

Memorandum of Understanding

Between

ABC AGENCY, INC.
and

Cornell University
on behalf of the
*K. Lisa Yang and Hock E. Tan Institute
on Employment and Disability*

This Memorandum of Understanding ("MOU") extends the terms and understanding between the ABC AGENCY, INC. ("ABC Agency") and the Cornell University ("University"), on behalf of the Yang-Tan Institute on Employment and Disability (YTI), each a "Party" and collectively **"Parties."**

WHEARAS, the Parties desire to extends an agreement to partner on the *Speak Up Youth Empowerment* Training" project ("*Speak Up*"); and

WHEREAS, the Parties desire to memorialize certain terms and conditions of their anticipated endeavor;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

Purpose and Scope. The Parties intend for this MOU to provide the foundation and structure of the Speak Up project and encourage an atmosphere of collaboration and alliance in support of an effective and efficient partnership to establish and maintain the objectives and commitments in all matters related to the to the *Speak Up* project, as described in Article 1. This agreement extends the formal agreement between the two Parties. In addition, there will be a financial obligation between the Parties.

WHEREAS, the effort contemplated by this MOU is basic research and discovery, the results of which are ordinarily published and shared within the scientific community, and

WHEREAS, such basic research and discovery is of mutual interest and benefit to University and to ABC Agency and will further instructional and/or research objectives of the University in a manner consistent with its status as a non-profit, tax-exempt, educational institution;

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, the Parties hereto agree to the following:

1. Objectives. The Parties agree as follows:

- a) The Parties shall work together in a cooperative and coordinated effort so as to bring about the achievement and fulfillment of the purpose of the *Speak Up* project.

- b) The Parties shall mutually contribute and take part in any and all phases of the planning, development, and implementation of the *Pro Se* project to the fullest extent possible with the purpose of providing three-months of one-on-one and group mentoring for at-risk youth and young adults (ages 14-24) with disabilities, through a free, online program from Cornell University, which will provide a certificate of completion to those who complete the program.
- c) The Parties will work towards the following shared goals:
 - 1. YTI and ABC Agency will collaborate to identify and train Cornell undergraduate mentors, and match mentors and mentees
 - 2. ABC Agency will screen and hire selected mentors, and distribute stipends to mentors
 - 3. ABC Agency will refer at-risk youth and young adults, such as those impacted by prior justice involvement, to participate in three- months of weekly 1:1 and biweekly group mentoring opportunities conducted online via Zoom or other online platforms
 - 4. YTI and ABC Agency will collaborate to supervise and coordinate mentor-mentee matching and mentor service delivery and scheduling
 - 5. ABC Agency will purchase and disseminate participant incentives to mentees
 - 6. ABC Agency will check in with mentees to make sure mentoring services are going as planned and confidentiality, professionalism, and learning goals are being met
 - 7. YTI will engage in continuous program improvement based on professional judgment and an evaluation questionnaire for Cornell undergraduate mentors
 - 8. YTI and ABC Agency will collaborate to perform program closeout with mentors and mentees at the end of the three month period

2. Term. This Agreement shall extend the original agreement that began on October 1, 2021 and continue until satisfactory completion of the project.

3. Costs and Payments. It is agreed to and understood by the Parties that University shall be reimbursed in U.S. Dollars for all costs incurred in connection with the Project up to the amount of \$15,000 ("Project Cost") as established by the budget in Exhibit A, which is incorporated herein. University may reallocate funding within and among budget categories for allowable Project-related costs, as needed and without ABC Agency's approval, provided that the work as described in Article 1 remains unchanged.

ABC Agency shall not be liable for any payment in excess of the Project Cost unless this Agreement is modified in writing. Within ninety (90) days after the termination of this MOU, University shall submit a final financial report setting forth costs incurred. The report shall be accompanied by a check in the amount, if any, of the excess of funds advanced over costs incurred.

University shall submit invoices to ABC Agency no less than quarterly, but not more frequently than monthly to:

Jane Doe
Finance Officer, ABC Agency, Inc.
111 Any Street Suite 000
City, State zip code
Email: JaneDoe@abcagency.net

Emailing invoices is satisfactory. To be eligible for reimbursement, invoices shall be for costs incurred as established by the budget, in accordance with the terms of this Agreement,

University policies and OMB Uniform Guidance Subpart E and shall display expenses for reimbursement by budget category. Payment shall be made upon receipt of invoice. All checks shall be made payable to Cornell University and sent to:

Cornell University
Sponsored Financial Services
P.O. Box22
Ithaca, NY 14851-0022.

- 4. Termination.** This Agreement may be terminated at any time by either Party upon 30 days written notice to the other Party. In the event of termination, University will be reimbursed for all expenses and non-cancellable commitments incurred in accordance with the terms of this Agreement prior to the date of termination. In no event shall the liability of ABC Agency exceed the Project Cost.
- 5. Confidential Information.** "Confidential Information" means confidential, scientific, business or financial information that is marked or designated in writing as "Confidential", or if disclosed orally, is identified as confidential at the time of disclosure and confirmed in written summary form within thirty (30) days of oral disclosure. For a period of two years, each Party will keep confidential any such information provided to it by the other Party and the receiving Party will use such information only for purposes of analyzing and effectuating the Project contemplated by this MOU. The receiving Party retains the right to refuse to accept any Confidential Information that it does not consider to be essential to the completion of the Project. In the event that the Project does not occur for any reason, each Party will return to the other Party any and all originals and copies of documents which contain Confidential Information, and each Party's duty of nondisclosure will continue. However, the Parties understand and agree that it may be necessary to disclose certain Confidential Information required by any government authority as part of any grant or loan provided by such government authority for the Project described in this MOU. Neither Party may disclose the contents of this MOU or make any public announcement concerning the proposed Project without the prior written consent of the other Party. These limitations shall not preclude the University from including ABC Agency's name, project title, Principal Investigator, Term and Project Costs in its publicly-available listing of sponsored projects.
- 6. HIPAA.** The Parties agree to respect the confidential nature of all information that they may have access to and will not disclose any protected health information in accordance with applicable law.
- 7. Indemnity.** The Parties each agree to indemnify and hold harmless the other Party, its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the sole and direct negligent acts or omissions of the indemnifying Party, its respective successors and assigns that occurs in connection with this Agreement. This section remains in full force and effect after termination of the Agreement by its natural termination or the early termination by either Party.
- 8. Limitation of Liability.** Under no circumstances shall either Party be liable to the other Party or any third party for any damages resulting from any part of this Agreement such as, but not

limited to, loss of revenue or anticipated profit or lost business, costs of delay or failure of delivery, which are not related to or the direct result of a Party's negligence or breach.

9. Severability. In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.

10. Legal and Binding Agreement. This Agreement is legal and binding between the Parties, as stated above. Both Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party will not violate or infringe upon the rights of any third-party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation.

11. Entire Agreement. The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both Parties.

The Parties agree to the terms and conditions set forth above as demonstrates by their signatures as follows:

ABC AGENCY, Inc.

Signed _____ Date

Cornell University, on behalf of the Yang-Tan Institute on Employment and Disability

Signed _____ Date

Exhibit A
Cornell Budget - Contract Extension
Total Budget

Mentor Stipends: \$12,712.00

Indirect Costs (18%): \$2,288.00

Total Budget: \$15,000

Note: Funding for the participant incentives mentioned in the MOU was provided under the original agreement, prior to this contract extension.