

ARTICLE 1. PRIVACY

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

ARTICLE 2. SERVICES

For successful performance and completion of the Work, Contractor will provide the services and any deliverables described in Attachment B: Scope of Work to this Agreement (the "Work"). Contractor will regularly consult with IIE Representative listed on Page 1 of this Agreement, and comply with any instructions or directives regarding the scope and results of the Work given by the IIE Representative who will have general control over the Work.

ARTICLE 3. PERIOD OF PERFORMANCE

The period of performance for completion of the Work begins on the Start Date and continues through the End Date set forth on page 1 of this Agreement. This Agreement may be extended upon the further written agreement of the Parties.

ARTICLE 4. PAYMENT

A. For the successful completion of the Work, IIE will pay the Contractor in accordance with the schedule and rates set forth on Attachment C up to the Maximum Amount shown on page 1 of this Agreement. Contractor will submit an invoice(s) to IIE (together with required supporting documentation, if required) in accordance with Attachment C, and IIE will pay all such invoices as set forth in the Attachment D: Payment.

B. All amounts expressed in this Agreement are in United States Dollars.

C. IIE is exempt from sales and use taxes. Contractor will not charge IIE sales and use taxes in the following jurisdictions: California; Colorado; the District of Columbia; Florida; Illinois; Indiana; Maryland; Massachusetts; New Jersey; New York; Rhode Island; Texas and Utah. IIE will provide Contractor with a certificate to this effect upon request.

D. The receipt of compensation for the Work to be provided under this Agreement shall not constitute dual compensation or compensation from sources other than IIE for the same work to be performed by Contractor for IIE.

E. IIE will only be responsible to remit undisputed amounts for Work performed and invoiced by Contractor within 60 calendar days from the End Date shown on page 1. Contractor will forego payment of any funds for Work not invoiced within 60 calendar days from the End Date and IIE will be relieved of payment for such Work.

ARTICLE 5. COMMUNICATIONS AND TECHNICAL DIRECTION

It is preferred that all communication regarding contractual guidance, programmatic and technical direction be made via electronic mail. All contractual amendments will be made by the IIE Grants & Contracts Representative. All programmatic direction and monitoring activities under this Agreement will be provided by the IIE Representative or the assigned Delegate.

Any required prior approvals must be approved in writing by the IIE 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 instructions set forth in the Article 25. Legal Notices.

ARTICLE 6. INTELLECTUAL PROPERTY

Intellectual 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 Intellectual Property is developed or purchased under this Agreement, Contractor hereby grants to IIE and the U.S. Government a fully-paid, royalty-free, non-exclusive, irrevocable universal license to reproduce, publish, make derivative works, or otherwise use the Intellectual Property for any purpose, and to authorize others to do so.

Intellectual Property owned or created by the Contractor 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 Contractor. If the Contractor incorporates any Prior Invention into any of the Work for IIE, the Contractor 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 Contractor will 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 external communication 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 Section will survive termination of this Agreement.

ARTICLE 7. PUBLICATIONS FOR PROFESSIONAL AUDIENCES

Any publications or articles resulting from the Agreement must acknowledge the support of the U.S. Department of State and will include a disclaimer of official endorsements 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 Contractor must ensure that this disclaimer be included on all brochures, flyers, posters, billboards, or other graphic artwork that are produced under the terms of this Agreement.

ARTICLE 8. USE OF IIE NAME

Contractor 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, Contractor's website, or in any of Contractor's other promotional materials) or refer to the existence of this Agreement in external communication materials without the prior written consent of IIE. Contractor shall not use any approved acknowledgements or references to IIE beyond this Agreement's Termination Date. This obligation shall survive the termination of this Agreement.

ARTICLE 9. INSURANCE

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

ARTICLE 10. INDEMNITY

To the extent permitted by law, 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 Contractor 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.

ARTICLE 11. FORCE MAJEURE

Neither Party shall be in breach of this 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, extreme weather conditions, epidemics, pandemics (including COVID-19), restrictions on travel and any other reason beyond the reasonable control of either Party.

ARTICLE 12. ORGANIZATIONAL CONFLICTS OF INTEREST

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

Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, Contractor will make a full disclosure in writing to the IIE Grants & Contracts Representative. This disclosure will include a description of activities which Contractor 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 Contractor 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 the relevant information, IIE may terminate the Agreement for default.

B. Contractor further agrees to insert provisions which will conform substantially to the language of this clause, including this subparagraph, in any subagreement arising out of this Agreement.

ARTICLE 13. CONFIDENTIALITY

A. Contractor (which includes its employees, agents, and representatives) will hold in confidence and will not disclose, distribute, sell, copy, or otherwise disseminate or use IIE's "Confidential Information," which includes (i) any information obtained, learned, received, or developed by Contractor while performing the Work that relates to the trustees, directors, officers, employees, grantees, grantors, affiliates, partners, sources of funding, research, development, plans, business affairs, property, records, processes, techniques, or equipment of IIE, including all Personally Identifiable Information (See 2 CFR 200.79); and (ii) any other information marked "Confidential" or "Proprietary" by IIE.

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 Contractor; (ii) at the time of disclosure, was known to Contractor through lawful means or through acts of a third party who is free to make such disclosure without restriction; (iii) was independently developed by Contractor 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 Contractor; provided, however, that Contractor 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.

ARTICLE 14. RELATIONSHIP OF THE PARTIES

The relationship of Contractor to IIE is that of independent contractor solely and Contractor is directly responsible for the mode, method, and manner of its activities. Under no circumstances, as a result of this Agreement, will Contractor or any employee, agent, or representative of Contractor be considered an employee, agent, or representative of IIE. Nothing contained herein will create any agency, partnership, association, or joint venture between Contractor and IIE. Contractor 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 Contractor. Contractor will not make any representation, express or implied, that it is an agent or representative of IIE. Contractor will be responsible for all employment matters relating to Contractor and Contractor's employees, including but not limited to, payment of all federal, state, and local employment taxes, workers' compensation and disability insurance coverage and other mandated employee benefits, as well as any non-obligatory fringe benefits.

ARTICLE 15. LOBBYING ACTIVITIES

As defined by relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as the common rule, "New Restrictions on Lobbying" published on February 26, 1990, including definitions, and the Office of Management and Budget "Governmentwide Guidance for New Restrictions on Lobbying" and notices published on December 20, 1989, June 15, 1990, January 15, 1992, and January 19, 1996, Contractor agrees that no portion of the 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.

ARTICLE 16. 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. Contractor will include this provision in any lower tier subagreement.

ARTICLE 17. LOWER-TIER CONTRACTORS

Contractor will not obtain the services of lower-tier contractors or consultants without the prior approval of IIE. Contractor will furnish information concerning the need for such services including an assessment of the reasonableness of the fees or costs to be paid to any lower-tier contractor or consultant. A copy of any proposed lower-tier subcontract must accompany the request for approval. Contractor must flow down any contract provision of this Agreement that reasonably relates to the scope, quality, character and manner of the work to be performed by the lower-tier contractor.

ARTICLE 18. TERMINATION

A. Funding for this Agreement is contingent upon factors including the availability of funds to IIE, satisfactory progress by Contractor, and the U.S. Government's continued support for the Program of which this Agreement is a part. This Agreement may be terminated by the Parties as follows: When both Parties agree to terminate by mutual consent; or, IIE 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 Contractor.

B. Upon material breach of any term of this Agreement by a Party hereto (the "Breaching Party"), the other party (the "Non-Breaching Party") may give written notice to the Breaching Party describing in detail such breach. If the Breaching Party shall not have cured such breach within five (5) days of receiving notice thereof, the Non-Breaching Party may give written notice to the Breaching Party that it elects to terminate this Agreement and shall specify a date upon which such termination shall take effect, which date shall not be less than ten (10) days from the date of such notice.

C. Upon termination of this Agreement, Contractor will be responsible for satisfying all of its obligations relative to this Agreement through the effective date of termination. IIE will only be responsible for costs (not subject to a good faith dispute between the Parties) incurred after the effective date of suspension or termination as follows: (a) IIE expressly authorizes such costs in the notice of suspension or termination or subsequently in writing, or (b) the costs result from non-cancelable obligations that were properly incurred before the effective date of suspension or termination, were incurred not in anticipation of the suspension or termination, and the costs would be allowable if this Agreement were not suspended or terminated.

D. Upon termination of this Agreement, Contractor will (1) cease all work except to the extent that is minimally necessary to shut down operations; (2) deliver to IIE any and all Work and related materials in Contractor's possession or control; and, (3) provide IIE with such services related to the transfer of tasks listed in Attachment A to another contractor as is specified by IIE upon termination.

ARTICLE 19. DELAYS

Whenever Contractor 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, Contractor will, within five (5) days, notify the IIE Representative in writing and provide all relevant information with respect to the delay.

ARTICLE 20. GOVERNING LAW AND DISPUTES

This Agreement and all claims arising out of or relating to this Agreement shall be governed exclusively by the laws of New York, without regard to principles relating to conflicts of law. 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 will have exclusive jurisdiction over the parties with respect to any dispute or controversy between them arising under or in connection with this Agreement and, by execution and delivery of this Agreement, the parties to this Agreement submit to the exclusive jurisdiction of those courts, including, but not limited to, the in personam jurisdiction of those courts, waive any

objection to such jurisdiction on the grounds of venue or forum non conveniens, or the absence of in personam jurisdiction.

ARTICLE 21. COMPLIANCE WITH LAWS AND REGULATIONS

Acceptance of this Agreement constitutes certification that Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal Department or Agency.

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

B. Contractor 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, or national origin.

C. Contractor agrees that its employees and any pre-approved contractors 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:

1. 22 CFR 137 Government-wide Debarment and Suspension and Government-wide Requirements for Drug-Free Workplace
2. 22 CFR 140 Prohibition on Assistance to Drug Traffickers
3. 22 CFR 138 Restrictions on Lobbying, and Standard Form LLL, Disclosure of Lobbying Activities
4. U.S. Executive Order No. 13224 and any U.S. law prohibiting transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism
5. 22 U.S.C. 78 Trafficking Victims Protection Act
6. U.S. Executive Order No. 13665 Non-Retaliation for Disclosure of Compensation Information
7. Fly America Act (41 CFR 301-10.124), as supplemented by an "Open Skies Agreement"
8. Nondiscrimination based on race, color, national origin, sex, handicap or age in compliance with Title VI of the Civil Rights Act of 1964, and the Age Discrimination Act of 1975
9. 42 U.S.C. 7401 – 7671Q Clean Air Act (applicable if above \$150,000)
10. 33 U.S.C. 1251 – 1387 The Federal Water Pollution Control Act, as amended

D. Contractor shall (i) comply with all applicable data privacy laws with respect to the processing of any Personally Identifiable Information, as defined above, and the Work, and (ii) provide IIE with all assistance as IIE may reasonably require to comply with applicable data privacy laws.

ARTICLE 22. AUDIT REQUIREMENTS

Contractors that expend over the Single Audit threshold as defined in 2 CFR §200.501(b) for single audits within their fiscal year must have a financial audit conducted for that year in accordance with the relevant regulations (See Attachment A). If the full audit report is not available online at the Federal Audit Clearinghouse, or another website specified in writing by the Contractor, a copy of the Single Audit report must be submitted to IIE within thirty (30) days of its completion, for each fiscal year during which Contractor receives funds under this Agreement.

Contractor that expends less than the Single Audit threshold for single audits in Federal awards are exempt from 2 CFR 200 audit requirements for that year, but they must make records available for review or audit upon request by IIE. If Contractor has an independent annual audit, a copy of the audit report must be submitted to IIE within thirty (30) days of its completion, for each fiscal year during which Contractor receives funds under this Agreement.

IIE and/or the U.S. Government may audit, or cause an IIE-approved auditor to audit, Contractor's books at any time. Contractor will fully cooperate with the appointed auditor(s) and provide any and all information in a timely manner.

Contractors not subject to the OMB audit requirements may be required to conduct an audit specific to the Work to verify, among other things, cost allowability and Agreement compliance. The audit requirements of the relevant regulations will provide the basis and guidelines for the approach and extent of such an audit. Contractor will consult with IIE on such audit requirements.

ARTICLE 23. TAXES

Contractor shall comply with any applicable tax laws.

Foreign taxes, such as Value Added Tax, charged for the purchase of goods or services that the Contractor is legally required to pay in country are allowable under this award.

If the Contractor is exempt from a tax and does not avail itself of the exemption, the amount is unallowable.

Tax refunds or applicable credits refer to receipts, or reduction of expenditures, which operate to offset or reduce expense items that are allocable to the award as direct or indirect costs. To the extent that such credits accrued or received by the Contractor relate to allowable costs under this Agreement, these must be credited to IIE either as a cost reduction or a cash refund.

ARTICLE 24. STANDARDS OF ETHICS AND BUSINESS CONDUCT

Contractor 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. Contractor agrees that, in relation to this Agreement and the subject matter hereof, neither (i) Contractor 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 Contractor, 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. Contractor 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. Contractor agrees that it shall incorporate terms similar to those set out herein into all or any contracts entered into by Contractor in relation to this Agreement and the subject matter hereof.

ARTICLE 25. LEGAL NOTICES

All legal 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) days 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, copies must be sent by regular mail to:

Senior Director of Grants and Contracts
Institute of International Education, Inc.
One World Trade Center, 36th Floor
New York, NY 10007

Senior Director, Legal Services
Institute of International Education, Inc.
One World Trade Center, 36th Floor
New York, NY 10007

With an email copy to the Grants & Contracts Representative
listed on Page 1.

ARTICLE 26. ASSIGNMENT AND 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 amendment or modification of this Agreement shall be effective unless in writing and executed by both Parties.

ARTICLE 27. WAIVER AND SEVERABILITY

Failure of either Party to exercise any power or right granted in this Agreement does not constitute a waiver of that Party's right thereafter to demand compliance with the Agreement terms; and if any Agreement clause or provision is determined by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced by reason of any rule of law or public policy, that clause or provision will be deemed severable from the remaining provisions of this Agreement, and all other conditions and provisions will remain in full force and binding on the Parties.

ARTICLE 28. SUCCESSORS

This Agreement is binding upon any successors, personal representatives, and assigns of the Parties.

ARTICLE 29. 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 Agreement
2. Attachment A: Incorporated Regulations
3. Attachment B: Scope of Work
4. Attachment C: Budget
5. Attachment D: Payment

ARTICLE 30. CLOSEOUT

At the end of this Agreement and after all final reports have been received and approved by IIE, Contractor may request payment from IIE for any expenses incurred during the Agreement Period not covered in the last reconciliation. Once the final payment has been received, Contractor will complete and submit to IIE closeout documents if requested by IIE.

ARTICLE 31. MISCELLANEOUS

This Agreement, along with the Attachments hereto, contains all the terms agreed upon by the Parties hereto with respect to the subject matter hereof, and all understandings and agreements heretofore had or made among the Parties hereto are merged into this Agreement which alone fully and completely expresses the agreement of the Parties hereto. Each Party has all rights and authority to execute and deliver this Agreement and to perform their obligations hereunder, and this Agreement is binding and enforceable. 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 Attachments attached hereto are made a part of this Agreement as if fully included in the text. 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.

ATTACHMENT A: INCORPORATED REGULATIONS

The following 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 pre-approved lower-tier contractor engaged by the Contractor. Contractor agrees that its employees and any lower-tier contractors 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"/>	Subpart E – Cost Principles of 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
<input type="checkbox"/>	Federal Acquisition Regulations - Part 31 Contract Cost Principles and Procedures
<input type="checkbox"/>	OFAC License Requirement – see Part 1 to this Attachment A (Delete below if not applicable)
<input type="checkbox"/>	Contact Policy with the Palestinian Authority – see Part 2 to this Attachment A (Delete below if not applicable)
<input type="checkbox"/>	Immediately following any media interviews, the Contractor must share the details of the coverage, including the likely publication and/or air date, to the IIE Representative listed on page 1 of this Agreement.
<input type="checkbox"/>	IIE Data Privacy Addendum (DPA) – see Part 3 of this Attachment A
<input type="checkbox"/>	20 U.S.C. 1011f and other applicable foreign funding disclosure requirements – See Part 4 to this Attachment A
<input type="checkbox"/>	Compliance With Applicable Federal Anti-Discrimination Laws – See Part 5 to this Attachment A
<input type="checkbox"/>	Click here to enter other flowdowns or requirements.

- 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 “Contractor,” the term “Department of State,” or “Government” shall mean “IIE;” and the term “Grants Officer” shall mean the “IIE Grants & Contracts Representative” listed on page 1 of this Agreement.
- 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 IIE 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 Agreement whereas construction of the terms without modification would not.
- c) References in any Incorporated Regulations listed above to “Disputes” or “Disputes Resolution” or any such terminology will be construed as references to the “Disputes” provision contained in Article 14 of the Agreement. The Contractor will have no direct access to the Disputes process as defined in the terms of the Prime Agreement.

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, ECA is required on a quarterly basis to certify directly to OFAC that its recipients are and will continue to be in accordance with all of the conditions set forth in the ECA grant Agreement. ECA is also required to report to OFAC the circumstances of any situation in which a subrecipient has engaged in activity in contravention of an ECA 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 IIE.
- F. The Contractor shall incorporate the substance of this Special Article in all subawards or subcontracts entered into by the Contractor to further the purposes of this Agreement. The Contractor shall further ensure that the substance of this article is incorporated in all lower-tier subawards or subcontracts related to the Contractor Agreement.
- G. Failure to fully comply with the requirements of this Special Article could delay the implementation of the Agreement or be grounds for the termination for cause of the Agreement.

CONTACT POLICY WITH THE PALESTINIAN AUTHORITY

A. Contact with Palestinian Authority (“PA”) Ministries. The Contractor 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 Contractor 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 Contractor 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 Agreement. Failure to comply with this Policy may, in the sole discretion of IIE, result in the immediate termination of this Agreement. This Article shall be included in all lower-tier sub-awards, sub-grants, and subcontracts under this Agreement.

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

IIE DATA PRIVACY ADDENDUM ("DPA")

Introduction: This DPA is an addendum to the Agreement which requires Contractor alignment with industry standards for data privacy management and third-party risk evaluation. This addendum applies when Contractor Processes Personal Data on behalf of IIE, which may include data about IIE program participants, employees, contractors or any other individuals with whom IIE does business ("Data Subjects"). This DPA stipulates how Personal Data will be Processed as part of this business relationship to ensure that IIE's high standard of data security and privacy flows down to third parties and anyone the Contractor engages to Process Personal Data on behalf of IIE ("Sub-processors") including third party technology solutions

Definitions:

- **Personal Data:** Personal Data may include any type of personal information including, but not limited to: Personally Identifiable Information and Personal Health Information associated with this business relationship with IIE, including its employees and program participants. Personal Data may also include data that is generally considered to be sensitive under applicable data privacy laws.
- **Data Controller:** The entity that determines the purposes and means of Processing Personal Data.
- **Data Processor:** The entity that Processes Personal Data on behalf of the Data Controller.
- **Process or Processing:** Receiving, sending, storing, referencing, accessing or otherwise using Personal Data in any way that falls under the scope of applicable data privacy laws and regulations, including any relevant international, state or local laws.

General Clauses:

- **Roles:** IIE will act as the (☐ Data Controller; ☒ Data Processor) and the Contractor will act as the (☐ Data Processor; ☒ Data Sub-Processor) as part of this DPA.
- **Compliance with applicable privacy laws:** Contractor will comply with applicable data privacy laws and regulations, including any relevant international, state or local laws.
- **Purpose and retention limitation:** Contractor will only Process Personal Data that is necessary to carry out this Agreement. The Contractor will not Process any Personal Data that is unnecessary or falls outside the Scope of Work of this Agreement. The Contractor will retain the data for only as long as necessary to carry out this Agreement and/or comply with any relevant laws and regulations surrounding record retention.
- **Data Subject Rights:** As relevant to the Work in this Agreement, the Contractor will assist IIE fully in carrying out Data Subject requests, including the right of access, erasure, portability, correction, restriction and objection. The Contractor will notify IIE within 3 business days if it receives any requests from Data Subjects directly.
- **Sub-processors:** Contractor will provide IIE with a list of all Sub-processors upon request and notify IIE of any additions or changes to Sub-processors. Sub-processors must be contractually held to the same or higher standards outlined in this DPA. The Contractor is responsible for vetting and holding accountable all Sub-processors and is liable for any (loss of breach of IIE Personal Data) data breaches or other negative events caused by a Sub-Processor.
- **Right to Re-assess:** Contractor will provide security documentation and evidence of security posture to support IIE's Third Party IT Risk Evaluation Process as requested.
- **Supervisory Authorities:** Contractor will notify IIE within 3 business days if it receives any requests related to Personal Data, including the request to disclose Personal Data pursuant to a lawful order or requirement of a court, administrative agency, or other governmental body having jurisdiction over Contractor.
- **End of Agreement:** After expiration or termination of this Agreement, the Contractor may be required to transmit any Personal Data to IIE upon request.
- **Conflicts:** If the Contractor believes any instructions in this DPA conflicts with any law, regulation, or other term of this Agreement, the Contractor will immediately notify IIE.

Standard Security Clauses:

Contractor will implement administrative, technical and physical safeguards appropriate to the context of the Personal Data Processing covered under this Agreement. Security measures should include the implementation of security policy and governance, physical security, identity and access management, secure data handling, data pseudonymization or masking, network and hosted-environment security, disaster recovery and backup availability.

- **Risk Management:** Contractor will conduct regular risk assessments of its technology solutions, business practices and third-party providers to identify and analyze gaps related to information security and privacy. Contractor will take action to mitigate any areas of risk according to Contractor's risk tolerance profile.
- **Secure Data Handling:** All IIE data at rest and in-transit, including sensitive Personal Data, must be handled with the utmost care to protect against theft and unauthorized access. Contractor must implement industry-standard encryption methods to store, process and transmit all IIE data.
- **Security Training:** Contractor will ensure that all Contractor employees, as well as consultants and temporary workers and anyone who handles Personal Data on behalf of Contractor, receive adequate and regular training surrounding data privacy and information security industry standards and best practices.
- **Vulnerability Management:** Contractor will conduct routine vulnerability scans, penetration testing and patching updates on its technology solutions and network environments that Process Personal Data and provide evidence to IIE upon request.
- **Secure Development:** If applicable, Contractor will conduct routine code scans, code reviews and implement industry-standard controls throughout the software development lifecycle (SDLC), including Change Control activities, to develop, test and deploy code or new system enhancements/modifications.
- **Incident Management:** Contractor will operationalize or maintain an Incident Response capability that includes an Incident Response Plan (IRP) or procedural document and provide evidence to IIE upon request. Contractor will conduct Incident Response training and testing at least annually and provide evidence upon request.
- **Data Breach:** Contractor will notify IIE within 48 hours of a suspected or confirmed breach of Personal Data in order to allow IIE reasonable time to notify the Data Controller (when applicable) and to comply with all relevant incident notification requirements under applicable laws. Contractor will immediately and comprehensively investigate the breach and remediate any identified findings related to its root-cause.
- **Cyber Insurance:** Contractor will provide evidence of its general or cyber insurance policy to IIE upon request.

**COMPLIANCE WITH REQUIREMENTS FOR REPORTING SIGNIFICANT SOURCES OF FOREIGN FUNDING
OBTAINED BY U.S. HIGHER EDUCATION INSTITUTIONS**

By signing this Agreement, the Subrecipient certifies its compliance in all respects with section 1011f of title 20, United States Code, and any other applicable foreign funding disclosure requirements is material for purposes of section 3729 of title 31, United States Code, and for receipt of appropriate Federal grant funds.

COMPLIANCE WITH APPLICABLE FEDERAL ANTI-DISCRIMINATION LAWS

None of the funds awarded under this Agreement may be used for any initiatives or programs, or any activities that do not comply with Executive Order 14173 titled Ending Illegal Discrimination and Restoring Merit-Based Opportunity. By signing this Agreement, the Subrecipient certifies the following: 1) Its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code and; 2) It does not operate any programs promoting Diversity, Equity, and Inclusion that violate any applicable Federal anti-discrimination laws.