**SITE ACCESS AND/OR TRANSPORTATION RELEASE AGREEMENT**

**(INDIVIDUAL)**

Revised: 07 April 2003 Agreement Number \_\_\_\_\_\_\_\_\_\_\_\_

IN CONSIDERATION for the right and privilege granted by Phillips 66 Company (“Company”) of access to certain premises or properties and, where applicable, transportation to such places whether via automobile, helicopter, or Company-chartered or Company-owned aircraft, to **STEVENS INSTITUTE OF TECHNOLOGY** **AND COOPER UNION** (“Visitor”), Visitor and Company agree as follows:

1. Visitor shall have access to Company’s site (“Site”) located at 1400 Park Avenue, Linden, NJ, for the purpose of Refinery Tour. This access is granted even though it may not benefit Company. In entering the Site or utilizing transportation, Visitor does so at Visitor’s own risk and will conduct himself/herself in a safe manner at all times.

2. The term of this Agreement shall be from **FEBRUARY 26th, 2016**.

3. Visitor agrees to abide by Company’s rules and regulations with respect to use of, or access to, the Site.

4. Visitor agrees that all information received as a result of this Agreement (whether visual, oral, written or otherwise) shall be held in confidence and shall not be used in any manner without Company’s prior written authorization.

5. Visitor agrees that the privileges granted may be revoked at any time by Company upon notice (verbal or written) to Visitor. If notice is in writing, it shall be delivered to Visitor at the following address:

NAME: **STEVENS INSTITUTE OF TECHNOLOGY**

**CASTLE POINT ON HUDSON, HOBOKEN, NJ 07030-5991**

Telephone No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attn.: \_\_\_\_\_**PALASH MEHTA**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notices may be given at such other place as Visitor may designate to Company in writing.

6. **TO THE EXTENT PERMITTED BY LAW,** **VISITOR, ON VISITOR’S OWN BEHALF, AND ON BEHALF OF VISITOR’S EXECUTORS, HEIRS, BENEFICIARIES AND ASSIGNS, AGREES TO DEFEND, INDEMNIFY, RELEASE AND HOLD COMPANY HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS OR CAUSES OF ACTION FOR LOSS OR DAMAGE TO VISITOR’S PROPERTY AND EQUIPMENT AND FOR ANY INJURY TO OR DEATH OF VISITOR, AND COMPANY AGREES TO DEFEND, INDEMNIFY, RELEASE, AND HOLD VISITOR HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS OR CAUSES OF ACTION FOR LOSS OF OR DAMAGE TO COMPANY’S PROPERTY AND EQUIPMENT AND FOR INJURY TO OR DEATH OF COMPANY’S EMPLOYEES, REGARDLESS OF THE CAUSE OR REASON THEREOF, INCLUDING WITHOUT LIMITATION THE SOLE NEGLIGENCE, JOINT OR CONCURRENT NEGLIGENCE OF THE INDEMNIFIED PARTY HOWEVER, THE INDEMNIFICATION CONTAINED IN THIS PARAGRAPH SHALL NOT APPLY TO ANY CLAIM OR LIABILITY TO THE EXTENT THAT SUCH CLAIM OR LIABILITY IS ATTRIBUTABLE TO THE WILLFUL MISCONDUCT OF THE INDEMNIFIED PARTY.** For the purposes of indemnification given to Company in this Agreement, “Company” includes Company and its respective parents, subsidiaries, affiliates, co-venturers, and co-lessees, together with all of its and their directors, officers, employees, agents, shareholders, and insurers. Neither party shall be liable to the other party for special, indirect, or consequential damages resulting from or arising out of this Agreement including, without limitation, loss of profit or business interruptions, however same may be caused.

7. Visitor has received key numbered \_\_**N/A**\_\_\_\_\_\_\_\_ from Company to enable access to the Site. Visitor assumes full responsibility for the custody of the key and shall not allow any other person to have access to it. If Visitor has no further need for the key, Visitor shall promptly return it to Company upon demand or upon termination of the right of access by Company. Visitor warrants that the key will not be duplicated or given to any other person. Visitor is wholly responsible for any losses or damages suffered by Company if the key assigned to it is used by any other person. “Key” shall mean keys, badges, or other devices used to access the Site.

8. Visitor shall not assign any of its rights, privileges, duties, or obligations under this Agreement without the prior written consent of Company.

9. Visitor expressly agrees that the release and indemnity provisions hereof are intended to be as broad and inclusive as permitted by applicable law and, that if any portion thereof are held to be invalid, it is agreed that the remainder shall continue in full force and effect. Such release and indemnity provisions shall survive the termination or expiration of this Agreement.

10. Visitor states that he/she has read this Agreement, understands the meaning of the Agreement, and is aware that he/she is releasing personal rights. Visitor further acknowledges that he/she is under no undue duress or threat at the time of the execution of this Agreement.

The parties have executed this Agreement through their authorized representatives to be effective on the **26** day of **February**, **2016.**

**PHILLIPS 66 COMPANY** [**VISTOR NAME**]\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BY: \_\_\_\_\_\_\_Nancy Sadlon\_\_\_\_\_\_\_\_\_\_\_\_\_\_ BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PRINTED NAME: **NANCY SADLON**\_\_\_\_ PRINTED NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TITLE: \_\_\_**PUBIC AFFAIRS Manager** TITLE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE: \_\_**2/26/16**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_