

## **Agreement for External Organization Account**

This Agreement, effective as of the date of the last signature below, is made by and between [insert name of External Organization], located at [insert business address] (“EO”) and Cornell University (“Cornell”).

Whereas, the EO exists solely to support Cornell-related activity, or otherwise serves a mission-related purpose;

Whereas, the EO is unable to open a bank account, lacks dedicated staff, or is otherwise unable to provide financial stewardship of its funds; and

Whereas, Cornell is willing to hold certain EO funds and to serve as agent for payment for certain EO transactions, subject to the terms and conditions of this Agreement.

Now, therefore, the parties agree as follows:

**Term:** The term of this agreement is one (1) year, and may be renewed upon the mutual consent of the parties.

**Authorized Representatives:** For purposes of this Agreement, the Authorized Representatives for the parties are as follows:

For the EO:

Name:

Title:

Tel:

Email:

For Cornell:

Name:

Title:

Tel:

Email:

The EO and Cornell will each promptly inform the other in writing of any changes to its respective Authorized Representative. The EO expressly acknowledges and agrees that Cornell may rely upon the written instructions of the EO Authorized Representative that are duly delivered to the Cornell Authorized Representative with respect to performing the services described herein.

**EO Account Services:** At no charge to the EO, Cornell will establish an internal university account for the EO (the “EO Account”) and hold and disburse funds deposited into the EO Account as directed by the EO Authorized Representative. The EO will remain the owner of the EO Account funds at all times. Upon the

written request of the EO Authorized Representative, Cornell shall provide the account balance of the EO account.

Upon written request from the EO Authorized Representative, Cornell shall process EO Account transactions consistent with the following requirements:

- (1) The EO Account (or an associated account held by Cornell, from which funds will be transferred to the EO Account) contains adequate funds to cover the requested disbursement without incurring a deficit.
- (2) The disbursement request is supported with appropriate documentation. Appropriate documentation may consist of invoices, receipts, or written requests from the EO Authorized Representative.
- (3) When contracting with third parties for goods and services or any other purpose, the EO must ensure that the contract:
  - a. Clearly identifies the EO as an organization independent of Cornell;
  - b. Clearly identifies the EO as the responsible contracting party and Cornell as the agent for payment only; and
  - c. Clearly excludes any liability on the part of Cornell for any act, omission or breach of contract by the EO.
- (4) The EO may not use University form contracts or include university marks or logos in any contracts.
- (5) The EO will be responsible for providing Cornell with all information needed for tax withholding, tax reporting, and other required reporting..

Cornell will not provide tax, financial, insurance, legal, or other professional advice to the EO, and undertakes no obligations to the EO except as expressly described in this Agreement.

The EO shall be solely responsible for managing all aspects of any transaction or contract it may enter into, including (without limitation) responsibility for compliance with the terms and conditions of any of its contracts for goods and services. The EO expressly assumes all risk associated with its own contracts or transactions.

Notwithstanding anything to the contrary herein, Cornell may decline to process any EO Account transaction that violates applicable law, or poses a reputational risk to the university, or is inconsistent with the university's mission, or for other good cause as determined by Cornell in its sole discretion.

**Compliance with Laws and Policies:** The EO shall comply with all applicable federal, state, and local laws and regulations and with all applicable Cornell policies and procedures, expressly including Policy 3.16 (External Organization Accounts). Any EO that receives fundraising support from Cornell Alumni Affairs and Development shall comply with applicable university fundraising policies.

**Sales Tax:** The EO shall not use Cornell's taxpayer identification number or Cornell's tax-exempt status in connection with purchases or sales by the EO, gifts to the EO, or interest or other income of the EO, or any other activity of the EO.

The EO hereby authorizes Cornell to collect and remit sales tax on all sales of taxable goods and services transacted through the EO Account, unless Cornell is provided a properly completed sales tax exemption certificate for the state in which the taxable sale occurred. Cornell shall have sole discretion in determining

whether a proposed sales tax exemption certificate is adequate for sales tax purposes.

If the EO makes a taxable purchase, but the EO's vendor does not charge sales tax, the EO hereby authorizes Cornell to deduct from the EO Account the appropriate amount of use tax, as determined by Cornell in its sole discretion.

If an EO makes a taxable sale, but no sales tax is collected, the EO hereby authorizes Cornell to deduct from the EO Account the appropriate amount of sales tax as determined by Cornell in its sole discretion.

Income from sales to EO's needs to be recorded and all applicable sales taxes need to be collected; for tax on external activity, please refer to Policy 3.10 Recharge Entities, Ithaca Campus Units.

**Indemnification:** The External Organization shall indemnify, hold harmless, and release Cornell, its trustees, officers, employees, and agents from any claim, loss, demand, liability, injury, damage, penalty, cost, or expense of any kind (including reasonable attorney fees) arising from or related to any of the External Organization's activities or the services provided by Cornell under this Agreement, except to the extent caused by the gross negligence or willful misconduct of Cornell.

**Use of Name.** The EO shall not use the name or marks of Cornell to promote or publicize the EO or to suggest any form of endorsement of the EO by Cornell without the prior written consent of Cornell in each instance.

**Termination:** Either party may terminate this Agreement at any time and for any reason upon five (5) days written notice to the other party. Upon termination of this Agreement, Cornell shall remit EO Account funds to the EO within thirty (30) days, provided however that Cornell may reserve amounts equal to the cost of any then outstanding purchase orders or other contractual obligations of the EO.

**Confidentiality.** Neither party shall disclose or exchange confidential or proprietary information with the other party under this Agreement.

**Independent Contractor:** The EO shall not hold itself out as being part of, controlled by, or acting on behalf of Cornell, and shall clarify the independent nature of its relationship with Cornell in all of its business dealings. Nothing herein is intended or shall be construed to establish any agency, partnership, or joint venture between the EO and Cornell.

**Force majeure:** For the purposes of any of the provisions of this Agreement, neither the University nor the EO shall be considered in breach of or in default of its obligations hereunder in the event of any delay in the performance of such obligations due to causes beyond the control of, and without the fault or negligence of, such party, including without limitation acts of God, acts of the public enemy, acts of war or terrorism, acts of the federal government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, severe or inclement weather, shortages in labor, supplies or materials, or delays due to such causes; it being the purpose and intent of this Section that in the event of the occurrence of any such delay, the time or times for performance of the obligations of the party suffering such delay hereunder shall be extended for the period of the delay.

**Governing Law:** This License shall be interpreted according to the laws of the State of New York, without

regard to conflicts of laws principles. Any claims hereunder shall be brought in the state or federal courts serving Tompkins County, New York, to which each party irrevocably agrees.

**Severability.** Should any provision of this Agreement be declared illegal, void, or unenforceable under New York law, or shall be considered severable, the Agreement shall remain in force and be binding upon the Parties hereto as though the said provision had never been included.

**Counterparts.** This Agreement may be executed in one or more counterparts, each of which will constitute an original, but all of which together will constitute one instrument.

**No Waiver.** A delay or failure by Cornell to exercise any rights under this Agreement will not constitute a waiver of that or any other future right.

**Authority.** Each party represents and warrants that it has full power and authority to enter into this Agreement and to be bound by its terms, and that its signatory is authorized to sign on its behalf.

**Integration:** This License represents the complete agreement of the parties hereto with respect to its subject matter and can be amended only in writing with the consent of both parties.

**For Cornell University:**

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

\_\_\_\_\_  
By: [Print Name]  
Title:

**For EO:**

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

\_\_\_\_\_  
By: [Print Name]  
Title: