

**AGREEMENT BETWEEN THE UNITED STATES OF AMERICA
AND CORNELL UNIVERSITY**

I. DEFINITIONS

The terms used in this Agreement shall have the following meaning:

- a. "Assistant Attorney General" means the Assistant Attorney General for the Civil Rights Division within the United States Department of Justice ("DOJ").
- b. "Civil Rights Law[s]" means Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, *et seq.*, Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681 *et seq.*, and Section 1557 of the Patient Protection and the Affordable Care Act, 42 U.S.C. § 18116.
- c. "EEOC" means the United States Equal Employment Opportunity Commission.
- d. "Ed." means the United States Department of Education.
- e. "Ed. OCR" means the United States Department of Education's Office for Civil Rights.
- f. "HHS" means the United States Department of Health and Human Services.
- g. "HHS OCR" means United States Department of Health and Human Services' Office for Civil Rights.
- h. "NIH" means the National Institutes of Health.
- i. "DOD" means the United States Department of War, which was formerly known as the United States Department of Defense.
- j. "USDA" means the United States Department of Agriculture.
- k. "Investigations" means those investigations and inquiries opened by the United States into Cornell including but not limited to inquiries opened by HHS OCR, Ed. OCR, and the DOJ Civil Rights Division into Cornell.
- l. "Parties" means Cornell and the United States of America.
- m. "United States" means the United States of America.
- n. "Cornell" or "University" means Cornell University.
- o. "Terminated Grants" means all awards made to Cornell or its faculty and researchers that have been terminated by the United States after January 20, 2025, including grants subject to Stop Work Orders.
- p. "Non-Terminated Grants" means those grants awarded to Cornell or its researchers and faculty other than the Terminated Grants.
- q. "Released Claims" means any pending Investigations and claims by the United States, including but not limited to HHS OCR, Ed. OCR, and DOJ. Released Claims are limited to conduct occurring before the Effective Date.
- r. Nothing in this Agreement prevents the United States from conducting subsequent compliance reviews or investigations related to any conduct occurring after the Effective Date or breaches of this Agreement, consistent with established procedural requirements.

II. TERMS OF AGREEMENT

1. This Agreement represents the entire agreement between the United States and Cornell with respect to the subject matter hereof.
2. This Agreement is not an admission in whole or in part by either party. Cornell expressly denies liability with respect to the subject matter of the Investigations.
3. This Agreement shall become effective upon execution by all the Parties (the "Effective Date").
4. The duration of this Agreement will be from the Effective Date until December 31, 2028.
5. Both Parties affirm the importance of and their support for academic freedom. The United States does not aim to dictate the content of academic speech or curricula, and no provision of this Agreement, individually or taken together, shall be construed as giving the United States authority to dictate the content of academic speech or curricula.
6. Both Parties affirm the importance of and their support for civil rights. Cornell affirms its commitment to complying with federal civil rights laws and agrees to include the Department of Justice's "Guidance for Recipients of Federal Funding Regarding Unlawful Discrimination" of July 29, 2025 as a training resource to faculty and staff so long as that Guidance remains operative.
7. The United States acknowledges the efforts Cornell has made prior to the date of this Agreement to provide information to the Assistant Attorney General and to comply with the Civil Rights Laws. Cornell affirms its commitment to compliance with the Civil Rights Laws as a term of this Agreement and agrees to comply with said laws. The United States, therefore, agrees that it will close the Investigations, and shall treat Cornell as eligible for grants, funding, contracts, and awards on the same basis as other universities, and no less favorable than those available to any other university.
8. In consideration for entering into this Agreement, all Terminated Grants to Cornell from HHS, including the United States Public Health Service and its constituent agency, NIH, DOD, USDA, and other federal agencies, are hereby restored by the United States (the Restored Grants), effective as of the date of termination of each Restored Grant. Additionally, all grants that have been unfunded due to Cornell being deemed ineligible for funding will be restored in full.
9. Cornell shall provide the United States with anonymized undergraduate admissions data consistent with 34 C.F.R. § 100.6 and similar regulations broken down by Cornell's individual colleges and schools, race, grade point average, and performance on standardized tests, on a quarterly basis, in a form permitting statistical analyses for each year of the Agreement. Admissions data will also be subjected to a comprehensive audit by the United States. This information will be maintained confidentially and exempt from public disclosure and subject to pre-disclosure notification and an opportunity to object to disclosure under the Freedom of Information Act, to the fullest extent possible by law.
10. Cornell's president shall certify under penalty of perjury each quarter Cornell's

full compliance with all the provisions in this Agreement.

Such certification will state:

I, _____, President of Cornell University, hereby certify, to the best of my knowledge, and after reasonable review and investigation, that Cornell University has maintained and implemented policies and procedures as well as training programs to ensure material compliance with the Agreement between the United States and Cornell University [Effective Date].

The United States may make such inquiries as it deems necessary to verify the accuracy of such certification.

11. The United States shall further:

- a. In the ordinary course, and as soon as reasonably practicable, but no later than five days after the Effective Date, enable Cornell to draw-down all payments consistent with the approved budgets for each grant, including but not limited to overdue payments, on the Restored Grants and the Non-Terminated Grants, including the timely renewal of relevant non-competing grants in the ordinary course and consistent with past practice, and confirm that, in relation to the conduct covered and released under this Agreement, no grant funding will be withheld and no grants will be terminated in the future.
- b. Fairly consider all applications for federal funding submitted by Cornell, whether for grants, contracts, or cooperative agreements, in the ordinary course, without disfavored or favored treatment.
- c. Permanently close any and all pending Investigations and compliance reviews by DOJ, HHS, and Ed. regarding Cornell's compliance with anti-discrimination laws, including Title VI's prohibition against discrimination based on race in undergraduate admissions, and Title VI's and/or Section 1557's prohibition against discrimination based on national origin, including shared ancestry; and permanently close any and all pending Investigations, compliance reviews, or inquiries by the DOJ Civil Rights Division regarding Cornell's compliance with Title VI's prohibition against discrimination based on race in admissions.

12. With the exception of actions to enforce this Agreement, the United States agrees not to institute any civil action or other adverse agency action against Cornell, its officers, Corporation members, directors, agents, and employees (the "Cornell Releasees") based on the Released Claims. The United States releases the Cornell Releasees from any liability related to the Released Claims. The United States is not releasing Cornell or the Cornell Releasees from any other liability.

13. Agriculture was a major catalyst for Cornell's creation in 1865 and it has remained the preeminent institution in agriculture, farming, and related studies. Cornell has a history of working with governments at all levels including our federal government to support America's farmers. For example, the Hatch Act of 1887 established

research farms – called “experiment stations” – across the United States to support research on food production and farming techniques. It also created a funding stream to support agricultural research. Cornell established the Cornell Agricultural Experiment Station, on its Ithaca campus, the New York state Agricultural Experiment Station in Geneva, New York, now named Cornell AgriTech, and the Animal Health Diagnostic Laboratory. Cornell also created its College of Agriculture, and later added the Cornell Cooperative Extension system in 1955, and Cornell expanded its teaching and research in farming and agriculture and its commitment to America’s farmers in several other ways. Since its founding, Cornell has worked hand-in-hand with farmers and food producers to help make American agriculture the most productive in the world, and Cornell’s partnership with America’s farmers greatly contributed to the United States’ rise as an economic superpower. Cornell’s College of Agriculture and Life Sciences and College of Veterinary Medicine continue to advance Cornell’s longstanding commitment, shared with the United States, to promote and support U.S. farmers. To that end, and in settlement and compromise of the Released Claims in this Agreement, Cornell shall invest the sum of Thirty Million Dollars (\$30,000,000), payable in equal installments, over the three years following the Effective Date, in research programs that will directly benefit U.S. farmers through lower costs of production and enhanced efficiency, including but not limited to programs that incorporate AI and robotics, such as Digital Agriculture and Future Farming Technologies. These additional resources demonstrate Cornell’s and the United States’ longstanding commitment to assist America’s farmers.

14. In consideration for entering into this Agreement, Cornell shall pay the United States the sum of Thirty Million Dollars (\$30,000,000), payable in equal installments over three years. The first payment will be made within thirty (30) days of the Effective date, and each subsequent payment shall be made on the anniversary of the Effective Date.
15. To ensure its ongoing compliance with Title VI and Section 1557, Cornell will continue to conduct annual surveys to evaluate the campus climate for Cornell students, including the climate for students with shared Jewish ancestry. The surveys shall, among other questions deemed appropriate by Cornell, ask students whether they feel welcome at Cornell; whether they feel safe reporting antisemitism at Cornell; and whether they believe the changes Cornell has made since October of 2023, including changes to policies and standard operating procedures, changes to nondiscrimination training, and previous climate surveys, have benefited the Cornell community.
16. Cornell shall continue to comply with all foreign gift and contract reporting obligations, including under Section 117 of the Higher Education Act of 1965 (20 U.S.C. § 1011f). Cornell will comply with reasonable and lawful requests from the United States for information related to foreign funding sources. Cornell understands that its foreign funding reports must be submitted in a timely manner, must accurately indicate the true country of origin of the foreign gift or contract, and must accurately identify whether the foreign source is a governmental or nongovernmental entity.
17. Cornell will, as needed, engage experts on laws and regulations regarding sanctions enforcement, anti-money laundering, and prevention of terrorist financing

(including laws and regulations applicable to sanctioned countries and individuals) and will adopt, modify and enforce policies and procedures designed to ensure compliance with such laws and regulations applicable to Cornell.

18. Cornell acknowledges that failure to adequately report Section 117 gifts and contracts is a violation of its participation in the Higher Education Act programs and Program Participation Agreement under 20 U.S.C. § 1094(a)(17). Therefore, in addition to obtaining records and employee interviews under 34 C.F.R. § 668.24 in furtherance of any investigation about the sufficiency of Cornell's Section 117 reporting, Cornell acknowledges that the Secretary of Education is authorized under 20 U.S.C. § 1097a to require by subpoena the production of information, documents, reports, answers, records, accounts, papers, and other documentary evidence pertaining to participation in any program under Title IV of the Higher Education Act. Consistent with applicable law, Cornell understands that the Secretary of Education is also authorized to share such records with other agencies of the U.S. Government for law enforcement and other lawful purposes.
19. Nothing in this Agreement affects in any way the Equal Employment Opportunity Commission ("EEOC")'s authority to bring, process, investigate, litigate, or otherwise seek relief in any charge filed by individual charging parties or third parties that may be filed against Cornell after the Effective Date of this Agreement, in accordance with standard EEOC procedures, including individual or third-party charges filed after the Effective Date of the Agreement but which may allege conduct that occurred before the Effective Date of the Agreement. Nothing in this Agreement applies to any currently pending EEOC charges brought by individual charging parties or third-parties against Cornell.
20. Nothing in this Agreement prevents the United States, during the pendency of this Agreement, from conducting new compliance reviews or investigations or otherwise seeking information related to alleged violations of Civil Rights Laws arising after the Effective Date.
21. Any action brought by either party to enforce this Agreement must be brought in the United States District Court for the Northern District of New York. The parties agree that this court shall be exclusively appropriate as to both venue and jurisdiction over this Agreement.
22. This Agreement may be executed in multiple counterparts, each of which together shall be considered an original but all of which shall constitute one Agreement. The Parties agree to be bound by electronic and facsimile signatures.
23. This Agreement is enforceable only by the Parties. No other person or entity is, or is intended to be, a third-party beneficiary of the provisions of this Agreement for purposes of any civil, criminal, or administrative action, and accordingly, no other person or entity may assert any claim or right as a beneficiary or protected class under this Agreement. The Agreement does not create a private right of action for any non-party. The Parties agree to defend the terms of this Agreement should they be challenged in any forum.
24. The signatories represent that they have the authority to bind the respective Parties identified below to the terms of this Agreement.

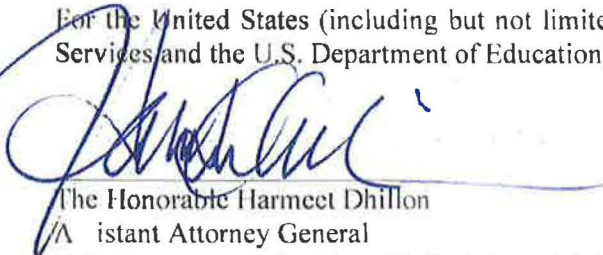
SIGNATURES

For Cornell University:



Michael I. Kotlikoff
President of Cornell University
Office of the President
300 Day Hall
Cornell University
Ithaca, NY 14853

For the United States (including but not limited to the U.S. Department of Health & Human Services and the U.S. Department of Education):



The Honorable Harneet Dhillon
Assistant Attorney General
U.S. Department of Justice, Civil Rights Division
950 Pennsylvania Avenue, N.W.
Washington, D.C. 20530

For the Department of Health and Human Services:



Paula M. Stannard
Director, Office for Civil Rights
U.S. Department of Health & Human Services
200 Independence Avenue, S.W.
Washington, D.C. 20201

Effective Date:

11/7/2025