

MEMORANDUM OF UNDERSTANDING

July 13, 2010

This MEMORANDUM OF UNDERSTANDING (the “MOU”) is entered into as of July 13, 2010 between the Joan & Alan Berkinow Jewish Community Center of Staten Island (the “JCC”), a not-for-profit corporation organized under the laws of the State of New York, and SeniorNet of Staten Island, Inc., a not-for-profit corporation organized under the laws of the State of New York (“SNSI”) (each a “Party” and together the “Parties”).

WHEREAS, the JCC entered into an agreement in 1993 with SeniorNet, a non-profit public benefit corporation organized under the laws of the State of California, to sponsor SNSI as a SeniorNet Learning Center (the “Agreement”, [attached as Exhibit 1 hereto]); and

WHEREAS, pursuant to the Agreement, the JCC has agreed to provide classroom space, equipment and general support for SNSI;

NOW, THEREFORE, in furtherance of SNSI’s operations, the Parties understand and agree as follows:

1. Administrative and Operational Support for SNSI

- 1.1. The JCC shall appoint (i) an executive-level supervisor and/or a department-level supervisor to serve as the JCC’s general liaison(s) to SNSI, and (ii) a department-level supervisor to serve as the JCC’s liaison to SNSI for IT support.
- 1.2. The JCC’s general liaison(s) to SNSI shall meet with SNSI on a monthly basis and shall ensure that other JCC personnel are in attendance at such meetings as needed.
- 1.3. The JCC shall provide SNSI with access to the JCC’s assistant administrators, managers, employees, and departments (including the IT department) to support SNSI’s operations.

1.4 It is the intention of the JCC generally to refer seniors who are seeking education with regard to computers to the SeniorNet Program. There may be specific occasions or programs where the JCC would want to make an exception to such general policy, in which case, the JCC shall notify SNSI of the situation to obtain SNSI’s consent which consent shall not be unreasonably withheld or delayed.

2. Space and Scheduling

- 2.1. The JCC shall provide SNSI with access to the Robert Cohen and James Cohen Computer Room (the “Classroom”) for purposes of offering courses in computer subjects to senior citizens (each such SNSI course, a “Class”). The JCC shall provide such space at no cost to SNSI.

- 2.1.1. The JCC shall provide SNSI with exclusive access to the Classroom for a minimum of either (i) three (3) days per week from 8 am to 7 pm, or (ii) 33 hours per week (between the hours of 8 am and 7 pm, Monday through Friday), on dates (and, with regard to (ii), at times) to be agreed between the Parties pursuant to Clause 2.1.3 below.
 - 2.1.2. The JCC also may agree to grant SNSI exclusive access to the Classroom on additional dates or at additional times pursuant to Clause 2.1.3.
 - 2.1.3. The JCC and SNSI shall meet on a quarterly basis to plan the Classroom schedule. The Parties agree to negotiate in good faith to develop a schedule that addresses the needs of both Parties (subject to the minimum criteria set forth in Clause 2.1.1 above) and that minimizes conflicting use of the Classroom.
 - 2.1.4. The JCC shall notify SNSI of any proposed changes to the Classroom schedule before any such changes are implemented. The Parties agree to negotiate in good faith to develop a revised schedule that addresses the needs of, and that minimizes inconvenience and disruption to, both Parties.
- 2.2. At the request of SNSI, the JCC shall provide SNSI with additional space for meetings, conferences, seminars, and workshops, at no additional cost to SNSI (subject to the provisions of the following sentence). The JCC may charge SNSI for any additional personnel costs associated with the use of such space (such as personnel costs for security, maintenance, or use of the cloakroom), provided that the JCC gives SNSI written notice of such additional costs by the later of (i) [seven (7)] days prior to the meeting, conference, seminar, or workshop in respect of which such costs are incurred or (ii) [three (3)] days after receiving SNSI's request, provided that if SNSI's request is received less than [three (3)] days prior to the meeting, conference, seminar, or workshop in respect of which such costs are incurred, the JCC must give SNSI written or oral notice of any estimated additional costs prior to the meeting, conference, seminar, or workshop.
3. Instruction; Registration; Marketing
- 3.1. Provided that the Agreement is still in effect and the Parties have reached agreement on a Classroom schedule pursuant to Clause 2.1.3, SNSI shall offer Classes at the JCC.
 - 3.2. SNSI shall manage the registration process for Classes.
 - 3.3. The JCC shall permit SNSI to place registration forms for Classes in certain designated areas.
 - 3.4. The JCC shall permit SNSI to post a SeniorNet or SNSI sign or banner in the Classroom and on the door to the Classroom.

3.5. The JCC shall provide to SNSI, at no cost to SNSI, reasonable space in the JCC program guide and bulletin.

3.6. Any additional marketing undertaken by SNSI with respect to Classes shall be paid for by SNSI.

4. Equipment and Supplies

4.1. The JCC shall equip the Classroom with computers and printers, operating system software, furniture, and the capacity to communicate with the internet. The JCC shall impose no restrictions on internet access other than certain reasonable content-based restrictions (e.g., with regard to pornographic material).

4.2. The JCC shall bear the cost of maintaining the computers, printers, and other equipment in the Classroom, of replacing such equipment as needed, and of updating the operating system software on a periodic basis as needed.

4.3. The JCC shall provide to SNSI, at no cost to SNSI, office supplies (including but not limited to paper and printer ink) and access to a copy machine.

4.4. SNSI shall bear the cost of postage for any mailings relating to the Classes, SNSI, or SeniorNet.

4.5. SNSI may, but is not required to, purchase additional hardware or software for use in the Classroom. Any such hardware or software shall remain the property of SNSI, and ownership thereof shall not be transferred to the JCC absent an express agreement to the contrary.

4.6. The JCC shall not undertake any significant changes to the computer system in the Classroom (including but not limited to purchasing new computers and related equipment or changing the operating system) without consulting with, and receiving written consent from, SNSI (such consent not to be unreasonably withheld).

5. Miscellaneous

5.1. SNSI shall obtain all insurance required by the JCC's insurance company and shall provide the JCC with a copy of SNSI's certificate of insurance. The JCC shall obtain all insurance required by the Agreement and shall provide SNSI with a copy of the JCC's certificate of insurance.

5.2. SNSI and its volunteers shall comply with the JCC's operational policies and procedures, including operating hours and security procedures. The JCC shall provide SNSI with a written copy of all such policies and procedures.

- 5.3. This MOU shall be governed by and construed in accordance with the laws of the State of New York, United States of America.
- 5.4. This MOU shall terminate on the earlier of (i) termination of the Agreement, or (ii) termination at any time without cause by either Party by giving a minimum of 180 days' prior written notice to the other Party.
- 5.5. This MOU constitutes the entire agreement between the Parties pertaining to the subject matter of this MOU and supersedes all prior and contemporaneous agreements, representations and undertakings between the Parties. No supplement, modification or amendment of this MOU shall be binding unless executed in writing by all Parties.
- 5.6. No waiver of any provision in this MOU (or of any breach of this MOU or of any term hereof) shall be deemed or shall constitute a waiver of any other provision or breach, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.
- 5.7. Any provision of this MOU that is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction.
- 5.8. This MOU is intended by the Parties to be, and shall be deemed to be, a legally binding agreement enforceable in a court of law by either Party.
- 5.9. The relationship between SNSI and the JCC established by this MOU shall not be construed to constitute that either Party is the agent, partner or legal representative of the other Party, nor shall this MOU be deemed to establish a joint venture or partnership.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties have executed this MOU on the date first set forth above.

Joan & Alan Berkinow Jewish Community Center of Staten Island

By: _____

Name:

Title:

SeniorNet of Staten Island, Inc.

By: _____

Name:

Title: