

## **ARTICLE 1. PURPOSE OF AGREEMENT**

This Agreement is made by and between the Parties to provide support for the activities described in Attachment \_: Scope of Work (the "Work").

Subrecipient will perform all things specified in this Agreement which may be necessary to complete the Work. Unless otherwise specified by IIE from time to time, Subrecipient will regularly consult with, and fulfill any reasonable requests regarding the scope and results of the Work given by the Technical Monitor identified on page 1 of this Agreement.

All funds provided under this Agreement will be used solely for the purposes described in this Agreement and Attachments.

## **ARTICLE 2. AGREEMENT PERIOD**

This Agreement will be in effect from the Start Date through the End Date set forth on page 1 of this Agreement, unless the period of performance is extended by written modification to this Agreement.

## **ARTICLE 3. AGREEMENT AMOUNT**

The total Agreement Amount of funding for this Agreement is stated on page 1 of this Agreement. The payment of this amount is subject to the satisfactory completion of the agreed upon milestones and the overall progress of the Work. The U.S. dollar funding level specified will control and may not be exceeded, including in those instances where payment is made in local currency.

## **ARTICLE 4. COMMUNICATIONS AND TECHNICAL DIRECTION**

It is preferred that all communication regarding contractual guidance, programmatic and technical direction be made via electronic mail. All contractual guidance will be provided by the IIE G&C Representative. All programmatic direction and monitoring activities under this Agreement will be provided by the IIE Program Representative. All technical direction and monitoring activities under this Agreement will be provided by the IIE Technical Monitor.

Any required prior approvals must be approved in writing by the IIE Program Representative.

All amendments to this Agreement shall be in writing and shall be signed by the Parties' duly authorized representatives.

All legal notices shall be sent in accordance with Section 15 of Attachment B: General Terms and Conditions.

## **ARTICLE 5. SUBRECIPIENT MONITORING AND INSPECTION**

IIE has the right to monitor or otherwise evaluate the work being performed under this Agreement through any reasonable method, including but not limited to: site visits, email, phone calls, and feedback. IIE has the right to inspect documents related to the performance of this Agreement. IIE will perform all reviews and evaluations during regular business hours, with reasonable advance notice, and so as not to unduly delay work under this Agreement. If IIE performs a site visit, Subrecipient agrees to make its premises available and to provide all reasonable assistance, and to require any subcontractor or lower-tier subrecipient to provide IIE the same access in any subcontract or lower-tier subrecipient agreement.

## **ARTICLE 6. REPORTING**

Subrecipient will submit Milestone Certifications and Payment Vouchers as detailed in Attachment E.

## **ARTICLE 7. INTANGIBLE PROPERTY**

Intangible Property means property having no physical existence, and includes, but is not limited to, copyrights, trademarks and trademark applications, patents and patent applications, computer programs and software, inventions, the results of studies, technical and non-technical data, and any other similar items.

To the extent that any Intangible Property is developed or purchased under this Agreement, Subrecipient hereby grants to the U.S. Government a fully-paid, royalty-free, non-exclusive, irrevocable universal license to reproduce, publish, or otherwise use the Intangible Property consistent with the applicable regulations indicated in Attachment A.

Subrecipient grants to IIE a license to use Intangible Property developed or purchased under this Agreement for the purpose of and to the extent required to meet IIE's obligations to the U.S. Government, its Prime Award, and any applicable U.S. Government regulation.

Intangible Property owned or created by the Subrecipient prior to the commencement of the Work, or generated after commencement of the Work but independent of the Work ("Prior Invention") remains the property of the Subrecipient. If the Subrecipient incorporates any Prior Invention into any of the Work for IIE, the Subrecipient hereby grants to IIE and the U.S. Government a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to reproduce, publish, make derivative works, or otherwise use the Prior Invention as part of or in connection with the Work.

The Work created by Subrecipient must not violate or infringe any copyright, patent, trade secret, trademark, trade name, right of privacy, or any other proprietary or other right of any person or organization.

Any printed materials intended for a foreign audience produced pursuant to this Agreement must be marked appropriately with the standard rectangular U.S. flag in a size and prominence equal to (or greater than) any other logo or identity. If applicable, IIE will provide assistance and digital files.

This Article will survive termination of this Agreement.

#### **ARTICLE 8. USE OF NAME**

Subrecipient shall not use the names, logos, or any other marks owned by or associated with IIE for marketing or advertising purposes, or on any form of publicity (including, if applicable, Subrecipient's website, or in any of Subrecipient's other promotional materials) or refer to the existence of this Agreement in press releases or advertising without the prior written consent of IIE.

Subrecipient shall not use any names, logos, seals, insignia or other words, symbols or devices that identify the U.S. Government or any branch thereof for any purpose except (i) in accordance with the Prime Award, (ii) with the prior written approval of, and in accordance with restrictions required by, the U.S. Government or (iii) as required by law.

#### **ARTICLE 9. COMPLIANCE WITH LAWS AND REGULATIONS**

Acceptance of this Agreement constitutes certification that the Subrecipient is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal Department or Agency. Subrecipient agrees that its employees, subcontractors, and any pre-approved lower-tier subrecipients who perform services in connection with this Agreement will review, familiarize themselves and comply with the full text of the provisions of the following Federal laws, regulations and executive orders:

- A. 22 CFR 137 Government-wide Debarment and Suspension and Government-wide Requirements for Drug-Free Workplace
- B. 22 CFR 140 Prohibition on Assistance to Drug Traffickers
- C. 22 CFR 138 Restrictions on Lobbying, and Standard Form LLL, Disclosure of Lobbying Activities
- D. U.S. Executive Order No. 13224 and U.S. law prohibiting transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism
- E. USA FREEDOM Act Public Law 114-23
- F. U.S. Executive Order 12432 Minority Business Enterprise Development
- G. 22 U.S.C. 78 Trafficking Victims Protection Act
- H. Subrecipient shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that IIE and its subrecipients, service providers and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.
- I. U.S. Executive Order No. 13665 Non-Retaliation for Disclosure of Compensation Information

#### **ARTICLE 10. EQUIPMENT AND NON-EXPENDABLE PROPERTY**

Equipment and non-expendable property ("Equipment") are defined as items that have a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Unless otherwise provided in Attachment C, title to any Equipment purchased to accomplish any Milestones under this Agreement vests in the Subrecipient upon acquisition, with the condition that Subrecipient must use the Equipment for the implementation of this Agreement.

#### **ARTICLE 11. ORDER OF PRECEDENCE**

In the event of any inconsistency between this Agreement and an Attachment, the inconsistency will be resolved by giving precedence in the following order:

- 1. This Subrecipient Agreement
- 2. Attachment A: Incorporated Regulations
- 3. Attachment B: General Terms and Conditions
- 4. Attachment C: Scope of Work
- 5. Attachment D: Payment
- 6. Attachment E: Milestone Certification and Payment Voucher

#### **ARTICLE 12. ATTACHMENTS**

All Attachments to this Agreement are hereby incorporated and made a part of this Agreement. Subrecipient will answer all questions and supply the information requested in Attachment F: Subrecipient Data Collection.

## ATTACHMENT A: Incorporated Regulations

The following Office of Management and Budget (“OMB”) Circulars, laws, regulations, codes and requirements that are checked apply to this Agreement and are deemed to be incorporated into this Agreement. The checked provisions below must be flowed-down to any approved lower-tier subrecipient awards issued by the Subrecipient. Subrecipient agrees that its employees, subcontractors, and any third-party service providers who perform services in connection with this Agreement will review, familiarize themselves and comply with the full text of the provisions of the items checked below.

|                          |  |
|--------------------------|--|
| <input type="checkbox"/> | <a href="#">OMB Circular A-110 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations</a>  |
| <input type="checkbox"/> | <a href="#">OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations</a>  |
| <input type="checkbox"/> | <a href="#">2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (except Subpart E – Cost Principles)</a> and 2 CFR 600. Subrecipient understands and agrees that funds <b>CAN NOT</b> be used to purchase alcohol. |
| <input type="checkbox"/> | <a href="#">The U.S. Department of State Standard Terms and Conditions for both U.S. Based and Foreign Organizations</a>   |
| <input type="checkbox"/> | <a href="#">The U.S. Department of State Domestic Standard Terms and Conditions (FY2010-FY2014)</a>  |
| <input type="checkbox"/> | <a href="#">The U.S. Department of State Overseas Standard Terms and Conditions (FY2010-FY2014)</a>  |
| <input type="checkbox"/> | <a href="#">Nondiscrimination based on race, color, national origin, sex, handicap or age in compliance with Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and the Rehabilitation Act of 1973</a>  |
| <input type="checkbox"/> | <a href="#">U.S. Executive Order 12432 Minority Business Enterprise Development</a>  |
| <input type="checkbox"/> | <a href="#">22 U.S.C. 78 Trafficking Victims Protection Act</a>  |
| <input type="checkbox"/> | <a href="#">42 U.S.C. 7401 – 7671Q Clean Air Act</a>   |
| <input type="checkbox"/> | <a href="#">33 U.S.C. 1251 – 1387 The Federal Water Pollution Control Act</a> , as amended   |
| <input type="checkbox"/> | <a href="#">OFAC License Requirement – see Part 1 to this Attachment A.</a>  |
| <input type="checkbox"/> | <a href="#">Contact Policy with the Palestinian Authority – see Part 2 to this Attachment A.</a>   |
| <input type="checkbox"/> | <a href="#">All printed materials produced pursuant to this Agreement must be marked appropriately with the standard U.S. flag in a size and prominence equal to (or greater than) any other logo or identity.</a>   |
| <input type="checkbox"/> | Click here to enter a flow down provision that is not included in the list above.  |

a) Unless one of the exceptions provided in subparagraph (b) below applies, within the Incorporated Regulations, the term “award” shall mean “Agreement,” the term “recipient” shall mean “Subrecipient,” the term “Department of State,” or “Government.” shall mean “IIE;” and the term “Agreement Officer” shall mean the “IIE Program Representative.”

b) The following instances are exceptions to the general rule as provided in (a) above:

- 1) Where it is clear, by the context of the provision itself or the conditions under which it is being applied, that the reference is intended to refer to the U.S. Government, its officers or agents, or the prime awardee specifically;
- 2) Where an explicit provision of this Agreement and Attachments states a contrary intent; or,
- 3) Where interpretation in accordance with the rules stated above would place IIE in a position of violating the equivalent or related provisions of the prime award whereas construction of the terms without modification would not.

c) References in any Incorporated Regulations to “Disputes,” “Disputes Resolution,” or any such terminology will be construed as references to the “Disputes” provision contained in Attachment B, General Terms and Conditions. The Subrecipient will have no direct access to the Disputes process as defined in the terms of the Prime Award.

### OFAC LICENSE REQUIREMENT

- A. Most financial and other transactions in or involving Iran by persons subject to U.S. jurisdiction are prohibited unless licensed by the U.S. Department of Treasury, Office of Foreign Assets Control (OFAC), ECA and its subrecipients (together with ECA, the "Licenses") are authorized under OFAC License No. IA-8785a issued to ECA to engage in all transactions necessary in support of their mutual understanding exchange programs and authorized by this Agreement, including the exportation or re-exportation by the subrecipient to Iran of goods, technology or software that are neither listed on the Commerce Control List under the Export Administration Regulations, 15 C.F.R. §§ 730 et seq. ("CCL items"), nor listed on the United States Munitions List established under Section 38 of the Arms Export Control Act (22 U.S.C. § 2778) ("USML items"). Subrecipient is not authorized to export or re-export to Iran any goods, technology, or software that is a CCL or USML item. A separate license from OFAC would be required to engage in such transactions.
- B. Except as expressly authorized by the terms of this Agreement or otherwise by the Office of Foreign Assets Control or the Iranian Transactions Regulations, 31 C.F.R. §560 (the "Regulations"), nothing in OFAC License No. IA- 8785a authorizes any transaction prohibited by the Regulations, nor does this license authorize any transfer of any property blocked pursuant to 31 C.F.R. § 535, or any other transaction prohibited under 31 C.F.R. Chapter V. The OFAC license also does not excuse noncompliance with any other law or regulation administered by OFAC or another agency (including reporting requirements) applicable to transaction(s) carried out pursuant to this Agreement, nor does it release anyone from criminal or civil liability for violation of any law or regulation.
- C. The transfer of funds authorized by OFAC License No. IA-8785a must be effected in a manner consistent with 31 C.F.R. § 560.516 and may not involve the debiting or crediting of an account of a person located in Iran or of the Government of Iran maintained on the books of a U.S. depository institution. Any transfer of funds through the U.S. financial system pursuant to the authorization set forth above should reference OFAC License No. IA-8785a to avoid rejection of the transfer.
- D. It is a condition of this Agreement, in accordance with OFAC License No. IA-8785a and with 31 C.F.R. § 501, that the subrecipient shall keep full and accurate records of all transactions engaged in pursuant to the authorization contained in this license and pursuant to this Agreement. Such records shall be made available for examination upon demand for at least five years from the date of each transaction. Such records shall clearly demonstrate the applicability the objectives set forth in this Agreement. (Attention is drawn to the recordkeeping, retention and reporting requirements of 31 C.F.R. §§ 501.601 and 501.602.)
- E. As a condition of OFAC License No. IA-8785a, IIE is required on a quarterly basis to certify directly to OFAC that its subrecipients are and will continue to be in accordance with all of the conditions set forth in the IIE grant Agreement. IIE is also required to report to OFAC the circumstances of any situation in which a subrecipient has engaged in activity in contravention of an IIE Agreement or any provisions of 31 C.F.R. Chapter V. Accordingly, the Subrecipient shall submit a quarterly certification to IIE stating compliance with these conditions. The certification/statement should be in the form of an e-mail sent directly to the IIE Program Representative. Please include the Agreement Number and period of time covered. Failure to submit timely reports may result in a revocation of OFAC's authorization to the subrecipient.

## CONTACT POLICY WITH THE PALESTINIAN AUTHORITY

A. Contact with Palestinian Authority (“PA”) Ministries. The Subrecipient shall have no contact (as hereinafter defined) with PA officials under the authority of the Prime Minister or any other minister in the Hamas-led cabinet. For purposes of this Section 18, “contact” means any meeting, telephone conversation, or other communication, whether oral or written. Contact with all officials in those ministries, including working-level employees, is prohibited.

B. Contact with the PA Presidency. Contact is allowed with the Palestinian Authority Presidency and agencies under his authority, including the Office of the President, Presidential Security, General Intelligence, Governors and Governorate staff, the Attorney General’s Office, and the Palestine Investment Fund (“PIF”). This list may be updated from time to time.

C. Contact with Independent PA Entities. Contact is allowed with PA offices and officials that are independent of the Prime Minister and cabinet ministers. This includes:

i. The Palestinian Judiciary, including the Higher Judicial Council;

ii. Members of the Palestinian Legislative Council (“PLC”), PLC staff, and officials under their authority who are not Designated Terrorist Organizations (“DTO”) members or affiliates. (However, note that all PLC members elected on the Hamas-affiliated ticket, and their staffs are off-limits and shall not be contacted); and

iii. Independent agencies, including the Central Elections Commission; the Independent Citizens Rights Commission; the General Audit Authority/External Audit Agency; and the Palestinian Monetary Authority. This list may be updated from time to time.

D. Contact with other Palestinians. Contact is allowed with any private Palestinian, and mayors, deputy mayors, village council members, and officials under their authority, who are not affiliated with a DTO. A complete list of DTO’s can be found at <http://www.treasury.gov/offices/enforcement/ofac/sd>. The list includes, but is not limited to, Hamas, the Popular Front for the Liberation of Palestine (“PFLP”), Palestinian Islamic Jihad (“PIJ”), and the Democratic Front for the Liberation of Palestine - Hawatmeh Faction (“DFLP”).

E. Inadvertent Contacts. When staff members of the Subrecipient inadvertently encounter a prohibited individual, they should avoid substantive interactions with that person and should terminate the contact as soon as possible without creating an incident. To avoid such situations, staff members of the Subrecipient should use best efforts to ensure that meetings, ceremonies, and other events they arrange do not include prohibited individuals.

F. Exceptions. Contact with the PA is permitted only for administrative purposes to implement U.S. Government-approved programmatic activities. First, all efforts should be made to implement a project with no contact. If that is not possible, then contact shall only be made at the lowest possible level. In no case shall there be any contact with any PA minister, PA sub-cabinet agency head, or PLC member affiliated with a DTO.

G. Termination of Grant. Failure to comply with this Article may, in the sole discretion of the Department of State, result in the immediate termination of this Agreement. This Article shall be included in all sub-awards, sub-grants, and subcontracts under this Agreement.

H. Questions and clarifications about this policy may be submitted to IIE.

# ATTACHMENT B: GENERAL TERMS AND CONDITIONS

## 1. PRIVACY

This Agreement is funded in whole or in part with funds from the Prime Funder. Neither the Prime Funder nor any of its departments, agencies, or employees is or will be a party to this Agreement. No privity of contract between the Prime Funder and Subrecipient is established by this Agreement. All communications regarding contractual matters related to this Agreement shall be directed to IIE and not to the Prime Funder.

## 2. INDEPENDENT ENTITY

The relationship of Subrecipient to IIE is that of an independent entity, and Subrecipient is directly responsible for the mode, method, and manner of its activities. Under no circumstances, as a result of this Agreement, will Subrecipient or any employee, agent, or representative of Subrecipient be considered an employee, agent, or representative of IIE. Nothing contained herein will create any agency, partnership, association, or joint venture between Subrecipient and IIE. Subrecipient will have no right or authority to create any obligation or responsibility, express or implied, on behalf of or in the name of IIE, or to bind IIE contractually in any manner whatsoever, nor will IIE have any such right or authority in relation to Subrecipient. Subrecipient will not make any representation, express or implied, that it is an agent or representative of IIE. Subrecipient will be responsible for all employment matters, including but not limited to, payment of all applicable federal, state, foreign, and local employment taxes, workers' compensation and disability insurance coverage and other mandated employee benefits, as well as any non-obligatory fringe benefits. IIE will not be liable for such Subrecipient liabilities or for any other debts, obligations, or other liabilities of Subrecipient.

## 3. CONFIDENTIAL INFORMATION

A. Other than as is required to implement the Work hereunder, each Party will take reasonable measures to safeguard and hold in confidence the other Party's "Confidential Information," which includes all Personally Identifiable Information (See 2 CFR 200.79), the financial and other details of this Agreement (but not its existence, funding amounts, the nature of the work and the identity of the Sponsor) and any other document that is marked "Confidential" or "Proprietary."

B. The term "Confidential Information" does not include information that: (i) was in the public domain at the time it was disclosed or has entered the public domain through no fault of Subrecipient; (ii) at the time of disclosure, was known to Subrecipient through lawful means or through acts of a third party who is free to make such disclosure without restriction; (iii) was independently developed by Subrecipient without any use of the Confidential Information; or (iv) is disclosed pursuant to a lawful order or requirement of a court, administrative agency, or other governmental body having jurisdiction over Subrecipient; provided, however, that Subrecipient will provide prompt notice thereof to IIE to enable IIE to seek a protective order or otherwise prevent or restrict such disclosure.

C. This Section will survive termination of this Agreement.

## 4. PUBLICATIONS

Any publications or articles resulting from this Agreement must acknowledge the support of the Department of State and will include a disclaimer of official endorsement as follows: "This [article] was funded [in part] by a grant from the United States Department of State. The opinions, findings and conclusions stated herein are those of the author[s] and do not necessarily reflect those of the United States Department of State". The Subrecipient must ensure that this disclaimer be included on all brochures, flyers, posters, billboards, or other graphic artwork that are produced under the terms of the award. Subrecipient will notify the IIE Program Representative when any article, chapter or other publication is published, and will provide a copy of the published work to IIE.

The Department of State's seal may not be used by the Subrecipient without the express written permission of IIE.

## 5. ORGANIZATIONAL CONFLICTS OF INTEREST

Subrecipient represents that, to the best of Subrecipient's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, or that Subrecipient has disclosed all such relevant information.

Subrecipient agrees that if an actual or potential organizational conflict of interest is discovered after award, Subrecipient will make a full disclosure in writing to the IIE G&C Representative. This disclosure will include a description

of activities which Subrecipient has taken or proposes to take to avoid, mitigate, or neutralize the actual or potential conflict.

a) Remedies –IIE may terminate this Agreement for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If Subrecipient was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to IIE, IIE may terminate the Agreement for default.

b) Subrecipient further agrees to insert provisions which will conform substantially to the language of this clause, including this subparagraph, in any subagreement or consultant agreement arising out of this Agreement.

## 6. ASSIGNMENT; AMENDMENT

Neither Party may sell, transfer, assign or subcontract any right, duty or obligation set forth in this Agreement without the prior written consent of the other Party. No waiver, amendment or modification of this Agreement shall be effective unless in writing and executed by IIE and Subrecipient.

## 7. DISPUTES AND GOVERNING LAW

All disputes and controversies that may arise out of or in connection with the terms of this Agreement between IIE and U.S. domiciled organizations will be settled by negotiations between IIE's Program Representative and Subrecipient's Program Representative. If negotiations cannot be successfully concluded to the satisfaction of both IIE and Subrecipient within thirty (30) days, the dispute will be referred to IIE's Director of Grants and Contracts and Subrecipient's Chief Executive Officer or designated representative for review and settlement. Disputes which remain unresolved after sixty (60) days may be heard by the courts of the State of New York in New York County and the United States District Court for the Southern District of New York (the "Courts").

This Agreement will be governed by and construed in accordance with the laws of New York, without regard to principles relating to conflicts of law. The Courts will have exclusive jurisdiction over IIE and Subrecipient with respect to any unresolved dispute between them and, by execution and delivery of this Agreement, IIE and Subrecipient submit to the exclusive jurisdiction of the Courts, including, but not limited to, the in personam jurisdiction of the Courts, waive any objection to such jurisdiction on the grounds of venue or forum non conveniens, or the absence of in personam jurisdiction.

## 8. INDEMNIFICATION

Each Party (the "Indemnifying Party") hereby indemnifies and shall defend and hold harmless the other Party (the "Indemnified Party"), its respective officers, trustees, directors, employees, agents, affiliates, partners, clients and its and their respective officers, trustees, directors, employees, and agents against and from any and all claims, damages, penalties, liabilities, costs and expenses (including, without limitation fees, fees and disbursements of counsel) incurred by the Indemnified Party in any action or proceeding between Subrecipient and IIE or between the Indemnified Party and any third party or otherwise arising out of or in conjunction with (a) the Indemnifying Party's breach of its respective representations or obligations under this Agreement and (b) any bodily injury, death, and/or property damage which may arise out of or be based upon any act or omission by the Indemnifying Party under this Agreement.

## 9. INSURANCE

Subrecipient shall be responsible for obtaining and maintaining adequate insurance as is necessary for Subrecipient's protection in connection with work performed under this Agreement. The limits of coverage under each insurance policy maintained by Subrecipient shall not be interpreted as limiting Subrecipient's liability and obligations under this Agreement. Upon request by IIE, Subrecipient shall furnish IIE with a certificate of insurance reflecting the levels of insurance maintained by Subrecipient.

## 10. LOBBYING ACTIVITIES

Subrecipient agrees that no portion of any Federal funds provided under the terms of this Agreement shall be used to influence or attempt to influence an officer or employee of any government agency, to sponsor or support any political campaign on behalf of or in opposition to any candidate for public office or to otherwise attempt to influence local, state, federal or foreign

legislation.

#### **11. TERM, TERMINATION, AND SUSPENSION**

This Agreement will be effective as of the Start Date set forth on page 1 of this Agreement and will, unless earlier terminated in accordance with the terms of this Agreement, continue in full force and effect until the End Date set forth on page 1 of this Agreement. This Agreement may be extended upon the further written agreement of IIE and Subrecipient.

This Agreement may be terminated by either Party as follows: either Party may suspend or terminate this Agreement, in whole or in part, at any time, and for any reason, by providing written notice of the effective date of the suspension or termination to the other Party. Subrecipient will be responsible for satisfying all of its obligations relative to this Agreement through the effective date of termination.

IIE may terminate this Agreement upon material breach by the Subrecipient of any term of this Agreement. IIE may give written notice to the Subrecipient describing in detail such breach. If the Subrecipient shall not have cured such breach within thirty (30) days of receiving notice thereof, IIE will give written notice to the Subrecipient that it elects to terminate this Agreement and shall specify a date upon which such termination shall take effect.

IIE may terminate this Agreement with immediate effect if it is determined that the Subrecipient is receiving funding from another source for the same work being performed pursuant to this Agreement. Subrecipient must receive prior written approval from IIE if the Subrecipient wants to engage in blended or multiple-sourced funding for the Work to be performed pursuant to this Agreement.

Upon Termination, Subrecipient will: (1) cease all work except to the extent that is minimally necessary to shut down operations; (2) return or provide to IIE all materials and work product related to this Agreement; and, (3) provide IIE with such services related to the transfer of tasks under the work statement to another subrecipient as is specified by IIE upon termination.

The Parties will settle any undisputed amounts for services provided up to the effective date of termination and any such transfer costs through: (a) a negotiated agreement between the Parties or (b) a reasonable determination by IIE.

#### **12. DELAYS**

Whenever Subrecipient knows, or reasonably should know, that any actual or potential condition is delaying, or threatens to delay, the timely performance of work under this Agreement, Subrecipient will, within five (5) days, notify the IIE Program Representative in writing and provide all relevant information with respect to the delay.

#### **13. FORCE MAJEURE**

Neither Party shall be in breach of the Agreement if there is any total or partial failure of performance of its duties and obligations occasioned by any act of God, fire, act of government or state, war, insurrection, embargo, terrorist act, prevention from or hindrance in obtaining any raw materials, energy or other supplies, labor disputes of whatever nature and any other reason beyond the reasonable control of either Party.

#### **14. LANGUAGE**

The Parties will use the English language for all contractual documents. Should IIE provide a translation into any other language, the English version will control in the event of any conflict or difference. Subrecipient will include this provision in any lower tier sub agreement.

#### **15. LEGAL NOTICES**

All notices or communications pertaining to this Agreement will be given in writing to addresses on page 1 of the Agreement. A notice is deemed received: on the date of delivery if left at the recipient's address; five (5) after the date of posting if the postal service is widely known to be dependable; and if sent by courier, the next business day following the date such notice was deposited with courier. For notices to IIE, a copy must be sent to:

Director of Grants and Contracts

Institute of International Education  
1400 K St. NW, Suite 750  
Washington, DC 20005

#### **16. COMPLIANCE WITH LAW**

Subrecipient will, at its own cost and expense, comply with all federal, state, and local laws, rules and regulations applicable to the Subrecipient's performance of its obligations under this Agreement. Subrecipient will, at its own cost and expense, obtain any permits, licenses or similar authorizations necessary for the performance of its obligations under this Agreement.

The Subrecipient shall ensure that any activities conducted outside the United States in support of this Agreement are coordinated, as necessary, with the relevant government authorities of the locality and that any required licenses, permits, or approvals are obtained prior to undertaking the proposed activities. IIE does not assume responsibility for Subrecipient's compliance with the laws and regulations of the country in which the activities are to be conducted.

#### **17. STANDARDS OF ETHICS AND BUSINESS CONDUCT**

Subrecipient will at all times during the performance of the Work conform to sound ethical business practices in conformance with all applicable laws, rules or regulations, and shall, in its business practices promote the values of integrity and social responsibility. Subrecipient agrees that, in relation to this Agreement and the subject matter hereof, neither (i) Subrecipient or any of its affiliates or employees, nor (ii) to the best of its knowledge or belief, any of its consultants, agents, representatives or other persons retained or otherwise engaged by Subrecipient, has offered or will offer, or has caused or will cause to be offered, or has given or will give, or has caused or will cause to be given, anything of value (including but not limited to money or gifts) whether directly or indirectly to, or for the use of, any individual, government official, political party or political candidate or to any member of their respective families, for influencing an act or decision of a person for a corrupt purpose. Subrecipient represents that it has not violated and will not violate applicable laws and regulations or the principles set forth in the United States Foreign Corrupt Practices Act, or the United Kingdom Bribery Act 2010, or other anti-corruption legislation applicable to any Party to the Agreement. Subrecipient agrees that it shall incorporate terms similar to those set out herein into all or any contracts entered into by Subrecipient in relation to this Agreement and the subject matter hereof.

#### **18. WAIVER AND SEVERABILITY**

Any waiver of any term, provision or condition of this Agreement in any one or more instances will not be deemed to be or construed as a further or continuing waiver of such term, provision or condition or as a waiver of any other term, provision or condition of this Agreement. If any provision of this Agreement is determined to be invalid, void or unenforceable in any respect, the remaining provisions hereof will continue in full force and effect.

#### **19. ENTIRE AGREEMENT**

IIE and Subrecipient acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms. This Agreement, together with all of the attachments hereto, is the entire agreement, contains all the terms agreed upon by the Parties with respect to the subject matter hereof, and all understandings and agreements heretofore had or made among the Parties, and supersedes all prior agreements, written or oral, relating to the subject matter of this Agreement. This Agreement will be binding on the Parties and their respective successors and permitted assigns. This Agreement is not for the benefit of any third party. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Faxed and PDF counterpart signatures are sufficient to make this Agreement effective. The captions of the Sections are included in this Agreement only for the convenience of the Parties, and will not be held to be part of this Agreement or be considered in the interpretation of this Agreement or any of its provisions.