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By

CONSULTING AGREEMENT

This CONSULTING AGREEMENT (the "Agreement"), dated as of 10/21/09, 2009, is by and between the Stony Brook Foundation ("SBF"), a corporation formed under the laws of New York State, for and on behalf of the State University of New York at Stony Brook ("Stony Brook University" or "SBU"), and Abraham M. Lackman, President of Praxis Insights, LLC ("Consultant").

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WHEREAS, as the result of a private endowment, SBF desires to retain the services of Consultant and Consultant desires to provide services to Stony Brook University;

NOW, THEREFORE, in consideration of the respective representations, warranties, covenants and agreements set forth herein, and other good and valuable consideration the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto agree as follows:

AGREEMENT

Section 1. Retention. Subject to the terms and conditions contained herein, SBF shall retain the Services (as defined in Section 2 herein) of the Consultant and the Consultant shall provide the Services as consultant to SBU. Consultant shall devote at least 20 hours per week on average providing the Services. Consultant shall start providing the Services on November 2, 2009 and shall continue providing such services until the termination of this Agreement.

Section 2. Services. During the term of this Agreement, Consultant shall, in accordance with guidelines and directions from time to time provided, diligently and to the best of his abilities, expertise and knowledge, advise Stony Brook University on legislative and related matters within Consultant's expertise and, as needed, advocate before New York State legislative and executive bodies to further the interests of SBU (the "Services"). The Purposes for the Services shall include, without limitation:

- (i) Advise Stony Brook University on the availability, accessibility and interpretation of existing New York State laws, regulations and programs which can further its various interests;
- (ii) Arrange for Stony Brook University, as necessary and appropriate, and other State University centers and colleges to be permitted to set its own tuition without suffering a corresponding decrease in financial aid from the State of New York; and
- (iii) Arrange for the formation of an alliance among Stony Brook University, Cold Spring Harbor Laboratory and the Brookhaven National Laboratory, to be funded by the State of New York at a level consistent with that indicated in the "Memorandum of Understanding" entered into by these three institutions.

11/2/09-11/2/12

Section 3. Compensation. SBF shall pay to Consultant (i) a fee in the amount of Two Hundred and Twenty-Five United States dollars (U.S. \$225.00) per hour of Services provided (the "Fee") and (ii) an initial bonus in the amount to be agreed upon by both parties prior to the commencement of the services covered by the agreement (the "Sign-on Bonus"). The Sign-on Bonus shall be paid ten (10) days after execution of this agreement.

(i) The first payment of the Fee shall be made on November 2, 2009 in the amount of Thirty-Nine Thousand United States dollars (US \$39,000.00). Thereafter, the Fee shall be paid on a quarterly basis on the first business day of January, April, July and October (each, a "Quarterly Payment"). Each Quarterly Payment shall be made in an amount equal to Fifty-Eight Thousand Five Hundred United States dollars (US \$58,500.00).

(ii) Consultant shall be entitled to occupy the office space designated and provided by SBF for use when providing (or in connection with the performance of) the Services.

Section 4. Expenses. Consultant shall bear the cost of normal expenses incurred in connection with the performance of his duties hereunder. SBF shall reimburse Consultant for all extraordinary expenses (such as business trips outside of New York State, including without limitation, lodging, food and transportation) incurred in connection with the performance of his duties hereunder; provided that SBF has agreed upon and authorized in advance such extraordinary expenses and such expenses are in accordance with any guidelines or policies prescribed for reimbursable expenditures.

Section 5. Formation of New Entity. Consultant has formed a limited liability company, wholly owned by Consultant and governed by the laws of the State of New York, and shall assign this Agreement to such entity. SBF hereby acknowledges and agrees to the assignment of this Agreement to Praxis Insights LLC.

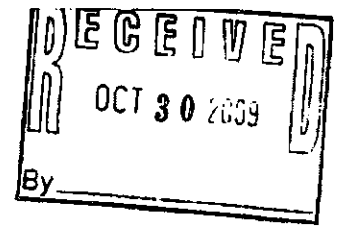
Section 6. Representations and Warranties.

(i) SBF hereby represents and warrants as follows:

(a) SBF has the full right, power and authority to execute and deliver this Agreement, to perform its obligations hereunder, and to consummate the transactions contemplated herein.

(b) This Agreement has been duly executed and delivered by SBF and is a valid and binding obligation of SBF enforceable against SBF in accordance with its terms.

(c) The execution, delivery and performance of this Agreement and the transactions contemplated herein by SBF will not constitute a breach or violation of any contract, agreement or any other instrument, or any law, rule, regulation, judgment, order or other decree by which SBF is bound.



(ii) The Consultant hereby represents and warrants as follows:

(a) This Agreement has been duly executed and delivered by the Consultant and is a valid and binding obligation of the Consultant enforceable against the Consultant in accordance with its terms.

(b) The execution, delivery and performance of this Agreement and the transactions contemplated herein by the Consultant will not constitute a breach or violation of any contract, agreement or any other instrument, or any law, rule, regulation, judgment, order or other decree by which the Consultant is bound.

Section 7. Compliance with Laws. In the performance of his obligations hereunder, Consultant shall comply with all applicable laws.

Section 8. Independent Contractor. Consultant agrees and acknowledges that he is acting as an independent contractor hereunder, and he shall not hold himself out to be, nor shall SBF or the University hold him out to be, an officer, member, partner or employee of SBF or University for any purposes, including, but not limited to, payroll and tax purposes.

Section 9. Indemnification.

(i) **By Consultant:** Consultant agrees to indemnify and hold harmless SBF, SBU, SUNY and their directors, officers, employees and agents from and against, and to reimburse SBF on demand with respect to, any and all losses, liabilities, obligations, suits, proceedings, demands, judgments, damages, claims, expenses and costs (including, without limitation, reasonable fees, expenses and disbursements of counsel) (collectively, "Losses") which each may suffer, incur or pay by reason of (a) the breach by Consultant of any representation, warranty or covenant made by him in this Agreement or in any agreement, certificate or other document executed by Consultant pursuant to the provisions of the Agreement; (b) the failure of Consultant to perform his duties under this Agreement; or (c) the allegation by any third party of the existence of any liability, obligation, lease, agreement, contract, other commitment or state of facts which, if such allegation were true, would constitute a breach by Consultant of any representation, warranty or covenant made by Consultant in this Agreement.

(ii) **By SBF:** SBF agrees to indemnify and hold harmless the Consultant, his employees and agents from and against, and to reimburse the Consultant on demand with respect to, any and all losses, liabilities, obligations, suits, proceedings, demands, judgments, damages, claims, expenses and costs (including, without limitation, reasonable fees, expenses and disbursements of counsel) (collectively, "Losses") which each may suffer, incur or pay by reason of (a) the breach by SBF of any representation, warranty or covenant made by it in this Agreement or (b) the failure of SBF to perform its duties under this Agreement.

Section 10. Term. This Agreement shall become effective as of the day hereof and shall continue in full force and effect for a period of three (3) years (the "Term") or until terminated by either party in accordance with the terms of this Agreement.

Section 11. Termination. This Agreement may be terminated at any time before the expiration of the Term:

- (i) By the mutual written agreement of the parties;
- (ii) By SBF if Consultant fails to perform in any respect his obligations hereunder and such failure is not cured within 30 days after having received notice thereof from SBF; or
- (iii) By either party, effective upon a 90 day written notice of termination, for any reason.

Section 12. Entire Agreement. This Agreement contains the entire agreement between the parties in connection with the subject matter hereof and supersedes all prior written or oral agreements related thereto.

Section 13. Amendment and Waiver. Neither party to this Agreement may modify, amend, or waive the terms of this Agreement other than by a written instrument signed by both parties. Either party's waiver of the other party's compliance with any provision of this Agreement is not a waiver of any other provision of this Agreement or of any subsequent breach by such party of a provision of this Agreement.

Section 14. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto, as well as their respective successors and permitted assigns, but shall not be assignable (except as provided in Section 5 herein), by operation of law or otherwise, by either party hereto without the prior written consent of the other party and any purported assignment or other transfer without such consent shall be void and unenforceable.

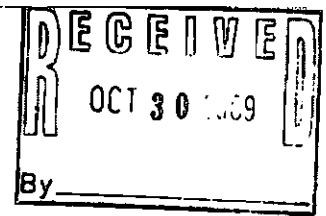
Section 15. Notices. All notices or other communications required or permitted to be given hereunder shall be in writing and shall be delivered by hand or sent by telex, cable or telecopy, or sent, postage prepaid, by registered, certified or express mail, or reputable overnight courier service, and shall be deemed given when so delivered by hand, telexed, cabled or telecopied, or if mailed or sent by courier, when received as follows:

If to Consultant:

52 Surrey Mall
Slingerlands, New York 12159
Attention: Abraham M. Lackman
Telephone: (518)439-9053
Email: abe@praxisinsights.com

If to SBF:

230 Administration Building
Stony Brook University
Stony Brook, New York 11794-1188



Attention: Chief Financial Officer
Telephone: 631-632-4353

Section 16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

Section 17. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same Agreement. Any signature delivered by a party by facsimile transmission or PDF shall be deemed to be an original signature hereto.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands as of the date first written above.

STONY BROOK FOUNDATION

By: Karol Kain Gray
Name: Karol Kain Gray
Title: Chief Financial Officer

PRAXIS INSIGHTS LLC

By: Abraham M. Lackman
Name: Abraham M. Lackman
Title: President