



79 Evans Lane  
Lake Placid, NY 12946

Tim Stachnick  
Lake Hadlock Association  
PO Box 438  
Fort Ann, NY 12827

VIA EMAIL

9 July 2018

Dear Tim:

Thank you for considering Integrated Aquatic Sciences, LLC for assistance with the fish community survey at Lake Hadlock. We are excited to continue working with you to help better understand the fish community in Lake Hadlock. As discussed, I have partnered with SUNY-Cobleskill to provide boat electrofishing of the lake because the initial trap net survey was not as informative as we had hoped.

### **Proposed Plan**

Sampling is proposed for late summer or early fall when surface water temperatures are approximately 15-20°C (59-68°F). Mark Cornwell from the Department of Fisheries and Wildlife at SUNY-Cobleskill will conduct the boat electrofishing survey (with two fisheries technicians) and Integrated Aquatic Sciences will assist with fish processing, conduct the data analysis, and prepare a report of the findings. All fish collected will be measured for total length and weighed to the nearest gram. A report summarizing the results of the survey, including an estimate of the catch per unit effort (CPUE; number of fish per hour), and recommendations for future fish management will be completed and submitted to you within one month of field collection.

The total cost for SUNY-Cobleskill is \$3,847; details of their work and example agreement are attached. The total cost for Integrated Aquatic Sciences is \$1460 as detailed in the table below.

Task	Hours (\$85/hour)	Direct Cost	Cost
Assist with fish sampling and processing in field	8	\$100 (mileage)	\$780
Data Analysis	4		\$340
Report Preparation	4		\$340
<b>Total</b>	<b>16</b>		<b>\$1,460</b>

I look forward to discussing this proposal with you and working with you and the Lake Hadlock Association to more fully understand the fishery. Please feel free to contact me at (315) 730-5342 if you have any questions or want to discuss this with me.

Very Truly Yours,

A handwritten signature in black ink, appearing to read 'MH Murphy'.

Margaret H. Murphy, Ph.D.  
Principal  
Integrated Aquatic Sciences, LLC

# Attachments

June 19th, 2018

**EVALUATIVE TESTING AGREEMENT BETWEEN  
THE RESEARCH FOUNDATION FOR THE STATE UNIVERSITY OF NEW YORK**

**AND**

**Lake Hadlock Association, INC.**

**R.F. Account # \_\_\_\_\_**

Made by and between THE RESEARCH FOUNDATION FOR THE STATE UNIVERSITY OF NEW YORK, a nonprofit, educational corporation existing under the laws of the State of New York, with its principal offices located at State University Plaza, Albany, New York (mailing address: Post Office Box 9, Albany, New York 12201-0009), hereinafter referred to as the "FOUNDATION," acting on behalf of the State University of New York at Cobleskill, hereinafter referred to as "UNIVERSITY," and Lake Hadlock Association, INC., (mailing address: PO Box 438, Fort Ann, NY 12827), hereinafter referred to as "LHA."

**WITNESSETH:**

**WHEREAS**, the project contemplated by this Evaluative Testing Agreement is of mutual interest and benefit to UNIVERSITY and LHA, will further the instructional and research objectives of the UNIVERSITY in a manner consistent with its status as a nonprofit, tax-exempt, educational institution, and may provide benefits for both LHA and UNIVERSITY through inventions, improvements, and/or discoveries, and

**WHEREAS**, LHA desires to retain the FOUNDATION to perform the services as hereinbelow set forth in Exhibit "A".

**WHEREAS**, the FOUNDATION has available the personnel and facilities needed to provide such services to conduct this research.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants hereinafter contained, the parties agree as follows:

1. **Scope of Work**

The FOUNDATION agrees to conduct and carry out in a professional and competent manner all the work and services set forth in Exhibit A, which is attached to and made a part of this Evaluative Testing Agreement.

2. **Compensation**

(a) LHA shall pay the FOUNDATION \$3,847 for the work performed in accordance with the terms of this Agreement. This amount shall be paid to FOUNDATION upon submission of invoices at the completion of the project.

(b) An interest penalty of 1.5% per month will be added to the total invoice amount of payment if not received within forty-five (45) days of the invoice date.

### 3. **Proprietary Information**

It is understood that in the course of carrying out the purposes of this Agreement, LHA may wish to provide the FOUNDATION with information proprietary to LHA. The FOUNDATION agrees that for three years following receipt of proprietary information from LHA, it will not disclose such information which is clearly marked as proprietary to other than its employees, and shall use its best efforts to prevent unauthorized disclosure of such proprietary information.

### 4. **Use of Name**

LHA agrees not to use the name of The Research Foundation of State University of New York or the State University of New York (SUNY) or the State of New York or the name of any member of the respective institution in sales promotion or advertising or in any other form of publicity without the express written permission of the respective organization and, if appropriate, the individual whose name is to be used.

### 5. **Publication**

The FOUNDATION will be free to publish papers consistent with protection of proprietary information of LHA and/or patentable rights which arise from work conducted under this Agreement after giving LHA thirty (30) days to review a copy of the material intended for publication.

### 6. **Patents**

Both parties agree that FOUNDATION asserts no claim to rights in LHA-owned technology and materials, or LHA-developed uses of said technology or materials. However, should FOUNDATION develop a new use of the technology or materials not covered by LHA in claims included in an existing or pending patent application, FOUNDATION shall hold title to such new use, but hereby grants to LHA an option to negotiate an exclusive license to commercialize such new use, said option to be exercised by LHA within ninety (90) days of FOUNDATION's reporting the discovery of the new use to the LHA. FOUNDATION agrees to promptly report to LHA the discovery of any new use of the technology or material.

### 7. **Rights in Data**

LHA hereby agrees that FOUNDATION will have the right to utilize all data produced during the course of this Evaluative Testing Agreement to secure the patent and publication rights set forth in paragraphs 5 and 6.

### 8. **Return of Compounds\Devices**

Upon completion of this contract, all unused materials that are furnished by LHA shall be returned to LHA.

### 9. **Notices**

All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered personally, given by prepaid telegram or prepaid mailed postage to the address set forth above.

#### 10. **Waivers**

No waiver of any term, provision, or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such term, provision, or condition of any other term, provision, or condition of this Agreement.

#### 11. **Integration Clause**

This Agreement represents and embodies all the agreements and negotiations between the parties hereto and no oral agreements or correspondence prior to the date of execution of this Agreement shall be held to vary the provisions hereof.

#### 12. **Modifications and Changes**

This Agreement may be changed, amended, modified, extended, or terminated by mutual consent provided that such consent shall be in writing and executed by the parties hereto prior to the time such change shall take effect.

#### 13. **Indemnification**

LHA agrees to indemnify and hold harmless the FOUNDATION, the State University of New York, and the State of New York against any and all claims, damage, and expenses of whatsoever nature arising from, growing out of, or related to the negligence or intentional wrongdoing of LHA.

#### 14. **Liability & Insurance**

Each party will be solely responsible for its own acts or omissions in the performance of its duties under this MOA, including all liabilities, costs, damages, and expenses resulting from or attributable to such negligent acts or omissions, and will have insurance coverage in amounts appropriate to the coverage of the same.

#### 15. **Term**

The term of this Agreement shall be from June 15th, 2018 - June 14th, 2019 unless terminated sooner or extended by mutual agreement of the parties hereto expressed in writing in the manner provided in this Agreement.

#### 16. **Termination**

The Foundation may terminate the agreement by giving thirty (30) days written notice when, in its sole discretion, the Foundation determines that just cause for termination exists, or that termination is in the best interest of the Foundation.

#### 17. **Governing Law**

Regardless of the place of physical execution, this Agreement shall be construed according to the Laws of the State of New York.

#### 18. **Order of Precedence**

In the event of any inconsistency between clauses 1-18 of this Agreement, and the attached Exhibit "A", the inconsistency should be resolved by giving precedence to clauses 1-18.

**IN WITNESS WHEREOF**, this Agreement has been duly executed by the parties hereto as of the date hereinabove first written.

**THE RESEARCH FOUNDATION FOR  
THE STATE UNIVERSITY OF NEW YORK**

**LAKE HADLOCK ASSOCIATION, INC.**

By \_\_\_\_\_

By \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**Exhibit "A":  
Project Scope of Work and Budget**

**Project Background**

This project is a joint agreement between The Research Foundation for SUNY (Foundation) on behalf of the State University of New York College of Agriculture and Technology at Cobleskill (SUNY Cobleskill) and Lake Hadlock Association, INC. to better understand the fishery of Hadlock Lake, NY. The award period for this contract will be from July, 1<sup>st</sup>, 2018 to June 30<sup>th</sup>, 2019. This project will work in concert with a fisheries and lake management study conducted by Dr. Margaret Murphy (Integrated Aquatic Sciences, Inc). Data will be provided to Dr. Murphy.

**Scope of Work**

Foundation will:

- Provide legal and fiscal oversight of the project
- Electrofish Hadlock Lake, NY.
- Provide raw electrofishing data to LHA (Margaret Murphy)
- Provide crew necessary to effectively perform survey
- Work with LHA to timely schedule survey (this survey will NOT be conducted in bad weather)

LHA will:

- Work with Mark Cornwell (SUNY Cobleskill) to schedule survey
- Pay invoiced amount of \$3,847 to The Research Foundation for SUNY, described below.

**Project Budget**

Category	Item	Cost
Personnel	Supervisor: (M. Cornwell) 1 day @ \$500/day	\$ 500
	Fisheries technicians: 2 @ \$100/day for 1 day	\$ 400
Personnel Sub-total		\$ 900
	40% Fringe Benefits on Salaries	\$ 360
	Salary sub-total	\$ 2 1 6 0
Electrofishing Boat	Night electrofish DeRuyter : 1 day @ \$1,000/day	\$ 1,000
Travel	\$ 100/day for 1 day	\$ 100
Sub total		\$ 3,260
Overhead	SUNY RF-Overhead (18%)	\$ 5 8 7
Total Cost		\$ 3, 847

**Contacts**

Mark Cornwell, SUNY Cobleskill, Dept. of Fisheries & Wildlife, (518) 255-5588, [cornwemd@cobleskill.edu](mailto:cornwemd@cobleskill.edu)  
Margaret Murphy, Integrated Aquatic Sciences, (315) 730-5342.

Lake Hadlock contact and signatory agent needed here.