

AGREEMENT NO. **XXXXX-XXXX**
between
CORNELL UNIVERSITY
and
CORNELL COOPERATIVE EXTENSION
OF _____ COUNTY
under
PRIME AGREEMENT NO.
from
PRIME SPONSOR
CFDA Number

Schedule

Cornell University, (Cornell), enters into this Agreement with, (Association), for the conduct of certain Work, upon the following terms and conditions. This Agreement consists of the Schedule and Exhibit, attached, which is/are made a part of this Agreement for all purposes.

1. Statement of Work. Association shall use best efforts to conduct the work indicated in Exhibit A (the Work).
2. Period of Performance. The period of performance shall extend from to .
3. Estimated Cost. The total estimated cost of performing the Work is \$.00. In no event shall Cornell be liable for reimbursement of any cost which would result in cumulative payment under this Agreement exceeding the total estimated cost unless this Agreement is modified in writing in accordance with 21, Changes.
4. Allowable Costs. The allowability of costs under this Agreement shall be determined in accordance with Office of Management and Budget Circular A-87, "Cost Principles for State and Local Governments," as applicable on the start date of this Agreement and the terms of this Agreement.
5. Budget. The Budget (Exhibit B) lists costs and categories of costs approved to fund the Association's performance of the Work.
6. Voucher Submission. The Association shall submit reimbursement vouchers for approval by the Authorized Representative for Technical Matters on a monthly basis. In order to be eligible for reimbursement, vouchers shall be for allowable, approved costs incurred in accordance with the terms of this Agreement. Association shall keep all backup documentation such as original receipts, invoices, timecards, etc. for provision on request. Cornell must be in receipt of all invoices

under this Agreement, including the final voucher, no later than 30 days after the termination of this Agreement. An authorized representative of the Association shall certify on each invoice that the costs for which reimbursement is requested are the actual costs as recorded in Association's records and as expended for the Work actually performed in accordance with the terms of this Agreement.

7. Payment. Payment for allowable, approved expenses shall be made upon receipt of voucher. Payment shall be contingent upon the availability of funding from the Prime Sponsor under the Prime Agreement, and upon Association's compliance with the terms and conditions, including the interim and final reporting requirements, of this Agreement. All payments shall be subject to correction and adjustment upon audit or any disallowance. The Association is solely responsible for reimbursing Cornell for amounts paid the Association but disallowed under the terms of this Agreement.
8. Audit. Cornell or its duly authorized representatives shall, until three years after final payment under this Agreement, have access to any of the Association's records related to this Agreement for the purpose of conducting audits. The period of access for records relating to (1) appeals under a dispute, (2) litigation or settlement of claims arising from the performance of this Agreement, or (3) costs and expenses of this Agreement to which Cornell or a duly authorized representative has taken exception shall continue until such appeals, litigation, claims, or exceptions are disposed of.
9. Reports. Association shall furnish reports of findings and progress made under this Agreement in accordance with the following: Association shall furnish a final report within 60 days of termination of this Agreement.
10. Authorized Representatives.

Technical matters.

For Association:

For Cornell:

Business matters.

For Association:

use the materials developed by the Association during the performance of the Work. "Materials" shall mean recorded information, regardless of form or medium in which recorded.

15. Publications. The Association shall be free to publish results of the Work provided that review copies of materials intended for publication are submitted to the Authorized Representative for Technical Matters prior to publication. The Association agrees to give review comments serious consideration prior to publishing and to include the following statement in any publication resulting from the Work: ***"This publication was supported by an Agreement with Cornell University, Department of , under Agreement No. from the ."***
16. Independent Contractor. In the performance of this Agreement, the Association shall be deemed to be and shall be an independent contractor and, as such, shall not be entitled to any benefits applicable to employees of Cornell.
17. Assignment. The Association may not assign, transfer or subcontract any part of this Agreement, any interest herein or claims hereunder, without the prior, written approval of Cornell.
18. Termination. This Agreement may be terminated by either the Association or Cornell upon 30 days written notice. In the event of termination, the Association will be reimbursed for all allowable, approved costs and non-cancelable commitments incurred prior to notice of termination in accordance with the terms of this Agreement. Upon termination, the Association shall refund to Cornell any unexpended or unobligated balance of funds advanced.
19. General Release. Association's acceptance of payment of the final voucher under this Agreement shall release Cornell from all claims of the Association, and from all liability to the Association concerning the Work, except where such claims or liabilities arise from any negligent act, error or omission of Cornell.
20. Use of Name. Neither the Association nor Cornell shall make use of this Agreement, or use the other's name or that of any member of the other's staff for publicity or advertising purposes without prior written approval of the other party.
21. Changes. By mutual agreement, the Association and Cornell may make changes to the Work and to the terms of this Agreement. Any such changes shall be in the form of a written amendment signed by authorized contractual representatives of the Association and Cornell.
22. Entire Agreement. This Agreement is the complete agreement of the Association and Cornell and supersedes all prior understandings regarding the Work.

IN WITNESS WHEREOF, the respective parties have executed this agreement on the dates indicated below.

CORNELL UNIVERSITY

CORNELL COOPERATIVE EXTENSION
OF _____ COUNTY

Date

Date