



UNIVERSITY AT ALBANY  
State University of New York

Procurement Services  
Management Services Center 302  
1400 Washington Avenue  
Albany, NY 12222  
(518) 437-4579

July 26, 2019

NYS Taxation & Finance  
NYS Harriman Campus, Bldg 9  
Albany, NY 12227

Dear Mr. Mostert,

Please find enclosed one (1) original fully executed MOU between the University at Albany SUNY and NYS Taxation & Finance for your records.

If you have any questions, please contact me at (518) 437-4592.

Sincerely,

Bonnie Diamond  
Purchasing Associate  
University at Albany

# MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT made by and between the STATE UNIVERSITY OF NEW YORK, an educational corporation organized and existing under the laws of the State of New York and having its principal place of business located at the State University Plaza, Albany, New York 12246, hereinafter referred to as "State University" for and on behalf of the UNIVERSITY AT ALBANY, STATE UNIVERSITY OF NEW YORK having its principal place of business located at 1400 Washington Avenue, Albany, New York 12222, hereinafter referred to as "The University" and NEW YORK STATE DEPARTMENT OF TAXATION AND FINANCE, having as its principal place of business located at, New York State Harriman Campus Building 9, Albany, New York 12227, hereinafter referred to as "Tax".

WITNESSETH:

WHEREAS, Tax requires student interns from The University's College of Arts and Sciences to work with Tax staff on various assignments including the preparation and analysis of data in support of managerial decision-making; and

WHEREAS, The University is capable of providing such services; and

WHEREAS, The University desires to enter into an agreement with Tax,

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

1. The term of this agreement shall commence on August 22, 2019 and shall continue through August 19, 2020. The term of this agreement may be extended upon mutual agreement.
2. For the purposes of this agreement, "year" will be the period commencing on August 22, 2019 and ending on August 19, 2020.
3. College of Arts and Sciences students, under the supervision of The University, and whose qualifications are acceptable to Tax, shall be assigned as interns by The University to work with Tax staff under the supervision of the Tax Deputy Commissioner for Tax Policy and/or Assistant Commissioner for Data Analytics .
4. Interns' duties shall be to work with Tax staff on various assignments, including preparation and analysis of data in support of managerial decision-making.
5. Interns shall perform said duties at Tax's offices.
6. Two (2) advanced College of Arts and Sciences students shall be assigned for the period 8/22/19 – 8/19/20. During the academic year, students will be appointed as

graduate assistants. During the summer, students will be appointed as hourly student assistants.

7. The College of Arts and Science student interns shall be responsible to provide services for up to twenty (20) hours per week during the normal workday during the academic year and may work a maximum of 25 hours/week during the summer.
8. The intern's work schedule shall be determined by Tax. However, accommodations shall be made by Tax in consideration of each intern's academic schedule.
9. Stipends levels must be consistent with University Policy. For 2019-20, students will be appointed as graduate assistants at an academic year stipend of \$16,346 each and Tax shall pay the University for these stipends plus 7.5% overhead.
10. Students will be appointed as hourly student assistants during the summer at a rate of \$19.39/hour plus 7.5% overhead.
11. For the services of the interns, Tax shall make payment by journal transfer to The University within thirty (30) days of receiving a voucher from The University.
12. Should an intern be unable to complete their assignment, the University will identify another qualified student as a replacement. Replacement assignments will take place at the end of the fall and spring semesters as needed. In the event The University is unable to supply a satisfactory replacement, The University shall refund Tax for each day of undelivered services.
13. The University shall require the assigned interns and any other University personnel that may have access to Tax data to sign form **DTF-202 Agreement to Adhere the Secrecy Provisions of the Tax Law and the Internal Revenue Code** (attachment 1). The forms will be retained by The University and copies provided to Tax. All DTF-202 signers shall also complete Tax's Annual Access and Disclosure Training accessible on Tax's website at [https://www.tax.ny.gov/pdf/procurement/2019\\_Non-DTF\\_Annual\\_Access\\_and\\_Disclosure.pdf](https://www.tax.ny.gov/pdf/procurement/2019_Non-DTF_Annual_Access_and_Disclosure.pdf)
14. Tax shall retain ownership of all data, work products, and analyses developed pursuant to this MOU.
15. Either party, upon thirty (30) days written notice, may terminate this agreement. Any payments made by Tax to The University in excess of expenditures will be refunded by The University to Tax.
16. This agreement may be amended upon mutual written consent of the parties.
17. Any notice to either party hereunder must be in writing, signed by the party giving it, and shall be served either personally or by registered mail addressed as follows:



To Tax and Finance

Eric Mostert  
Chief Financial Officer  
NYS DTF  
State Campus  
Albany, NY 12227

To The University:

David F. Mason  
University Controller  
University at Albany  
State University of New York  
Albany NY, 12222

Or to such address as may be hereafter designated by notice. All notices become effective only when received by the addressee.

18. This agreement constitutes the entire agreement of the parties hereto and all previous communications between the parties, whether written or oral, with reference to the subject matter of this contract, are hereby superseded.
19. A waiver of enforcement of any provision of this agreement by The University shall not constitute a waiver by The University of any other provision of this agreement, nor shall it preclude The University from subsequently enforcing such provision thereafter.

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

BY: 

Jeanette Altarriba  
Interim Dean, College of Arts and Sciences  
University at Albany  
State University of New York  
Albany, NY 12222

DATE: 8 July 2019

BY: 

Eric Mostert  
Chief Financial Officer  
NYS DTF  
State Campus  
Albany, NY 12227

DATE: 7.12.2019

BY: 

David F. Mason  
University Controller  
University at Albany  
State University of New York  
Albany NY, 12222

DATE: 7/25/19

