Affairs Community Colleges Legal and Compliance Research</p> <p>Responsible Office: <u>Academic Affairs</u></p> | <p>Policy Title: START-UP NY Program Participation Policy</p> <p>Document Number: 6800</p> <p>Effective Date: February 10, 2014</p> <p>This policy item applies to: Community Colleges State-Operated Campuses</p> |
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Summary

START-UP NY is a state economic development program that positions SUNY campuses as magnets for entrepreneurs and businesses from around the globe. START-UP NY aligns with SUNY's mission of teaching, research and public service; enabling engagement with industry, knowledge acceleration, translation of research into practical applications, and delivering the 21st century workforce businesses need to grow and thrive. START-UP NY will transform university communities to deliver unprecedented economic benefits to New York. To participate in the program, all campuses must comply with this policy and any applicable rules and regulations issued by the NYS Commissioner of Economic Development.

This policy governs the review process that all participating campuses must follow to secure SUNY's approval of the plans, applications, and other documents required by the NYS Commissioner of Economic Development to participate in the START-UP NY program. It also prescribes special requirements for the disclosure and management of actual or potential conflicts of interest in matters pertaining to the campus' START-UP NY program. Any conflict between this policy and any other applicable Conflict of Interest policy shall be resolved in favor of disclosure of any potential, actual, or perceived conflict of interest relating to the campus' START-UP NY program to the President or Chief Executive Officer of the sponsoring campus.

Policy

- A. **Campus Plans for Designation of Tax-Free Area(s):** Any campus intending to submit a Campus Plan for Designation of Tax-Free Area(s) ("Campus Plan") to the NYS Commissioner of Economic Development must first have it reviewed and approved by the Chancellor or designee. The Chancellor or designee shall approve or reject all Campus Plans within fifteen (15) business days of receipt. Any rejected Campus Plan shall be accompanied by an explanation of the basis for rejection. Once approved by the Chancellor or designee a campus may submit its Campus Plan to the NYS Commissioner of Economic Development in accordance with the Commissioner's rules and regulations. Any Campus Plan that is rejected can be resubmitted for Chancellor

or designee approval and will be reviewed in accordance with this policy and related procedures. Any amendments to approved Campus Plans must be submitted for Chancellor or designee approval and will be reviewed in accordance with this policy and related procedures.

- B. Sponsoring University or College Applications for Business Participation:** Any campus intending to submit a Sponsoring University or College Application for Business Participation ("Sponsor Application") to the NYS Commissioner of Economic Development must first have it reviewed and approved by the Chancellor or designee. The Chancellor or designee shall approve or reject all Sponsor Applications within thirty (30) business days of receipt. Any rejected Sponsor Application shall be accompanied by an explanation of the basis for rejection. Once approved the campus may submit the Sponsor Application to the NYS Commissioner of Economic Development in accordance with the Commissioner's rules and regulations. Any Sponsor Application that is rejected can be resubmitted for Chancellor or designee approval and will be reviewed in accordance with this policy and related procedures. Any amendments to approved Sponsor Applications must be submitted for Chancellor or designee approval and will be reviewed in accordance with this policy and related procedures.
- C. Delegations:** The Chancellor or designee may charge a group of individuals, collectively called the SUNY START-UP NY Proposal Review Team, to evaluate all submitted Campus Plans and Sponsor Applications prior to accepting or rejecting them.
- D. Conflicts of Interest:** Service as an Official shall not be used as a means for private benefit or inurement for any Official, a Relative thereof, or any entity in which the Official or Relative thereof has a Business Interest. A conflict of interest exists whenever an Official has a Business Interest or other interest or activity outside of the university that has the possibility, whether potential, actual, or perceived, of (a) compromising the Official's judgment, (b) influencing the Official's decision or behavior with respect to the START-UP NY Program, or (c) resulting in personal or a Relative's gain or advancement. Any Official who is an owner or employee of an entity that is the subject of any matter pertaining to the university's START-UP NY Program, or who has a Business Interest in any entity that is the subject of any matter pertaining to the university's START-UP NY Program, or whose Relative has such a Business Interest, shall not vote on or otherwise participate in the administration by the university of any START-UP NY matter involving such entity. Any Official or other campus representative who becomes aware of a potential, actual or apparent conflict of interest, either their own or that of another Official, related to a sponsoring university or college's START-UP NY program must disclose that interest to the President or Chief Executive Officer of the sponsoring college or university. Each such President or Chief Executive Officer shall maintain a written record of all disclosures of actual or potential conflicts of interest made pursuant to this policy, and shall report such disclosures on a calendar year basis, by January 31st of each year, to the University Auditor or to the Chancellor's designee, in which case the University Auditor shall be copied on the correspondence to such designee. SUNY shall then forward such reports to the Commissioner of Economic Development for the State of New York, who shall make public such reports.
- E. Exceptions:** There are no exceptions to this policy.

Definitions

Business Interest means that an individual (1) owns or controls 10% or more of the stock of an entity (or 1% in the case of an entity the stock of which is regularly traded on an established securities exchange); or (2) serves as an officer, director or partner of an entity.

Official means an employee at the level of dean and above as well as any other person with decision-making authority over a campus' START-UP NY Program, including any member of any panel or committee that recommends businesses for acceptance into the START-UP NY program.

Relative means any person living in the same household as another individual and any person who is a direct descendant of that individual's grandparents or the spouse of such descendant.

Sponsoring College or University means any entity defined or described in NYS Education Law Sec. 352 and Article 126.

START-UP NY Program means the SUNY Tax-free Areas to Revitalize and Transform Upstate New York Program established by Article 21 of the Economic Development Law.

Tax-Free NY Area means vacant land or space designated by the Commissioner of Economic Development Article

21 of the Economic Development Law that is eligible to receive benefits under the START-UP NY program.

Other Related Information

Start-Up NY Regulations; available at the Start-Up NY Website.

At least thirty days before submitting the Campus Plan to the Commissioner of Economic Development the campus must provide a copy of the Plan to the chief executive officer of the municipality or municipalities in which the proposed Tax-free NY Area is located, local economic development entities, the applicable university or college faculty senate, union representatives and the campus student government. The campus shall include in their submission to the Commissioner of Economic Development certification of such notification, as well as a copy of any written response from chief executive officer of the municipality or municipalities in which the proposed Tax-free NY Area is located, local economic development entities, the applicable campus or college faculty senate, union representatives and the campus student government.

StartUp-NY.gov website and program information.

Procedures

START-UP NY Program Participation, Procedures for

Forms

SUNY START-UP NY Campus Plan for Designation of Tax-Free Area(s) Memorandum

SUNY START-UP NY Campus Plan for Designation of Tax-Free Area(s) Template

START-UP NY Sponsoring University or College Application for Business Participation Memorandum

ESD START-UP NY Sponsoring University or College Application for Business Participation

ESD START-UP NY Business Application Instructions

ESD START-UP Business Application

Authority

State University of New York Board of Trustees Resolution 14-(), START-UP New York Program Administration, adopted January 14, 2014

Law, New York Economic Development Law Article 21 (Start-Up NY Program)

Start-Up NY Regulations

History

Enacted into law in June 2013, START-UP NY is a groundbreaking new initiative from Governor Andrew M. Cuomo that provides major incentives for businesses to relocate, start up or significantly expand in New York State through affiliations with public and private universities, colleges and community colleges. Businesses will have the opportunity to operate state and local tax-free on or near academic campuses, and their employees will pay no state or local personal income taxes.

Appendices

There are no appendices relevant to this policy.

| | |
|---|---|
|  <p>Category: HR / Labor Relations Legal and Compliance</p> <p>Responsible Office: <u>University Counsel</u></p> | <p>Policy Title: Conflict of Interest Document Number: 6001</p> <p>Effective Date: October 01, 1995</p> <p>This policy item applies to: State-Operated Campuses</p> |
|---|---|

Table of Contents

Summary

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Summary

Faculty and staff of the State University of New York (University) are encouraged to foster an atmosphere of academic freedom by promoting the open and timely exchange of scholarly knowledge independent of personal interests and are required to avoid conflicts of interest. Where potential or actual conflicts exist, faculty and staff are expected to consult with appropriate University officers and abide by University policy. This policy represents a restatement of existing University policy and pertinent state and federal law and regulations.

Policy

Faculty and staff of the State University of New York (University) are encouraged to foster an atmosphere of academic freedom by promoting the open and timely exchange of scholarly knowledge independent of personal interests. In keeping with this obligation, they are also required to avoid conflicts of interest.

In instances where potential or actual conflicts exist, faculty and staff are expected to consult with appropriate University officers and abide by this University policy. It is the responsibility of campus officials charged with implementing this policy to identify potential or actual conflicts of interest and take appropriate steps to manage, reduce, or eliminate them.

This policy represents a restatement of existing University policy and pertinent state and federal law and regulations.

1. University faculty and staff may not engage in other employment which interferes with the performance of their professional obligation.
2. University faculty and staff are expected to comply with the New York State Public Officers Law provisions on conflict of interest and ethical conduct.
3. University faculty and staff, to the extent required by law or regulation, shall disclose at minimum whether they (and their spouses and dependent children) have employment or financial interests or hold significant offices, in external organizations that may affect, or appear to affect, the discharge of professional obligations to the University.
4. University campuses shall ensure that all faculty and staff subject to pertinent laws and regulations disclose financial interests in accordance with procedures to be established by the Chancellor or designee. Campuses shall retain the reported information as required, identify actual or apparent conflicts of interest and seek resolution of such conflicts.
5. Each campus president shall submit to the chancellor's designee the name and title of the person or persons designated as financial disclosure designee(s) and shall further notify the chancellor's designee when a change in that assignment occurs. The chancellor's designee shall also be notified of any reports regarding conflict of interest that are forwarded to state or federal agencies.

Definitions

Conflict of interest — any interest, financial or otherwise, direct or indirect; participation in any business, transaction or professional activity; or incurring of any obligation of any nature, which is or appears to be in substantial conflict with the proper discharge of an employee's duties in the public interest. A conflict of interest is also any financial interest that will, or may be reasonably expected to, bias the design, conduct or reporting of sponsored research.

Other Related Information

[Outside Activities of University Policy Makers](#)

[Ethics in State Government - A Guide for New York State Employees](#)

[National Science Foundation, Grant Policy Manual](#)

Procedures

There are no procedures relevant to this policy.

Forms

There are no forms relevant to this policy.

Authority

[42 CFR 50, Subpart F](#)

The following link to FindLaw's [New York State Laws](#) is provided for users' convenience; it is not the official site for the State of New York laws.

[NYS Public Officers Law, Section 73-a, and 73 and 74](#)

In case of questions, readers are advised to refer to the New York State Legislature site for the menu of [New York State Consolidated](#).

[Board of Trustees Policies - Appointment of Employees \(8 NYCRR Part 335\)](#)

State University of New York Board of Trustees Resolution adopted June 27, 1995

History

Memorandum to presidents from the office of the University provost, dated June 30, 1995 regarding revision to University conflict of interest policy to bring it in conformity with federal guidelines issued by the National Science Foundation and the Public Health Service.

Appendices

There are no appendices relevant to this policy.



Conflict of Interest Policy

| | |
|-----------------------------|---|
| Effective Date: | March 15, 2013 |
| Supersedes: | Conflicts of Interest Policy pursuant to 95-5 Resolution and the Procedure of Investigating Conflict of Interest Policy |
| Policy Review Date: | February 2016 |
| Issuing Authority: | Research Foundation President |
| Responsible Party: | Chief Compliance Officer |
| Contact Information: | (518) 434-7145 rfsunycorpliance@rfsunycorpliance.org |

Reason for Policy

As Research Foundation Board Members, Officers, and Employees, we hold positions of trust and must act in the best interests of the Research Foundation. We must avoid any activity that impairs or would reasonably appear to impair the ability to perform our duties with independence and objectivity. A conflict of interest arises if our personal relationships, activities, or finances interfere, or appear to interfere, with our ability to act in the best interests of the Research Foundation.

Research Foundation Board Members, Officers, and Employees must incorporate, where necessary and possible, the following rules into their services on behalf of the Research Foundation. Research Foundation Officers and Employees must adhere to the standards outlined in the New York State Public Officers Law Section 74. This policy incorporates the key standards outlined in Section 74.

Statement of Policy

Research Foundation Board Members, Officers, and Employees may not have any interest or engage in any outside activity which results in an unmanaged conflict of interest. To this end, Board Members, Officers, and Employees must disclose their interests and outside activities, and those of a Related Party, which may affect their ability to perform their duties with independence and objectivity. A conflict of interest must be managed so the conflict is reduced or eliminated, and compliance with conflict of interest management plans should be monitored where necessary.

Prohibited Conflicts of Interest

A conflict of interest exists if you or a Related Party has a Financial or Other Interest that will or may reasonably be expected to:

- substantially conflict with the proper discharge of your duties in the Research Foundation's best interests;
- result in the disclosure of the Research Foundation's information that you have gained by reason of your position or authority; or

- impair your ability to exercise independent judgment in the performance of your duties and responsibilities.

Conflicts of Interest Posed By Outside Employment, Investments, or Other Business Activities

As a Research Foundation Board Member, Officer or Employee, you must not make personal investments in enterprises that you have reason to believe may be directly involved in decisions to be made by you or will otherwise create substantial conflict between your duty on behalf of the Research Foundation and your private interest.

If you or a Related Party has a Financial or Other Interest in any business entity, you may not represent the Research Foundation in any transaction with that entity and must disclose the interest in accordance with this policy and the Procedure for Managing Conflicts of Interest.

Procurement of goods or services by the Research Foundation shall be conducted consistent with the Foundation's established procurement policy.

You may not accept employment or engage in any business or professional activity that will impair the independence of your judgment in the exercise of your duties for the Research Foundation or require you to disclose confidential information that you gained by reason of your affiliation with the Research Foundation.

Prohibition Against Disclosure or Use of Confidential Material for Personal Gain

The Research Foundation prohibits disclosure of information that is confidential to the Research Foundation, acquired by any Board Member, Officer, or Employee in the course of his/her duties, except as required by law or as expressly authorized in writing by an Officer or other designated representative of the Research Foundation.

Board Members, Officers, and Employees may only use such confidential information in furtherance of their duties as a representative of the Research Foundation and shall not use such confidential information to further their personal interests or that of a Related Party.

You must not accept employment or engage in any business or professional activity that will require you to disclose confidential information that you gained by reason of your official position or affiliation with the Research Foundation.

Use of Research Foundation or State Resources

You may not misappropriate the property, services or other resources of the Research Foundation, SUNY, or others, whether for yourself or someone else.

Avoiding the Appearance of Impropriety

Board Members, Officers, and Employees shall not, by their conduct, give reasonable basis for the impression that any person can improperly influence them or unduly enjoy their favor in performance of their duties, or that they are affected by the kinship, rank, position, or influence of any party or person.

You may not use, or attempt to use, your position to secure unwarranted privileges or exemptions for yourself or others.

Similarly, bribery, extortion, and other attempts to exert undue influence are strictly prohibited. The Research Foundation expects Research Foundation Board Members, Officers, and Employees to avoid any conduct that may give the appearance of engaging in acts that are in violation of their trust.

Disclosing a Real, Apparent, or Potential Conflict of Interest

Board Members, Officers, and Employees must disclose all real, apparent, or potential conflicts of interest for review as described below. At an Operating Location, those disclosures should be made to the operations manager or his/her designee in accordance with this policy and the Procedure for Managing Conflicts of Interest. Disclosures are required in three instances:

1. **Annual Disclosures By Research Foundation Board Members, Officers, and Key Employees.** Board Members, Officers, and Key Employees must report Direct or Indirect Financial or other Interests that pose or may pose a real, apparent, or potential conflict of interest on an annual basis. These disclosures must be updated both annually and as new reportable interests are obtained or as new reportable activities occur.
2. **Grant-Related Disclosures.** Principal investigators must follow the policy at their respective campus locations.
3. **Situational Disclosures.** Board Members, Officers, and Employees must report any Direct or Indirect Financial Interest or other activity that may pose a conflict of interest under this policy. Such situational disclosures must be made as soon as practicable after the individual learns of the potential conflict.

When a disclosure is made under this policy, the actual, apparent, or potential conflict of interest will be reviewed pursuant to Procedure for Managing Conflicts of Interest. If a conflict of interest is found to exist, the Research Foundation must take steps to manage, reduce, or eliminate the conflict of interest. Individuals may appeal determinations with which they disagree. Please consult the Procedure for Managing Conflicts of Interest for more information.

Violation

In addition to any penalty contained in any provision of law or federal or state policy, individuals who knowingly and intentionally violate any of these provisions may be subject to action by the Research Foundation. For employees, this may include action under the Research Foundation's progressive discipline policy, including suspension or termination from employment.

Recordkeeping

The operating location operations manager must designate an appropriate office of record and must ensure that records related to the disclosure, review, and management of a potential, apparent, or actual conflict of interest are retained and documented. In addition to any recordkeeping process established by the operations manager, all final determinations or management plans must be included in the personnel file of the individual with potential, apparent, or actual conflict of interest.

At the central office, the chief compliance officer must ensure that records related to the disclosure, review, and management of a potential, apparent, or actual conflict of interest for all disclosures, at the central office or otherwise brought to the attention of the chief compliance officer, are retained and documented. In addition to any recordkeeping process established by the chief compliance officer, all final determinations or management plans must be included in the personnel file of the individual with potential, apparent, or actual conflict of interest.

Campus Policy

An Operating Location may adopt a policy no less restrictive than this Policy. If a local policy is adopted, then a copy of that policy must be filed with the RF's chief compliance officer.

Staffing Services

Employees employed by the RF under an agreement or contract, other than the 1977 Agreement between the RF and SUNY must adhere to the conflicts of interest policy in place by the entity the employees are employed to

support. In the absence of a policy, the conflicts of interest policy effective at the associated operating location must govern.

Responsibilities

The following table outlines the responsibilities for compliance with this policy:

| Responsible Party | Responsibility |
|--|-----------------------------------|
| Board Members, Officers, and Key Employees | Annual Disclosures |
| Principal Investigators | Grant-Related Disclosures |
| Employees | Situational Disclosures as needed |

Definitions

Board Member: A member of the Research Foundation's board of directors.

Direct or Indirect Financial or Other Interests: Financial or Other Interests held by the Research Foundation Employee or by their spouse, domestic partner, significant other, family member, dependent, member of household, or business partner.

Employee: Officers, Key Employees, and any individual compensated employee of the Research Foundation.

Financial or Other Interests: Shall include, but are not limited to, the following:

- ownership or investment in any outside enterprise;
- serving as a director, officer, partner, consultant, broker, agent, or representatives of any outside enterprise;
- outside professional activity; or
- outside employment.

Key Employee: A "Key Employee" for purposes of this Policy includes:

1. Vice presidents;
2. Operations managers;
3. Deputy operations managers;
4. Chief research officers;
5. Technology transfer directors;
6. Sponsored program office directors or equivalent;
7. Other appointed officers
8. At the central office:
 - a. Vice presidents
 - b. Senior directors;
 - c. Assistant Vice-Presidents; and

- d. Directors;
 - e. Other appointed officers; and
9. Any other persons who have procurement authority equal to or exceeding \$100,000 per transaction.

Officer: An officer elected under the Research Foundation's bylaws, including the Research Foundation's president, general counsel, secretary, and chief financial officer and those appointed pursuant to Article IV Section 13 of the RF's bylaws as appointed officers.

Operating Location: Research Foundation office located at a SUNY campus location or other SUNY location supporting the Research Foundation mission and SUNY operations overseen by an operations manager.

Operations Manager: An individual appointed to the position of operations manager by the Research Foundation.

Principal Investigator: Primary individual(s) in charge of a research grant or other project administered by the Research Foundation. The term "Principal Investigator" includes those individuals serving as co-principal investigators.

Related Party: A Research Foundation Employee's spouse, domestic partner, significant other, family member, dependent, member of household, or business partner.

Research Foundation (or Foundation or RF): The Research Foundation for The State University of New York.

Related Information

[Management of Conflicts of Interest Procedure](#)

[Managing Conflicts of Interest Guidelines](#)

[NYS Public Officer's Law Sections 73 & 74](#)

[Conflicts of Interest in Public Health Service Sponsored Programs](#)

[Nepotism Policy](#)

[Gifts to Employees from Non-RF Sources Policy](#)

Forms

[Conflict of Interest Annual Disclosure Statement](#)

[Conflict of Interest Situational Disclosure Statement](#)

Change History

| Date | Summary of Change |
|------------------|--|
| December 7, 2012 | Clarifies who is required to disclose conflicts, how, and when. Also allows for locations to use their own conflicts of interest policies and procedures, provided the policy is submitted to the compliance office and is no less restrictive than RF policy. Effective 3/15/2013 |

Feedback

Was this document clear and easy to follow? Please send your feedback to webfeedback@rfsuny.org.

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| Date | Description of Change |
|---------|-------------------------------|
| 7/20/12 | Initial version of the policy |



Management of Conflicts of Interest

Effective Date: March 15, 2013
 Function: Compliance Office
 Contact: Chief Compliance Officer

Basis for Procedure

Research Foundation Board Members, Officers and Employees must avoid any activity that impairs or would reasonably appear to impair the ability to perform our duties with independence and objectivity.

Accountable Parties

The Operations Manager shall ensure that the Operating Location complies with Research Foundation policies and procedures for disclosing, reviewing and managing conflicts of interest and maintaining records of disclosures and determinations. The Operations Manager may choose to utilize the local conflict of interest policy in force at his/her campus operating location. If the Operations Manager uses the local policy, they must file a copy of that policy with the RF's Compliance Office and this procedure may serve as a guide. The Chief Compliance Officer shall ensure that Central Office complies with Research Foundation policies and procedures for disclosing, reviewing and managing conflicts of interest and maintaining records of Central Office disclosures and determinations and other documents submitted for review.

Procedure Steps

| Step | Role or Responsibility |
|---|--|
| 1a. Using the Situational Disclosure Form, disclose any interest that may have a Financial or Other Interest that may affect your independent and objective performance of your duties to the Research Foundation. | All |
| 1b. Complete an Annual Disclosure Statement. | RF Board Members Officers and Key Employees |
| 1c. Comply with local policy. | Principal Investigators |
| 2a. File the completed Annual Disclosure and/or Situational Disclosure with your Operations Manager. | Operating Location based Key Employees |
| 2b. File the completed Annual Disclosure and/or Situational Disclosure with the RF's Chief Compliance Officer | Operating Location based Employees. |
| 3a. If the report is filed with an Operations Manager, an Operating Location may choose one of the following two methods of dealing with an actual, apparent, or potential conflict of interest: <ul style="list-style-type: none"> • The Operations Manager or designee shall establish an impartial panel for the review of disclosures, complaints, or inquiries. In the event of a real, apparent, or potential conflict, the impartial panel will | Board Members, Officers, Operations Managers, Central Office Employees |

| | |
|---|---|
| <p>determine whether a conflict of interest exists and, if so, what actions will be taken to manage, reduce, or eliminate the conflict of interest or appearance thereof; or</p> <ul style="list-style-type: none"> The Operations Manager or designee shall review the disclosure, complaint, or inquiry and determine whether a conflict of interest or appearance of conflict of interest exists and, if so, what actions will be taken to manage, reduce, or eliminate the conflict of interest or appearance thereof. | |
| <p>3b. If the report is filed with the RF Chief Compliance Officer, The Chief Compliance Officer may choose one of the following two methods of dealing with an actual, apparent, or potential conflict of interest:</p> <ul style="list-style-type: none"> The Chief Compliance Officer or designee shall establish an impartial panel for the review of disclosures, complaints, or inquiries. In the event of a real, apparent, or potential conflict, the impartial panel will determine whether a conflict of interest exists and, if so, what actions will be taken to manage, reduce, or eliminate the conflict of interest or appearance thereof; or The Chief Compliance Officer or designee, in consultation with the shall review the disclosure, complaint, or inquiry and determine whether a conflict of interest or appearance of conflict of interest exists and, if so, what actions will be taken to manage, reduce, or eliminate the conflict of interest or appearance thereof. | <p>Operations Manager or designee</p> |
| <p>4. Where a conflict of interest is discovered that was not previously disclosed appropriate steps must be taken to manage, reduce, or eliminate such conflict of interest. These steps may include, but are not limited to:</p> <ul style="list-style-type: none"> disqualification for participation in the portion of the sponsored research that would be affected by significant financial interests; divestiture of significant financial interests; recusal from related Research Foundation activity; or severance of relationships that create actual or potential conflicts. | <p>Chief Compliance Officer</p> |
| <p>5. Undisclosed Conflicts of Interest may be reviewed consistent with the Procedure for Investigating Fraud and Misconduct when it appears that the non-disclosure was intended to circumvent RF Policy</p> | <p>Operations Manager or Chief Compliance Officer, as appropriate</p> |
| <p>6. Appeal: A Research Foundation Representative or Employee who disagrees with the Operating Location Operations Manager's or the Chief Compliance Officer's determination may appeal to the Foundation President, or the President's designee, for reconsideration of such determination.</p> | <p>RF President or designee</p> |
| <p>7. Determination of Appeal: The RF President will make a final determination on the appeal. The President's determination shall be final and binding.</p> | <p>RF President</p> |
| <p>8. Maintain appropriate records related to the disclosure, review, and management of potential, actual, or apparent conflicts of interest.</p> | <p>RF Compliance Office and Operations Managers</p> |

Definitions

Please refer to the definitions in the [Conflict of Interest Policy](#)

Related Information

[NYS Public Officers Law Section 74](#)

[Conflict of Interest Policy](#)

[Gifts to Employees from Non-RF Sources Policy](#)

[Officer and Senior Executive Accountability Policy](#)

[Nepotism Policy](#)

[COI Guidelines](#)

[Gifts Guidelines](#)

[Policy on Conflicts of Interest in Public Health Service Sponsored Programs](#)

Forms

[Conflict of Interest Annual Disclosure Statement](#)

[Conflict of Interest Situational Disclosure Statement](#)

Change History

| Date | Summary of Change |
|----------------|-------------------|
| March 15, 2013 | New |

Feedback

Was this document clear and easy to follow? Please send your feedback to webfeedback@rfsuny.org.

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Buffalo State College Foundation, Inc.
Conflict Of Interest Policy

WHEREAS, the Board of Directors of the Buffalo State College Foundation, Inc. and Affiliates (the "Corporation") has consistently followed a policy of avoiding conflicts of interest or the appearance of such conflicts on the part of officers, Board members, committee members and staff; and

WHEREAS, it is desirable that the Board's policy of avoiding conflicts of interest be clarified by resolution adopted by the Board; it is therefore

RESOLVED, that the Board hereby adopts the following policy regarding possible conflicts of interest involving officers, Board members, committee members or staff of the Corporation:

1. **General Principle.** Service as a Board member of the Corporation, as an officer of the Corporation or as a member of a committee of the Corporation shall not be used as a means for private benefit or inurement. Board members, officers and committee members are charged with a duty of loyalty to the Corporation, which requires them to act in the interest of the Corporation.

2. **Transactions With Corporation.** No Board member, committee member or officer of the Corporation who is a vendor of goods or services to the Corporation or is affiliated (as described in Section 5 below) with any vendor of goods or services to the Corporation shall vote on, or participate on behalf of the Corporation in the administration of, any transaction with such vendor. Such member or officer shall, upon request of any Board member or committee member (a) answer any questions posed by any Board or committee member concerning such transaction and (b) leave any meeting for the period of time that the Board or any committee thereof is discussing such transaction. The minutes of the meeting of the Board or committee at which such transaction was discussed shall reflect that a disclosure of the officer's or Board or committee member's interest was made and that such officer or Board or committee member abstained from voting on the transaction. The Board or committee shall follow any by-law requirements in effect with respect to approval of contracts between Board members and the Corporation.

3. **No Special Consideration; Excess Benefit Transactions.** No individual or entity with which an officer, Board member, committee member or staff member is affiliated shall receive any special consideration by the Board or staff. There shall be no variation in the procedures for processing transactions and/or specifications with such affiliated entities or individuals, except that additional scrutiny may be applied to such transactions and/or specifications, and the Corporation shall follow such procedures as are necessary or appropriate to assure that any such transaction does not constitute an "excess benefit transaction" under the Internal Revenue Code.

4. **Staff Member Affiliations.** No member of the staff of the Corporation shall, without previous approval of the Chair of the Corporation, be, or be affiliated with, a vendor to the Corporation.

5. **Definition of "Affiliated."** A person shall be deemed to be affiliated with an entity if
- (a) the person serves as a member of the governing body of the entity;
 - (b) the person serves as an officer or employee of the entity;
 - (c) the person has a material economic relationship with the entity; or
 - (d) the person's spouse, parent, sibling, child, or member of the immediate household holds such a position or has such a relationship.

A person shall be deemed to be affiliated with an individual if such individual is a spouse, parent, sibling, child, or member of the immediate household of such person or has a material economic relationship with such person.

6. **Determination by Board.** If an officer, Board member, committee member or staff member is unsure whether a conflict or an affiliation exists, he or she shall disclose the relevant facts to the Executive Committee of the Corporation and shall abide by the decision of the Board as to the existence of a conflict or affiliation.

7. **Disclosure.** An officer, Board member, committee member or staff member shall advise the Chair of the Corporation of his or her affiliation with any existing or proposed vendor to the Corporation in response to an annual questionnaire and at any other time when such officer, Board member, committee member or staff member becomes aware of an affiliation that has not previously been disclosed.

8. **General Policy Discussions.** Nothing contained in this Conflict of Interest Policy shall be construed to prohibit an officer, Board member or committee member from speaking directly on issues of broad policy that are under consideration by the Board or one of its committees, even if such issues may have an effect on an interest of such officer, Board member or committee member. For example, an officer, Board member or committee member may participate in a general discussion about computer services for the Corporation even though the officer, Board member or committee member has an interest in a computer services corporation, but the officer, Board member or committee member must not advocate that services be provided by an entity or individual with which or whom he or she is affiliated.

BUFFALO STATE COLLEGE FOUNDATION, INC.
Annual Report on Conflict of Interest
for the Period Ending _____

1. I have read and am fully familiar with the Buffalo State College Foundation, Inc. Conflict of Interest Policy.
2. I have no affiliation with any existing or proposed vendor of goods or services to the Buffalo State College Foundation, Inc. except those described below:

[IF NONE, PLEASE WRITE "NONE"; USE BACK OF PAGE IF NECESSARY]

3. I agree to notify the Buffalo State College Foundation, Inc. of any affiliations that arise after my completion of this form.

Date

Signature

Please print name

START-UP NY AFFILIATION AGREEMENT

THIS AGREEMENT (this "Agreement"), dated as of December 2, 2016 (the "Effective Date"), by and between The State University of New York ("SUNY"), an education corporation and educational institution organized and existing under the laws of the State of New York, with its principal office located at State University Plaza, Albany, New York 12246, acting on behalf of Buffalo State College (the "College"), with its principal office located at 1300 Elmwood Avenue, Buffalo, New York 14222, and the Buffalo Economic Renaissance Corporation, a not-for-profit local development corporation governed by laws of the State of New York having its principal place of business located at 901 City Hall, 65 Niagara Square, Buffalo, New York 14202, (the "Affiliate"), Terms herein may be used before being defined.

WITNESSETH

WHEREAS, the New York State Legislature has determined that to revitalize the economy of the State of New York (the "State"), it is necessary and appropriate to promote entrepreneurship and job creation by transforming public higher education institutions through the establishment of tax free areas, to attract high tech businesses, startup companies, venture capital, new business and investments from across the world; and

WHEREAS, in furtherance of this objective the State Legislature created the "START-UP NY program" under Chapter 68 of the Laws of 2013 (as amended from time to time, the "Act"), which authorizes the creation of tax-free areas ("Tax-Free NY Areas") on eligible university campuses in New York State, including SUNY campuses, for new and expanding businesses to both foster job creation and enhance the academic mission of the participating universities; and

WHEREAS, SUNY is sponsoring Tax-Free NY Areas to foster job creation to enhance the academic mission of its participating campuses as set forth in the Act and to make available vacant land and space in such Tax-Free NY Areas for use by eligible business under the Act; and

WHEREAS, pursuant to the Act, the Board of Trustees of SUNY has designated the College as one of its participating campus in the Start-Up New York program and will submit to the Commissioner (as defined in the Act) a "Campus Plan for Designation of Tax-Free NY Area(s)" (as it may be amended from time to time, the "College Plan") for the designation of certain eligible property associated with the College; and

WHEREAS, the regulations associated with the Act (5 NYCRR § 220) (the "Regulations") define "campus" to include any real property in New York State owned or leased by an affiliated not-for-profit entity on behalf of a university or college or for the benefit of a university or college, and any such additional real property acquired, established, operated or contracted to be operated for or on behalf of the university or

college; in addition the Regulations require that real property owned or leased by a not-for-profit entity on behalf of a university or college or for the benefit of a university or college must be utilized by the university or college in furtherance of any stated academic mission of that university or college; and

WHEREAS, the Affiliate is an instrumentality of City of Buffalo, created under the laws of New York for the public purposes of relieving and reducing unemployment, promoting and providing for additional and maximum employment, to better and to maintain job opportunities, to instruct or train individuals to improve or to develop their capabilities for jobs, to carry on scientific research for the purpose of aiding a community or geographical area by attracting industry to the community or area or by encouraging the development of, or retention of, an industry in the community or area, and to lessen the burdens of government and to act in the public interest; and

WHEREAS, the Affiliate currently owns the Premises (as defined in Section 3 herein) which is envisaged to be part of the College Campus for START-UP NY purposes; and

WHEREAS, the Premises are located in an economically distressed community as defined in the Regulations, and contains space that is suitable for, among other things, internships for College Students, employment opportunities for College graduates, and other purposes that would further the College's Academic Mission (as defined below); and

WHEREAS, SUNY and the Affiliate are affiliated within the meaning of the Regulations as they are connected, related, or associated by virtue of their status as public entities within New York State and their shared goals and responsibilities under this Agreement, as are set forth in greater detail below; and

WHEREAS, the Affiliate mission, purposes and objectives are aligned with the academic mission of the College as are set forth in greater detail in the College Plan to be approved by the Commissioner; and

WHEREAS, as public entities formed under State Law, SUNY and Affiliate desire to work together to further the public purposes of job creation and public higher education in the State through collaboration on the START-UP NY program, and desire to enter into this Agreement to document their affiliation to do so; and

WHEREAS, the parties intend that as a result of their affiliation that the Premises hereunder shall be eligible as Tax-Free NY Areas.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein set forth, the parties agree as follows:

1. Affiliate Affirmations.

The Affiliate hereby affirms the following:

(a) The Affiliate is a not-for-profit local development corporation duly organized and existing under the laws of the State and is exempt from federal income taxation under Section 501(a) of the Internal Revenue Code of 1986, as amended (the "Code"), by virtue of being an organization described in Section 501(c)(3) of the Code, and is not a private foundation within the meaning of Section 509 of the Code. The Affiliate does not distribute financial profits or gains to members;

(b) The Premises are owned by the Affiliate;

(c) The Affiliate is interested in the START-UP NY program and is committed to its goals of transforming higher education to create tax-free communities across the State, particularly upstate New York, to attract high-tech and other start-ups, venture capital, new business and investments from across the world;

(d) The Affiliate is interested in helping SUNY assist companies, especially high tech companies and start-up businesses, to start, grow and stay in the State;

(e) The Affiliate acknowledges SUNY's interest in and intent to participate in START-UP NY by becoming a Sponsor, as defined in the Regulations;

(f) The Affiliate acknowledges the College's academic mission as described in the College Plan (the "Academic Mission"), and that START-UP NY will align with the Academic Mission through, among other things, linkages between the College and participating businesses to provide internships and work experience to College students;

2. Term.

This Agreement shall commence as of the Effective Date and shall continue for five (5) years; provided, however that the term of the Agreement shall be automatically extended to run for the duration of any sublease, permit, license, or the like of any Participating Business locating within all or a portion of the Premises as part of the Start-Up New York program (the "Term"). Notwithstanding the foregoing, SUNY may, on written notice to Affiliate, terminate this Agreement in whole or in part with respect to any portion of the Premises that is leased or otherwise occupied by a Participating Business that has been removed from the START-UP NY program by the Commissioner pursuant to the Regulations (a "Terminated Business"). In addition, SUNY may terminate this Agreement on thirty days' notice to Affiliate, if such termination does not terminate the benefits received by any Participating Business in the START-UP NY program.

3. Premises.

The Premises that are the subject of this Agreement shall be the land, space and improvements more particularly described in Schedule 1 attached hereto and made a part hereof (the "Premises"). The parties may revise Schedule 1 from time to time by written agreement.

4. Use of Premises; Affiliation.

(a) During the Term, the Affiliate shall, consistent with the College Plan, lease and manage the Premises on behalf of and for benefit of SUNY and the College for use in the START-UP NY program as a Tax-Free NY Area sponsored by SUNY for the College. The parties agree that the Premises shall be utilized in furtherance of the College's Academic Mission and in accordance with the Act and the Regulations, including, without limitation, for occupancy by businesses that are a "high tech business" or a "business in the formative stage", as defined by the Regulations.

(b) The parties hereby agree that the Affiliate is "affiliated" with the College consistent with Section 220.2(b) of the Regulations and that the Premises are part of the College's campus for purposes of Section 220.2(f) of the Regulations.

5. Responsibilities relating to Tenants and the Management of the Premises.

(a) Affiliate and SUNY shall cooperate to identify businesses that are eligible for the START-UP NY program for use and occupancy of the Premises. SUNY shall have the final discretion whether to accept an application from a business to locate in the Premises. The Affiliate shall only enter into leases, licenses, permits and the like (collectively "Leases") for all or part of the Premises with businesses that are identified to the Affiliate by SUNY as having been approved by SUNY and the Commissioner for participation in the START-UP NY program under the College Plan (a "Participating Business").

(b) Notwithstanding any other terms of this Agreement, the Affiliate shall be solely responsible in all respects for the management, maintenance and operation of the Premises, including, without limitation: negotiating and entering into Leases with Participating Businesses (a "Program Lease"); collection of rent and other amounts, preparation of vacant space and land for rental; providing services and utilities; oversight and management of construction projects and tenant build-out; enforcing Lease provisions; marketing; and payment of all costs of associated with the foregoing. The Affiliate shall publicly advertise and market the Premises. SUNY shall have no obligation to perform or bear the cost of any of the foregoing.

(c) The Affiliate shall have no authority to execute any instruments, agreements, or other documents on behalf of SUNY, or otherwise bind SUNY, except with SUNY's prior written consent.

(d) Rent and other amounts collected by or on behalf of the Affiliate under any Program Lease (collectively, "Program Rent"), shall be retained by the Affiliate except that the Affiliate and SUNY may decide, by separate written amendment to this Agreement with necessary approvals, to enter into revenue sharing arrangements. The Affiliate shall receive no compensation from SUNY under this Agreement or otherwise in relation to the START-UP NY program.

(e) For the avoidance of doubt, the Affiliate may, in its discretion, continue to lease the Premises to a Terminated Business following its removal from the START-UP NY program by the Commissioner. In the event a Participating Business has been removed from the START-UP NY program by the Commissioner pursuant to the Regulations, the Affiliate shall, following SUNY's request, cooperate with SUNY to identify replacement space in the Premises or at the identified properties for the START-UP NY program.

(f) SUNY shall have no liability to the Affiliate or to any Participating Business arising out of or related to any Program Lease. To the extent permitted by law, the Affiliate shall indemnify, defend, and hold SUNY and its officials, trustees and employees harmless against any claims, liabilities, settlements, damages, costs and expenses of whatever kind or nature (including, without limitation, reasonable attorneys' fees and disbursements) arising out of or related to any Program Lease.

6. Insurance.

The Affiliate agrees to procure and maintain during the Term of this Agreement Comprehensive General Liability Insurance in the amount of \$2,000,000.00 per occurrence, \$2,000,000.00 in the aggregate, naming the State University of New York, as an additional insured. The Affiliate further agrees to send the College Campus designee cited in paragraph 8 of this Agreement, a copy of any notice of cancellation of such policy, renewal certificate of insurance or new certificate of insurance naming SUNY, as an additional insured, within five (5) business days.

7. Plan Amendments; Further Assurances; Conflicts of Interest.

(a) The parties agree that the College Plan to be approved is incorporated by reference as Exhibit B to this Agreement.

(b) The Affiliate shall reasonably assist SUNY with preparing and/or amending the College Plan to include the Premises and any additional space that may become available at the designated property, including without limitation, providing such documents, diagrams, maps, floor plans, attestations and certifications as may be required by SUNY as necessary or useful to prepare and/or amend the College Plan. To the extent that documentation requested by SUNY is not available and involves a significant expense to prepare, the parties will work together to determine a mutually agreeable allocation of cost.

(c) The parties agree to execute any additional documentation as are reasonably necessary or useful to carry out the intention of this Agreement.

(d) The Affiliate shall comply with SUNY's conflict of interest policy relating to the START-UP NY program, as such policy is in effect from time to time.

8. Notices.

Each written notice, demand, approval or request by SUNY or Affiliate in connection with this Agreement, unless expressly otherwise provided, shall be in writing, and shall be deemed given if either delivered in person, with delivery acknowledged in writing by the party receiving the same, or mailed in the United States mail by certified mail, return receipt requested, postpaid, and addressed:

(a) to SUNY at the following address:

The State University of New York
State University Plaza
Albany, New York 12246
Attention: Vice Chancellor, Office of Capital Facilities

with a copy to:

The Research Foundation for
The State University of New York
START-UP NY Liaison Office
35 State Street
Albany, NY 12207
Attention: Jeffrey Boyce, Director of Economic Development

(b) to Affiliate at the following address:

Buffalo Economic Renaissance Corporation
901 City Hall
65 Niagara Sq.
Buffalo, NY 14202

(c) to the College at the following address:

Buffalo State College
Cleveland Hall 505
1300 Elmwood Avenue
Buffalo, New York 14222-1095
Attention: Vice President for Finance and Management

or to such other address as may be specified by written notice sent in accordance herewith. Every notice, demand or request shall be deemed to have been given at the time of delivery if given in person, or three days after mailing.

9. Miscellaneous.

(a) This Agreement shall be binding upon and inure to the benefit of SUNY and Affiliate and their respective successors and assigns.

(b) This Agreement shall be governed and construed in accordance with the laws of New York, excluding New York State's choice-of-law principles, and all claims relating to or arising out of this contract, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of New York State, excluding New York State's choice-of-law principles.

(c) Except as otherwise provided in this Agreement, any dispute arising under this Agreement shall be amicably resolved by the parties. If the parties are unable amicably to resolve the dispute within thirty (30) days, then either party may seek legal or equitable redress.

(d) In carrying out this Agreement, the Affiliate shall comply with all applicable laws, including, without limitation, the Act and the Regulations.

(e) This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed original, but all such counterparts together shall constitute but one and the same instrument.

(f) Subject to section 138 of New York State Finance Law, neither party may assign, convey or transfer this Agreement or any of their rights or duties hereunder without first obtaining the prior written consent of the other party and approval of the College and the Commissioner. Any such assignment, conveyance or transfer shall be deemed null and void.

(g) This Agreement including Exhibit A, Standard Clauses for State University of New York, and all other Exhibits and Schedules, contains the entire understanding of the parties with respect to the matters contained herein. In the event of any conflict between the terms and conditions set forth in this Agreement and Exhibit A, Exhibit A shall control.

(h) Any provision of this Agreement may be waived by mutual written consent of the parties hereto, provided, however, that no such waiver of any of the provisions hereof shall be binding unless in writing and signed by the party against whom the same is sought to be enforced.

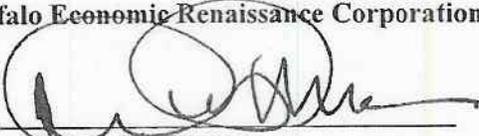
(i) If any provision of this Agreement is held to be illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining portions of the

Agreement, unless it prevents accomplishment of the objectives and purposes of the Agreement, which determination shall be submitted as a dispute under paragraph 9(c) herein.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

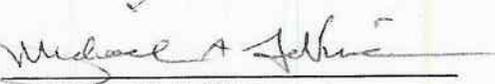
Buffalo Economic Renaissance Corporation

By: 

Name: Dennis M. Penman

Title: Interim President

**The State University of New York
On behalf of Buffalo State College**

By: 

Name: Michael F. LeVine

Title: Vice President for Finance and Management

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a Contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. PROHIBITION AGAINST ASSIGNMENT Except for the assignment of its right to receive payments subject to Article 5-A of the State Finance Law, the Contractor selected to perform the services herein are prohibited in accordance with Section 138 of the State Finance Law from assigning, transferring, conveying, subletting or otherwise disposing of its rights, title or interest in the contract without the prior written consent of SUNY and attempts to do so are null and void. Notwithstanding the foregoing, SUNY may, with the concurrence of the New York Office of State Comptroller, waive prior written consent of the assignment, transfer, conveyance, sublease or other disposition of a contract let pursuant to Article XI of the State Finance Law if the assignment, transfer, conveyance, sublease or other disposition is due to a reorganization, merger or consolidation of Contractor's its business entity or enterprise and Contractor so certifies to SUNY. SUNY retains the right, as provided in Section 138 of the State Finance Law, to accept or reject an assignment, transfer, conveyance, sublease or other disposition of the contract, and to require that any Contractor demonstrate its responsibility to do business with SUNY.

3. COMPTROLLER'S APPROVAL. (a) In accordance with Section 112 of the State Finance Law, Section 355 of New York State Education Law, and 8 NYCRR 316, Comptroller's approval is not required for the following contracts: (i) materials; (ii) equipment and supplies, including computer equipment; (iii) motor vehicles; (iv) construction; (v) construction-related services; (vi) printing; and (vii) goods for State University health care facilities, including contracts for goods made with joint or group purchasing arrangements.

(b) Comptroller's approval is required for the following contracts: (i) contracts for services not listed in Paragraph (3)(a) above made by a State University campus or health care facility certified by the Vice Chancellor and Chief Financial Officer, if the contract value exceeds \$250,000; (ii) contracts for services not listed in Paragraph (3)(a) above made by a State University campus not certified by the Vice Chancellor and Chief Financial Officer, if the contract value exceeds \$50,000; (iii) contracts for services not listed in Paragraph (3)(a) above made by health care facilities not certified by the Vice Chancellor and Chief Financial Officer, if the contract value exceeds \$75,000; (iv) contracts whereby the State University agrees to give something other than money, when the value or reasonably estimated value of such consideration exceeds \$10,000; (v) contracts for real property transactions if the contract value exceeds \$50,000; (vi) all other contracts not listed in Paragraph (3)(a) above, if the contract value exceeds \$50,000, e.g. SUNY acquisition of a business and New York State Finance Article 11-B contracts and (vii) amendments for any amount to contracts not listed in Paragraph (3)(a) above, when as so amended, the contract exceeds the threshold amounts stated in Paragraph (b) herein. However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued

under such centralized contract.

(c) Any contract that requires Comptroller approval shall not be valid, effective or binding upon the State University until it has been approved by the Comptroller and filed in the Comptroller's office.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the

filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by SUNY of any SUNY-approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based on the submission of competitive bids, Contractor affirms, under penalty of perjury, and each person signing on behalf of Contractor, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered it to SUNY a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an exami-

nation, as SUNY and its representatives and entities involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. SUNY shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate SUNY official, in writing, that said Records should not be disclosed; and (ii) said Records shall be sufficiently identified; and (iii) designation of said Records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, SUNY's or the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

Identification Number(s). Every invoice or New York State Claim for Payment submitted to the State University of New York by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State University of New York is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the State University of New York contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

(a) In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement

in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(1) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrades, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(2) at SUNY's request, Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(3) Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(b) Contractor will include the provisions of "1", "2" and "3", above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a Contractor or sub-contractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. SUNY shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, SUNY shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. **CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Exhibit A, the terms of this Exhibit A shall control.

14. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. **LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. **NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of

competent jurisdiction of the State of New York.

17. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. **PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165 (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State. In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with the approval of the State, otherwise, the bid may not be considered responsive. Under bidder certification, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. **MacBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that Contractor and any individual or legal entity in which the Contractor holds a ten percent or greater ownership interest and any individual or legal entity that holds a ten percent or greater ownership interest in the Contractor either (a) have no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165(5) of the State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. **OMNIBUS PROCUREMENT ACT OF 1992.** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl St., 7th Floor
Albany, NY 12245
Tel: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development

Division of Minority and Women's Business
Development
633 Third Avenue
New York, NY 10017
212-803-2414

email: mwbcertification@esd.ny.gov
<https://ny.newyorkcontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to SUNY;

(b) The Contractor has complied with the Federal Equal Employment Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Search Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that SUNY may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with SUNY in these efforts.

21. RECIPROCITY AND SANCTIONS

PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act of 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. Contact the NYS Department of Economic Development, Division for Small Business, 30 South Pearl Street, Albany, New York 12245, for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental health and mental health services, accounting, auditing, paralegal, legal or similar services, then in accordance with Section 163(4-g) of the State Finance Law, the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to SUNY, the Department of Civil Service and the State Comptroller.

24. PURCHASES OF APPAREL AND SPORTS EQUIPMENT. In accordance with State Finance Law Section 165(7), SUNY may determine that a bidder on a contract for the purchase of apparel or sports equipment is not a responsible bidder as defined in State Finance Law Section 163 based on (a) the labor standards applicable to the manufacture of the apparel or sports equipment, including employee compensation, working conditions, employee rights to form unions and the use of child labor; or (b) bidder's failure to provide information sufficient for SUNY to determine the labor conditions applicable to the manufacture of the apparel or sports equipment.

25. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

26. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS. To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the Contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract,

the Department of Taxation and Finance or SUNY discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if SUNY determines that such action is in the best interests of the State.

27. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <http://www.ogs.ny.gov/about/reqs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

THE FOLLOWING PROVISIONS SHALL APPLY ONLY TO THOSE CONTRACTS TO WHICH A HOSPITAL OR OTHER HEALTH SERVICE FACILITY IS A PARTY

28. Notwithstanding any other provision in this contract, the hospital or other health service facility remains responsible for insuring that any service provided pursuant to this contract complies with all pertinent provisions of Federal, state and local statutes, rules and regulations. In the foregoing sentence, the word "service" shall be construed to refer to the health care service rendered by the hospital or other health service facility.

29. (a) In accordance with the 1980 Omnibus Reconciliation Act (Public Law 96-499), Contractor hereby agrees that until the expiration of four years after the furnishing of services under this agreement, Contractor shall make available upon written request to the Secretary of Health and Human Services, or upon request, to the Comptroller General of the United States or any of their duly authorized representatives, copies of this contract, books, documents and records of the Contractor that are necessary to certify the nature and extent of the costs hereunder.

(b) If Contractor carries out any of the duties of the contract hereunder, through a subcontract having a value or cost of \$10,000 or more over a twelve-month period, such subcontract shall contain a clause to the effect that, until the expiration of four years after the furnishing of such services pursuant to such subcontract, the subcontractor shall make available upon written request to the Secretary of Health and Human Services or upon request to the Comptroller General of the United States, or any of their duly authorized representatives, copies of the subcontract and books, documents and records of the subcontractor that are necessary to verify the nature and extent of the costs of such subcontract.

(c) The provisions of this section shall apply only to such contracts as are within the definition established by the Health Care Financing Administration, as may be amended or modified from time to time.

SCHEDULE 1

Description of Premises

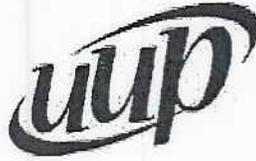
(a) 85 River Rock, Buffalo, New York (tax parcel ID 77.74-5-3.1),

(b) 100 River Rock, Buffalo, New York (tax parcel ID 77.74-5-9.11)

(c) 175 Rano Street, Buffalo, New York (tax parcel ID 77.66-2-1)

The parties agree that the above-described Premises do not include space currently leased or occupied by tenants of Affiliate. In the event of termination or expiration of a pre-existing tenancy, the parties may agree to add newly available space to the Premises by amendment of this Schedule 1 in accordance with Section 3 of this Agreement.

EXHIBIT B
APPROVED COLLEGE PLAN



Buffalo State College Chapter

January 22, 2016

President Conway Turner
SUNY Buffalo State
GC 517
1300 Elmwood Ave.
Buffalo, NY 14222

Dear President Conway Turner;

After reading your revised proposal of SUNY Buffalo State's plan for Start-Up NY I must congratulate you and your team for an excellent proposal. Therefore, the Buffalo State Chapter of the United University Professions (UUP), is pleased to endorse your revised proposal for Start-Up NY.

Sincerely;

Richard A. Stempniak Ph.D.
President
Buffalo State Chapter – UUP

RAS/ras

LeVine, Michael F

From: Christy, Benjamin C.
Sent: Thursday, January 21, 2016 4:20 PM
To: LeVine, Michael F
Cc: Perreault, Melanie L
Subject: RE: Buffalo State StartUP NY Plan

Dear Mike:

The deans discussed the Start-Up New York campus plan at our Deans' Council meeting yesterday. We appreciate your sharing the revised plan with us.

Noting that the academic review committee has been enlarged and the property location changed, we are very pleased the campus is moving forward with this opportunity. We look forward to many productive partnerships that benefit students, faculty and companies alike.

Ben

From: LeVine, Michael F
Sent: Thursday, January 7, 2016 5:28 PM
To: Christy, Benjamin C. <christy@buffalostate.edu>
Subject: RE: Buffalo State StartUP NY Plan

No, just the location is changing.

From: Christy, Benjamin C.
Sent: Thursday, January 07, 2016 4:32 PM
To: LeVine, Michael F <levinemf@buffalostate.edu>
Subject: RE: Buffalo State StartUP NY Plan

Dear Mike:

Thank you for sending the plan.

Are there any differences between this plan and the previous one other than location?

Thanks.

Ben

From: LeVine, Michael F
Sent: Wednesday, December 23, 2015 3:35 PM
To: Christy, Benjamin C. <christy@buffalostate.edu>
Subject: Buffalo State StartUP NY Plan

Sent on behalf of President Conway-Turner

LeVine, Michael F

From: McMillan, Amy
Sent: Wednesday, January 20, 2016 3:34 PM
To: Conway-Turner, Katherine S
Cc: LeVine, Michael F
Subject: StartUP NY response

Dear Kate,

I have reviewed the StartUP NY documentation sent in December and contacted Mike Levine's office with questions and my minor comments (primarily about some acronym clarification). Thank you for giving me the opportunity to review this – I look forward to having some StartUP NY businesses connected to our campus in the near future.

I look forward to seeing you next week for our scheduled meeting. We have a new semester to launch!

Amy

Amy McMillan
Chair, College Senate
Associate Professor, Biology
SUNY Buffalo State
SAMC 316
Buffalo, NY 14222
(716) 878-3756

LeVine, Michael F

From: Mayrose, James
Sent: Friday, January 15, 2016 3:46 PM
To: LeVine, Michael F
Subject: RE: Buffalo State StartUP NY Plan

Hi Mike,
The plan looks good to me. I received the list of academic advisory committee members from Melanie so we'll be ready to meet once we're given the go ahead with the plan.

Regards,
Jim

Dr. Jim Mayrose
Dean
School of the Professions
(716) 878-4698



BUFFALO STATE
The State University of New York

From: LeVine, Michael F
Sent: Wednesday, December 23, 2015 3:35 PM
To: Mayrose, James <MAYROSI@BuffaloState.edu>
Subject: Buffalo State StartUP NY Plan

Sent on behalf of President Conway-Turner

Michael F. LeVine
Vice President for Finance and Management
Buffalo State
Cleveland Hall 505
1300 Elmwood Avenue
Buffalo, NY 14222-1095
(716) 878-4311
levinmf@buffalostate.edu

LeVine, Michael F

From: Paterson, Wendy
Sent: Friday, January 08, 2016 2:38 PM
To: LeVine, Michael F
Subject: RE: Buffalo State StartUP NY Plan

No specific input from us. Looks like a solid plan.

Wendy A. Paterson, Ph.D.

Dean and Professor ♦ School of Education ♦ Bacon 306E
Buffalo State ♦ 1300 Elmwood Avenue ♦ Buffalo, NY 14222
Phone (716) 878-4214 ♦ Fax (716) 878-5301

From: LeVine, Michael F
Sent: Wednesday, December 23, 2015 3:35 PM
To: Paterson, Wendy <PATERSWA@BuffaloState.edu>
Subject: Buffalo State StartUP NY Plan

Sent on behalf of President Conway-Turner

Michael F. LeVine
Vice President for Finance and Management
Buffalo State
Cleveland Hall 505
1300 Elmwood Avenue
Buffalo, NY 14222-1095
(716) 878-4311
levinemf@buffalostate.edu

LeVine, Michael F

From: Conway-Turner, Katherine S
Sent: Monday, January 04, 2016 3:31 PM
To: LeVine, Michael F
Subject: FW: Buffalo State StartUP NY Plan

FYI

From: Railey, Kevin
Sent: Monday, January 04, 2016 3:28 PM
To: Conway-Turner, Katherine S
Subject: RE: Buffalo State StartUP NY Plan

Kate –

As you requested, I have reviewed Buffalo State's Start-Up New York plan. I do not have any additional comments at this time.

Best,

Kevin.

And Happy New Year!

*Kevin Railey, PhD
Associate Provost and Dean,
The Graduate School
Professor of English
SUNY Buffalo State
716-878-5609*



BUFFALO STATE
The State University of New York

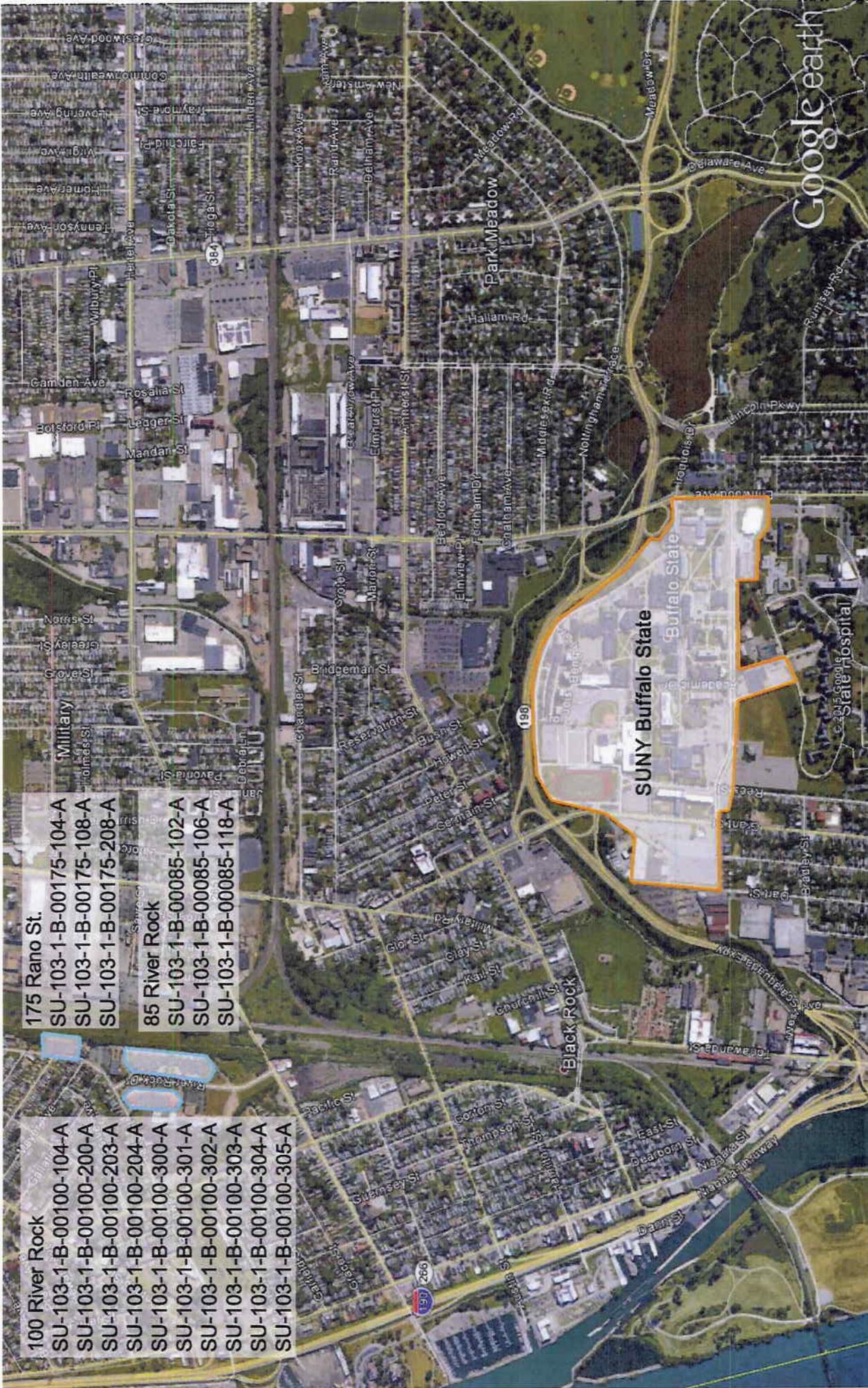
From: LeVine, Michael F
Sent: Wednesday, December 23, 2015 3:33 PM
To: Railey, Kevin <RAILEYKJ@BuffaloState.edu>
Subject: Buffalo State StartUP NY Plan

| Sponsor | Location | UniqueID | 16V incubator | Owner | Property Type* | StreetAddress | City | ZipCode | Parcell D | Building | Space Type** | SqFT | Acres | Description | on Campus | Within 1 mile Of Campus | More than 1 mile off campus (requires waiver) | Latitude | Longitude | Note | County |
|--------------------|-----------------|------------------------|---------------|--|----------------|---------------------------------|---------|---------|-----------|---------------------------------|--------------|-------|-------|---|-----------|-------------------------|---|----------|-----------|------|--------|
| SUNY Buffalo State | City of Buffalo | SU-103-1-B-00175-104-A | No | Buffalo Economic Renaissance Corporation | 1 | 175 Rano St., Suite 104 | Buffalo | 14207 | NA | River Rock Industrial Incubator | C | 7,765 | - | Warehouse/light manufacturing space in good condition. Needs buildout: clearance height & or 9 feet at certain spots | Yes | N/A | N/A | 42.56N | 78.53W | | Erie |
| SUNY Buffalo State | City of Buffalo | SU-103-1-B-00175-108-A | No | Buffalo Economic Renaissance Corporation | 1 | 175 Rano St., Suite 108 | Buffalo | 14207 | NA | River Rock Industrial Incubator | C | 4,830 | - | Warehouse/light manufacturing space in good condition. Needs repair, cleaning, and buildout | Yes | N/A | N/A | 42.56N | 78.53W | | Erie |
| SUNY Buffalo State | City of Buffalo | SU-103-1-B-00175-208-A | No | Buffalo Economic Renaissance Corporation | 1 | 175 Rano St., Suite 208 | Buffalo | 14207 | NA | River Rock Industrial Incubator | C | 4,365 | - | Office space in good condition with hardwood floors; some buildout needed; excellent natural light on all sides | Yes | N/A | N/A | 42.56N | 78.53W | | Erie |
| SUNY Buffalo State | City of Buffalo | SU-103-1-B-00085-102-A | No | Buffalo Economic Renaissance Corporation | 1 | 85 River Rock Dr. Suite 102&104 | Buffalo | 14207 | NA | Buffalo Free Trade Complex | C | 1,835 | - | Office space in very good condition | Yes | N/A | N/A | 42.56N | 78.53W | | Erie |
| SUNY Buffalo State | City of Buffalo | SU-103-1-B-00085-106-A | No | Buffalo Economic Renaissance Corporation | 1 | 85 River Rock Dr. Suite 106 | Buffalo | 14207 | NA | Buffalo Free Trade Complex | C | 995 | - | Office space in very good condition | Yes | N/A | N/A | 42.56N | 78.53W | | Erie |
| SUNY Buffalo State | City of Buffalo | SU-103-1-B-00085-118-A | No | Buffalo Economic Renaissance Corporation | 1 | 85 River Rock Dr. Suite 118 | Buffalo | 14207 | NA | Buffalo Free Trade Complex | C | 1,065 | - | Office space in very good condition | Yes | N/A | N/A | 42.56N | 78.53W | | Erie |
| SUNY Buffalo State | City of Buffalo | SU-103-1-B-00100-104-A | No | Buffalo Economic Renaissance Corporation | 1 | 100 River Rock Dr. Suite 104 | Buffalo | 14207 | NA | CAN AM Building | C | 5,115 | | Office and warehouse/light manufacturing space; office in very good condition; large garage area with al-grade door | Yes | N/A | N/A | 42.56N | 78.53W | | Erie |
| SUNY Buffalo State | City of Buffalo | SU-103-1-B-00100-200-A | No | Buffalo Economic Renaissance Corporation | 1 | 100 River Rock Dr. Suite 200 | Buffalo | 14207 | NA | CAN AM Building | C | 1,320 | | Office and warehouse/light manufacturing space in very good condition. 300 amps electric; suites 200-205 share common space with bathrooms and 2 garage doors | Yes | N/A | N/A | 42.56N | 78.53W | | Erie |
| SUNY Buffalo State | City of Buffalo | SU-103-1-B-00100-203-A | No | Buffalo Economic Renaissance Corporation | 1 | 100 River Rock Dr. Suite 203 | Buffalo | 14207 | NA | CAN AM Building | C | 1,125 | | Office, plus warehouse/light manufacturing space in very good condition. 300 amps electric; suites 200-205 share common space with bathrooms and 2 garage doors | Yes | N/A | N/A | 42.56N | 78.53W | | Erie |
| SUNY Buffalo State | City of Buffalo | SU-103-1-B-00100-204-A | No | Buffalo Economic Renaissance Corporation | 1 | 100 River Rock Dr. Suite 204 | Buffalo | 14207 | NA | CAN AM Building | C | 1,390 | | Warehouse/light manufacturing space in excellent condition. Suites 200-205 share common space with bathrooms and 2 garage doors | Yes | N/A | N/A | 42.56N | 78.53W | | Erie |

| Sponsor | Location | UniqueID | 16V Incubator | Owner | Property Type* | StreetAddress | City | ZipCode | Parcel D | Building | Space Type** | SqFT | Acres | Description | on Campus | Within 1 mile Of Campus | More than 1 mile off (requires waiver) | Latitude | Longitude | Note | County |
|--------------------|-----------------|------------------------|---------------|--|----------------|------------------------------|---------|---------|----------|-----------------|--------------|-------|-------|--|-----------|-------------------------|--|----------|-----------|------|--------|
| SUNY Buffalo State | City of Buffalo | SU-103-1-B-00100-300-A | No | Buffalo Economic Renaissance Corporation | 1 | 100 River Rock Dr. Suite 300 | Buffalo | 14207 | NA | CAN AM Building | C | 1,525 | | Warehouse/light manufacturing space in very good condition; Suites 300-305 share a common space with bathrooms and 2 garage doors. | Yes | N/A | N/A | 42.56N | 78.53W | | Erie |
| SUNY Buffalo State | City of Buffalo | SU-103-1-B-00100-301-A | No | Buffalo Economic Renaissance Corporation | 1 | 100 River Rock Dr. Suite 301 | Buffalo | 14207 | NA | CAN AM Building | C | 1,330 | | Warehouse/light manufacturing space in very good condition | Yes | N/A | N/A | 42.56N | 78.53W | | Erie |
| SUNY Buffalo State | City of Buffalo | SU-103-1-B-00100-302-A | No | Buffalo Economic Renaissance Corporation | 1 | 100 River Rock Dr. Suite 302 | Buffalo | 14207 | NA | CAN AM Building | C | 1,120 | | Warehouse/light manufacturing space in very good condition | Yes | N/A | N/A | 42.56N | 78.53W | | Erie |
| SUNY Buffalo State | City of Buffalo | SU-103-1-B-00100-303-A | No | Buffalo Economic Renaissance Corporation | 1 | 100 River Rock Dr. Suite 303 | Buffalo | 14207 | NA | CAN AM Building | C | 1,120 | | Warehouse/light manufacturing space in very good condition | Yes | N/A | N/A | 42.56N | 78.53W | | Erie |
| SUNY Buffalo State | City of Buffalo | SU-103-1-B-00100-304-A | No | Buffalo Economic Renaissance Corporation | 1 | 100 River Rock Dr. Suite 304 | Buffalo | 14207 | NA | CAN AM Building | C | 1,425 | | Warehouse/light manufacturing space in very good condition | Yes | N/A | N/A | 42.56N | 78.53W | | Erie |
| SUNY Buffalo State | City of Buffalo | SU-103-1-B-00100-305-A | No | Buffalo Economic Renaissance Corporation | 1 | 100 River Rock Dr. Suite 305 | Buffalo | 14207 | NA | CAN AM Building | C | 2,390 | | Warehouse/light manufacturing space in very good condition | Yes | N/A | N/A | 42.56N | 78.53W | | Erie |

** A=entire building
 B=floor within building
 C=Room within building
 D=land on campus
 E= land off campus
 F=entire building off campus
 G=partial building off campus
 H=state asset

* 1= on campus
 2= 1 mile off campus
 3= State Asset



100 River Rock
 SU-103-1-B-00100-104-A
 SU-103-1-B-00100-200-A
 SU-103-1-B-00100-203-A
 SU-103-1-B-00100-204-A
 SU-103-1-B-00100-300-A
 SU-103-1-B-00100-301-A
 SU-103-1-B-00100-302-A
 SU-103-1-B-00100-303-A
 SU-103-1-B-00100-304-A
 SU-103-1-B-00100-305-A

175 Rano St.
 SU-103-1-B-00175-104-A
 SU-103-1-B-00175-108-A
 SU-103-1-B-00175-208-A

85 River Rock
 SU-103-1-B-00085-102-A
 SU-103-1-B-00085-106-A
 SU-103-1-B-00085-118-A



BUFFALO STATE
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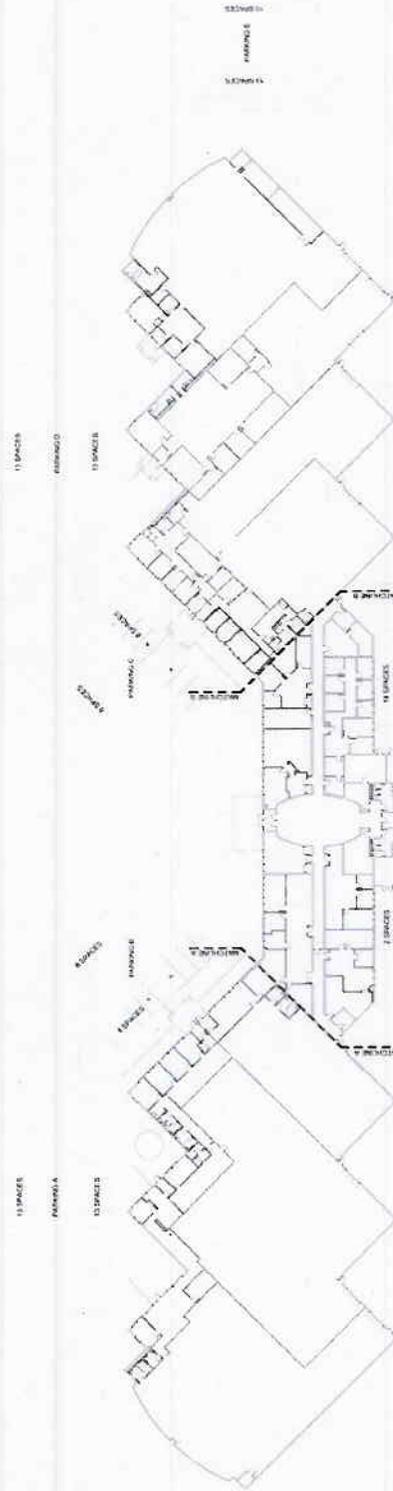
miles
 km



GENERAL NOTES

- 1. ROOMS ARE TO BE ACCORDING TO THE 2012 INTERNATIONAL RESIDENTIAL CODE.
- 2. ROOMS ARE TO BE ACCORDING TO THE 2012 INTERNATIONAL RESIDENTIAL CODE.
- 3. ALL ROOMS ARE TO BE ACCORDING TO THE 2012 INTERNATIONAL RESIDENTIAL CODE.
- 4. ALL ROOMS ARE TO BE ACCORDING TO THE 2012 INTERNATIONAL RESIDENTIAL CODE.
- 5. ALL ROOMS ARE TO BE ACCORDING TO THE 2012 INTERNATIONAL RESIDENTIAL CODE.

RIVER ROCK DRIVE



SOUTH WING

CENTRAL CORE

NORTH WING

(A) Overall Building Plan

AR
Architectural Resources
100 West 10th Street
Buffalo, NY 14207
Phone: 716.855.1100
Fax: 716.855.1101
www.architecturalresources.com

85 River Rock Building Survey
Chocolate Delivery Systems
85 River Rock Drive
Buffalo, NY 14207



Building Survey
11/11/2015

Revisions

| No. | Description | Date |
|-----|-------------|------|
| | | |
| | | |
| | | |

Overall Building Plan

Scale: 1/8" = 1'-0"
Date: 11/11/2015
Sheet No.: A-101

A-101

GENERAL NOTES

- 1. BUILDING SURVEY IS FOR INFORMATIONAL PURPOSES ONLY. IT IS NOT TO BE USED FOR CONSTRUCTION OR AS A BASIS FOR ANY OTHER DESIGN OR ENGINEERING WORK.
- 2. THE SURVEY IS BASED ON THE INFORMATION PROVIDED BY THE CLIENT AND IS NOT TO BE USED FOR ANY OTHER PURPOSE.
- 3. THE SURVEY IS NOT TO BE USED FOR ANY OTHER PURPOSE.



Architectural Resources
 100 River Rock Drive
 Buffalo, NY 14207

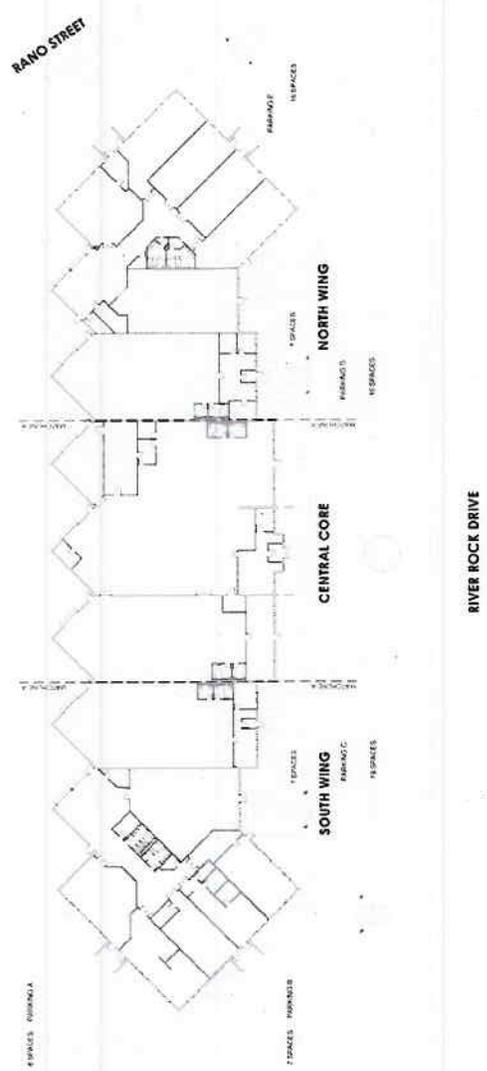
100 River Rock Building Survey
 Chocolate Delivery Systems
 100 River Rock Drive
 Buffalo, NY 14207



Building Survey
 11.11.2015

Overall Building Plan

A-101



A2 Overall Building Plan
 11/11/15



Architectural Resources
100 River Rock Drive
Buffalo, NY 14207

100 River Rock Building Survey
Chocolate Delivery Systems
Buffalo, NY 14207



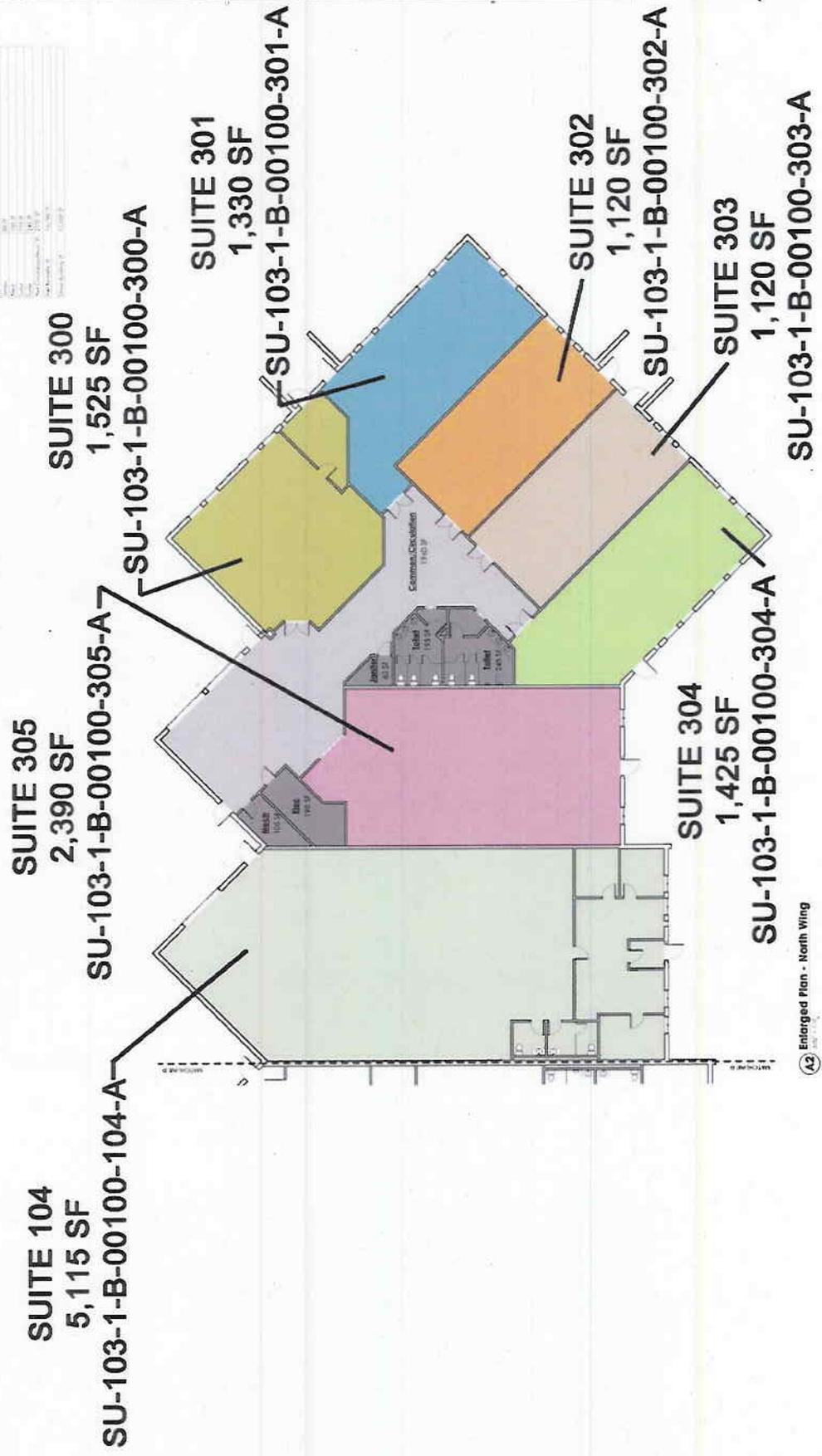
Building Survey
11.11.2015

Enlarged Plan - North Wing

A-104

North Wing Square Footage Breakdown

| Suite | Square Footage |
|-----------|----------------|
| SUITE 104 | 5,115 SF |
| SUITE 305 | 2,390 SF |
| SUITE 300 | 1,525 SF |
| SUITE 301 | 1,330 SF |
| SUITE 302 | 1,120 SF |
| SUITE 303 | 1,120 SF |
| SUITE 304 | 1,425 SF |



A2 Enlarged Plan - North Wing



Key Plan

GENERAL NOTES

1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.



Architectural Resources
 100 West 11th Street
 New York, NY 10011
 Tel: 212 675 1000
 Fax: 212 675 1001
 www.architecturalresources.com

175 Rano Street Building Survey
 Chocolate Delivery Systems
 Buffalo, NY 14207



Building Survey
 11/11/2015

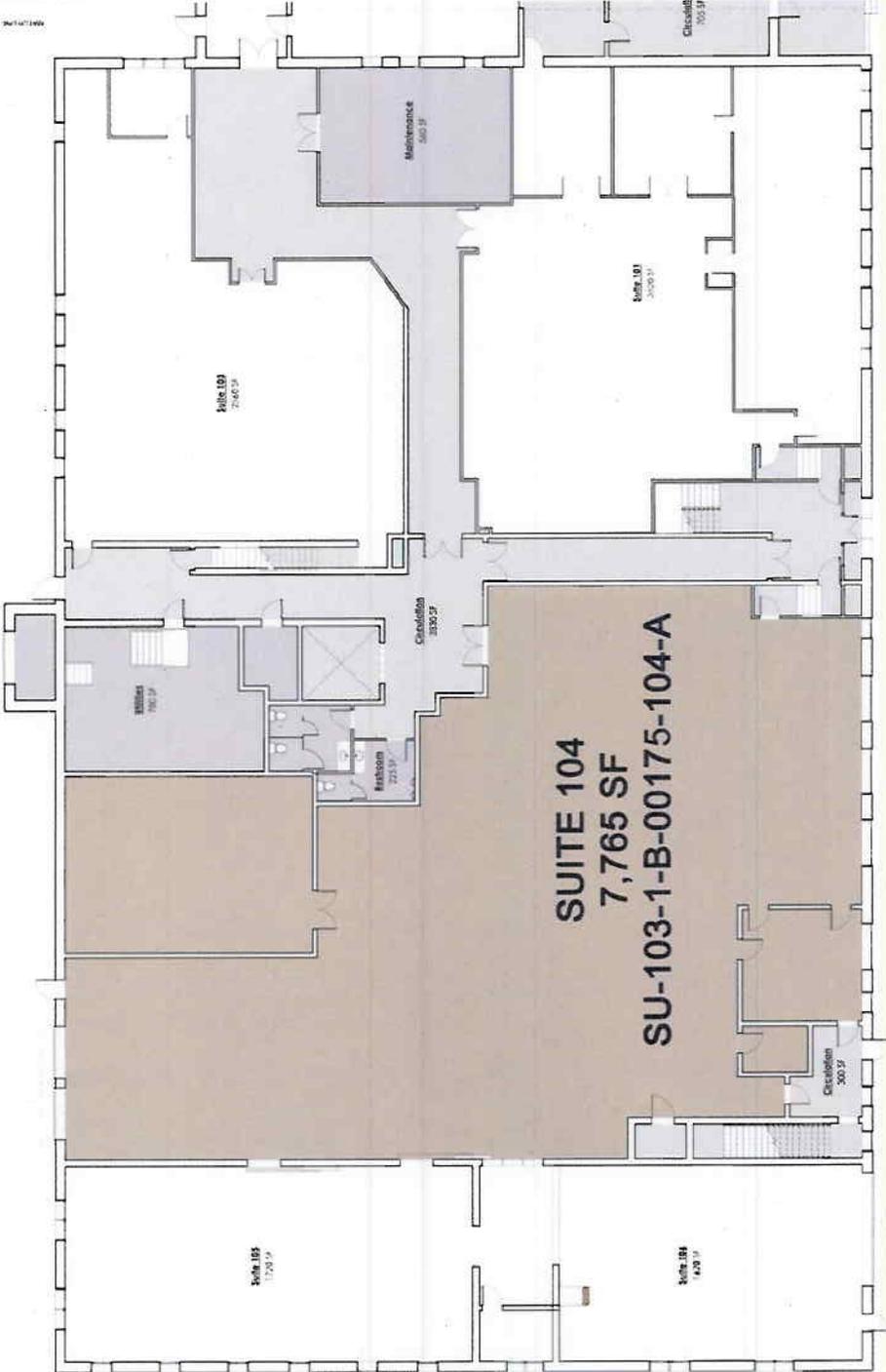
Overall Building Plan

A-101

Overall Building Plan

First Floor North Square Footage Breakdown

| Room | Square Footage |
|------------|----------------|
| Office 101 | 1,200 SF |
| Office 102 | 1,200 SF |
| Office 103 | 1,200 SF |
| Office 104 | 1,200 SF |
| Office 105 | 1,200 SF |
| Office 106 | 1,200 SF |
| Office 107 | 1,200 SF |
| Office 108 | 1,200 SF |
| Office 109 | 1,200 SF |
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| Office 161 | 1,200 SF |
| Office 162 | 1,200 SF |
| Office 163 | 1,200 SF |
| Office 164 | 1,200 SF |
| Office 165 | 1,200 SF |
| Office 166 | 1,200 SF |
| Office 167 | 1,200 SF |
| Office 168 | 1,200 SF |
| Office 169 | 1,200 SF |
| Office 170 | 1,200 SF |
| Office 171 | 1,200 SF |
| Office 172 | 1,200 SF |
| Office 173 | 1,200 SF |
| Office 174 | 1,200 SF |
| Office 175 | 1,200 SF |
| Office 176 | 1,200 SF |
| Office 177 | 1,200 SF |
| Office 178 | 1,200 SF |
| Office 179 | 1,200 SF |
| Office 180 | 1,200 SF |
| Office 181 | 1,200 SF |
| Office 182 | 1,200 SF |
| Office 183 | 1,200 SF |
| Office 184 | 1,200 SF |
| Office 185 | 1,200 SF |
| Office 186 | 1,200 SF |
| Office 187 | 1,200 SF |
| Office 188 | 1,200 SF |
| Office 189 | 1,200 SF |
| Office 190 | 1,200 SF |
| Office 191 | 1,200 SF |
| Office 192 | 1,200 SF |
| Office 193 | 1,200 SF |
| Office 194 | 1,200 SF |
| Office 195 | 1,200 SF |
| Office 196 | 1,200 SF |
| Office 197 | 1,200 SF |
| Office 198 | 1,200 SF |
| Office 199 | 1,200 SF |
| Office 200 | 1,200 SF |
| Office 201 | 1,200 SF |
| Office 202 | 1,200 SF |
| Office 203 | 1,200 SF |
| Office 204 | 1,200 SF |
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| Office 206 | 1,200 SF |
| Office 207 | 1,200 SF |
| Office 208 | 1,200 SF |
| Office 209 | 1,200 SF |
| Office 210 | 1,200 SF |
| Office 211 | 1,200 SF |
| Office 212 | 1,200 SF |
| Office 213 | 1,200 SF |
| Office 214 | 1,200 SF |
| Office 215 | 1,200 SF |
| Office 216 | 1,200 SF |
| Office 217 | 1,200 SF |
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| Office 219 | 1,200 SF |
| Office 220 | 1,200 SF |
| Office 221 | 1,200 SF |
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| Office 224 | 1,200 SF |
| Office 225 | 1,200 SF |
| Office 226 | 1,200 SF |
| Office 227 | 1,200 SF |
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| Office 229 | 1,200 SF |
| Office 230 | 1,200 SF |
| Office 231 | 1,200 SF |
| Office 232 | 1,200 SF |
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| Office 238 | 1,200 SF |
| Office 239 | 1,200 SF |
| Office 240 | 1,200 SF |
| Office 241 | 1,200 SF |
| Office 242 | 1,200 SF |
| Office 243 | 1,200 SF |
| Office 244 | 1,200 SF |
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| Office 246 | 1,200 SF |
| Office 247 | 1,200 SF |
| Office 248 | 1,200 SF |
| Office 249 | 1,200 SF |
| Office 250 | 1,200 SF |
| Office 251 | 1,200 SF |
| Office 252 | 1,200 SF |
| Office 253 | 1,200 SF |
| Office 254 | 1,200 SF |
| Office 255 | 1,200 SF |
| Office 256 | 1,200 SF |
| Office 257 | 1,200 SF |
| Office 258 | 1,200 SF |
| Office 259 | 1,200 SF |
| Office 260 | 1,200 SF |
| Office 261 | 1,200 SF |
| Office 262 | 1,200 SF |
| Office 263 | 1,200 SF |
| Office 264 | 1,200 SF |
| Office 265 | 1,200 SF |
| Office 266 | 1,200 SF |
| Office 267 | 1,200 SF |
| Office 268 | 1,200 SF |
| Office 269 | 1,200 SF |
| Office 270 | 1,200 SF |
| Office 271 | 1,200 SF |
| Office 272 | 1,200 SF |
| Office 273 | 1,200 SF |
| Office 274 | 1,200 SF |
| Office 275 | 1,200 SF |
| Office 276 | 1,200 SF |
| Office 277 | 1,200 SF |
| Office 278 | 1,200 SF |
| Office 279 | 1,200 SF |
| Office 280 | 1,200 SF |
| Office 281 | 1,200 SF |
| Office 282 | 1,200 SF |
| Office 283 | 1,200 SF |
| Office 284 | 1,200 SF |
| Office 285 | 1,200 SF |
| Office 286 | 1,200 SF |
| Office 287 | 1,200 SF |
| Office 288 | 1,200 SF |
| Office 289 | 1,200 SF |
| Office 290 | 1,200 SF |
| Office 291 | 1,200 SF |
| Office 292 | 1,200 SF |
| Office 293 | 1,200 SF |
| Office 294 | 1,200 SF |
| Office 295 | 1,200 SF |
| Office 296 | 1,200 SF |
| Office 297 | 1,200 SF |
| Office 298 | 1,200 SF |
| Office 299 | 1,200 SF |
| Office 300 | 1,200 SF |



A1 First Floor Enlarged Plan - North



Architectural Resources
 175 Rano Street
 Buffalo, NY 14207

175 Rano Street Building Survey

Chocolate Delivery Systems
 175 Rano Street
 Buffalo, NY 14207



Building Survey

11/19/2015

| NO. | DESCRIPTION | DATE |
|-----|-----------------|------------|
| 1 | Building Survey | 11/19/2015 |

Second Floor
 Enlarged Plan - South

A-105

Second Floor South Square Footage Breakdown

| Room | Square Footage |
|--------|----------------|
| 208 | 4,365 |
| 208-A | 1,205 |
| 208-B | 1,205 |
| 208-C | 1,205 |
| 208-D | 1,205 |
| 208-E | 1,205 |
| 208-F | 1,205 |
| 208-G | 1,205 |
| 208-H | 1,205 |
| 208-I | 1,205 |
| 208-J | 1,205 |
| 208-K | 1,205 |
| 208-L | 1,205 |
| 208-M | 1,205 |
| 208-N | 1,205 |
| 208-O | 1,205 |
| 208-P | 1,205 |
| 208-Q | 1,205 |
| 208-R | 1,205 |
| 208-S | 1,205 |
| 208-T | 1,205 |
| 208-U | 1,205 |
| 208-V | 1,205 |
| 208-W | 1,205 |
| 208-X | 1,205 |
| 208-Y | 1,205 |
| 208-Z | 1,205 |
| 208-AA | 1,205 |
| 208-AB | 1,205 |
| 208-AC | 1,205 |
| 208-AD | 1,205 |
| 208-AE | 1,205 |
| 208-AF | 1,205 |
| 208-AG | 1,205 |
| 208-AH | 1,205 |
| 208-AI | 1,205 |
| 208-AJ | 1,205 |
| 208-AM | 1,205 |
| 208-AN | 1,205 |
| 208-AO | 1,205 |
| 208-AP | 1,205 |
| 208-AQ | 1,205 |
| 208-AR | 1,205 |
| 208-AS | 1,205 |
| 208-AT | 1,205 |
| 208-AU | 1,205 |
| 208-AV | 1,205 |
| 208-AW | 1,205 |
| 208-AX | 1,205 |
| 208-AY | 1,205 |
| 208-AZ | 1,205 |
| 208-BA | 1,205 |
| 208-BB | 1,205 |
| 208-BC | 1,205 |
| 208-BD | 1,205 |
| 208-BE | 1,205 |
| 208-BF | 1,205 |
| 208-BG | 1,205 |
| 208-BH | 1,205 |
| 208-BI | 1,205 |
| 208-BJ | 1,205 |
| 208-BM | 1,205 |
| 208-BN | 1,205 |
| 208-BO | 1,205 |
| 208-BP | 1,205 |
| 208-BQ | 1,205 |
| 208-BR | 1,205 |
| 208-BS | 1,205 |
| 208-BT | 1,205 |
| 208-BU | 1,205 |
| 208-BV | 1,205 |
| 208-BW | 1,205 |
| 208-BX | 1,205 |
| 208-BY | 1,205 |
| 208-BZ | 1,205 |
| 208-CA | 1,205 |
| 208-CB | 1,205 |
| 208-CC | 1,205 |
| 208-CD | 1,205 |
| 208-CE | 1,205 |
| 208-CF | 1,205 |
| 208-CG | 1,205 |
| 208-CH | 1,205 |
| 208-CI | 1,205 |
| 208-CJ | 1,205 |
| 208-CM | 1,205 |
| 208-CN | 1,205 |
| 208-CO | 1,205 |
| 208-CP | 1,205 |
| 208-CQ | 1,205 |
| 208-CR | 1,205 |
| 208-CS | 1,205 |
| 208-CT | 1,205 |
| 208-CU | 1,205 |
| 208-CV | 1,205 |
| 208-CW | 1,205 |
| 208-CX | 1,205 |
| 208-CY | 1,205 |
| 208-CZ | 1,205 |
| 208-DA | 1,205 |
| 208-DB | 1,205 |
| 208-DC | 1,205 |
| 208-DD | 1,205 |
| 208-DE | 1,205 |
| 208-DF | 1,205 |
| 208-DG | 1,205 |
| 208-DH | 1,205 |
| 208-DI | 1,205 |
| 208-DJ | 1,205 |
| 208-DM | 1,205 |
| 208-DN | 1,205 |
| 208-DO | 1,205 |
| 208-DP | 1,205 |
| 208-DQ | 1,205 |
| 208-DR | 1,205 |
| 208-DS | 1,205 |
| 208-DT | 1,205 |
| 208-DU | 1,205 |
| 208-DV | 1,205 |
| 208-DW | 1,205 |
| 208-DX | 1,205 |
| 208-DY | 1,205 |
| 208-DZ | 1,205 |
| 208-EA | 1,205 |
| 208-EB | 1,205 |
| 208-EC | 1,205 |
| 208-ED | 1,205 |
| 208-EE | 1,205 |
| 208-EF | 1,205 |
| 208-EG | 1,205 |
| 208-EH | 1,205 |
| 208-EI | 1,205 |
| 208-EJ | 1,205 |
| 208-EM | 1,205 |
| 208-EN | 1,205 |
| 208-EO | 1,205 |
| 208-EP | 1,205 |
| 208-EQ | 1,205 |
| 208-ER | 1,205 |
| 208-ES | 1,205 |
| 208-ET | 1,205 |
| 208-EU | 1,205 |
| 208-EV | 1,205 |
| 208-EW | 1,205 |
| 208-EX | 1,205 |
| 208-EY | 1,205 |
| 208-EZ | 1,205 |
| 208-FA | 1,205 |
| 208-FB | 1,205 |
| 208-FC | 1,205 |
| 208-FD | 1,205 |
| 208-FE | 1,205 |
| 208-FF | 1,205 |
| 208-FG | 1,205 |
| 208-FH | 1,205 |
| 208-FI | 1,205 |
| 208-FJ | 1,205 |
| 208-FM | 1,205 |
| 208-FN | 1,205 |
| 208-FO | 1,205 |
| 208-FP | 1,205 |
| 208-FQ | 1,205 |
| 208-FR | 1,205 |
| 208-FS | 1,205 |
| 208-FT | 1,205 |
| 208-FU | 1,205 |
| 208-FV | 1,205 |
| 208-FW | 1,205 |
| 208-FX | 1,205 |
| 208-FY | 1,205 |
| 208-FZ | 1,205 |
| 208-GA | 1,205 |
| 208-GB | 1,205 |
| 208-GC | 1,205 |
| 208-GD | 1,205 |
| 208-GE | 1,205 |
| 208-GF | 1,205 |
| 208-GG | 1,205 |
| 208-GH | 1,205 |
| 208-GI | 1,205 |
| 208-GJ | 1,205 |
| 208-GM | 1,205 |
| 208-GN | 1,205 |
| 208-GO | 1,205 |
| 208-GP | 1,205 |
| 208-GQ | 1,205 |
| 208-GR | 1,205 |
| 208-GS | 1,205 |
| 208-GT | 1,205 |
| 208-GU | 1,205 |
| 208-GV | 1,205 |
| 208-GW | 1,205 |
| 208-GX | 1,205 |
| 208-GY | 1,205 |
| 208-GZ | 1,205 |
| 208-HA | 1,205 |
| 208-HB | 1,205 |
| 208-HC | 1,205 |
| 208-HD | 1,205 |
| 208-HE | 1,205 |
| 208-HF | 1,205 |
| 208-HG | 1,205 |
| 208-HH | 1,205 |
| 208-HI | 1,205 |
| 208-HJ | 1,205 |
| 208-HM | 1,205 |
| 208-HN | 1,205 |
| 208-HO | 1,205 |
| 208-HP | 1,205 |
| 208-HQ | 1,205 |
| 208-HR | 1,205 |
| 208-HS | 1,205 |
| 208-HT | 1,205 |
| 208-HU | 1,205 |
| 208-HV | 1,205 |
| 208-HW | 1,205 |
| 208-HX | 1,205 |
| 208-HY | 1,205 |
| 208-HZ | 1,205 |
| 208-IA | 1,205 |
| 208-IB | 1,205 |
| 208-IC | 1,205 |
| 208-ID | 1,205 |
| 208-IE | 1,205 |
| 208-IF | 1,205 |
| 208-IG | 1,205 |
| 208-IH | 1,205 |
| 208-II | 1,205 |
| 208-IJ | 1,205 |
| 208-IM | 1,205 |
| 208-IN | 1,205 |
| 208-IO | 1,205 |
| 208-IP | 1,205 |
| 208-IQ | 1,205 |
| 208-IR | 1,205 |
| 208-IS | 1,205 |
| 208-IT | 1,205 |
| 208-IU | 1,205 |
| 208-IV | 1,205 |
| 208-IW | 1,205 |
| 208-IX | 1,205 |
| 208-IY | 1,205 |
| 208-IZ | 1,205 |
| 208-JA | 1,205 |
| 208-JB | 1,205 |
| 208-JC | 1,205 |
| 208-JD | 1,205 |
| 208-JE | 1,205 |
| 208-JF | 1,205 |
| 208-JG | 1,205 |
| 208-JH | 1,205 |
| 208-JI | 1,205 |
| 208-JJ | 1,205 |
| 208-JM | 1,205 |
| 208-JN | 1,205 |
| 208-JO | 1,205 |
| 208-JP | 1,205 |
| 208-JQ | 1,205 |
| 208-JR | 1,205 |
| 208-JS | 1,205 |
| 208-JT | 1,205 |
| 208-JU | 1,205 |
| 208-JV | 1,205 |
| 208-JW | 1,205 |
| 208-JX | 1,205 |
| 208-JY | 1,205 |
| 208-JZ | 1,205 |
| 208-KA | 1,205 |
| 208-KB | 1,205 |
| 208-KC | 1,205 |
| 208-KD | 1,205 |
| 208-KE | 1,205 |
| 208-KF | 1,205 |
| 208-KG | 1,205 |
| 208-KH | 1,205 |
| 208-KI | 1,205 |
| 208-KJ | 1,205 |
| 208-KM | 1,205 |
| 208-KN | 1,205 |
| 208-KO | 1,205 |
| 208-KP | 1,205 |
| 208-KQ | 1,205 |
| 208-KR | 1,205 |
| 208-KS | 1,205 |
| 208-KT | 1,205 |
| 208-KU | 1,205 |
| 208-KV | 1,205 |
| 208-KW | 1,205 |
| 208-KX | 1,205 |
| 208-KY | 1,205 |
| 208-KZ | 1,205 |
| 208-LA | 1,205 |
| 208-LB | 1,205 |
| 208-LC | 1,205 |
| 208-LD | 1,205 |
| 208-LE | 1,205 |
| 208-LF | 1,205 |
| 208-LG | 1,205 |
| 208-LH | 1,205 |
| 208-LI | 1,205 |
| 208-LJ | 1,205 |
| 208-LM | 1,205 |
| 208-LN | 1,205 |
| 208-LO | 1,205 |
| 208-LP | 1,205 |
| 208-LQ | 1,205 |
| 208-LR | 1,205 |
| 208-LS | 1,205 |
| 208-LT | 1,205 |
| 208-LU | 1,205 |
| 208-LV | 1,205 |
| 208-LW | 1,205 |
| 208-LX | 1,205 |
| 208-LY | 1,205 |
| 208-LZ | 1,205 |
| 208-MA | 1,205 |
| 208-MB | 1,205 |
| 208-MC | 1,205 |
| 208-MD | 1,205 |
| 208-ME | 1,205 |
| 208-MF | 1,205 |
| 208-MG | 1,205 |
| 208-MH | 1,205 |
| 208-MI | 1,205 |
| 208-MJ | 1,205 |
| 208-MM | 1,205 |
| 208-MN | 1,205 |
| 208-MO | 1,205 |
| 208-MP | 1,205 |
| 208-MQ | 1,205 |
| 208-MR | 1,205 |
| 208-MS | 1,205 |
| 208-MT | 1,205 |
| 208-MU | 1,205 |
| 208-MV | 1,205 |
| 208-MW | 1,205 |
| 208-MX | 1,205 |
| 208-MY | 1,205 |
| 208-MZ | 1,205 |
| 208-NA | 1,205 |
| 208-NB | 1,205 |
| 208-NC | 1,205 |
| 208-ND | 1,205 |
| 208-NE | 1,205 |
| 208-NF | 1,205 |
| 208-NG | 1,205 |
| 208-NH | 1,205 |
| 208-NI | 1,205 |
| 208-NJ | 1,205 |
| 208-NM | 1,205 |
| 208-NN | 1,205 |
| 208-NO | 1,205 |
| 208-NP | 1,205 |
| 208-NQ | 1,205 |
| 208-NR | 1,205 |
| 208-NS | 1,205 |
| 208-NT | 1,205 |
| 208-NU | 1,205 |
| 208-NV | 1,205 |
| 208-NW | 1,205 |
| 208-NX | 1,205 |
| 208-NY | 1,205 |
| 208-NZ | 1,205 |
| 208-OA | 1,205 |
| 208-OB | 1,205 |
| 208-OC | 1,205 |
| 208-OD | 1,205 |
| 208-OE | 1,205 |
| 208-OF | 1,205 |
| 208-OG | 1,205 |
| 208-OH | 1,205 |
| 208-OI | 1,205 |
| 208-OJ | 1,205 |
| 208-OM | 1,205 |
| 208-ON | 1,205 |
| 208-OO | 1,205 |
| 208-OP | 1,205 |
| 208-OQ | 1,205 |
| 208-OR | 1,205 |
| 208-OS | 1,205 |
| 208-OT | 1,205 |
| 208-OU | 1,205 |
| 208-OV | 1,205 |
| 208-OW | 1,205 |
| 208-OX | 1,205 |
| 208-OY | 1,205 |
| 208-OZ | 1,205 |
| 208-PA | 1,205 |
| 208-PB | 1,205 |
| 208-PC | 1,205 |
| 208-PD | 1,205 |
| 208-PE | 1,205 |
| 208-PF | 1,205 |
| 208-PG | 1,205 |
| 208-PH | 1,205 |
| 208-PI | 1,205 |
| 208-PJ | 1,205 |
| 208-PM | 1,205 |
| 208-PN | 1,205 |
| 208-PO | 1,205 |
| 208-PP | 1,205 |
| 208-PQ | 1,205 |
| 208-PR | 1,205 |
| 208-PS | 1,205 |
| 208-PT | 1,205 |
| 208-PU | 1,205 |
| 2 | |