

ARTICLE 1. PRIVACY

This Agreement may be 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 Consultant 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

The Parties agree and understand that this Agreement relies upon the particular skills possessed by Consultant and that the work assigned to Consultant relies upon those specific skills possessed by Consultant. Therefore, unless otherwise approved by IIE, any attempt by Consultant to sell, assign or otherwise transfer to a third party any of Consultant's obligations under this Agreement shall be deemed a termination by Consultant under Article 12 of this Agreement.

Consultant will, to the satisfaction of IIE, provide the services and any deliverables described in Attachment B to this Agreement (the "Work"). Consultant will regularly consult with, and comply with any instructions or directives regarding the scope and results of the Work given by the IIE Representative listed on Page 1 of this Agreement.

ARTICLE 3. PERIOD OF PERFORMANCE

The period of performance for completion of the Work begins on the Effective Date and continues through the Termination 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 satisfactory performance of the Work, IIE will pay the Consultant in accordance with the schedule and rates set forth on Attachment C up to the Maximum Amount shown on page 1 of this Agreement. Consultant will submit an invoice(s) to IIE (together with required supporting documentation, if any) in accordance with Attachment C, and IIE will pay all undisputed amounts within approximately 30 days of receipt.
- B. If travel and other expenses are authorized, reimbursement of expenses shall not exceed the maximum amount stated in Attachment C. Receipts for authorized expenses must be submitted pursuant to directions indicated in Attachment C.
- C. All amounts expressed in this Agreement are in United States Dollars.
- D. Consultant will not charge IIE sales and use taxes in the following jurisdictions: California; Colorado; the District of Columbia; Florida; Illinois; Indiana; New Jersey; New York; Rhode Island; and Texas. IIE will provide Consultant with a certificate to this effect upon request.
- E. Federal tax, state tax, and Social Security will not be withheld from the payment. Payments made by IIE to the Consultant will be reported on a Form 1099.
- F. 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 Consultant for IIE.
- G. Consultant will not deposit funds paid by IIE into an Iranian or Sudanese bank. IIE shall not be responsible for the loss of any funds deposited in violation of this provision.
- H. IIE will only be responsible to remit undisputed amounts for Work performed and invoiced by Consultant within 60 days from when such Work was performed. Consultant will forego payment of any funds for Work not invoiced within 60 days from when such Work was performed and IIE will be relieved of payment for such Work.

ARTICLE 5. INTELLECTUAL PROPERTY

The Work will be deemed to be work made for hire and IIE will own all right, title, and interest in and to the Work and each part and component thereof, whether or not patentable or copyrightable (including, without being limited to, results, inventions, information, materials, products, trade secrets, know-how, technical and non-technical data, discoveries, methods, processes, studies, research, test results, techniques, formulae, compounds, designs, improvements, developments, and any files, notebooks, drawings, software, computer programs, diagrams, specifications, and other documents containing or recording any of the foregoing), and any copyright therein and patent application or patent thereon. Consultant agrees that all right, title and interest in and to the Work has been transferred and assigned to IIE. At IIE's request, Consultant will promptly give, execute, deliver, file, and record any and all applications, assignments or other instruments, and will do such other acts and things, as IIE may deem necessary in order confirm transfer, assignment, conveyance, and vesting in and to IIE all right, title, and interest in and to the Work, each part and component thereof, all copyrights therein, and all patent applications and patents thereon; in order to assist IIE in prosecuting or defending any litigation and proceedings relating to the Work, any part or component thereof, any copyright therein, or any patent application or patent thereon; or in order to evidence or preserve IIE's ownership of the right, title, and interest in and to the Work, each part and component thereof, all copyrights therein, and all patent applications and patents thereon.

Intellectual Property owned or created by the Consultant 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 Consultant. If the Consultant incorporates any Prior Invention into any of the Work for IIE, the Consultant 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 Consultant 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 printed materials intended for a foreign audience produced pursuant to this Agreement must be marked appropriately with the standard rectangular U.S. flag in a size and prominence equal to (or greater than) any other logo or identity. If applicable, IIE will provide assistance and digital files.

This Section will survive termination of this Agreement.

ARTICLE 6. 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 money 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 Consultant 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 7. USE OF IIE NAME

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

ARTICLE 8. INSURANCE

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

ARTICLE 9. INDEMNITY

Consultant will defend, indemnify and hold harmless IIE from and against any and all losses, claims, allegations, demands, suits, proceedings, investigations, prosecutions, actions, causes of action, liabilities, obligations, costs, expenses, assessments, settlements, judgments, interest, penalties (including legal expenses and reasonable attorneys' fees), damages or injuries of any kind or nature whatsoever (including, without limitation, damage, loss or destruction of real or personal property, personal or bodily injury or death) to IIE and all other persons, caused by, resulting from, arising out of, or occurring in connection with: (i) Consultant's breach of this Agreement or applicable law; (ii) the infringement of any patent, copyright, trade secret, trademark, confidential information or other proprietary right of any third party; and (iii) Consultant's negligent acts or omissions or intentional conduct.

ARTICLE 10. CONFIDENTIALITY

A. Consultant (which includes employees, agents, and representatives of Consultant) 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 Consultant 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 Consultant; (ii) at the time of disclosure, was known to Consultant through lawful means or through acts of a third party who is free to make such disclosure without restriction; or (iii) is disclosed pursuant to a lawful order or requirement of a court, administrative agency, or other governmental body having jurisdiction over Consultant; provided however, that Consultant will provide prompt notice thereof to IIE to enable IIE to seek a protective order or otherwise prevent or restrict such disclosure.

C. This Article shall survive termination of this Agreement.

ARTICLE 11. RELATIONSHIP OF THE PARTIES

The relationship of Consultant to IIE is that of independent contractor solely and Consultant is directly responsible for the mode, method, and manner of its activities. Under no circumstances, as a result of this Agreement, will Consultant or any employee, agent, or representative of Consultant be considered an employee, agent, or representative of IIE. Nothing contained herein will create any agency, partnership, association, or joint venture between Consultant and IIE. Consultant 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 Consultant. Consultant will not make any representation, express or implied, that it is an agent or representative of IIE. Consultant will be responsible for all employment matters relating to Consultant and Consultant'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 12. TERMINATION

This Agreement may be terminated by the Parties as follows:

- i. (a) When both Parties agree to terminate by mutual consent; (b) if Consultant attempts to sell, assign or otherwise transfer to a third party any of Consultant's obligations without prior consent from IIE; or, (c) 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 Consultant.
- ii. 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.
- iii. Upon termination of this Agreement, Consultant 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.
- iv. Upon termination of this Agreement, Consultant 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 Consultant's possession or control; and, (3) provide IIE with such services related to the transfer of tasks listed on Attachment A to another subcontractor as is specified by IIE upon termination.

ARTICLE 13. GOVERNING LAW AND DISPUTES

This Agreement will be governed by and construed in accordance with the laws of New York, without regard to principles relating to conflicts of law. The courts 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 14. COMPLIANCE WITH LAWS AND REGULATIONS

- A. Consultant will, at its own cost and expense, comply with all federal, state and local laws, rules and regulations applicable to the performance by Consultant of its obligations under this Agreement. Consultant 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. Consultant shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that IIE and its service providers and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.
- C. Consultant will not otherwise violate U.S. export control and economic sanctions laws, including but not limited to the U.S. Department of Commerce's Export Administration Regulations and the economic sanctions programs administered by the U.S. Department of Treasury, nor take any other action that would cause IIE to be in violation of U.S. export control and economic sanctions laws.
- D. Consultant agrees that its employees and any pre-approved subcontractors or 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 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 U.S. law prohibiting transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism
 5. USA FREEDOM Act Public Law 114-23
 6. U.S. Executive Order 12432 Minority Business Enterprise Development
 7. 22 U.S.C. 78 Trafficking Victims Protection Act
 8. Section 504 of the Rehabilitation Act of 1973
 9. U.S. Executive Order No. 13665 Non-Retaliation for Disclosure of Compensation Information
 10. U.S. Executive Order No. 13706 Paid Sick Leave for Workers on Federal Contracts

ARTICLE 15. STANDARDS OF ETHICS AND BUSINESS CONDUCT

Consultant 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. Consultant agrees that, in relation to this Agreement and the subject matter hereof, neither (i) Consultant or any of its affiliates or employees, nor (ii) to the best of its knowledge or belief, any of its subcontractors, agents, representatives or other persons retained or otherwise engaged by Consultant, 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. Consultant 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 other anti-corruption legislation applicable to any Party to this Agreement. Consultant agrees that it shall incorporate terms similar to those set out herein into all or any contracts entered into by Consultant in relation to this Agreement and the subject matter hereof.

ARTICLE 16. LEGAL NOTICES

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

Director of Grants and Contracts
Institute of International Education, Inc.
1400 K Street NW, Suite 750
Washington, DC 20005

Vice President and General Counsel
Institute of International Education, Inc.
809 United Nations Plaza
New York, NY 10017-3508

ARTICLE 17. 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 18. 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 19. SUCCESSORS

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

ARTICLE 20. 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: Payment

ARTICLE 21. 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. 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 scanned 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 AND OTHER REQUIREMENTS

The following laws, regulations, codes and other 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 subcontractor or service provider engaged by the Consultant. Consultant agrees that its employees and any approved third-party subcontractors 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"/>	Federal Acquisition Regulations - Part 31 Contract Cost Principles and Procedures
<input type="checkbox"/>	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
<input type="checkbox"/>	§5 of the International Air Transportation Fair Competitive Practices Act of 1974 ("Fly America Act"), as supplemented by any "Open Skies Agreement"
<input type="checkbox"/>	42 U.S.C. 7401 – 7671Q Clean Air Act
<input type="checkbox"/>	33 U.S.C. 1251 – 1387 The Federal Water Pollution Control Act, as amended
<input type="checkbox"/>	Immediately following any media interviews, the Consultant 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"/>	Travel and other expenses to be reimbursed at cost pursuant to Attachment C
<input type="checkbox"/>	Clicker here to enter a flow down provision or requirement.

- 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 "Consultant," the term "Department of State," or "Government" shall mean "IIE;" and the term "Grants Officer" shall mean the "IIE 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 in Article 13 of this Agreement. The Consultant will have no direct access to the Disputes process as defined in the terms of the Prime Agreement referred to on Page 1 of this Agreement.