

ARTICLE 1. AGREEMENT PURPOSE

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

Subrecipient will furnish the necessary personnel, materials, services, equipment, and/or facilities and otherwise do all things specified in this Agreement and incorporated Attachments, which may be necessary to complete the Work.

All funds provided under this Agreement will be used solely for the purposes described in this Agreement. Any unexpended funds must be returned to IIE.

ARTICLE 2. AGREEMENT PERIOD

This Agreement will be in effect from the Start Date through the End Date set forth on page 1. Subject to the terms and conditions of this Agreement, allowable costs may only be incurred by Subrecipient during this period, unless the period of performance is extended by a written modification to this Agreement.

ARTICLE 3. AGREEMENT AMOUNT

Agreement Ceiling Amount: The total estimated ceiling amount of funding for this Agreement is stated on page 1. This amount is subject to the availability of funds, determination of allowability of costs, receipt and acceptance of invoices based on actual costs, and successful 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.

Agreement Obligated Amount: The Total Obligated Amount for the Obligation Period shall be as indicated on page 1 of this Agreement. IIE will amend this Agreement in writing for any subsequent funding obligations, if applicable and funding is available. Subrecipient is not authorized to expend funds exceeding the current Total Obligated Amount. IIE is not liable for making payments to the Subrecipient for any expenditure of amounts in excess of the Total Obligated Amount. Funds remaining at the end of the obligation period may not be carried over into subsequent funding periods.

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 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 Program Representative. All technical direction and monitoring activities under this Agreement will be provided by the IIE Technical Monitor or the assigned Delegate.

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 instructions set forth in Attachment B: General Terms and Conditions.

ARTICLE 5. SUBRECIPIENT MONITORING AND EVALUATION

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, meetings with Program beneficiaries, and feedback. IIE has the right to inspect documents related to the performance of this Agreement and costs, and to require additional explanations and information from Subrecipient. IIE will perform all reviews and evaluations during regular business hours, with reasonable advance notice, 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 lower-tier subrecipient or contractor to provide IIE the same access in any lower-tier subrecipient or contract agreement.

ARTICLE 6. REPORTING

Subrecipient will submit financial and performance reports and any other deliverables 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 IIE and the U.S. Government a fully-paid, royalty-free, non-exclusive, irrevocable universal license to reproduce, publish, or otherwise use the Intangible Property for Federal purposes, and to authorize others to do so, 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 during or 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 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. Subrecipient will submit all communication materials to IIE for approval.

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 external communications 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 Subrecipient is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal Department or Agency.

1) Subrecipient agrees that its employees, subcontractors, and any pre-approved lower-tier subrecipients who perform services in connection with this Agreement will 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. 22 U.S.C. 78 Trafficking Victims Protection Act
- F. 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, or national origin.
- G. 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
- H. U.S. Executive Order No. 13665 Non-Retaliation for Disclosure of Compensation Information
- I. 42 U.S.C. 7401 – 7671Q Clean Air Act (applicable only if above \$150,000)
- J. 33 U.S.C. 1251 – 1387 The Federal Water Pollution Control Act, as amended

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

ARTICLE 10. EQUIPMENT AND NON-EXPENDABLE PROPERTY

Subrecipient must obtain written approval of the IIE Program Representative prior to the purchase of any equipment or non-expendable property ("Equipment") acquired with funds provided under this Agreement. Equipment is defined as items that have a useful life of more than one year and an acquisition cost of \$10,000 or more per unit as per 2 CFR 200.439 – Equipment and other capital expenditures. Used equipment may not be purchased with Agreement funds.

To the extent that any Equipment is purchased under this Agreement, title vests with the Subrecipient upon acquisition for the period in which it is used under this Agreement. When the Equipment is no longer needed, or upon termination of this Agreement, Subrecipient shall request disposition instructions from the IIE Program Representative. At any time during the performance of this Agreement, IIE may reclaim Equipment that Subrecipient uses for other than the implementation of this Agreement.

Subrecipient is responsible for the care, maintenance, and security of any Equipment purchased with funds provided under this Agreement. Subrecipient is required to immediately report theft, loss, or damage to any Equipment to the IIE Program Representative.

Subrecipient shall submit a copy of its annual, current inventory of any Equipment purchased with funds provided under this Agreement to IIE at the end of each year.

ARTICLE 11. COST SHARING (IF REQUIRED)

Subrecipient must provide Cost Sharing in the amount stated on page 1 of this Agreement. Subrecipient must report Cost Sharing in the Cost Share column of the budget in Attachment D. The Subrecipient must maintain written records to support allowable costs which are being claimed as a Cost Share. Such records are subject to audit. The basis for determining the value of cash and in-kind contributions must be in accordance with 2 CFR 200.306 – Cost Sharing or Matching.

ARTICLE 12. ADVANCE PAYMENTS (IF AUTHORIZED, SEE PAGE 1 OF THIS AGREEMENT)

Upon execution of this Agreement, the submission of all other required documents and certifications, IIE will authorize an Advance Payment to Subrecipient in the amount specified on page 1 of this Agreement.

In no event will the total amount transmitted via advance payments and reimbursements exceed the Total Obligated Amount indicated on page 1 of the Agreement. If Subrecipient's total costs are less than the sum of the payments received, Subrecipient agrees to refund the difference to IIE.

Subrecipient shall maintain advances of Federal funds in interest bearing accounts, and remit accumulated interest annually to the Department of Health and Human Services in accordance with the relevant Office of Management and Budget ("OMB") Circular or regulation (See Attachment A). Subrecipient may retain interest for administrative purposes if the total interest from all advances derived from Federal funds is less than \$500 per year. Although the Advance Payment need not be maintained in separate or individual accounts, such funds should be shown separately on the Subrecipient's books and records for ease of reference and verification.

ARTICLE 13. FINANCIAL TERMS AND CONDITIONS; PAYMENT

Subrecipient may use funds only for the purposes and in accordance with the approved budget set forth in Attachment D and according to the terms and conditions of this Agreement. IIE will only pay for costs that are included in the approved budget set forth in Attachment D.

Subrecipient shall return to IIE any funds that have been used for any unallowable expenses, as determined in accordance with the applicable regulation (See Attachment A), and/or which do not comply with the terms and conditions of this Agreement and approved budget set forth in Attachment D. IIE will not reimburse Subrecipient for any costs that are unallowable under the terms of this Agreement.

For the successful performance and completion of the Work described in Attachment C: Scope of Work, IIE will pay Subrecipient pursuant to the payment terms and up to a maximum of the Obligated Amount as per the budget in Attachment D.

IIE will only be responsible to remit undisputed amounts for Work performed and invoiced by Subrecipient within 60 calendar days from the End Date shown on page 1. Subrecipient 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 14. 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: Budget and Payment
6. Attachment E: Reporting and Deliverables Requirements

ARTICLE 15. 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, Flowdowns, Additional Provisions

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 items 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.

☐	2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and 2 CFR 600
☐	The U.S. Department of State Standard Terms and Conditions
☐	OFAC License Requirement – see Part 1 to this Attachment A
☐	Contact Policy with the Palestinian Authority – see Part 2 to this Attachment A
☐	IIE Data Privacy Addendum (DPA) – see Part 3 of this Attachment A
☐	20 U.S.C. 1011f and other applicable foreign funding disclosure requirements – See Part 4 to this Attachment A
☐	Compliance With Applicable Federal Anti-Discrimination Laws – See Part 5 to this Attachment A
☐	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/subgrantee,” the term “Department of State,” or “Government” shall mean “IIE,” and the term “Grants Officer” shall mean the “IIE G&C 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, 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 or Subrecipient.
- F. The Subrecipient shall incorporate the substance of this Special Article in all subawards or subcontracts entered into by the Subrecipient to further the purposes of this Agreement. The Subrecipient shall further ensure that the substance of this article is incorporated in all lower-tier subawards or subcontracts related to the Subrecipient's 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 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 Agreement. Failure to comply with this Article may, in the sole discretion of the IIE, 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.

IIE DATA PRIVACY ADDENDUM ("DPA")

Introduction: This DPA is an addendum to the Agreement which requires Subrecipient alignment with industry standards for data privacy management and third-party risk evaluation. This addendum applies when the Subrecipient 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 Subrecipient 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 Subrecipient will act as the (☐ Data Processor; ☐ Data Sub-Processor) as part of this DPA.
- **Compliance with applicable privacy laws:** The Subrecipient will comply with applicable data privacy laws and regulations, including any relevant international, state or local laws.
- **Purpose and retention limitation:** The Subrecipient will only Process Personal Data that is necessary to carry out this Agreement. The Subrecipient will not Process any Personal Data that is unnecessary or falls outside the Scope of Work of this Agreement. The Subrecipient 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 Subrecipient will assist IIE fully in carrying out Data Subject requests, including the right of access, erasure, portability, correction, restriction and objection. The Subrecipient will notify IIE within 3 business days if it receives any requests from Data Subjects directly.
- **Confidentiality:** The Subrecipient will ensure that all employees, contractors, agents and assigns who have access to or responsibility for Personal Data agree to a confidentiality Agreement in terms of Processing or handling Personal Data that survives the termination or expiration of this Agreement.
- **Sub-processors:** The Subrecipient 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 Subrecipient 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:** The Subrecipient will provide security documentation and evidence of security posture to support IIE's Third Party IT Risk Evaluation Process as requested.
- **Supervisory Authorities:** The Subrecipient 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 the Subrecipient.
- **End of Agreement:** After expiration or termination of this Agreement, the Subrecipient may be required to transmit any Personal Data to IIE upon request.
- **Conflicts:** If the Subrecipient believes any instructions in this DPA conflicts with any law, regulation, or other term of this Agreement the Subrecipient will immediately notify IIE.

Standard Security Clauses:

The Subrecipient 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:** The Subrecipient 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. The Subrecipient will take action to mitigate any areas of risk according to the Subrecipient'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. The Subrecipient must implement industry-standard encryption methods to store, process and transmit all IIE data.
- **Security Training:** The Subrecipient will ensure that all the Subrecipient employees, as well as consultants and temporary workers and anyone who handles Personal Data on behalf of the Subrecipient, receive adequate and regular training surrounding data privacy and information security industry standards and best practices.
- **Vulnerability Management:** The Subrecipient 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, the Subrecipient 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:** The Subrecipient 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. The Subrecipient will conduct Incident Response training and testing at least annually and provide evidence upon request.
- **Data Breach:** The Subrecipient 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. The Subrecipient will immediately and comprehensively investigate the breach and remediate any identified findings related to its root-cause.
- **Cyber Insurance:** The Subrecipient 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.

ATTACHMENT B: GENERAL TERMS AND CONDITIONS

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 privacy of contract between the U.S. Government 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 U.S. Government.

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 FOR PROFESSIONAL AUDIENCES

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 subaward. 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 or logo may not be used by the Subrecipient without the 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 subaward, 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 subaward or discovered an actual or potential conflict after subaward and did not disclose or misrepresented the relevant information, 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 arising out of this Agreement.

6. 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 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 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 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

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 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

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, Subrecipient 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.

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 will only be responsible for costs 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 the Agreement were not suspended or expired normally at the end of the funding period in which the termination takes effect.

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 for either cause or convenience, 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.

Subrecipient will be reimbursed for any undisputed amounts for services provided up to the effective date of termination and any such transfer costs as are specified and approved in advance by IIE, provided such services are in accordance with the provisions of this Agreement.

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 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.

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 legal notices or communications pertaining to this Agreement will be given in writing to the Program Representatives and 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, a copy must be sent to:

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

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

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 and warrants 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 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. TAXES

Subrecipient shall comply with any applicable tax laws.

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

If the Subrecipient 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 subaward as direct or indirect costs. To the extent that such credits accrued or received by the Subrecipient relate to allowable costs under this Agreement, these must be credited to IIE either as a cost reduction or a cash refund.

19. MEDIA REQUESTS

Immediately following any media interviews, the Subrecipient must share the details of the coverage, including the likely publication and/or air date, with IIE Program Representative.

20. LOWER TIER SUBRECIPIENT AGREEMENTS

Subrecipient will not obtain the services of lower-tier subrecipients without the prior written approval of the IIE Program Representative. Included in any request for approval, Subrecipient will furnish to the IIE Program Representative 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 subrecipient. A copy of any proposed lower-tier subrecipient agreement must accompany the request for approval. Subrecipient 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 subrecipient.

21. TRAVEL

If travel is required, IIE will reimburse Subrecipient for approved travel costs at the most economical unrestricted round-trip coach-class airfare on a U.S.-flag carrier in accordance with the Fly America Act (49 U.S.C. 40118), as supplemented by an "Open Skies Agreement".

Any international travel not detailed in the approved budget (which must include the following information: origin/destination, number of travelers, and estimated cost) may be disallowed, unless approved in advance and in writing by IIE. In addition, all international travel shall be in compliance with the regulations incorporated into this Agreement through Attachment A.

Additionally, all lodging, meals, and incidental rates charged to the award cannot exceed the approved U.S. Government domestic and foreign per diem rates published on the GSA and Department of State websites, respectively. Subrecipient may request a waiver to the per diem rate requirement and IIE may grant the waiver in writing if IIE believes that it is in the best interest of the Work.

22. RECORD KEEPING AND ACCESS

Subrecipient will maintain books, records, documents, program and individual service records and other evidence of its accounting and billing procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature incurred in the performance of this Agreement. These records will be subject to monitoring, inspection, review or audit by authorized employees or agents of IIE or its funding sponsor, upon reasonable notice. Subrecipient will retain all records concerning this Agreement for a period of three (3) years after the submission of the final financial report. Subrecipient will maintain financial records sufficient to:

1. Substantiate its charges to IIE.
2. Allow for costs under this Agreement to be accounted for separately from costs funded by other sources.
3. Report on costs under this Agreement separately from costs funded by other sources.

If any litigation, claim or audit is started before the expiration date of this three (3) year period, the records will be retained until all litigation, claims or audit findings involving the records have been resolved.

23. AUDIT REQUIREMENTS

Subrecipients 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 Subrecipient, 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 Subrecipient receives funds under this Agreement.

Subrecipients that expend 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 Subrecipient 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 Subrecipient receives funds under this Agreement.

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

Subrecipients 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. Subrecipient will consult with IIE on such audit requirements.

24. PROGRAM INCOME

Program Income is defined as income earned by Subrecipient that is directly generated by a supported Agreement activity or earned as a result of the Agreement. Subrecipient will not earn Program Income in relation to this Agreement unless specified in the approved budget (Attachment D) or authorized in writing by the IIE Grants & Contracts Representative. Subrecipient will inform IIE in each financial report of any Program Income generated under the Agreement. Unless otherwise stipulated, any Program Income earned will be deducted from the total program allowable costs to determine the net allowable costs on which the reimbursable share of costs is based. Subrecipient will have no obligation to IIE with respect to Program Income earned from license fees and royalties for copyrighted material, patents, patent applications, trademarks, and inventions produced under this Agreement.

25. CLOSEOUT

At the end of this Agreement and after all final reports have been received and approved by IIE, Subrecipient 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, Subrecipient will complete and submit to IIE closeout documents provided to the Subrecipient by IIE.

26. 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.

27. 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.