

**American Museum of Natural History
Planetarium Authority**

POLICIES

*Adopted by the Board of Directors
on January 20, 2010*

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**American Museum of Natural History
Planetarium Authority**

The Planetarium Authority was created in 1933 as a public benefit corporation by charter adopted by the New York State legislature for the purpose of establishing and maintaining in New York City a planetarium upon a site adjacent to The American Museum of Natural History; of encouraging and developing the study of astronomical science; of advancing the general knowledge of kindred subjects, and to that end, of furnishing popular instruction. The planetarium was completed in 1935 and rebuilt in 2000.

The Planetarium Authority is classified as a “local public authority” and is subject to the Public Authorities Law.

The educational programs and facilities of the planetarium are described on a Planetarium Authority website. In addition, to the extent practicable, the Planetarium Authority also places on its website documentation pertaining to its mission, current activities, most recent annual financial reports, current year budget and its most recent independent audit report.

This document contains the policies of the Planetarium Authority and applies to the members of the Board, its committees, its officers and employees, whether compensated or serving pro bono.

1. COMPOSITION AND INDEPENDENCE OF THE BOARD

Pursuant to the Planetarium Authority’s charter, the Board is comprised of 3 to 5 members appointed by the Board of Trustees of the American Museum of Natural History to serve for terms of 1 to 3 years each.

Each Board member is required by the Planetarium Authority’s charter and the Public Authorities law to be independent of the Planetarium Authority and the American Museum of Natural History. The Public Authorities Law defines an independent member to be one who:

“(a) is not, and in the past two years has not been, employed by the [Planetarium] Authority or an affiliate in an executive capacity;

(b) is not, and in the past two years has not been, employed by an entity that received remuneration valued at more than fifteen thousand dollars for goods and services provided to the [Planetarium] Authority or received any other form of financial assistance valued at more than fifteen thousand dollars from the Authority;

(c) is not a relative of an executive officer or employee in an executive position of the [Planetarium]Authority or an affiliate; and

(d) is not, and in the past two years has not been, a lobbyist registered under a state or local law and paid by a client to influence the management decisions, contract awards, rate determinations or any other similar actions of the [Planetarium]Authority or an affiliate.”

2. OPEN MEETINGS

Board and committee meetings are open to the public and public notice is provided on the Planetarium Authority’s website and posted on or about the premises of the Planetarium Authority. The Board shall have at least one meeting each year. Each Board member is expected to prepare for all meetings by reviewing the materials they are provided in advance of each meeting and to attend all meetings. Committee meetings are held as needed. Minutes shall be kept of all meetings, including the reason for convening any executive session.

The Board and any committee may convene in executive session for appropriate purposes, such as discussions regarding proposed or pending litigation, or for the proposed acquisition sale or lease of real property when publicity would substantially affect the value of the property.

3. QUORUMS and MAJORITIES

A majority of the whole number of the members of the Board, at a meeting duly held at a time fixed by law, or by any by-law duly adopted by the Board, or at any duly adjourned meeting of such meeting or at any meeting duly held upon reasonable notice to all of the members of the Board, shall constitute a quorum and not less than a majority of the whole number of such board may perform and exercise the powers authorized and provided in this chapter. For the purpose of this section the words "whole number" shall be construed to mean the total number which the Board would have were there no vacancies and were none of the members of the Board disqualified from acting.

4. RESPONSIBILITIES OF BOARD OF DIRECTORS

The role and responsibilities of the Board and Board members are set out in the Public Authorities Law. In addition, because of the size of the Board, the Board shall also comprise the Governance Committee and the Audit Committee.

5. OFFICERS

The officers are the Chairman, Secretary, and Treasurer of the Board and the Executive Director whose duties shall include those of a CEO and CFO. All officers are elected annually by the Board and are not term limited.

6. EXECUTIVE COMPENSATION & ATTENDANCE POLICY

The services of the Board members and all officers shall be pro bono. Should the Planetarium Authority employ any staff other than on a pro bono basis, the following Compensation and Attendance Policy shall apply.

The Governance Committee of the board is authorized to make recommendations to the Board regarding executive compensation subject to the statutory charter provisions requiring pro bono services. Only those members of the Governance Committee who are free of conflicts of interest may vote or be involved in evaluation of executive compensation. The Committee should, to the extent reasonably available, rely upon appropriate data as to comparability prior to making its recommendation, and shall contemporaneously place such data and other reasons for its recommendation in the minutes. If there is no such data available, it shall document any other bases for believing the proposed compensation is reasonable. The Governance Committee shall make this determination at least once annually.

Board members and officers shall attend at least 50% of the scheduled meetings. Those who miss an obligatory meeting are responsible for obtaining information of the outcome of the meeting.

7. EXECUTIVE TRAVEL & REIMBURSEMENT POLICY

No travel or other expenses are anticipated to be incurred for reimbursement, and each Board member and officer is expected to bear any incidental expense incurred in service to the Planetarium Authority. If expenses are funded and authorized by the Board, the following policy shall apply:

The stewardship of our resources is essential. Our policy is to reimburse individuals for approved, reasonable, proper and necessary travel expenses incurred in conjunction with approved initiatives.

1. Local Travel

a. **Mileage Reimbursement.** The Planetarium Authority will reimburse actual and necessary expenses. This includes mileage in a privately owned vehicle, and related tolls and parking.

b. **Parking and tolls.** The Planetarium Authority will reimburse for parking and tolls associated with a local or long distance trip upon submission of receipts.

2. Long Distance Travel

a. **Air Travel.** The Planetarium Authority will pay for airfares to approved destinations. Travelers must use the lowest available airfare. Airline tickets in excess of \$500.00 must be approved by the Executive Director prior to travel. First class, international, and spouse travel is not reimbursable. In cases where cancellation fees/penalties are incurred as a result of a change of plans, the fees will be reimbursed if there is a valid business reason for the change of plans. Acceptable business reasons include the organization canceling or altering the trip or delays in flight connections. This explanation should be attached as documentation with the travel expense report. In instances where these fees/penalties are incurred without adequate explanation, the cost of the fees/penalties will not be reimbursed.

b. **Lodging Costs.** Travelers should use standard single room accommodations at medium range hotels. The additional cost of room upgrades (e.g.; suite, executive floor, room with a view, etc) is not reimbursable. Receipts for all lodging must be attached to the expense report and itemized by expense category (meals, telephone, parking, etc.). Travelers will be reimbursed for actual lodging costs.

c. **Meals.** Meal reimbursement includes breakfast, lunch and dinner. Excluded are alcoholic beverages, entertainment expenses and other types of personal expenses not relating to these specific meals.

d. **Automobile Rental.** Automobiles should be rented only when the cost advantages are clearly justified (i.e. the cost of the rental car would be less than using taxis, etc.). Travelers are expected to use one of the lower cost car rental firms. All rental car receipts received by the traveler must be submitted with the expense report.

e. **Ground Transportation.** Taxicabs are usually the lowest cost and preferred method of ground transportation. Receipts are required for all transportation expenses.

3. Expense Reporting

a. **Receipt Requirements.** All expenses incurred must be substantiated by original receipts. All receipts should be submitted along with the expense report. In the event that it is impractical to obtain a required receipt or if such receipt has been inadvertently destroyed, the traveler should furnish a written statement to that effect, as well as an explanation of the expenditure involved.

b. **Timely Submission of Report.** The suggested timeframe for expense report submission is within 30 days of travel.

8. GOVERNANCE COMMITTEE

The governance committee consists of the Board and is responsible for overseeing the orientation program for new members of the Board, keeping the Board informed of current best governance practices; reviewing corporate governance trends; updating the Planetarium Authority's corporate governance principles; and advising the appointing authority on the skills and experiences required of potential Board members.

9. AUDIT COMMITTEE

The audit committee consists of the Board and shall hire a certified independent accounting firm for the Planetarium Authority, establish the compensation to be paid to the accounting firm and provide direct oversight of the performance of the independent audit performed by the accounting firm hired for such purposes. To the extent practicable, members of the audit committee are expected to be familiar with corporate financial and accounting practices.

The Audit Committee meets with the public accountants each year to review the results of the financial audit and the auditor's recommendations on internal financial and operational controls. The Audit Committee reviews the Planetarium Authority insurance pursuant to advice from insurance advisors. The Audit Committee receives reports on all Compliance Helpline ("whistleblower") complaints and their disposition. The Audit Committee reviews related party transactions as well as monitors the tax exempt status of the Planetarium Authority.

10. FINANCIAL DISCLOSURE

Each Board member, officer, and employee of the Planetarium Authority shall file annual financial disclosure statements with the City of New York Conflicts of Interest Board if and to the extent required by the Public Authorities Law.

11. TRAINING

Board members shall participate in state approved training regarding their legal, fiduciary, financial and ethical responsibilities as directors of a public authority within one year of appointment to a board. Board members shall participate in such continuing training as may be required to remain informed of best practices, regulatory and statutory changes relating to the effective oversight of the management and financial activities of public authorities and to adhere to the highest standards of responsible governance.

12. PROHIBITION OF LOANS

The Board shall not, directly or indirectly, including through any subsidiary, extend or maintain credit, arrange for the extension of credit, or renew an extension of credit, in the form of a personal loan to or for any officer, Board member, officer or employee (or equivalent thereof) of the Planetarium Authority.

13. CONFLICTS OF INTEREST

Whenever a member of the Board, committee member, or officer becomes aware that he or she or one of their Family Members or Affiliates has an interest in a transaction that might present a conflict with the Planetarium Authority, the individual shall disclose immediately and fully the potential conflict, seeming or real, to the Chairman of the Board. (Family Members are the person's spouse, domestic partner, ancestor, descendant, or spouse of descendant or ancestor. An Affiliate is any business entity, trust or estate in which the person or Family Member has more than 35% of any voting power, profits interest, or beneficial interest.) An "interest in the transaction" may take the form of (i) a significant personal financial interest in the transaction; (ii) a significant personal financial or other relationship with an organization involved in the transaction; or (iii) a position as trustee, director, officer, key employee, major donor, or someone owing a fiduciary duty to an organization involved in the transaction (e.g. grant-making, hiring or termination of vendors or service providers, including potential and current auditors, attorneys, investment advisors, and similar professionals),

Upon disclosure, the Chairman will consult with the Board to determine if a proposed transaction presents a conflict or potential conflict and whether the relationship or amount is more than de minimis or otherwise requires a review. Where it has been determined that a review is required, the conflict or apparent conflict will be disclosed (if not already known) to the others involved in the transaction, and the transaction may be approved only upon a vote of a majority of the disinterested members of the Board.

If the interested person is present at a meeting of the Board or any committee at which such a matter is considered, he or she must leave the meeting during the discussion and vote; however, the individual may be counted in the quorum. The remaining Board or committee members determine whether the transaction is both fair and reasonable to the Planetarium Authority, taking into consideration data of comparable transactions, as appropriate. The minutes of the meeting record the disclosure of the conflict, the terms of the transaction, the interested person's abstention from consideration of the matter, and the determination, if made, that the transaction is fair and reasonable to the Planetarium Authority.

Directors and officers may also serve as directors or officers of for-profit firms or non-profit organizations that, in the ordinary course of business, management encounters as sources for goods or services or other customary Planetarium Authority transactions. They may not be involved in the selection of suppliers or in the negotiation of fees,

prices, or any terms and conditions of sale or exchange. Further, the Board annually reviews all related party transactions for fairness to the Planetarium Authority.

14. AUDIT REPORTS

The Planetarium Authority will submit to the Executive Director, the chairperson of the legislative body of the local government and to the Comptroller's Authority Budget Office within thirty days after receipt thereof, a copy of the annual independent audit report, performed by a certified public accounting firm in accordance with generally accepted auditing standards, and management letter, if applicable, and any other external examination of the books and accounts of such authority other than copies of the reports of examinations made by the state comptroller.

The certified independent public accounting firm that performs such audit shall timely report to the Board of the Planetarium Authority: (a) all critical accounting policies and practices to be used; (b) all alternative treatments of financial information within generally accepted accounting principles that have been discussed with management officials of the Planetarium Authority, ramifications of the use of such alternative disclosures and treatments, and the treatment preferred by the certified independent public accounting firm; and (c) other material written communications between the certified independent public accounting firm and the management of the Planetarium Authority, such as the management letter along with management's response or plan of corrective action, material corrections identified or schedule of unadjusted differences, where applicable.

The certified independent public accounting firm is prohibited in providing audit services to the Planetarium Authority if the lead (or coordinating) audit partner (having primary responsibility for the audit), or the audit partner responsible for reviewing the audit, has performed audit services for the Planetarium Authority in each of the five previous fiscal years of the Planetarium Authority.

The certified independent public accounting firm performing the audit shall be prohibited from performing any non-audit services to the Planetarium Authority contemporaneously with the audit, unless receiving previous written approval by the audit committee including: (a) bookkeeping or other services related to the accounting records or financial statements of the Planetarium Authority; (b) financial information systems design and implementation; (c) appraisal or valuation services, fairness opinions, or contribution-in-kind reports; (d) actuarial services; (e) internal audit outsourcing services; (f) management functions or human services; (g) broker or dealer, investment advisor, or investment banking services; and (h) and expert services unrelated to the audit.

The certified independent public accounting firm is prohibited from performing an audit for the Planetarium Authority if any member of the Board or the Executive Director was employed by that certified independent public accounting firm and

participated in any capacity in the audit of the Planetarium Authority during the one year period preceding the date of the initiation of the audit.

The Planetarium Authority may exempt information from disclosure or report, if the counsel of the Planetarium Authority deems that such information is covered by subdivision two of section eighty-seven of the public officers law.

15. INTERNAL CONTROLS

The Planetarium Authority does not engage in any financial matters, banking, investment, or procurement activities owing to the turn-key lease of the planetarium to the American Museum of Natural History. Nonetheless, to the extent applicable, the appendix has guidelines for a system of internal control designed to identify internal control weaknesses, identify actions that are needed to correct these weaknesses, monitor the implementation of necessary corrective actions and periodically assess the adequacy of the Planetarium Authority's ongoing internal controls.

16. PROCUREMENT

In view of the turn-key lease of the planetarium to the American Museum of Natural History, the Planetarium Authority does not engage in procurement. Nevertheless, to the extent applicable, the Procurement Contract Policy and Guidelines in the appendix shall govern such transactions.

17. INVESTMENT OVERSIGHT

The Board shall invest any funds coming into its possession pursuant to the Investment Policy in the appendix.

18. DISPOSAL OF PROPERTY

In compliance with the New York State Public Authorities Law §§ 2895-2897, the Planetarium Authority has established the Guidelines for the Disposal of Property (the "Guidelines"). See appendix.

19. PERSONNEL REPORTS

If the Planetarium Authority hires employees, it shall submit as, when and where required personnel information setting forth position, grade, salary and title for each employee, if any, and in summary form.

20. ANNUAL REPORTS

The Board shall submit as, when and where required a complete and detailed Annual Report as required by the Public Authorities Law.

21. BUDGET REPORTS

The Planetarium Authority shall submit as, when and where required budget information on operations and capital construction setting forth the estimated receipts and expenditures for the next fiscal year and the current fiscal year, and the actual receipts and expenditures for the last completed fiscal year.

22. TAX EXEMPT STATUS

The Planetarium Authority is a publicly-supported, tax exempt educational corporation pursuant to sections 501(c)(3) and 170 of the Internal Revenue Code. This tax exempt status provides an exemption from income tax to the Planetarium Authority for its related educational activities and it provides tax deductibility to donors for gifts to the Planetarium Authority.

To maintain that status, the Planetarium Authority must operate exclusively for its exempt public purpose. In addition, it is required to comply with various operational constraints. These constraints include that no part of the Planetarium Authority net earnings may inure to the private benefit of any individual, that the Planetarium Authority may not devote a substantial part of its activities to carrying on propaganda or otherwise attempting to influence legislation, and that the Planetarium Authority may not participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office.

Further, assets of the Planetarium Authority may not be used to provide an "excess benefit" (i.e. a benefit that exceeds the consideration received by the Planetarium Authority) to anyone in a position to exercise substantial influence over the affairs of the Planetarium Authority— Directors, officers of the Board or senior officers of the Planetarium Authority, substantial donors or their Family Members or Affiliates. (Family Members are the person's spouse, domestic partner, ancestor, descendant, or spouse of descendant or ancestor. An Affiliate is any business entity, trust or estate in which the person or Family Member has more than 35% of any voting power, profits interest, or beneficial interest.) While such persons may not receive an excess benefit, they may receive customary cultivation, recognition and acknowledgements for major donations they make to the Planetarium Authority, which may include an opening event for a new hall resulting from the donation, gifts of nominal cost, and the customary benefits afforded to all patrons and members who make annual donations to the Planetarium Authority

The Audit Committee monitors compliance with the Planetarium Authority's tax exempt status.

23. CODE OF ETHICAL PRACTICES

This Code of Ethical Practices shall apply to all members of the Board, officers and employees of the Planetarium Authority.

This code serves as a guide for official conduct and is intended to enhance the ethical and professional performance of the Planetarium Authority's Board, officers and employees and to preserve public confidence in the Planetarium Authority's mission.

Ethical Responsibilities of Board of Directors, Officers and Employees

1. Directors, officers and employees shall perform their duties with transparency, without favor and refrain from engaging in outside matters of financial or personal interest, including other employment that could impair independence of judgment, or prevent the proper exercise of one's official duties.

2. Directors, officers and employees shall not directly or indirectly, make, advise, or assist any person to make any financial investment based upon information available through that person's official position that could create any conflict between their public duties and interests and their private interests.

3. Directors, officers and employees shall not accept or receive any gift or gratuities where the circumstances would permit the inference that (a) the gift is intended to influence the individual in the performance of official business or (b) the gift constitutes a tip, reward, or sign of appreciation for any official act by the individual. This prohibition extends to any form of financial payments, services, loans, travel reimbursement, entertainment, hospitality, thing or promise from any entity doing business with or before the Authority.

4. Directors, officers and employees shall not use or attempt to use their official position with the Planetarium Authority to secure unwarranted privileges for themselves, members of their family or others, including employment with the Authority or contracts for materials or services with the Authority.

5. Directors, officers and employees must conduct themselves at all times in a manner that avoids any appearance that they can be improperly or unduly influenced, that they could be affected by the position of or relationship with any other party, or that they are acting in violation of their public trust.

6. Directors, officers and employees may not engage in any official transaction with an outside entity in which they have a direct or indirect financial interest that may reasonably conflict with the proper discharge of their official duties.

7. Directors, officers and employees shall manage all matters within the scope of the Planetarium Authority's mission independent of any other affiliations or employment. Directors, including ex officio board members, and employees employed by more than one government shall strive to fulfill their professional responsibility to the Authority without bias and shall support the Planetarium Authority's mission to the fullest.

8. Directors, officers and employees shall not use Planetarium Authority property, including equipment, telephones, vehicles, computers, or other resources, or disclose information acquired in the course of their official duties in a manner inconsistent with State or local law or policy and the Authority's mission and goals.

9. Directors, officers and employees are prohibited from appearing or practicing before the Planetarium Authority for two (2) years following employment with the Planetarium Authority, consistent with the provisions of Public Officers Law.

Implementation of Code of Ethics

This Code of Ethics shall be provided to all directors, officers and employees upon commencement of employment or appointment and shall be reviewed annually by the Governance Committee.

The board may designate an Ethics Officer, who shall report to the board and shall have the following duties:

- Counsel in confidence Authority directors and employees who seek advice about ethical behavior.
- Receive and investigate complaints about possible ethics violations.
- Dismiss complaints found to be without substance.
- Prepare an investigative report of their findings for action by the Executive Director or the board.
- Record the receipt of gifts or gratuities of any kind received by a director or employee, who shall notify the Ethics Officer within 48 hours of receipt of such gifts and gratuities.

Penalties

In addition to any penalty contained in any other provision of law, a Planetarium Authority director, officers or employee who knowingly and intentionally violates any of the provisions of this code may be removed in the manner provided for in law, rules or regulations.

24. REPORTING UNETHICAL BEHAVIOR

Members of the Board, officers, and employees have an obligation to report activities that are suspect, such as:

- theft of cash or property
- fraudulent activity
- kickbacks from vendors or contractors
- irregularities in accounting, auditing, or internal controls
- vandalism or sabotage
- falsification of time sheets, expense reports, or other records
- fraudulent insurance or benefit claims
- forgery
- undisclosed conflicts of interest
- use or sale of illegal drugs
- violations of law or government compliance regulations

Anonymous reports may be made to the Compliance Helpline. It is operated by an independent company that receives calls anonymously with the callers' confidentiality fully protected, if desired. The toll-free telephone number is 800-620-5571 and it is staffed 24 hours a day, seven days a week. Calls are neither recorded nor traced.

No retaliation will be taken against any employee or other person who, in good faith, reports a violation or provides assistance to an investigation. Employees are assured that making such reports in good faith is a service to the Planetarium Authority and will not jeopardize the employee's position or employment at the Planetarium Authority. Employees are expected to cooperate fully in the investigation of any reported violation.

25. INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

As per the By-laws of the Planetarium Authority, the following provide for indemnification, limitation of liability and insurance.

To the fullest extent permitted by law:

- (a) The Planetarium Authority shall indemnify any and all persons (including any Directors, officers of the Board, officers of the Planetarium Authority, Assistant Secretary or Assistant Treasurer) and those persons' respective heirs, executors, guardians, administrators, assigns, and other legal representatives who were or are parties to or are involved in (including as a witness) any threatened, pending, or completed action, suit, proceeding or inquiry (brought in the right of the Planetarium Authority or otherwise), whether civil, criminal, administrative, or investigative, and whether formal or informal, including appeals, by reason of the fact that the persons are or were Directors, officers of the Board, officers of the Planetarium Authority, Assistant Secretary or Assistant Treasurer, or, while any such person was serving at the request of the Planetarium Authority as a director, officer, partner, trustee, employee, or agent of another non profit organization, corporation, partnership, joint venture, trust or other enterprise, from and against any and all expenses (including attorneys' fees), liabilities, judgments, fines and amounts paid in settlement actually and reasonably incurred by those persons or their respective heirs, executors, guardians, administrators, assigns, and other legal representatives in connection with that action, suit, proceeding or inquiry, including appeals.
- (b) The indemnification provided for herein shall not be deemed exclusive of any other rights to which any person may be entitled under the charter or other incorporation document of the Planetarium Authority, any By-law, resolution of Directors, agreement, or otherwise as a matter of law, both as to actions in the person's official capacity and actions in any other capacity at the request of the Planetarium Authority while holding such office, it being the policy of the Planetarium Authority that indemnification of any person described in subsection (a) of this policy shall be made to the fullest extent permitted by law. Notwithstanding the foregoing, the Planetarium Authority will indemnify any person seeking indemnification in connection with an action, suit, proceeding or inquiry (or part thereof) initiated by that person only if that action, suit, proceeding or inquiry (or party thereof) was authorized by the Board.
- (c) In addition, the Planetarium Authority shall pay the reasonable expenses as incurred by any person whom it shall have the power to indemnify under this policy, including attorneys', experts' and consultants' fees, in connection with the defense of any action, suit, proceeding or inquiry described in this policy, provided that if these expenses are paid in advance of the final disposition

(including appeals) of an action, suit, proceeding or inquiry, then the payment of expenses shall be made only upon delivery to the Planetarium Authority of an undertaking, by or on behalf of the person, to repay all amounts so advanced if it is ultimately determined that the person is not entitled to be indemnified under this policy or otherwise.

- (d) This policy shall be applicable to all actions, suits, proceedings or inquiries made or commenced after the adoption of this policy, whether arising from acts or omissions occurring before or after its adoption. The provisions of this policy will be deemed to be a contract between the Planetarium Authority and each Director, officer of the Board, officer of the Planetarium Authority, Assistant Secretary or Assistant Treasurer who serves in such capacity at any time while this policy and the relevant provisions of the laws of the State of New York and other applicable law, if any, are in effect, and any repeal or modification of this policy will not adversely affect any right or protection of any person described in this policy in respect of any act or omission occurring prior to the time of the repeal or modification.
- (e) If any provision of this policy will be found to be invalid or limited in application by reason of any law or regulation, that finding shall not affect the validity of the remaining provisions of this policy.
- (f) For the purpose of this policy, reference to "other enterprises" shall include employee benefit plans; reference to "fines" shall include, without limitation, any excise taxes assessed on a person with respect to an employee benefit plan; and reference to "serving at the request of the Planetarium Authority" shall include, without limitation, any service as a Director, officer of the Board, officer of the Planetarium Authority, Assistant Secretary or Assistant Treasurer which imposes duties on, or involves services by that Director, officer of the Board, officer of the Planetarium Authority, Assistant Secretary or Assistant Treasurer with respect to an employee benefit plan, its participants, or beneficiaries.

The personal liability of the Directors, officers of the Board, officers of the Planetarium Authority, Assistant Secretary and Assistant Treasurer is eliminated to the fullest extent permitted by law.

The Planetarium Authority may purchase and maintain insurance on behalf of any person described in this policy against any liability asserted against that person whether or not the Planetarium Authority would have the power to indemnify the person against that liability under the provisions of this policy or otherwise to the full extent such insurance is permitted by law.

26. FREEDOM OF INFORMATION LAW (FOIL)

The Freedom of Information Law (Public Officers Law §§ 84–90) requires that the Planetarium Authority make certain records available to the public. The law requires the Planetarium Authority to designate a records access officer.

All requests for information must be acted upon within five business days. If the Planetarium Authority is unable to answer an applicant's request within five days of receipt, it must acknowledge the request and inform the applicant of the approximate and reasonable time when the request will be answered. If the records access officer determines to grant a request in whole or in part, and if circumstances prevent disclosure to the person requesting the record or records within twenty business days from the date of the acknowledgement of the receipt of the request, the Planetarium Authority shall state, in writing, both the reason for the inability to grant the request within twenty business days and a date certain within a reasonable period, depending on the circumstances, when the request will be granted in whole or in part.

An applicant may appeal if the Planetarium Authority has not acted within ten business days of the acknowledgment. The Planetarium Authority may either grant or deny access to the records requested, or certify that it does not have or cannot find the records after a diligent search. Records involving trade secrets are subject to separate procedures and requirements under the Freedom of Information Law (FOIL). Appeals from a denial of access may be taken within 30 days.

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APPENDIX

A. INVESTMENT POLICY

The Planetarium Authority does not maintain now nor anticipate acquiring in the foreseeable future any investment assets. Nevertheless the following Investment Policy & Guidelines have been adopted in case that any such assets are ever acquired.

Duties and responsibilities of the Board of Directors

a. The Directors will be responsible for authorization and supervision of the Planetarium Authority's investments in good faith and with that degree of diligence, care, and skill which ordinarily prudent men would exercise under similar circumstances in like positions, taking into consideration the following factors and other factors they find relevant:

- the long and short-term needs of the Planetarium Authority in carrying out its purposes;
- the present and anticipated financial requirements of the Planetarium Authority;
- the expected total returns on Planetarium Authority investments,
- price level trends, and
- general economic conditions.

b. The Directors will be responsible for authorization and supervision of the investments in such securities, real assets or other property, including interests in common trust funds, mutual funds, fixed income funds, hedge and private equity/venture capital funds and other investment funds, as may be deemed proper and within the scope of the endowment fund investment policies and guidelines as approved by the Directors from time to time.

c. The Directors will be responsible for appointment, supervision and termination of any individuals or entities to whom investment management responsibility is delegated. The Directors' duties in this regard will include:

Approving the engagement, retention, and termination of each investment manager after consideration of factors such as the investment manager's (i) qualifications; (ii) experience; (iii) historical performance, as compared against appropriate benchmarks; (iv) fees and expenses, as compared against appropriate benchmarks; and (v) terms by which the Endowment Fund can liquidate its investments; Periodically meeting or conferencing with the investment managers; Reviewing the performance of the investment managers for consistency in investment philosophy, return relative to objectives, investment risk as measured by asset characteristics, exposure to economic conditions and market volatility, by requiring reports from such investment managers that include standard performance information, including comparison of performance against

appropriate benchmarks and comparable managers; and Keeping minutes of its meetings, including review and approval of allocations, investment managers, fees and expenses and qualifications and performance of the investment managers.

d. The Directors may retain outside consultants to advise them with regard to the fulfillment of its duties set forth above, including for the purpose of selecting investment managers.

e. The Directors are responsible for oversight of the financial and cash management processes and methods utilized in the management of the investments, including custodial arrangements for the deposit and safekeeping of moneys, securities and other financial and investment assets.

Receipt of Gifts of Securities, Real Estate

In the event the Planetarium Authority receives gifts of securities, real estate or other assets intended for investment, the Planetarium Authority's general policy is to liquidate the assets as soon as practicable and to invest the proceeds of the gift asset in accordance with the allocation guidelines adopted by the Directors. In the event the Planetarium Authority receives gifts of securities, real estate or other assets for which there is no readily liquid market, the Planetarium Authority may hire a broker or other expert agent to assist it in selling the assets.

Proxy Voting

All proxies are to be voted in the best interest of the Planetarium Authority. Proxies should be voted for proposals that enhance shareholder economic value, maintain or improve shareholder rights, are not dilutive and provide reasonable accountability for management.

The Planetarium Authority generally delegates proxy voting to its managers. To the extent the Planetarium Authority invests in pooled or commingled funds, the Planetarium Authority assents to the proxy voting guidelines adopted by the managers of these funds. Directors will vote proxies for mutual funds or other direct investments not managed by an external manager in accordance with the guidelines noted above.

Conflict of Interest

From time to time, the Directors may consider matters in which they or persons affiliated with them or the Planetarium Authority have an actual or potential conflict of interest. Persons affiliated with them include their:

a. Family Members (the person's spouse, domestic partner, ancestor, descendant, or spouse of descendant or ancestor) and

b. Affiliates (any business entity, trust or estate in which the person or Family Member has more than 35% of any voting power, profits interest, or beneficial interest). Persons affiliated with the Planetarium Authority include the trustees, members of Board committees and Planetarium Authority committees, and senior officers of the Planetarium Authority, if any.

Relevant facts or circumstances that might give rise to an actual or potential conflict of interest with respect to matters that come before the Investment Committee include, but are not limited to, instances where the member of the Investment Committee or Investment Staff or a person affiliated with the member:

- a. serves as director of, is employed by, or receives compensation, reimbursement for expenses or other payments from a firm managing investments of the Planetarium Authority,
- b. is a principal, general or managing partner in a firm managing assets of the Planetarium Authority,
- c. lends to or receives a loan or other extension of credit from a firm managing investments of the Planetarium Authority,
- d. engages in any sale, lease or exchange of property with a firm managing investments of the Planetarium Authority, or
- e. receives goods, services or facilities from, or furnishes goods, services or facilities to, a firm managing investments of the Planetarium Authority.

For sake of clarification and guidance, it is understood that indirect financial or business relationships ordinarily will not rise to the level of more than a de minimis relationship. For example, a member of the board of Directors who is an employee or otherwise affiliated with a brokerage firm or other third-party service provider with whom an investment manager does business ordinarily would not be considered to have a conflict of interest. If a director is uncertain as to whether a business or familial relationship is more than de minimis as to give rise to a potential conflict of interest, the director must disclose the relationship to the other directors. The remaining directors shall then determine whether the relationship is such that director should withdraw from considerations relating to the transaction in question.

In order to resolve any questions of actual or potential conflict of interest, the following procedures apply:

- a. The Directors who have an actual or potential conflict of interest in relation to any matter that is to be considered by the Board of Directors shall:
 - disclose to the committee the nature of his or her interest in advance of any consideration of the matter and answer any questions in that regard;
 - take no part in consideration of the matter and refrain from influencing or seeking to influence consideration of the matter; and,
 - withdraw from the meeting considering for so long as the matter is being discussed or considered by the Board of Directors and not vote in relation to the matter, although they may be counted in the quorum.
- b. Prior to making its determination with respect to the matter in question, the Directors shall obtain and rely upon appropriate data as to comparability, to the extent

appropriate. In particular, the Directors should determine that the fees charged by the investment manager are reasonable in light of appropriate comparable data.

c. The Investment Committee shall adequately and timely document the basis and date for its determination concurrently with making that determination, which should include the:

- terms of the transaction,
- members of the Board of Directors present during the discussion and vote on the transaction,
- comparability data obtained and relied upon, if appropriate, as discussed above
- disclosure of the conflict of interest by the interested person, and
- basis for the determination, if approved, that the transaction is fair and reasonable to the Planetarium Authority.

Guidelines for Investment Managers

It is expected that the Committee will oversee the hiring of Investment Managers. It is expected that each of the Planetarium Authority's Investment Managers will adhere to specific investment guidelines. In the case of marketable equity managers and fixed income managers, these guidelines will be summarized in a written agreement entered into with the managers at the time they are hired to manage assets for the Planetarium Authority. In the case of the Hedge Fund Managers and Private Investment Managers, these guidelines will be negotiated with the Planetarium Authority and other limited partner investors, and disclosed in the offering memorandum and partnership agreements for the Fund. In all cases, once Guidelines have been agreed to, the managers will have complete discretion over the funds, subject to the usual standards of fiduciary prudence.

Amendments. It is expected that the Board will establish Asset Allocation Policy Targets and Policy Ranges when and as appropriate.

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B. GUIDELINES FOR THE DISPOSAL OF PROPERTY

These Guidelines shall apply to the disposal of real or personal property in excess of \$15,000 throughout the year following their adoption and until such time as the Authority adopts new or revised Guidelines. The Board shall annually review and approve these Guidelines with any necessary modifications and revisions.

The Planetarium Authority is committed to the disposition of property in an environmentally safe and friendly manner.

Definitions:

“Contracting Officer” shall mean the Chief Financial Officer or other officer or employee of the Foundation who shall be appointed by resolution by the Foundation Board of Directors to be responsible for the disposition of property.

“Dispose” or “disposal” shall mean transfer of title or any other beneficial interest in personal or real property in accordance with §2897 of the Public Authorities Law.

“Property” shall mean personal property in excess of five thousand dollars in value, real property, and any inchoate or other interest in such property, to the extent that such interest may be conveyed to another person for any purpose, excluding an interest securing a loan or other financial obligation of another party.

1. Designation of Contracting Officer. The Planetarium Authority, by a vote of the Board of Directors, hereby designates the Executive Director as the Contracting Officer, in compliance with the provisions of New York State Public Authorities Law. The Contracting Officer shall hold this position until the Planetarium Authority Board designates a new Contracting Officer or until such time as the Members adopt new Disposal Guidelines. The Contracting Officer shall be responsible for the administration and implementation of these Guidelines. The Contracting Officer shall cause these Guidelines to be posted on the Planetarium Authority’s website so that they are available to the general public.

2. Application of Guidelines. In accordance with §2897(6)(d) of the Public Authority Law the Planetarium Authority will submit to the Public Authority Budget Office a written explanation of the circumstances involving the disposal of property through a negotiated transaction not less than 90 days prior to the scheduled date of that transaction. This requirement applies to the following property: (i) Personal Property having an estimated fair market value greater than \$15,000; (ii) Real property having an estimated fair market value greater than \$100,000, except that any real property disposed of by lease or exchange; (iii) Real property disposed of by lease for a term of five years or less, having estimated fair annual rent greater than \$100,000 for any such years; (iv) Real property disposed of by lease for a term of more than five years, if the total estimated rent over the term of the lease great than \$100,000; (v) Real property disposed of by exchange, regardless of value, or any property any part of the consideration for

which is real property; (vi) Related personal property disposed of by exchange, regardless of value, or any property any part of the consideration for which is real property.

3. Supervision and Direction. Except as otherwise provided herein, the Contracting Officer shall have supervision and direction over the disposition and sale of property of the Planetarium Authority. The Planetarium Authority shall have the right to dispose of its property for any valid corporate purpose as provide for under its charter. The Contracting Officer shall be accountable to the Board and the Executive Director. Others duties of the Contracting Officer include, but shall not be limited to, maintaining adequate inventory controls and accountability systems for all property under his or her supervision; periodically inventorying all property to determine which property should be disposed of; producing written reports of such property in accordance with the Public Authorities Law and Internal Control Operating Policies, and the transference or disposal of such property as promptly as possible in accordance with §2897 of the Public Authorities Law.

4. Fair Market Value. Before disposing of property, the Contracting Officer shall take reasonable measures to determine the fair market value of the property to be disposed. Fair market value of property that is unique in nature and therefore not subject to fair market value pricing shall be determined through an appraisal by a qualified professional.

5. Advertised Bid. All disposals or contracts for disposal of Planetarium Authority property by the Contracting Officer shall be made after public advertisement for bids for the purchase of Planetarium Authority property. The Contracting Officer shall order the advertising for bids with reasonable promptness in such a manner and in such publications as the Contracting Officer deems reasonably necessary to permit full and fair competition for the property consistent with the fair market value and nature of the property. All advertisements for soliciting bids on Planetarium Authority property shall state the method, place and deadline for the submission of bids, and request any other information the Contracting Officer deems necessary to evaluate bids being solicited. All advertisements and announcements soliciting bids shall state the place and time at which the content of all bids received for the property advertised shall be publicly disclosed. The content of all bids received shall be publicly disclosed as announced in the solicitation for bids.

6. Award of Property Subject to Bid. Award of the property for which bids have been solicited shall be made within a timeframe reasonable for the evaluation of the bids received. The Contracting Officer shall evaluate the bids and select the bid most advantageous to the Planetarium Authority based upon (a) conformance with the invitation for bids, (b) the terms, including but not limited to the price offered, and (c) any other factors that warrant consideration that may benefit the Planetarium Authority. Notwithstanding the foregoing, the Planetarium Authority may reject as inadequate all bids received in response to a particular solicitation for bids if the Contracting Officer deems that it is in the best interest of the Planetarium Authority to reject all bids.

7. Notification of Successful Bid. The Planetarium Authority shall notify the successful bidder in writing of the Authority's acceptance of the bid in a timely manner. This notice shall contain a description of the property, the amount of the successful bid and any other material terms of the bid. The bidder shall be required to make payment to the Planetarium Authority Treasurer in a form and on terms acceptable to the Planetarium Authority before taking possession of the property. The Planetarium Authority shall gather the following information regarding any successful bidder: name, address, phone number. The Planetarium Authority shall provide to the successful bidder a deed, bill of sale, lease or other appropriate instrument adequate to transfer to the successful bidder the interest in the property.

8. Contracts to Dispose of Property. The Planetarium Authority may solicit bids for contracts to dispose of the Planetarium Authority property covered by these Guidelines. In the event that the Planetarium Authority determines that the services of a company are necessary to assist the Planetarium Authority in disposing of certain of its property, the Authority shall follow the same procedures in selecting an organization to dispose of property as the Planetarium Authority follows under these Guidelines for disposal of property through advertised bid.

9. Disposal of property by Negotiation. The Planetarium Authority may dispose of property through negotiation or by public auction without regard to the above described procedures if the Contracting Officer determines that any of the following conditions exist:

(a) introduction into the market of the personal property to be disposed of would adversely affect the local market for that kind of property, and a fair market price and other terms for the sale of the personal property can be obtained through negotiation; (b) prices for the property that were obtained by advertised bid were not reasonable or the bid process did not generate open competition; (b) the fair market value of the property does not exceed \$15,000; (c) disposal of the property to the state or any political subdivision at fair market value can be arranged through negotiation; (d) the property is being disposed of for less than fair market value, the terms of the disposal have been reached through public auction or negotiation, the disposal of the property is intended to further the health, safety, welfare or economic development interests of the state or any of its political subdivisions, and the Planetarium Authority Board Members have approved the particular transaction by resolution; (e) the cost of the disposal of the property is greater the fair market value of the property to be disposed of ; or (f) the use of advertised bids is an inappropriate method for disposal of the property.

10. Documentation of Disposal by Negotiation. The Contracting Officer shall cause to be prepared an explanation of the circumstances of the disposal when property is disposed of through the negotiation process described in Section 10, and any of the following are true:

(a) personal property disposed of has an estimated fair market value in excess of fifteen thousand dollars (\$15,000); (b) the personal has been disposed of by exchange The Contracting Officer shall cause any and all explanatory statements required under this

Section 10 to be transmitted to the recipients of the yearly report of dispositions required under Section 11 of these Guidelines.

11. Yearly Property Report. Each year the Contracting Officer shall publish a report on the Planetarium Authority's internet website listing all personal property disposed of by the Planetarium Authority during the previous twelve-month period. The report shall contain a full description of each item of property disposed of, the price received by the Planetarium Authority, and the name of the individual(s) or entity that purchased the property. The Contracting Officer will also periodically inventory Property to determine which Property should be disposed of and will transfer or dispose of such Property as promptly as possible in accordance with §§2896-2897 of the Public Authorities Law. The Contracting Officer and any other Officer authorized by resolution may execute such documents for the transfer of title or other interest in Property and take such other action as is required or deemed necessary and proper to dispose of such Property. The Contracting Officer shall cause the report to be delivered to the comptroller, Director of the Budget, the Commissioner of General Services, and the New York State Legislature c/o the Speaker of the House and the Senate Majority Leader and the Authority Budget Office. The Contracting Officer shall cause the report to be published on the Planetarium Authority's website. The Guidelines are subject to modification and amendment at the discretion of the Planetarium Authority Board.

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C. PROCUREMENT CONTRACT POLICY & GUIDELINES

These Procurement Contract Policy and Guidelines ("Guidelines"), adopted pursuant to Public Authorities Law Sections 2879, set forth the operative policies of the Planetarium Authority and instructions to its officers and employees regarding the use, awarding, monitoring, and reporting of Procurement Contracts. In the use and awarding of Procurement Contracts, The Planetarium Authority is committed to finding environmentally safe and friendly products and services.

These Guidelines apply to any Procurement Contract entered into after they become effective pursuant to Public Authority Law.

Definitions:

"Procurement Contract" or "Contracts" means a written agreement for the acquisition of goods or services of any kind, in the actual or estimated amount of \$50,000 or more.

"Procurement Contract" shall not include: memberships in various industry groups, professional societies, and similar cooperative associations, nor any cooperative projects and procurement activities, conducted or sponsored by such organizations, in which the Planetarium Authority participates; direct purchase advertising with radio, television or print media; tuition, conferences, seminars and other comparable activities; or transportation or other travel-related expenses.

"Contractor" means a person or organization that enters into a Procurement Contract with the Planetarium Authority.

"Minority Business Enterprise" means any business enterprise, including a sole proprietorship, partnership, or corporation, that is:

- (a) at least 51 percent owned by one or more Minority Group Members or in the case of a publicly-owned business at least 51 percent of the common stock or other voting interests of which is owned by one or more Minority Group Members;
- (b) an enterprise in which the minority ownership is real, substantial, and continuing;
- (c) an enterprise in which the minority ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise; and
- (d) an enterprise authorized to do business in New York State, independently owned and operated, and not dominant in its field.

"Women-Owned Business Enterprise" means a business enterprise, including a sole proprietorship, partnership, or corporation which is:

- (a) at least 51 percent owned by one or more United States citizens or permanent resident aliens who are women or in the case of a publicly-owned business at least 51 percent of the common stock or other voting interests of which is owned by United States citizens or permanent resident aliens who are women;

- (b) an enterprise in which the ownership interest of women is real, substantial, and continuing;
- (c) an enterprise in which the women ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise; and
- (d) an enterprise authorized to do business in New York State, independently owned and operated, and not dominant in its field.

"New York State Business Enterprise" means a business enterprise, including a sole proprietorship, partnership, or corporation, which offers for sale or lease or other form of exchange goods which are sought by the Planetarium Authority and which are substantially manufactured, produced, or assembled in New York State or services which are sought by the Planetarium Authority and which are substantially performed in New York State.

"New York State Resident" means a natural person who maintains a fixed, permanent, and principal home within New York State and to which such person, whenever temporarily located, always intends to return.

Description of Goods Purchased; Use of Personal Services Contracts and Program Contracts

All Procurement Contracts entered into by the Planetarium Authority shall be (i) awarded in accordance with applicable provisions of the Public Authorities and State Finance Laws, as well as operational procurement policies of the Planetarium Authority.

Goods purchased by the Planetarium Authority from time to time generally fall within one of the following categories: office supplies, furniture, computer equipment, and other equipment; other miscellaneous items of physical property are also occasionally purchased on an as-needed basis.

It is the general policy of the Planetarium Authority to use its own officers and employees in the performance of required personal services insofar as practical. At the same time, the Planetarium Authority recognizes that it can be preferable and reasonable to contract for certain personal services.

The areas of responsibility and oversight related to the conduct of the Planetarium Authority's affairs which may require the use of Personal Services Contracts include, without limitation to the following services: performance of legal, accounting, management consulting, investment, banking, planning, training, statistical, printing, dissemination of information, public relations, architectural, engineering, research, graphic arts, construction, surveying or other services of consulting, professional or technical nature, for a fee, commission or other compensation by a person or persons who are not providing such services as officers or employees of the Planetarium Authority.

Personal Services Contracts may be entered into for the following reasons, but are not limited to: the requirements of special expertise or unusual qualifications; the nature, magnitude or complexity of the services required, a lack of sufficient in-house resources, support staff, specialized facilities or equipment, lower cost, short-term need for the service, infrequent need for the services, the distance of the location or locations where the services must be performed from Planetarium Authority offices or facilities and performance of a function requiring independence from Planetarium Authority Management.

Before entering into a Personal Services Contract, the Planetarium Authority should consider whether the contemplated services can be performed adequately, cost effectively, and on a timely basis by staff within the Planetarium Authority or, if available, through voluntary assistance or assistance from the staff of a State agency or another public corporation.

Waiver of Selection Criteria & Selection of Contractors

Waiver of selection criteria: Procurement Contracts may be awarded to Contractors on a non-competitive basis only where the Executive Director makes a written determination that:

(i) the timely procurement of the goods or services involved precludes selection of a Contractor pursuant of a competitive procedure; or (ii) the good or services involved requires a contractor with unique or exceptionally scarce qualifications or experience, specialized equipment or facilities not readily available from other sources, or patents, copyrights or proprietary data.

Selection of contractors:

(a) Procurement Contracts are to be awarded to Contractors on a competitive basis to the maximum extent possible.

(b) Such awards are to be made after notice is published in the "New York State Contract Reporter" and after the evaluation of proposals obtained from prospective Contractors responding to the Planetarium Authority's request forwarded to at least three qualified prospective Contractors.

(c) Planetarium Authority shall document the processes by which a Contractor is selected, by making a record summarizing the nature and scope of the goods, personal services, or Planetarium Authority program work sought, the name of each person or organization submitting, or requested to submit, a bid or proposal, the price or fee bid, and the basis for selection of the Contractor.

In any instance, the members of the Planetarium Authority Board may, by resolution, waive the use of the procedure for selecting Contractors outlined in Section 4.0 if they determine such waiver to be in the best interest of the Planetarium Authority.

The members of the Planetarium Authority Board, upon adoption of these Guidelines, hereby waive use of the procedures for selecting Contractors outlined in section 4.0 in those instances when:

(a) the goods, personal services, or Planetarium Authority program work involved are expected to cost \$50,000 or less, though the Planetarium Authority staff will maintain procedures, approvals, and documentation for purchases less than \$50,000;

(b) the goods and personal services are available from a centralized contract maintained by OGS or would be available for a amount higher than \$50,000 through an OGS procurement vehicle;

(c) the Executive Director or Deputy Executive Director determines that: (i) the interest of the Planetarium Authority for timely procurement of the goods, personal services, or Planetarium Authority program work involved precludes election of a Contractor pursuant to such procedure; (ii) even though two or more Contractors could supply the required goods, personal services or Planetarium Authority program work, one particular Contractor has unique or exceptionally scarce qualifications or experience, specialized equipment, or facilities not readily available from other sources, or patents, copyrights, or proprietary data; or (iii) there is only one source for a required good, personal service, or Planetarium Authority program work; provided, that in those instances the Planetarium Authority shall nonetheless make a record summarizing the nature and scope of the goods, personal services, or Planetarium Authority program work involved, the name of the Contractor, the contract price or fee, and the basis for waiver and selection of the Contractor.

For contracts in excess of one year, entering into any Procurement Contract which provides for a period of performance by the Contractor in excess of one year shall require approval of the members of the Planetarium Authority Board, either by prior action, where time permits, or by ratification at the next meeting of the Planetarium Authority.

Independent auditors for the Planetarium Authority shall be retained only with the prior approval of the members of the Planetarium Authority Audit Committee.

The Planetarium Authority may use its Competitive Procurement Methods to select multiple Contractors to provide goods, personal services, and Planetarium Authority program work. Individual task work orders may be awarded to these Contractors on an as needed basis.

Implementation of Guidelines

The Planetarium Authority's Director of Finance and Administration shall be responsible for: (i) Preparing for approval by the Executive Director such supplemental procedures as may be required effectively to implement the approved Guidelines; (ii) Preparing proposed amendments to the Guidelines for approval by the Executive Director and the Planetarium Authority Board as required; and (iii) Monitoring Planetarium Authority compliance with the approved Guidelines.

Minority and Women-Owned Business Enterprises

It is the policy of the Planetarium Authority to foster and promote participation of Minority Business Enterprises and Women-Owned Business Enterprises in its procurements and the development of such enterprises and to facilitate a fair share of the awarding of Procurement Contracts to such enterprises. In contracting, the Planetarium Authority shall use its best efforts to give Minority Business Enterprises and Women-Owned Business Enterprises an opportunity to compete for Planetarium Authority business, by soliciting or requesting offers from minority and women-owned businesses known to have experience in the type of goods, personal services, and Planetarium Authority program work involved. Written solicitations or requests for bids or proposals for Procurement Contracts should include a statement of the Planetarium Authority's affirmative action policy. The Planetarium Authority will consult with the Division of Minority and Women's Business Development and the Planetarium Authority's manager of human resources for assistance in identifying such enterprises, and refer to any known list maintained by any other State department or agency that identifies Minority Business Enterprises or Women-Owned Business Enterprises by area of expertise.

Contracts with Former Officers or Employees

Procurement with former officers or employees of the Planetarium Authority shall be permitted where the goods, personal services or Planetarium Authority program work are to the best advantage of the Planetarium Authority and the contractual relationship is not otherwise prohibited by law or Planetarium Authority Policy. In particular, any former officer or employee of the Planetarium Authority shall be held to the restrictions set forth in Public Authorities Law Section 73(8) on receiving compensation for any services rendered with respect to specified types of cases, proceedings, applications, matters, and transactions.

New York State Business Enterprises and New York State Residents

It is the Policy of the Planetarium Authority to promote participation in Procurement Contracts by New York State Business Enterprises and New York State Residents, by encouraging them to compete through measures including, but not limited to:

- (a) Collecting and consulting the specifications of New York State Business Enterprises in developing any specifications for any Procurement Contract for the purchase of goods where possible, practicable, feasible, and consistent with open bidding, except for Procurement Contracts for which the Planetarium Authority would be expending funds received from another state. The Planetarium Authority will, where feasible, make use of the stock order specification forms prepared by the Commissioner of General Services and, where necessary, consult with the Commissioner of General Services in developing such specifications and making such determinations; and
- (b) Promulgating procedures that will assure compliance with the federal Equal Employment Opportunity Act of 1972 (Pub. L. 92-261), as amended, by Contractors.

Publication of Notice of Procurement Contracts

Except as provided in Section "Reports" below, prior to awarding any Procurement

Contract, the Planetarium Authority shall submit to the Commissioner of the Department of Economic Development information on: (i) the contract identification number; (ii) a brief description of the goods or services sought, the location where goods are to be delivered or services provided and the contract term; (iii) the address where bids or proposals are to be submitted; (iv) the date when bids or proposals are due; (v) a description of any eligibility or qualification requirement or preference; (vi) a statement as to whether the contract requirements may be fulfilled by a subcontracting, joint venture, or co-production arrangement; (vii) any other information deemed useful to potential Contractors; and (viii) the name, address, and telephone number of the person to be contacted for additional information. Such information shall be submitted in sufficient time to allow a minimum of fifteen business days between publication of such notice and the date on which a bid or proposal is due, except where a shorter period is specifically authorized by law.

The provisions of "Reports" shall not apply to Procurement Contracts: (i) awarded on an emergency or critical basis, or on the basis that publication is otherwise not feasible, such as those described in previous sections (ii) - (vi) of these Guidelines; (ii) being re-bid or re-solicited for substantially the same goods or services, within forty-five business days after the date bids or proposals were originally due; or (iii) any other procurements the Commissioner of the Department of Economic Development has determined do not require publication.

Reports

The officers shall prepare and submit to the Board quarterly reports of new Procurement Contracts.

Quarterly Reports: For each Procurement Contract, the report shall include the Contract amount, reason for award, summary of scope of services and the selection process used. Such reports shall include information related to amendments approved for Contracts during the reporting period. Any procurement contract(s) anticipated to exceed one year shall be noted each quarter.

Annual Reports: The Director of Finance and Administration shall prepare for approval by the Board members at the annual meeting of the Planetarium Authority an annual report on Procurement Contracts which shall include its Procurement Contract, Guidelines, an explanation of such Guidelines, and any amendments thereto since the last annual report, a list of all Contracts entered into since the last annual report, the selection process used to select such Contracts, the status of the existing Procurement Contracts, and a list of fees, commissions, or other charges paid to the Contracts. The annual report on Procurement Contracts may be part of any other report that the Planetarium Authority is required to make.

The Planetarium Authority shall make copies of its reports on Procurement Contracts available to the public upon reasonable request.

Miscellaneous Provisions

No violation of or failure to comply with the provisions of these Guidelines shall be deemed to alter, affect the validity of, modify the terms of, or impair any Procurement Contract; nor shall any provision of these Guidelines or any violation of or failure to comply with such provisions be the basis for any claim against the Planetarium Authority or any member of the Board, officer, or employee of the Planetarium Authority.

The Board of the Planetarium Authority may, from time to time, amend these Guidelines, provided that no such amendment shall be deemed to alter, affect the validity of, modify the terms of, or impair any Procurement Contract.

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