



Memorandum of Understanding
between American Councils for International Education (American Councils)
and Universitas Negeri Malang

1. **Preamble**

American Councils for International Education (henceforth American Councils) administers an initiative for alumni of the Critical Language Scholarship (CLS) Program to maintain and expand their language skills through an individualized tutoring opportunity called CLS Refresh.

This memorandum defines the responsibilities and deliverables of Universitas Negeri Malang (henceforth Partner) and American Councils for the administration of language tutoring sessions for approximately thirty-seven (37) CLS alumni over twenty-five (25) time slots from October 1, 2021 through February 28, 2022.

In agreeing to the scope of work outlined below, the Partner understands the importance of following the overall program timeline and respecting program deadlines issued by American Councils. The Partner shall appoint a coordinator to serve as the primary point of contact and to oversee the scheduling and implementation of the program outlined in this memorandum.

2. **Program Overview**

CLS is a program of the U.S. Department of State's Bureau of Educational and Cultural Affairs supported in its implementation by American Councils. CLS Refresh is a program for alumni of the Critical Language Scholarship (CLS) Program to maintain and expand the language skills and is part of the U.S. government's effort to increase the number of U.S. citizens studying and mastering foreign languages. The CLS Program provides funding for CLS Refresh in the form of individual online tutoring.

3. **Program Plan**

American Councils will select participants for the CLS Refresh opportunity through an application open to alumni of the CLS Program. Following selection, American Councils will share information with the Partner.

The Partner shall provide instructors for the program. Instructors must have experience working with foreign students and/or a teaching certificate, or the local equivalent. Instructors shall be available for the entire duration of the program. The instructor shall plan to discuss topics of interest, tutoring goals, learning materials, and expectations with participants during the first meeting.

The Partner shall designate a coordinator responsible for communicating directly with participants selected for the program to develop a schedule. Coordinator responsibilities may include scheduling, maintaining regular communication between participants and instructors and with American Councils, and collecting and submitting reports, among other activities.

The Partner shall provide an initial schedule for each participant, and monthly updates to American Councils outlining attendance records and any revisions to the schedule.

4. **Program Schedule and Maximum Hours**

The Partner shall plan to provide a total of 10-40 hours of individualized tutoring for each participant over the course of the program period from October 1, 2021 to February 28, 2022.

Participants must agree to tutoring hours that fall within the range of days and times made available by the Partner.

Participants can be scheduled for up to 4 hours per week, and for a maximum of 40 hours per participant by the end of the program additional hours over the maximum number of 40 per participant will be compensated.

The Partner shall share a preliminary participant tutoring schedule by October 11, 2021.

If a participant fails to show for multiple scheduled tutoring sessions, the Partner should inform American Councils.

5. **Communication**

American Councils will provide the Partner with student information in advance of the start of the program. The Partner will provide any special requests for information in writing to American Councils.

The Partner shall communicate with participants prior to the start of the first session to determine a meeting schedule and technology/platform for the tutoring sessions.

The Partner should be available during business hours by e-mail and phone during the program. All emails from American Councils should be answered within two business days. The Partner shall communicate regularly with American Councils staff regarding student conduct and concerns about attendance.

The Partner may reach out to American Councils for support in reaching students with repeat absences and/or are unresponsive to Partner communication. Absences of more than 3 sessions shall be reported to American Councils in a timely manner.

American Councils shall be notified of any changes in staffing.

6. **Technology**

The Partner shall provide information about the technology that will be used for CLS Refresh, preferably via a video conferencing platform. Information about the platform shall be discussed with the participant prior to the start of the first tutoring session.

The Partner must aim to take precautionary measures to protect student and teacher privacy in the virtual environment. This includes requiring the use of password-protected virtual classrooms if applicable, discouraging students from sharing personally identifiable or sensitive information, and prohibiting access to the virtual classroom by non-participants. The Partner shall not record class sessions without prior approval from the participant and American Councils.

7. **Reporting**

The Partner shall provide a monthly attendance report on the last day of each month for the period October, 2021-February, 2022.

The Partner shall report absences of more than 3 sessions to American Councils in a timely manner.

The Partner shall provide an interim financial report for the period October 1, 2021-November 30, 2021 no later than **December 15, 2021**, and a final financial report no later than **March 30, 2022**. A report template can be found in the appendices.

8. **Program Budget, Financial Reporting, and Invoicing**

American Councils agrees to compensate the Partner per the agreed upon hourly rate of \$45.00 per participant up to 40 hours per participant. The budget is not a fixed fee budget and the Partner will be reimbursed based on invoices and submitted financial reports. American Councils and the Partner understand that if the participant number changes before or during the program, this may affect the overall budget.

American Councils will reimburse the Partner within 15 business days after receipt of approved invoices for tutoring that have already been completed and verification of bank information.

No-show fee schedule. In the event of participant absences where advance notice was not given (commonly referred to as a “no-show”), the Partner shall be compensated according to the following no-show fee schedule, and shall coordinate with American Councils to determine the participant’s status in the program.

No-Show Sessions	Percentage reimbursement	Actions
1-5	100% of the hourly rate	The Partner notifies American Councils of 3 missed sessions.
5-12	50% of the hourly rate	American Councils and the Partner shall confer on continuation of the tutoring session.
Over 12	0	The Partner may not submit invoices for no-show sessions over 12.

Invoices should be provided on the institution’s letterhead, dated and signed by the institution’s official. Invoices should be in US Dollars (USD).

The final invoice should be submitted to American Councils no later than March 30, 2022. The Partner will present a dated, final invoice and dated final financial report that shall reflect actual expenditures during the program period. The reimbursement is contingent upon receipt of the aforementioned financial documentation and its review and approval by American Councils.

American Councils reserves the right to request original paper copies of financial documentation from the Partner up to three years after the completion of the program.

The financial reports and invoices shall be presented in US dollars (USD). American Councils will transfer funds in USD.

It is the responsibility of the Partner to settle all financial matters and reimburse directly all relevant parties reflected in the budget.

9. **Accounting Systems**

Information submitted by the Partner for invoices and financial reports shall be generated from an accounting system that contains adequate internal controls to prevent fraud, misuse of funds, and theft of funds. The system shall provide accurate accounting of receipts and expenditures by program activity and appropriate budget line items.

The following bank information must be included in the invoice. Bank information must be that of the Partner, and not individual, private entities.

Correspondent Bank	: Bank Tabungan Negara
Correspondent Account #	: 00113-01-30-000056-3
Bank	: Bank Tabungan Negara
Correspondent Account	: 00113-01-30-000056-3
SWIFT	: BTANIDJA
Beneficiary	: RPL 032 BLU BEND PEN (OP)
Account #	: 00113-01-30-000056-3

The absence of the requested bank information will prevent American Councils from completing the wire transfer. American Councils will wire payment to the Partner within 15 business days of verification of the bank information submitted and receipt of an approved invoice that meets the format requirements outlined in this memorandum. Bank information must be reflected on the invoice. American Councils will not transfer funds to a private citizen account. Bank information must be that of the educational institution.

10. **Period of Performance**

The term of this Memorandum is from October 1, 2021 through March 30, 2022. The Partner shall notify American Councils 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 Partner. The performance period may be modified by mutual agreement in writing of the parties.

11. **Changes and Prior Approval**

The Partner is responsible for both notifying American Councils and obtaining prior written approval from American Councils with respect to any changes that may materially and/or programmatically alter the terms of this Memorandum. Examples include, but are not limited to, changes in the period of performance, program staffing structure, changes in the program budget, 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.

12. **Termination**

Both American Councils and the Partner reserve the right to terminate this Memorandum at any time by giving written notice at least 30 calendar days prior to the effective date of termination. Should performance be so terminated, the Partner shall be paid for its assumed reasonable expenditures to date of the termination. Payment shall be made upon submission to American Councils of a final, dated invoice covering aforementioned performance and costs, but only those included in the original bilaterally signed budget will be considered for reimbursement. The invoice must be submitted no later than March 30, 2022. The Partner is obligated to continue viable operation of this program during a termination period and American Councils is obligated to accept reasonable, related expenditures unless such understandings are amended in writing by mutual consent. Such expenses can only be reimbursed to the Partner upon submission of an acceptable invoice within the aforementioned time frame.

Both parties agree that termination events must occur in a manner that does not adversely affect the well-being of students nor require that either party bear unreimbursed costs to complete the program.

13. Non-Competition, Conflict of Interest, Proprietary Interests

In executing this agreement, the Partner and American Councils certify that there is no conflict of interest regarding this work; that the work performed and information involved and any work product is proprietary to American Councils and may not be divulged without the expressed written permission of American Councils; and that the Partner and American Councils will not engage in any activity which is in conflict with the interests of either party or its personnel.

14. Privacy Policy

The Partner shall take measures to safeguard participant personally-identifiable information. A Partner may make a general announcement about the CLS Refresh program but must receive written permission from participants before sharing names, photos or other information that identifies individuals participating in the program.

15. Entire Memorandum

This Memorandum 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 Partner inconsistent with or in addition to terms and conditions herein contained shall be void and of no effect unless specifically agreed to by American Councils in writing and signed by both parties.

This Memorandum must be signed by both parties by no later than October 1, 2021. Failure by the Partner to sign the Memorandum by the deadline will result in delay of transfer of funds for the administration of the program. American Councils are unable to transfer the funds without the signed Memorandum.

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

For American Councils for International Education:

Dr. David Patton, President

Signature: Dr. David Patton

Date: 09/30/2021

For Universitas Negeri Malang

Prof. Dr. Ahmad Rofiqudin, Rector

Signature: Prof. Dr. Ahmad Rofiqudin

Date: 9/16/2021



Attachment 1

2021 CLS Refresh Budget
Universitas Negeri Malang
Malang, Indonesia

Cost Per Hour Per Participant	Hours (40 maximum per participant)	Number of Participants	Number of Time Slots	Total
\$45.00	40	37	25	\$45,000.00

For American Councils for International Education:

Dr. David Patton, President

Signature: Dr. David Patton

Date: 09/30/2021

For Universitas Negeri Malang

Prof. Dr. Ahmad Rafiuddin, Rector

Signature: Prof. Dr. Ahmad Rafiuddin

Date: 9/16/2021

