

SUBAWARD

between

American Councils for International Education: ACTR/ACCELS

and

Universitas Negeri Malang (UM)

Sub Award Number: S-ECAGD-22-CA-0007-2022 Universitas Negeri Malang

ECA AWARD NO.: S-ECAGD-22-CA-0007-2022

ECA AWARD TITLE: FY2021 Critical Language Scholarship (CLS) Program

EFFECTIVE DATE: 11/24/2021

EXPIRATION DATE: 09/30/2023

CEILING AMOUNT: \$27,000,000

COST-SHARE AMOUNT: \$332,184

AGREEMENT TYPE: Advanced Payment and Cost Reimbursable Agreement

This subaward is entered into on February 1, 2022 by and between **American Councils for International Education** (hereinafter referred to as **American Councils**), and **Universitas Negeri Malang** (hereinafter referred to as **Subrecipient**), is for the performance of certain work/services and reimbursement of allowable costs.

BACKGROUND

American Councils has received from US Department of State, ECA (hereinafter referred to as Federal Agency), an Award entitled, “**Critical Language Scholarship (CLS) Program**” (hereinafter referred to as **Award**), with an Award number of S-ECAGD-22-CA-0007-2022 and a federal CFDA number of 19.009.

In addition to the terms and conditions described below, the **Subrecipient** also agrees to abide by all terms and conditions set forth under the **Subaward**.

The **Subrecipient** has received a Unique Entity Identifier (UEI) number (**ZV5XKLHNWJV6**) as part of the System for Award Management (SAM) registration. Effective April 4, 2022, the UEI Number must be issued and shared with **American Councils** before funds can be issued.

This agreement defines the responsibilities and deliverables of the **Subrecipient** and **American Councils** for the administration of a CLS institute in Indonesia to support the study of approximately **23** U.S. undergraduate and graduate students, at least 18 years old prior to participation in the program, at the **Subrecipient** institution. The responsibilities, processes, and procedures defined herein have been developed and implemented to comply with the requirements stipulated in the **Subaward** issued by the U.S. Department of State.

Therefore, the parties agree as follows:

ARTICLE I - Scope of Work

The **Subrecipient** agrees to perform the work outlined by Jeanette Owen, Director; Nellie Manis, Manager; and Jessica Klink, CLS Program Officer, hereto and incorporated herein by reference.

i. Project Responsibilities

1. As a partner to **American Councils** for CLS, the **Subrecipient** shall provide a language and cultural program located at its facilities in Malang, Indonesia for approximately 23 U.S. undergraduate and graduate students.
2. The **Subrecipient** shall provide suitable accommodations to participants, as defined in Section ii; **American Councils** shall issue participants stipends to cover other costs of living during the program.
3. **American Councils** shall appoint a **resident director** (hereinafter referred to as **RD**) to assist in the administration of the program; expenses and compensation will be provided by **American Councils**.
4. Participants shall attend a minimum of 20 hours per week of language instruction to be provided by qualified faculty; faculty shall provide regular feedback and assessment, including provision of final grades.
5. The **Subrecipient** shall run a cultural program, including activities and group excursions, exclusively for participants in the CLS Program, in accordance with an Institute Plan approved by ECA, as detailed in Section ii.
6. The **Subrecipient** shall pair participants with suitable language partners for the duration of the program.
7. The **Subrecipient** shall provide participants with cell phones and a connectivity plan, unless alternate arrangements have been provided by **American Councils**.
8. The **Subrecipient** shall assist **American Councils** in providing visa and registration support to participants.
9. The **Subrecipient** shall provide an orientation and training for staff, teachers, host families or roommates (if applicable), and language partners, including training on support for diverse students and the CLS Sexual Harassment Policy.

ii. Deliverables

The **Subrecipient** agrees to provide the following program deliverables and respond to problems or crises related to the following program parameters.

1. Language and Cultural Program: The **Subrecipient** agrees to provide a language and cultural program for approximately 23 participants for 8 weeks. These classes shall be designed for, and attended by, CLS participants only. During any initial quarantine period, classes should be held virtually.
 - The group of participants will arrive in Malang, Indonesia on June 15, 2022, and depart from Malang, Indonesia on August 10, 2022.
 - This program shall include a minimum of 20 hours per week of classroom instruction. In the event that participants are required to undergo a quarantine period, the **Subrecipient** and **American Councils** will agree upon a reduced number of hours.
 - **Class size shall not exceed 10 participants, without prior approval from American Councils.**
 - Participants shall be placed by the **Subrecipient** into classes appropriate to their language level, as determined by a placement process conducted by the **Subrecipient**. Participants are accepted to the program at the beginning, advanced beginning, intermediate and advanced levels.
 - The **Subrecipient** shall provide course descriptions for each level; any changes to course descriptions must be approved by American Councils prior to the start of the program.

- Teachers shall track participant progress throughout the program and the Subrecipient will submit final grades to American Councils within 10 days of the students' departure from the host city.
 - If a participant is significantly more or less proficient than the majority of the group, the **Subrecipient** agrees to develop and provide reasonable supplemental activities to address individual needs. This may include, but is not limited to: one-on-one tutorials, supervised independent study, and additional out-of-class assignments. The **Subrecipient** should discuss individual needs with the **CLS Program Officer** in advance of implementing; adjustments that affect the program budget shall be submitted to the **CLS Program Manager** for approval in advance.
 - The **Subrecipient** shall provide training sessions on sexual harassment and diversity for the teachers designated to serve as instructors for the CLS Program as part of their preparation for the academic program. In addition, these trainings should be provided to other program affiliates such as language partners and host families. Sample training materials are provided by American Councils in the CLS Operational Guidelines, though partners may adapt and supplement training materials, as needed.
2. In-country Orientation: The **Subrecipient** agrees to provide participants with a full orientation upon their arrival. The RD will be able to assist with some topics, working in conjunction with the **Subrecipient**. The orientation should cover:
- Information on accommodations:
 - Directions to and from the residence and institute.
 - Introduction to cultural norms of daily life.
 - An overview of the academic program.
 - An introduction of faculty and staff. This should include a printed handout detailing names and contact information for all relevant staff.
 - A health and safety session to be presented in conjunction with the RD.
 - A security briefing from a U.S. Embassy or Consular official, to be coordinated in advance by the **Subrecipient**. This may constitute of:
 - A direct visit from a U.S. Embassy official.
 - A group excursion by participants to the local U.S. Embassy or Consulate.
 - If no one from the U.S. Embassy or Consular official is available to address the students, the **Subrecipient** should present security information to participants as directed by the local U.S. Embassy or Consulate.
 - Information on local medical facilities, transportation options and helpful amenities (such as grocery stores, restaurants, laundry facilities, etc.).
3. Cultural Excursions: The **Subrecipient**, in collaboration with the American Councils RD, agrees to provide excursions to cultural sites with the goal of increasing participants' linguistic and cultural knowledge of Indonesia. These excursions shall be designed for and attended by CLS participants and CLS institute staff only (participants from other programs are not permitted to attend CLS excursions). In response to the pandemic, the **Subrecipient** and **American Councils** will review options for in-person excursions and adjust the budget accordingly if in-person activities are not feasible. For any activities conducted in person, the following conditions apply:
- Teachers, language partners and administrative staff associated with the CLS Program may accompany participants on cultural excursions.
 - Participants shall spend no more than 3 nights away from the program site during the program.

- For all overnight group travel, the **Subrecipient** shall appoint a responsible teacher, language partner or administrative staff member to accompany the RD and participants on all group travel.
 - The **Subrecipient** shall make all reasonable efforts to ensure that staffing for group travel activities includes both genders. For instance, if the RD is male, at least one staff member from the **Subrecipient** should be a woman. If a staff member cannot be provided, a responsible language partner may be appointed following a basic health, safety and security training session with the RD and the **Subrecipient** staff.
 - The **Subrecipient** shall ensure due diligence has been met when vetting providers for services related to cultural excursions and activities.
4. Language Partners: As part of the academic program, the **Subrecipient** agrees to develop a program that pairs CLS participants with host-country language partners for the purposes of one-on-one language development. In response to the pandemic, it is possible that some or all language partner hours may need to change to virtual meetings.
- The **Subrecipient** shall designate a staff member who will act as Language Partner Coordinator; that person will be responsible for all aspects of the language partner program. These responsibilities may include: recruiting, training, disbursing honoraria, scheduling, maintaining regular communication, and collecting reports, among other activities.
 - Qualified language partners will be recruited in advance of the program, and trained by the **Subrecipient**.
 - Each participant shall be paired with one language partner.
 - The **Subrecipient** shall work with the American Councils RD to match language partners with each program participant.
 - Language partners shall be required to meet with students for a minimum of 3 hours each week.
 - The **Subrecipient** will provide an orientation session for the language partners, including a sexual harassment training and a diversity training. **American Councils** has provided training materials in the CLS Program Operational Guidelines.
5. Cell Phones: The **Subrecipient** shall provide students with cell phones and connectivity plans. **American Councils** shall take financial responsibility for their purchase in excess to the original budget agreement. After the program ends, the phone devices will remain in the possession of the **Subrecipient**. In response to the pandemic, **American Councils** and the **Subrecipient** will coordinate to ensure adequate connectivity and adjust the program budget accordingly.
6. Transportation: The **Subrecipient** agrees to provide local transportation between the program site and the airport at the beginning and end of the program; the **Subrecipient** shall ensure due diligence has been met when vetting local transportation providers. The **Subrecipient** shall identify a responsible staff member to accompany students on their way to and from the airport. **American Councils** shall inform the **Subrecipient** of the final international travel itinerary at least 30 days before the start of the program.
7. Accommodations: In response to the pandemic, group housing is strongly recommended for the 2022 summer institutes. The **Subrecipient** shall appoint from among its staff a housing coordinator to oversee program accommodations, including assistance in inspecting and assigning housing and assisting in identifying alternative housing options in the event a participant must be removed from a housing situation.
- The housing coordinator shall oversee student placement in program accommodations.

- The housing coordinator shall visit and conduct inspections of program housing (excluding government-appointed facilities that have not been agreed upon in advance of arrival) to ensure that it meets the requirements set forth below.
 - The housing coordinator will provide information regarding pertinent rules and regulations that participants must adhere to before the start of the program, including any necessary requirements to limit the spread of COVID, such as vaccination, testing, masking, and/or social distancing policies.
 - The **Subrecipient** shall maintain records documenting inspection of the program accommodations. Sample inspection forms are provided by **American Councils** in the CLS Operational Guidelines.
 - Housing shall be accessible to the institute through institute-provided transportation or public transportation and participants should expect to travel no more than 45 minutes each way between their accommodations and classes.
 - Participants will be provided breakfast each day at the hotel, and lunch on school days at UM.
8. Institute Plan: The **Subrecipient** agrees to submit a complete overview of planned program activities to **American Councils** by **April 1, 2022**, using the CLS Institute Plan template.
9. Participant Data: **American Councils** shall provide the **Subrecipient** with participant names, biographical information and academic background 45 days prior to the start of the summer program.
- iii. **Resident Director:**
1. **American Councils** will appoint a CLS resident director (RD) to provide additional support to CLS participants. In addition to providing CLS participants with academic and cultural advising, this individual shall be present throughout the program and available outside regular business hours in case of emergencies.
 2. The **Subrecipient** shall provide space for the RD to work during class hours. In addition, the **Subrecipient** shall provide space for the RD to conduct weekly meetings with participants.
 3. The **Subrecipient** shall assist in identifying suitable housing for the RD before his or her arrival, and advise on transportation and communication services for the RD.
 4. **American Councils** shall assume financial responsibility for all costs related to the RD's participation in program activities, such as group travel. **American Councils** agrees to pay additional RD-related costs such as single-occupancy accommodations during group travel, phone and internet charges in excess of amount in budget, etc.
 5. Payments and financial reporting for any services provided by the **Subrecipient** for the RD shall adhere to procedures in **ARTICLES IV and V**. Payments shall be provided upon receipt of invoice(s) using the separate invoice template for RD expenses (Attachment 4).
- iv. Visas: The **Subrecipient** shall assist **American Councils** with all visa invitations and immigration documentation required to ensure that all participants and the RD are in full compliance with all visa regulations during their stay in the host country.
- v. The **Subrecipient** shall appoint staff responsible for working with faculty, staff, language partners, host families (if applicable) and others affiliated with the CLS Program to provide trainings regarding sexual harassment and diversity, using materials provided by American Councils or materials that can be adapted for the CLS Program trainings.
- a. Sexual Harassment Policy: The U.S. Department of State, American Councils, and the CLS Program expressly prohibit sexual harassment and sexual violence in all of its programs and at all of its locations, including homestays and social settings

where students gather as part of their participation in the program. This policy applies to the conduct of all students, staff, and third parties that work with CLS Program participants. When **Subrecipient** program staff know of possible sexual harassment, including sexual violence, it will report incidents to **American Councils** staff. If a review reveals that a violation of this policy occurred, the **Subrecipient** and **American Councils** will coordinate to take prompt and effective steps reasonably calculated to end the harassment, eliminate the hostile environment, prevent the harassment from recurring, and, as appropriate, remedy its effects.

- b. Diversity: The Bureau of Educational and Cultural Affairs of the U. S. Department of State strives to ensure that its efforts reflect the diversity of U.S. society and societies abroad. The Bureau seeks and encourages the involvement of people from traditionally underrepresented audiences in all its grants, programs and other activities and in its workforce and workplace. Opportunities are open to people regardless of their race, color, national origin, sex, age, religion, geographic location, socio-economic status, disability (physical or mental), sexual orientation or gender identity. The Bureau is committed to fairness, equity and inclusion. The CLS Program seeks to represent the full diversity of the U.S. student body, including students from a wide range of institutions (public and private universities, minority-serving institutions, community colleges), geographic regions and fields of study.
- vi. The **Subrecipient** shall assist American Councils (should American Councils deem it necessary) in reviewing, investigating, and addressing concerns related to institute staff, instructors, host families, roommates, language partners and others affiliated with the CLS Program, in keeping with the host institution personnel and sexual harassment policies and those of American Councils. CLS Program participants are also required to adhere to the program policies, including the CLS Program sexual harassment policy and all program policy guidance regarding code of conduct.

Please note that American Councils does not discriminate on the basis of race, color, sex, sexual orientation, religion, age, national origin, or disability (which does not prevent an employee from performing the functions of the employee's job). American Councils is an equal opportunity employer in its employment policies and practices, educational policies, admissions policies, scholarship and loan programs, and other American Councils-administered programs.

ARTICLE II - Period of Performance

The term of this subaward shall extend from **February 1, 2022** through **August 31, 2022**. Unless stated elsewhere in this subaward, **Subrecipient's** expenditures incurred prior to the beginning date or subsequent to the end date are unallowable. **Subrecipient** shall notify **American Councils**, as soon as possible, of any reason that might contribute to the failure to perform within the specified term even if such reason is beyond the control and without fault or negligence of the **Subrecipient**. The performance period may be modified by mutual agreement in writing of the parties.

Article III. Key Personnel

Dr. Gatut Susanto shall be responsible for the completion of the subrecipient's component tasks, as set forth in the **Article I, Scope of Work**.

Dr. Gatut Susanto, M.M., M.Pd.

Director BIPA Program

D16 Building, Jl. Semarang No. 5 Malang 65145, East Java, Indonesia

Phone: (+62) 818533491

Email: gatutus@yahoo.com

ARTICLE IV - Consideration, Records and Billing Instructions

1. All expenditures paid with funds provided by this Subaward must be incurred for authorized activities, which take place during this period, unless otherwise stipulated. Payment of funds under this Subaward will not be disbursed until American Councils has been assured that the **Subrecipient's** financial management system will provide effective control over and accountability for all Federal funds in accordance with 2 CFR 200.300 – 200.303.
2. **American Councils** and the U.S. Department of State appreciates cost sharing on the part of CLS **subrecipients**. Allowable cost sharing includes those costs that benefit the program and are eligible to be charged to the CLS award, but are covered by the **Subrecipient** as a commitment to the program. Examples of cost share may include but are not limited to, discounts for goods and services received due to Subrecipient established relationships, visa invitation issuing fees, local transportation costs, room rental fees for classrooms, office space, and orientation and closing ceremony space, language learning materials, excursion costs for language partners and teachers, and office supplies. A cost share report using the template provided in Attachment 6 shall accompany any cost share reported in the final financial report.
3. The total compensation to be paid for **Subrecipient's** activities shall not exceed **\$131,146.00** based on the budget outlined in Attachment 1 hereto and incorporated herein by reference without written approval from American Councils.
4. American Councils' payment to **Subrecipient** shall be based upon the terms and conditions as specified in this subaward, Federal award and the availability and allocation of Federal Agency's funds, necessary to finance performance.
5. The determination of allowable costs for **Subrecipient's** activities shall be made in accordance with 2 CFR 200, Subpart E - Cost Principles, inclusive of all amendments in effect as of the date of this agreement.
6. **Subrecipient** shall maintain reasonable records incident to the performance of this subaward and shall allow **American Councils** and/or Federal agency access to these records. At any time **American Councils** may request additional documentation to support charges on the invoice. **Subrecipient** should permit **American Councils** to have access to the subrecipient's records and financial statements as necessary for audit purposes.
7. Payment will be provided upon receipt of invoices (a) identified by the ID number located on the top of the first subaward page, (b) reflecting the cost categories as outlined in the budget (Attachment 1), and (c) approved and signed by the **Subrecipient's** appropriate administrative official. Invoices shall provide a current and cumulative breakdown of costs and required cost sharing in separate columns using the invoice template provided in Attachment 2, 3 and 4. Deviations from this template must be approved in advance by **American Councils**.
8. Up to 80% of the program budget may be requested in the form of an advance payment from **American Councils**. An invoice for the advance payment may be submitted in March for an advance payment issued in April. Due to the short-term nature of the CLS Program, the advance payment is designed to cover costs incurred before the start of the program and initial program period. This includes pre-program activities such as payments to staff assigned to prepare CLS Program institute plans; develop the academic curriculum; select and train teachers; recruit, screen, and train language partners; provide deposits to procure student housing; provide deposits for transportation, lodging and meals for cultural excursions; and cover local

transportation necessary for management of program logistics. The advance payment also provides for the initial payments to CLS Program teaching staff, language partners, host families or housing fees, administrative staff, as well as costs associated with airport transfers, the in-country orientation, and cultural excursions. An invoice estimating the distribution of the advance request based on the budget included in Attachment 1 must be submitted to American Councils before payments can be authorized.

9. The remaining 20% of program costs may be invoiced upon completion of the program. An itemized invoice must be submitted to **American Councils** in order to receive the remaining program costs. The Final Invoice shall be clearly identified as “final” and shall be submitted no later than **30 days** after the subaward’s end date. Invoices received after that are subject to not being paid.
10. Currency exchange. Cost increases for fluctuations in exchange rates is subject to the availability of funding. Prior approval of exchange rate fluctuations is required only when the change results in the need for additional Federal funding. Payment shall be made in USD to an account designated by the **Subrecipient**, and remittance charge shall be borne by **American Councils**. In the event of a currency fluctuation, the partner may request an amendment to the program budget.
11. **American Councils** agrees to reimburse the **Subrecipient** within 20 business days of receipt of an approved invoice.
12. **American Councils** shall make no payments without receipt of invoice.
13. **Subrecipient’s** charges for salaries and wages must be based on records that accurately reflect the work performed (2CFR200. 430). Individuals can be specifically identified with the project.
14. It is understood and agreed that the **Subrecipient** must provide the minimum amount of cost sharing as stipulated in the approved budget (see Attachment 1). Cost sharing may be in the form of allowable direct or indirect costs. The **Subrecipient** must maintain written records to support all allowable costs which are claimed as being its contribution to cost participation, as well as costs to be paid by the Federal Government. 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. In the event the **Subrecipient** does not provide the minimum amount of cost sharing as stipulated in the **Subrecipient’s** approved budget, the **American Councils’** contribution will be reduced in proportion to the **Subrecipient’s** contribution.
15. The Final Invoice shall be clearly identified as “final” and shall be submitted no later than **30 days** after the subaward’s end date. American Councils’ Representative (Program Director) is responsible for ensuring that **Subrecipient’s** final financial report is received within this time period.
16. All invoices and reports shall reference the Subaward number (see Attachment 2, 3, 4 and 5) and be submitted to the following address or emailed to **jklink@americancouncils.org** (Program Officer’s email address):

Jessica Klink, CLS Program
American Councils for International Education
1828 L Street NW Suite 1200
Washington DC 20036

17. The payment of funds to **Subrecipient** under the terms of this Subaward shall be contingent on the receipt of such funds by **American Councils** from federal funding sources and shall be subject to **Subrecipient’s** continued eligibility to receive funds under the applicable provisions of prime award.

If the amount of funds that **American Councils** receives from federal funding sources is reduced, **American Councils** reserves the right to reduce the amount of funds awarded under, or terminate, this Subaward. In the case of a reduction of federal funding, there will be a corresponding reduction in the scope of work as agreed upon by American Councils and **Subrecipient**. **American Councils** also reserves the right to deny payment for **Subrecipient's** expenditures for approved services where invoices and/or other reports are not submitted by the deadlines.

18. Cancellation Policy.

Overseas programming may be subject to cancellation due to the COVID-19 pandemic or other unforeseen causes. Initial determinations about program status shall be made by March 1, 2022 but are subject to change prior to June 2022. If overseas programming is canceled by American Councils on or after March 1, 2022 but prior to the program start date, American Councils agrees to pay **Subrecipient** a percentage of the total approved budget according to the schedule provided below. Deposits or advance payments under contracts procured on behalf of the program, such as for housing accommodations, will be reimbursed in keeping with the terms of the contract.

Before Departure:

The first stop-loss point: March 1-March 31, 2022.

Between March 1-March 31, 2022 if, due to force majeure, the two parties decide to suspend the implementation of the 2022 program, American Councils agrees to pay 5% of the total program budget in addition to meeting signed contractual obligations (deposits, advance payments, related fees) made on behalf of the CLS Program.

The second stop-loss point: April 1-April 30, 2022.

Between April 1, 2022 – April 30, 2022, if, due to force majeure, the two parties decide to suspend the implementation of the 2022 program, American Councils agrees to pay 10% of the total program budget in addition to meeting signed contractual obligations (deposits, advance payments, related fees) made on behalf of the CLS Program.

The third stop-loss point: May 1-May 31, 2022

Between May 1-May 31, 2022, if, due to force majeure, the two parties decide to suspend the implementation of the 2022 program, American Councils agrees to pay 20% of the total program budget in addition to meeting signed contractual obligations (deposits, advance payments, related fees) made on behalf of the CLS Program.

After Arrival:

If COVID or other conditions emerge that requires a suspension of in-person instruction, both parties agree to discuss a flexible arrangement of class schedules and locations to allow the program to proceed safely. The **Subrecipient** shall be responsible for providing adequate care and shall try to the extent possible to enable students to continue their classes (through virtual platforms or other similar methods). American Councils will be responsible for covering additional costs necessitated by such measures in discussion with **Subrecipient**.

If the overseas program is cancelled **Subrecipient** may be given the opportunity to provide virtual programming alternatives. Amendments would be made to this Subagreement with an updated program budget in such case.

ARTICLE V – Reports

1. **Subrecipient** shall submit program reports as required by Federal Agency (ECA) and **American Councils**. **Subrecipient** shall provide a final narrative report (with English translation, if necessary) based on a provided template no later than **September 15, 2022**. A comparison of actual accomplishments to the objectives of the **Subaward** and Federal award established for the period. Where the accomplishments of the Federal award can be quantified, a computation of the cost (for example, related to units of accomplishment) may be required if that information will be useful.
2. **Subrecipient** shall submit the final financial report no later than **September 30, 2022** (see Attachment 5). Any unused funds must be returned to **American Councils** once the final financial report has been processed by **American Councils** and the amount of unused funds confirmed.

ARTICLE VI - Intellectual Property

Any intellectual property arising out of the activities assisted by this subaward shall be promptly and fully reported to American Councils' Representative. The ownership and manner of disposition of all rights in and to such intellectual property shall be subject to the regulations issued by the Federal Agency as such regulations appear in the **Award** between the ECA and American Councils.

ARTICLE VII - Proprietary and Confidential Information

1. **American Councils** and **Subrecipient** agree to use all reasonable diligence to prevent disclosure to third parties any confidential information disclosed to it under this **Subaward** and marked by either party as confidential for a period of three (3) years from the date of disclosure. Such information shall be disclosed in writing and marked "confidential," or if disclosed orally or in other documentary form shall be reduced to writing and marked "confidential" within thirty (30) days thereafter. Disclosure of confidential information to employees, officers, agents, and representatives shall be only on a need-to-know basis and as necessary for the purposes of this subaward. This non-disclosure obligation shall not apply to information:
 - 1) already in or that subsequently enters the public domain through no fault of **American Councils** or **Subrecipient**;
 - 2) presently known or becomes known to **American Councils** or **Subrecipient** from its own independent sources;
 - 3) received by **American Councils** or **Subrecipient** from any third party not under obligation to keep such information confidential;
 - 4) independently developed by **American Councils** or **Subrecipient** without use of the other's confidential information; or
 - 5) required to be disclosed by law.
2. The **Subrecipient** agrees to conform to provisions of HIPPA in protecting participants' medical records and information.
3. CLS participant names, college/university names, educational status, field of study, language of study, host institute, and host country name may be publicly shared. Additional information about CLS participants may not be used without written participant permission.

ARTICLE VIII – Media & Publicity

1. The **Subrecipient** shall consult with **American Councils** prior to conducting CLS Program publicity, including inviting or speaking with reporters and creating promotional materials.
2. In collaboration with **American Councils**, the **Subrecipient** and the local Resident Director shall together determine the appropriateness of local media requests to publish positive stories related to CLS. In cases involving potentially negative news coverage and/or regional, national, or international media, the **Subrecipient** shall consult with **American Councils** for approval and support prior to speaking with the media. The **Subrecipient** shall consider the audience receiving the message; consider the potential effects of the news coverage, including effects on participant safety and the future of the program; be sensitive to the privacy of persons affiliated with CLS; and where possible, inform CLS participants ahead of time if media representatives will be present.
3. The **Subrecipient** may use or publish photographs of CLS participants only if they were taken by CLS staff. In other cases, the **Subrecipient** must obtain a photo permission waiver from any CLS participants who are in a photo and took the photo.
4. Persons affiliated with the CLS Program may express themselves on Web sites, personal blogs, and social networks. However, they must acknowledge that the blog or Web site is not an official Department of State or CLS Program Web site and that the views expressed do not represent the CLS Program or the Department of State. Persons must maintain a standard of conduct in keeping with the spirit and intent of the CLS Program: to increase mutual understanding between people of the U.S. and the people of other countries.

ARTICLE IX - Assignments and Subcontracts

Neither performance nor payment involving the whole or any part of this subaward as described under Article I may be assigned, subcontracted, transferred, or otherwise given or imposed on any other party by **Subrecipient** without the prior written consent of American Councils. **Subrecipient** shall pass the appropriate Federal Agency information to any **Subrecipient**. As applicable, this shall include Federal Agency name, Award ID number, Award title, CFDA number and appropriate flow-down requirements.

ARTICLE X - Changes and Prior Approval

Subrecipient is responsible for both notifying **American Councils** and obtaining prior written approval from **American Councils** identified in Attachment 1 with respect to any changes that may materially alter the terms of this subaward. Examples include, but are not limited to, changes in the period of performance, in **Subrecipient's** Representative, significant rebudgeting, and changes in the scope of work. In the event of uncertainty as to whether a change is significant enough to require prior approval, questions shall be referred to **American Councils**.

ARTICLE XI - Insurance

Subrecipient shall be solely responsible for any and all third party liability insurance that might be incurred in the performance of this subaward.

ARTICLE XII - Suspension

American Councils reserves the right to suspend this subaward at any time by electronic or telephone notice to **Subrecipient** followed by written notice within 10 days of the initial notice. **Subrecipient** shall immediately stop performance and shall not perform under this subaward until receiving a resume performance notice from **American Councils** followed by written notice within 10 days. **American Councils** shall provide **Subrecipient** with the reason(s) for suspension and indicate if any remedies are available to **Subrecipient**. If **American Councils** and **Subrecipient** mutually agree the reason(s) for the suspension have been remedied, **American Councils** shall issue a resume performance notice to

Subrecipient. **Subrecipient** shall not be reimbursed or paid for any charges during the suspension period.

ARTICLE XIII - Termination

Both **American Councils** and **Subrecipient** reserve the right to terminate this subaward at any time by giving written notice to the Administrative Representative of the other party at least 30 days prior to the effective date of termination.

In the event of default, either by **Subrecipient's** failure to substantially perform its obligations, **Subrecipient's** violation of other material terms of this subaward, or **Sponsor's** termination of work by **American Councils** on the subject matter of this **Award**, then performance by the **Subrecipient** under this subaward may be terminated by **American Councils** at any time by giving written notice to the **Subrecipient**. Should performance be so terminated, the **Subrecipient** shall be paid for its reasonable costs and commitments to the date of termination, but only to the extent that such costs and commitments are reimbursable to **American Councils** under the terms of Federal Agency's Award. Payment shall be made upon submission to **American Councils** of a final invoice covering the aforementioned performance and submission of any and all results achieved to the time of termination and acceptance thereof by **American Councils**.

ARTICLE XIV - General Provisions

The following general provisions become operative if the particular subject relates to activity to be performed under this subaward.

1. Grant-Related Income (2CFR200. 400)
Subrecipient must report to **American Councils** any grant related income as covered by 2 CFR 200 Subpart D. Disposition of such income shall be consistent with the terms of the Federal Award.
2. Indirect Costs and NICRA.
If **Subrecipient** is a U.S.-based entity, **Subrecipient** must submit the most recent NICRA to American Councils. **Subrecipient's** indirect costs must be charged to the project according to rates prescribed in **subrecipient** NICRA (2CFR200.323).
3. Equipment Accountability and Disposition
For purposes of this subaward, equipment is defined as those items costing \$5,000 or more and having a useful life of more than two years. Except for for-profit firms/organizations, title to all equipment purchased under this subaward shall vest in **Subrecipient** upon acquisition unless it is determined that to do so is not in furtherance of the objectives of **American Councils**. Administration, internal control, and management of equipment shall comply with the requirements of 2 CFR 200 Subpart D. Except for a model change for equipment in **Subrecipient's** proposed budget, **Subrecipient** shall request prior approval from **American Councils** for the purchase of equipment not in **Subrecipient's** proposed budget, see the Attachment 1.
4. Internal Control
Subrecipient must establish and maintain effective internal control over the subaward that provides reasonable assurance that the non-federal entity is managing the federal funds in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award and subaward (2CFR200.303).
5. Federal Funding Accountability and Transparency Act (FFATA)
In accordance with 2 CFR 200.211 for Federal spending transparency (e.g., FFATA), for applicable Federal awards American Councils should announce all Federal awards publicly and publish the

required information on www.USAspending.gov. **American Councils** identifies **Universitas Negeri Malang** as subject to FFATA reporting requirement: **Yes**. **Universitas Negeri Malang** is required to complete and sign Attachment 7 and return prior to the execution of subaward.

ARTICLE XV - Certifications

By accepting this subaward, **Subrecipient** certifies compliance with the following, if applicable:

1. **Non-Discrimination**. **Universitas Negeri Malang** certifies that it is in compliance with the provisions of Title VI of the Civil Rights Act of 1964 (PL88-352) (45 CFR 611), and the regulations issued pursuant thereto.

2. **Debarment, Suspension, Repayment of Federal Debt**

Subrecipient certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. Furthermore, **Subrecipient** certifies neither it nor its principals are delinquent on the repayment of any federal debt.

3. **Audit Requirements**

If **Subrecipient** is subject to Single Audit (2CFR200. Subpart F. Audit), **Subrecipient** hereby certifies that it meets the requirements of Single Audit and agrees to provide annual certifications of Single Audit compliance to AMERICAN COUNCILS for a period of one year following the termination of the subaward. In the event of audit findings, the **Subrecipient** agrees to send to AMERICAN COUNCILS its audit report including its corrective action plan within 30 days of the annual certification. In accordance with Single Audit, AMERICAN COUNCILS shall issue a management decision to the **Subrecipient** within sixty days. Failure to comply with audit requirements may result in the termination of the subaward.

If **Subrecipient** is not subject to Single Audit (2CFR200. Subpart F. Audit) and expends more than \$750,000 per year in federal funds, **Subrecipient** certifies that an independent financial audit has been conducted for the most recently ended fiscal year and agrees to provide annual certification of completion to American Councils for a period of one year following termination of the subaward. In the event of audit findings, **Subrecipient** agrees to send to **American Councils** its audit report including its corrective action plan within 30 days of the annual certification. In accordance with Single Audit, **American Councils** shall issue a management decision to **Subrecipient** within 60 days. Failure to comply with audit requirements may result in a termination of the subaward.

4. **Conflict of Interest (2 CFR 200.112)**.

Subrecipient certifies that it has in effect a written and enforced administrative process to identify and manage, reduce, or eliminate conflicting interests with respect to all projects for which funding is sought. Prior to the expenditure of any funds under this subaward, the **Subrecipient** will report to the American Councils the existence of any conflicting interest found by the **Subrecipient** and will assure that the interest has been managed, reduced, or eliminated.

5. **Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions**

By signing this subaward, **Subrecipient** hereby certifies to the best of his or her knowledge:

- No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or

attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, **Subrecipient** shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to **American Councils**.

ARTICLE XVI - Entire Subaward

This subaward is intended by the parties as a final written expression of their agreement and supersedes and replaces any prior oral or written agreement. Any terms or conditions proposed by the **Subrecipient** inconsistent with or in addition to terms and conditions herein contained shall be void and no effect unless specifically agreed to by **American Councils** in writing and signed by both parties.

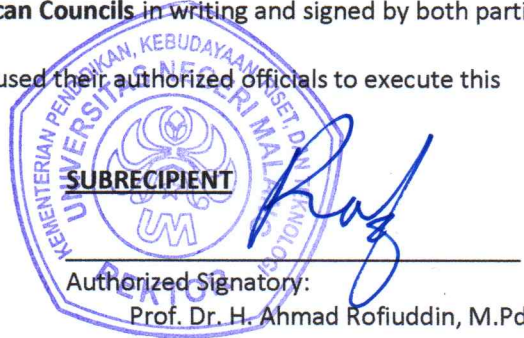
IN WITNESS WHEREOF, the parties hereto have caused their authorized officials to execute this subaward as of the date(s) set forth below:

American Councils for International Education



Authorized Signatory:
Dr. David Patton
President
American Councils for International Education

04/25/2022
Date



Authorized Signatory:
Prof. Dr. H. Ahmad Rofiuddin, M.Pd
Universitas Negeri Malang

04/18/2022
Date

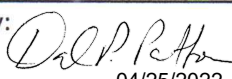
Attachment 1. Program Budget

Universitas Negeri Malang
 Malang, Indonesia
 FY2022 CLS Budget
 CLS Indonesian

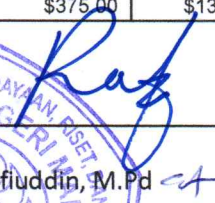
Universitas Negeri Malang
 Subaward Number: Universitas Negeri Malang, Award Number S-ECAGD-22-CA-0007-2022
 Subaward Amount: \$131,146.00
 Subaward Period: March 1, 2022 – August 31, 2022

Total Number of Participants:	23			
	Column 1	Column 3	Column 4	Column 5
<i>PARTNER: Universitas Negeri Malang Malang, Indonesia DUNS Number: 726529691 UEI: ZV5XKLHNWJV6</i>	Cost Per	Total for group	Cost Share	Total FY 2022 Budget
Personnel	\$625.00	\$14,375.00	\$0.00	\$14,375.00
Fringe Benefits	0.00%	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$0.00	\$0.00	\$0.00
Construction	\$0.00	\$0.00	\$0.00	\$0.00
Other Direct Costs				
Visas (invitation and registration)	\$405.00	\$9,315.00	\$0.00	\$9,315.00
Participant Airport Transfers and Orientation	\$180.00	\$4,140.00	\$50.00	\$4,190.00
Tuition	\$1,775.00	\$40,825.00	\$75.00	\$40,900.00
Language Partners	\$320.00	\$7,360.00	\$50.00	\$7,410.00
Cultural Excursions	\$750.00	\$17,250.00	\$100.00	\$17,350.00
Housing and Meals	\$1,400.00	\$32,200.00	\$0.00	\$32,200.00
Cell phones	\$32.00	\$736.00	\$0.00	\$736.00
Office Expenses	\$215.00	\$4,945.00	\$100.00	\$5,045.00
OTHER DIRECT COSTS SUBTOTAL	\$5,077.00	\$116,771.00	\$375.00	\$117,146.00
Total Direct Costs	\$5,702.00	\$131,146.00	\$375.00	\$131,521.00
Indirect Costs	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$5,702.00	\$131,146.00	\$375.00	\$131,521.00

American Councils for International Education

Authorized Signatory: 
 Dr. David Patton
 President
 American Councils for International Education
 04/25/2022

SUBRECIPIENT

Authorized Signatory: 
 Prof. Dr. H. Ahmad Rofiuddin, M.Pd
 Universitas Negeri Malang
 REKTOR