

SHIPPENSBURG UNIVERSITY STUDENT SERVICES, INC.

AGENCY FUND AGREEMENT

This Agreement outlines the terms and conditions governing the administration of accounts opened by Shippensburg University student groups, Shippensburg University departments and Shippensburg University offices, collectively referred to as Agency Fund Accountholders (AFAH), who open Agency Fund Accounts (AFA) with Shippensburg University Student Services, Inc. (SUSSI.) AFAHs may deposit and withdraw funds in accordance with the terms and conditions outlined in this agreement.

ELIGIBILITY FOR AGENCY FUND ACCOUNT

Student groups that are in good standing and are Student Government Association (SGA) recognized or are SGA campus registered, Shippensburg University departments and Shippensburg University offices are eligible to open and maintain an AFA with SUSSI.

REQUIRED DOCUMENTATION

AFAH are required to maintain a current signature card on file with SUSSI, with specimen signatures for all authorized students', advisors' and employees' signatures. Student groups' AFAH signature cards must include the group's treasurer as one of the account signors. The treasurer must also be listed as the treasurer of the student group on the group's roster filed with SGA. The treasurer's signature will attest that any other signors on the signature card are authorized to deposit or withdraw funds from the AFA. A new signature card will be required when a student group's treasurer changes. Any Shippensburg University employee may be a signor on an account opened for a Shippensburg University department or office. AFAH are responsible for keeping its signature card updated when there are changes in authorized signors.

AGENCY ACCOUNT FUNDS

AFA are for holding funds the AFAH raises through their group's activities (i.e. dues and fees, fundraising income, prizes or awards from competitions). If applicable, a fund-raising event must be approved by SGA. AFAH may not raise funds through the sale of alcohol, tobacco or activities that violate Pennsylvania law or Shippensburg University rules, including, but not limited to, Pennsylvania law governing games of small chance. Funds raised by activities funded by SGA and designated to meet a group's budgeted income commitment are not to be deposited to the AFA. AFA are non-interest earning accounts.

FUNDS ADMINISTRATION

Money raised or collected by a SGA recognized or campus registered student group must be deposited into an AFA or with SUSSI to meet the group's budgeted income commitment. Student groups are not permitted to have off campus bank accounts. Exceptions to the off-campus banking prohibition may be granted by the Executive Director of SUSSI on a case-by-case basis.

DEPOSITS

Upon submission of cash and checks for deposit into an AFA, SUSSI shall issue a cash receipt to the AFAH. All submitted cash and checks will be credited to the AFA account. AFA funds will be deposited and held in SUSSI bank and other financial institution's accounts as determined by the Executive Director of SUSSI. The accounts will not be pledged for AFAHs or kept separate from SUSSI's general operating accounts. All deposited items (such as checks or counterfeit currency) returned by the bank shall be debited from the AFAH's AFA. Any collection procedures against the returned items shall be the responsibility of the AFAH. Any service charges resulting from items returned by the bank shall be charged to the AFAH's AFA. SUSSI will communicate to the applicable student group or department of any items returned by the bank.

EXPENDITURES

Disbursement of funds will be made upon submission of either a SUSSI Expenditure Request Form, SUSSI Request for Petty Cash – Department of Athletics or SUSSI Petty Cash Voucher. The name of an authorized signor for the AFA must be printed, signed and dated on the form. The purpose of the disbursement shall be included on the request, noting the event, date and time of event, location of event or the reason for purchasing supplies, food or other items. Request for disbursement of funds shall include supporting documentation of the expenditure such as receipts, invoices, proof of payment and similar audit trail documents sufficient to satisfy SUSSI's Executive Director, who may request additional support before disbursing funds. Requests for funds shall be made at the SUSSI Office, CUB 204, during business hours Monday to Friday 8:00 am to 4:00 pm. The office will remain open and accept requests for expenditures until 4:30 pm at times student are on campus for class during the spring and fall semesters.

Funds may be used for any activity or purchase that supports the group's activities and events, except for the purchase of alcohol, tobacco or other items and services that violate Federal, Pennsylvania or Shippensburg University laws, rules or policies. SUSSI reserves the right to deny requests for expenditures that are not consistent with this policy. The Executive Director of SUSSI's judgement and decision will be final on all request for disbursements.

AFAH are encouraged to pay all invoices, contractual payments and expenses on a timely basis. Any invoice or contractual payment in SUSSI's name shall be submitted to the SUSSI office for disbursement within 10 days of receipt. SUSSI will pay all invoices and contractual payments prior to the due date. If an invoice or contractual payment is submitted after the due date on the invoice, the payment will be

made within 10 calendar days and any fees assessed due to late payment will be at the expense of the AFAH.

Request for disbursements that will exceed the balance in the AFA will not be made. SUSSI will send an e-mail to the AFA's treasurer to notify them of the denied request. No expenditure of funds from the AFA shall be allowed until the account is determined to have sufficient funds.

PURCHASE ORDERS

Requests for purchase orders shall be delivered to SUSSI Office, CUB 204 during business hours listed in the Expenditure section of this agreement. Supporting documentation, such as work orders, estimates, quotes and similar audit trail documents shall be attached to purchase order requests. Purchase order requests shall include the purpose of the expenditure as listed in the Expenditures section of this agreement. Purchase orders must have the name of an authorized signor, including their name printed, signed and dated. Purchase orders shall be ready for pick up in the SUSSI office, during normal business hours, no later than three days after received by SUSSI. Funds will be encumbered and not be available for other use at the time the purchase order is approved by SUSSI.

DONATIONS

The solicitation, acceptance and deposit of donations and contributions for Shippensburg University are handled by the Shippensburg University Foundation (SUF). In order for the donor to receive a tax receipt for their contribution, the donation needs to be received by SUF. No funds that are donations or contributions to Shippensburg University shall be deposited in an AFA. Except for the Shippensburg University Athletic Department, there is no prohibition of accepting and depositing donations for the benefit of the AFAH's group. The Executive Director of SUSSI will make the final determination.

FINANCIAL REPORTS

Upon request, the AFAH may request a financial report of all accounting activity posted to their AFA during any specified time frame. SUSSI will provide the financial report as needed. Questions on transactions processed by SUSSI will be directed to the SUSSI Office Manager. SUSSI will make corrections and/or adjustments to completed and posted transactions only with the approval of the Executive Director of SUSSI and sufficient evidence that there was an error.

TRAINING AND SUPPORT

Any AFAH can ask and will receive help with the maintenance and activity in their AFA from SUSSI staff, CUB 204. SUSSI will also help when AFA's are open and when new officers/members transition onto the AFA account as signors.

INACTIVE AGENCY ACCOUNTS

If for one fiscal year, there are no transactions on the AFA, the balance in the account will be transferred to a SUSSI suspense agency account. Notice to all AFAH will be e-mailed to each prior to August 31. If no response is received from the AFAH, then between October 1 and October 15 the funds from the inactive account will be transferred to the SUSSI suspense agency account. A second notice will be e-mailed to all AFAH during the month of November and a third notice during the month of February. If the balance remains in the suspense agency account on June 30, they will be transferred to an AFA belonging to a club or organization with similar goals or values, if no such account is identified, then the funds will be transferred to the SGA AFA for use by the student government. **By signing this agreement, you authorize the balance of your account to be transferred to another AFA, as determined by the Executive Director of SUSSI, after two fiscal years of no activity.**

TAX PAYER STATUS

The execution of this agreement does not confer federal tax exempt status upon the AFAH. An AFAH may request a Pennsylvania Exemption Certificate for exemption of Pennsylvania state or local sales and use tax when purchasing merchandise or services with funds from the AFA.

LIABILITY FOR EVENTS AND ACTIVITIES

With the exception of prohibited transactions listed in the AGENCY ACCOUNT FUNDS section and EXPENDITURES section of this agreement, funds deposited to AFAs are not under the programmatic or budgetary control of the SGA or SUSSI. SUSSI assumes no liability for events and activities sponsored by the AFAH and for which AFA funds are used. The AFAH agrees to indemnify and hold harmless SUSSI, its directors, officers, agents and employees from any and all losses, costs of any nature or description whatsoever, accruing or resulting to the AFAH in connection with any and all activities sponsored in part or in whole through the use of funds held in the AFA. The AFAH also agrees to indemnify and hold harmless SUSSI, its directors officers, agents and employees from any and all claims and losses accruing or resulting to any person, firm or corporation, which may involve injury or death to any individual, individuals or damage to any property, due to the actions of the AFAH's officers, agents, employees or members in the performance of any and all activities sponsored in part of in whole through the use of funds held in the AFA.

TERMINATION OF AGREEMENT

This agreement may be terminated by SUSSI upon written notice to the treasurer of the AFA. SUSSI shall, within ten calendar days remit the balance of the funds in the AFA to the treasurer of the AFA. The AFAH may terminate this agreement upon written notice to the Executive Director of SUSSI and there being a zero balance in the AFA or written direction from the AFA treasurer to transfer remaining funds to SGA's AFA.