



FINANCIAL SERVICES

AGENCY FUND ADMINISTRATION AGREEMENT

In compliance with the Integrated California State University Administrative Manual (ICSUAM) Policy 1401.00 and the authorization of the University President for Associated Students, Inc. (ASI) to serve as administrator for the Agency Fund (on-campus accounts for registered student organizations), this Agreement outlines the terms and conditions governing the administration of student organization funds in the ASI Financial Services Office and the services provided to Agency Fund Account holders (AFAs). Student organization account holders are required to fully comply with the terms and conditions outlined in this Agreement in order to open and maintain their accounts in ASI Financial Services.

ELIGIBILITY FOR AGENCY FUND ACCOUNT

Student organizations which are registered with the University Office of Student Life and Cultural Centers (OSLCC) and are in good standing are eligible to open and maintain an Agency Fund Account (AFA) in ASI Financial Services. AFAs are non-interest earning accounts.

SIGNATURE CARDS

AFA holders are required to maintain a current signature card on file with specimen signatures for all authorized student and advisor signors. AFA holders are responsible for keeping its signature card updated when there are changes in authorized signors.

AGENCY ACCOUNT FUNDS

Funds that are held in Agency accounts include membership dues and fees, prizes/awards from competitions, and fundraising income, including monies generated through food sales, item sales, ticket charges for University-approved programs, revenue from University-approved volunteer activities and similar means. Student organization funds may not be raised through the sale of alcohol or tobacco products.

FUNDS ADMINISTRATION

Monies collected in the name of the student organization must be maintained in an ASI AFA. Cal Poly Pomona does not allow student organizations to maintain off-campus bank accounts. Exceptions to the on-campus banking requirement and other funds administration rules may be granted by the University Chief Financial Officer (CFO) on a case-by-case basis. At no time shall a student organization deposit funds into an unauthorized bank account.

Student organization bank accounts cannot be used to hold funds on behalf of other student organizations. Funds may be held by a student organization on behalf of another external organization only on a temporary basis, in conjunction with a fundraising event where a check for the proceeds will be issued to the outside organization. For example, a student organization has a fundraiser for the American Red Cross where funds will temporarily remain in the student organization's bank account until

the net proceeds from the event are reconciled and a check request is submitted to remit the funds to the Red Cross.

DEPOSITS

Upon submission of cash and checks, ASI shall issue a cash receipt to the AFA. Cash receipts shall be credited to the AFA's account. Items returned by the bank for any reason shall be debited from the AFA's account. Collection procedures against returned items shall be the responsibility of AFA. Any service charges resulting from items returned by the bank shall be charged to the AFA's account.

DONATIONS

The solicitation, acceptance, and deposit of donations and contributions are governed by University policy. The Cal Poly Pomona Foundation (CPPF) is authorized, per a Master Agreement, to receive donations on behalf of the University. In order for CPPF to receive donations for registered student organizations and for University Advancement to issue a tax receipt, the check must be made out to CPPF and the student organization must have a CPPF account to receive donations. Student organizations must go through their college or division to set up a CPPF account that can accept donations.

CASH HANDLING PROCEDURES

All AFA holders are required to comply with prescribed cash handling policy & procedures. Any violation of these cash handling policy & procedures shall be reported to the University and potentially jeopardize the registration status of the student organization or have the students involved subject to disciplinary action, as appropriate.

EXPENDITURES FROM ACCOUNT

All disbursements from Agency Accounts must comply with the purpose(s) indicated on the Application and comply with ASI, University and CSU policies. Funds may not be used for faculty and staff salary & fringe benefit expenses, hazing activities or for the purchase of alcohol, tobacco, or other such items that violate the University and auxiliary policies.

All invoices shall be paid no later than 60 days from the date of receipt. ASI reserves the right to deny requests for expenditures that are not consistent with the purpose(s) for which the account was established and are not in compliance with ASI, University and CSU policies.

CHECKS AND PURCHASE ORDERS

Upon submission of a properly executed Disbursement Request (DR) or Purchase Order (PO) Request, ASI shall issue checks or purchase orders as instructed against the AFA's account. A completed DR is required to include supporting documentation such as receipts, invoices, proof of payment and similar audit trail documents. Checks shall be ready for disbursement after a minimum of four (4) business days following receipt of the completed DR.

Supporting documentation such as work order estimates, quotes and similar audit trail documents shall be attached to Purchase Order Requests. Purchase Orders shall be ready by the next business day.

FINANCIAL REPORTS

Upon request, the ASI shall issue to AFA holder a financial report of all accounting activity posted to the Agency account through the date indicated. Questions on transactions processed by the ASI will be directed to the Agency Fund Accounts Payable Specialist. The ASI will make corrections and/or adjustments to completed and posted transactions only with the approval of the ASI Director of Financial Services.

TRAINING SUPPORT

ASI Financial Services collaborates with OSLCC in providing training to the treasurers and other executive officers of student organizations annually.

ADMINISTRATION FEE

In consideration for the services described herein, ASI shall be entitled to an Agency Fund administration fee, per the annual budget approved by the ASI Senate and University. The administration fee due to ASI shall be automatically debited from the general Agency Trust Fund Account. Each AFA shall not be assessed an administration fee.

OVEREXPENDITURE OF ACCOUNT

All disbursements from AFAs shall be fully covered by the current account balance. Otherwise, ASI reserves the right to deny requests for checks or P.O.'s from the account for which there is no sufficient balance. No expenditure of funds from the AFA shall be allowed until the account is determined to have sufficient funds.

INACTIVE AGENCY ACCOUNTS

If for one fiscal year, there are no transactions on the AFA, the balance in the account shall be transferred to a suspense account. Notice shall be issued to AFA holder 30 days prior to the transfer. Funds shall be held in the suspense account for a period not to exceed three fiscal years, after which they shall be transferred to the account or designated purpose indicated in their charter documents on file with OSLCC.

TAX PAYER STATUS

The execution of this agreement does not confer tax exempt status upon the AFA holder by virtue of this Agreement with ASI with ASI.

LIABILITY FOR EVENTS AND ACTIVITIES

Funds deposited to AFAs are not under the programmatic or budgetary control of ASI. Accordingly, ASI assumes no liability for events and activities sponsored by the AFA holder and for which AFA funds are used. The AFA holder agrees to:

1. Indemnify and hold harmless ASI, its officers, agents and employees from any and all losses, costs, damages of any nature or description whatsoever, accruing or resulting to AFA in connection with any and all activities sponsored in part or in whole through the use of funds held in the AFA.

2. Indemnify and hold harmless the ASI, its 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/s or damage to any property, due to the actions of the AFA officers, agents or employees in the performance of any and all activities sponsored in part or in whole through the use of funds held in the AFA.

TERMINATION

This agreement may be cancelled by either party upon delivery of written notice thereof. The AFA holder shall allow seven business days for remittance of remaining funds in its account by ASI.

ACKNOWLEDGEMENT BY AUTHORIZED SIGNERS

| Title | Dept, College, Division or Organization | Type or Print Name | Date | Signature |
|--------------------------|---|--------------------|------|-----------|
| Advisor 1 | | | | |
| Advisor 2 | | | | |
| Advisor 3 | | | | |
| President/Chair | | | | |
| Treasurer | | | | |
| Other Authorized Signors | | | | |