

SUBAWARD
between
American Councils for International Education: ACTR/ACCELS
and
Universitas Negeri Malang (UM)

Sub Award Number: S-ECAGD-19-CA-0037-2020 UM

ECA AWARD NO.: S-ECAGD-19-CA-0037-2020
ECA AWARD TITLE: FY2020 Critical Language Scholarship (CLS) Program
EFFECTIVE DATE: 12/04/2018
EXPIRATION DATE: 09/30/2022
CEILING AMOUNT: \$27,000,000
COST-SHARE AMOUNT: \$332,184
AGREEMENT TYPE: Advanced Payment and Cost Reimbursable Agreement

This subaward is entered into on September 1, 2020 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-19-CA-0037-2020 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 applied for and received a D-U-N-S Number (**726529691**), and will maintain the D-U-N-S Number through the period of performance of this award. While SAM (System for Award Management) Registration is not required, it is highly recommended that partners maintain their SAM Registration through the period of performance of this award.

This agreement defines the responsibilities and deliverables of the **Subrecipient** and **American Councils** for the administration of a CLS virtual institute to support the study of approximately 13 U.S. undergraduate and graduate students, at least 18 years old at time of application to the program, during the summer of 2020. 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 Dr. Jeanette Owen, CLS Program Director and Syejeong Kim, 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 virtual language and cultural program for approximately 13 U.S. undergraduate and graduate students during the autumn of 2020.
2. Participants shall attend a minimum of approximately 4 hours per week of language instruction to be provided by qualified faculty; faculty shall provide regular feedback and assessment, including provision of final grades.
3. The **Subrecipient** shall pair participants with suitable language partners for the duration of the program, with meetings taking place approximately twice per week.
4. The **Subrecipient** shall provide an orientation and training for staff, teachers, and language partners, including training on support for diverse students and the CLS Sexual Harassment Policy and how it applies in the virtual environment.

ii. Deliverables

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

1. **Language and Cultural Program:** The **Subrecipient** agrees to provide a summer language and cultural program for approximately 13 participants for 7 weeks. These classes shall be designed for, and attended by, CLS participants only.
 - This program shall include a minimum of approximately 4 hours per week of classroom instruction.
 - **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 summer and the **Subrecipient** will submit final grades to American Councils within 10 days of the final day of classes.
 - If a participant is significantly more or less proficient than the majority of the group, the **Subrecipient** agrees to develop and provide him or her with reasonable supplemental activities to address his or her 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 total program cost shall be submitted to the **CLS Program Director** for approvals 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. Sample training materials are provided by American Councils as a separate attachment, though partners may use their own materials.

2. **Pre-Program Orientation:** The **Subrecipient** shall collaborate with American Councils to provide participants with an orientation prior to the start of the virtual institute. The **Program Officer** will be responsible for organizing and delivering most sessions, but will also work with the **Subrecipient** to determine appropriate content. The orientation should cover:
 - An overview of the academic program including information about the Learning Management System (or "course website"), how students will receive and submit assignments, how to access course sessions, overview of grading procedures, description of major assignments, etc.
 - An introduction of faculty and staff. This should include a document detailing names and contact information for all relevant staff.
 3. **Language Partners:** As part of the academic program, the **Subrecipient** agrees to develop a program that pairs CLS participants with language partners for the purposes of one-on-one language development.
 - 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 to match language partners with each program participant.
 - Language partners shall be required to meet with students for a minimum of 2 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** will provide supporting materials for these trainings separately.
 4. **Institute Plan:** The **Subrecipient** agrees to work with American Councils to finalize an overview of planned program activities by **September 15, 2020**, using the CLS Virtual Institute Plan template.
 5. **Participant Data:** **American Councils** shall provide the **Subrecipient** with participant names, biographical information and academic background by **September 15, 2020**.
- iii. **Communication between American Councils and Subrecipient:**
1. The **Program Officer** will be the main point of contact at American Councils and the **Institute Director** will serve as the main point of contact of the host institution for the duration of the subaward period.
 2. The **American Councils' Program Officer** will provide additional support to CLS participants, including academic and cultural advising. The **Program Officer** will be available outside of regular business hour.
 3. The **Institute Director** and **Program Officer** will maintain regular communication throughout the duration of the program via phone, email, and instant messaging services.
 4. The **Institute Director** will bring to the **Program Officer's** attention any issues related to student behavior and academic performance.
- iv. The **Subrecipient** shall appoint a staff responsible for working with faculty, staff, language partners, 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.
- v. The **Subrecipient** shall assist American Councils (should American Councils deem it necessary) in reviewing, investigating, and addressing concerns related to institute staff, instructors, 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 **September 1, 2020** through **November 30, 2020**. 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**. American Councils has agreed to provide a modest compensation to Dr. Susanto and one other key staff personnel under a separate consulting agreement.

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

Director BIPA Program

Jl. E7 building, Jl. Semarang No. 5 Malang 65145, East Java, Indonesia

Phone: (+62) 818533491

Email: gatutsusanto@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, office space, language learning materials, costs for language partners and teachers, and office supplies. A cost share report using the template provided in Attachment 5 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 **\$15,080.00**, based on the budget outlined in Attachment 1 hereto and incorporated herein by reference.
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 and 3. 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 August for an advance payment issued in September. 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. The advance payment also provides for the initial payments to CLS Program teaching staff, language partners, and administrative staff. 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, and 4) and be submitted to the following address or emailed to skim@americancouncils.org (Program Officer's email address):

Syejeong Kim, 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.

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 **December 21, 2020**. 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 **December 30, 2020** (see Attachment 4). 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 Program Officer 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 6 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

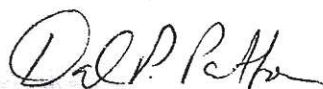
attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, **Subrecipient** shall complete and submit, with its offer, OMB standard form LLL,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

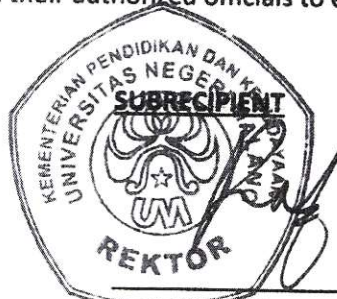
American Councils for International Education



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

17-September-2020

Date



Authorized Signatory:
Prof. Dr. AH. Rofi'uddin, M.Pd *et*
Rector
Universitas Negeri Malang

09/15/2020

Date

Attachment 1. Program Budget

Universitas Negeri Malang
 Malang, Indonesia
 FY2020 CLS Budget
 CLS Indonesian

Universitas Negeri Malang

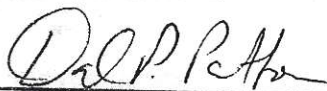
Subaward Number: Universitas Negeri Malang, Award Number S-ECAGD-19-CA-0037-2020

Subaward Amount: \$15,080.00

Subaward Period: September 1, 2020 – November 30, 2020

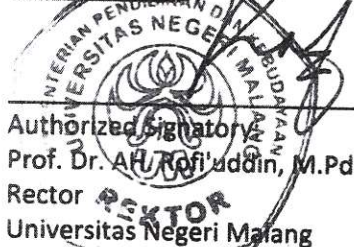
Total Number of Participants:	13			
	Column 1	Column 2	Column 3	Column 4
PARTNER: Universitas Negeri Malang, Malang, Indonesia DUNS Number: 726520691	Cost Per	Total for group	Cost Share	Total FY 2020 Budget
Personnel	\$150.00	\$1,950.00	\$0.00	\$1,950.00
Fringe Benefits	0.00%	\$0.00	\$0.00	\$0.00
Travel	\$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)	\$0.00	\$0.00	\$0.00	\$0.00
Participant Airport Transfers and Orientation	\$0.00	\$0.00	\$0.00	\$0.00
Tuition	\$680.00	\$8,840.00	\$350.00	\$8,840.00
Language Partners	\$200.00	\$2,600.00	\$100.00	\$2,600.00
Cultural Excursions	\$0.00	\$0.00	\$0.00	\$0.00
Housing and Meals	\$0.00	\$0.00	\$0.00	\$0.00
Cell phones	\$0.00	\$0.00	\$0.00	\$0.00
Office Expenses	\$130.00	\$1,690.00	\$200.00	\$1,690.00
OTHER DIRECT COSTS SUBTOTAL	\$1,010.00	\$13,130.00	\$650.00	\$13,130.00
Total Direct Costs	\$1,160.00	\$15,080.00	\$650.00	\$15,080.00
Indirect Costs	\$0.00	\$0.00	\$100.00	\$0.00
TOTAL	\$1,160.00	\$15,080.00	\$750.00	\$15,080.00

American Councils for International Education



Authorized Signatory:
 Dr. David Patton
 President
 American Councils for International Education
 17-September-2020
 Date

SUBRECIPIENT



Authorized Signatory:
 Prof. Dr. AH/ Rofi'uddin, M.Pd
 Rector
 Universitas Negeri Malang
 09/15/2020
 Date

Attachment 2: Invoice 1 Template

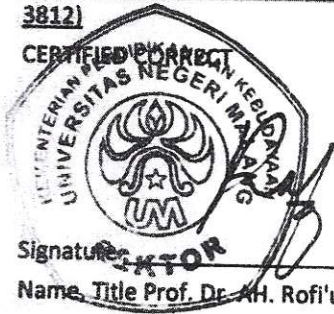
Universitas Negeri Malang
 Jl. E7 building, Jl. Semarang No. 5 Malang 65145,
 East Java, Indonesia

Period Covered by this invoice: September 1 – November
 30, 2020
 Submitted: 09/15/2020

Project Title: FY2020 CLS Fall Virtual Institutes
 Subaward Number: Universitas Negeri Malang, Award Number S-ECAGD-19-CA-0037-2020
 Subaward Amount: \$15,080.00

Total Number of Participants:		13	
Column 1	Column 2	Column 3	Column 4 = Column 2 - Column 3
Expenditure Category	Program Budget from Signed Subaward	Amount Requested in Invoice #1 (Wire #1, 80% of Program Budget)	Variance between Total Amount Requested and Program Budget
Personnel	\$1,950.00	\$1,560.00	\$390.00
Fringe Benefits	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$0.00	\$0.00
Construction	\$0.00	\$0.00	\$0.00
Other Direct Costs			
Visas (invitation and registration)	\$0.00	\$0.00	\$0.00
Participant Airport Transfers and Orientation	\$0.00	\$0.00	\$0.00
Tuition	\$8,840.00	\$7,072.00	\$1,768.00
Language Partners	\$2,600.00	\$2,080.00	\$520.00
Cultural Excursions	\$0.00	\$0.00	\$0.00
Housing and Meals	\$0.00	\$0.00	\$0.00
Cell phones	\$0.00	\$0.00	\$0.00
Office Expenses	\$1,690.00	\$1,352.00	\$338.00
OTHER DIRECT COSTS SUBTOTAL	\$13,130.00	\$10,504.00	\$2,626.00
Total Direct Costs	\$15,080.00	\$12,064.00	\$3,016.00
Indirect Costs	\$0.00	\$0.00	\$0.00
TOTAL	\$15,080.00	\$12,064.00	\$3,016.00

By signing this invoice, I certify to the best of my knowledge and belief that the estimate is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)



Signature: REKTOR
Name, Title Prof. Dr. AH. Rofi'uddin, M.Pd *AR*
Federal Tax ID: N/A

Date 09/15/2020

Tel., e-mail: rektor@um.ac.id

Attachment 3: Invoice 2 Template

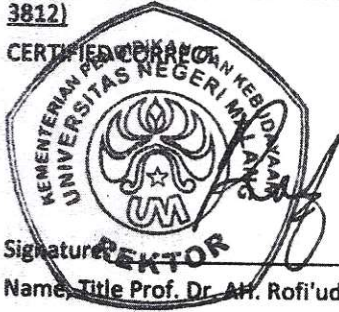
Universitas Negeri Malang
 Jl. E7 building, Jl. Semarang No. 5 Malang 65145,
 East Java, Indonesia

Period Covered by this invoice: Insert Date
 Submitted: 09/15/2020

Project Title: FY2020 CLS Fall Virtual Institutes
 Subaward Number: Universitas Negeri Malang, Award Number S-ECAGD-19-CA-0037-2020
 Subaward Amount: \$15,080.00
 Subaward Period: September 1, 2020 – November 30, 2020

Total Number of Participants:		13		
Column 1	Column 2	Column 3	Column 4	Column 5
Expenditure Category	Program Budget from Signed Subaward	Amount Received in Invoice #1 (Wire #1, 80% of Program Budget)	Invoice #2 (Wire #2, 20% of Program Budget or remainder of actual amount spent)	Combined Total of Invoice #1 and Invoice #2
Personnel	\$0.00	\$0.00	\$0.00	\$0.00
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)	\$0.00	\$0.00	\$0.00	\$0.00
Participant Airport Transfers and Orientation	\$0.00	\$0.00	\$0.00	\$0.00
Tuition	\$0.00	\$0.00	\$0.00	\$0.00
Language Partners	\$0.00	\$0.00	\$0.00	\$0.00
Cultural Excursions	\$0.00	\$0.00	\$0.00	\$0.00
Housing and Meals	\$0.00	\$0.00	\$0.00	\$0.00
Cell phones	\$0.00	\$0.00	\$0.00	\$0.00
Office Expenses	\$0.00	\$0.00	\$0.00	\$0.00
OTHER DIRECT COSTS SUBTOTAL	\$0.00	\$0.00	\$0.00	\$0.00
Total Direct Costs	\$0.00	\$0.00	\$0.00	\$0.00
Indirect Costs	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$0.00	\$0.00	\$0.00	\$0.00

By signing this invoice, I certify to the best of my knowledge and belief that the estimate is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)



Signature: REKTOR
Name, Title Prof. Dr. AH. Rofi'uddin, M.Pd
Federal Tax ID: N/A

Date 09/15/2020

Tel., e-mail: rektor@um.ac.id

Attachment 4: Final Financial Report

Universitas Negeri Malang
 Jl. E7 building, Jl. Semarang No. 5 Malang 65145,
 East Java, Indonesia

Period Covered by this invoice: Insert Date
 Submitted: Insert Date

Project Title: FY2020 CLS Fall Virtual Institutes
 Subaward Number: Universitas Negeri Malang, Award Number S-ECAGD-19-CA-0037-2020
 Subaward Amount: \$15,080.00
 Subaward Period: September 1, 2020 – November 30, 2020

Total Number of Participants:		13			
Column 1	Column 2	Column 3	Column 4	Column 5 = Column 2 - Column 4	Column 6
Expenditure Category	Program Budget from Signed Subaward	Total Amount Received	Total Amount Spent for Entire Subaward Period (excluding cost share)	Variance between Total Amount Spent and Program Budget*	Total Cost Share
Personnel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fringe Benefits	0.00%	\$0.00	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Construction	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Direct Costs					
Visas (invitation and registration)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Participant Airport Transfers and Orientation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Tuition	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Language Partners	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Cultural Excursions	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Housing and Meals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Cell phones	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Office Expenses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
OTHER DIRECT COSTS SUBTOTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Direct Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Indirect Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

*Please note that if Column 5 differs from Column 2, an amendment may be required.

By signing this report, I certify to the best of my knowledge and belief that the estimate is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)

CERTIFIED CORRECT

Signature _____

Name, Title: Dr. Gatut Susanto

Federal Tax ID: N/A

Date _____

Tel., e-mail: gatutus@yahoo.com

Attachment 5: Cost Share Report



The Learning University

**KEMENTERIAN PENDIDIKAN DAN KEBUDAYAAN
UNIVERSITAS NEGERI MALANG (UM)
FAKULTAS SASTRA**

Jalan Semarang No 5, Malang. 65145 • Telp. (0341) 551-312 Psw.235 • Telp.langsung/fax. (0341) 567-475
Website: <http://www.sastra.um.ac.id> • E-mail: info@sastra.um.ac.id

The 2020 CLS Indonesia was held from September 1, 2020 to November 30, 2020 at UM and conducted 13 students. This is the explanation of cost sharing paid by UM in supporting CLS program but not charged to American Councils. Detailed items and their amount of expenses are described below:

1. Tuition = USD \$350

This budget is allocated for: 1) recruiting staff and instructors, 2) incentive for trainers and trainees, 3) facility maintenance, 4) post program workshop, and 5) class materials.

2. Language Partners = USD \$100

This budget is allocated for: 1) covering for the reimbursement of tutor expenses, 2) incentive for overtime activities, and 3) recruiting and training.

3. Office Expenses = USD \$200

This budget is allocated for: 1) office supplies, such as papers, inks, internet connection, and 2) office facilities and equipment maintenance, and 3) photocopies.

4. Indirect Cost = USD \$100

This budget is allocated for any reimbursement and replacement of damaged equipment, such as computer and headsets.

The total cost share that UM contributed was USD \$750.

September 15, 2020

Sincerely,

Dr. Moch. Syahri, S.Sos, M.Si *MS*
Vice Dean for Human Recourses and Financial Affair
Faculty of Letters
Universitas Negeri Malang

Attachment 6: Subrecipient Questionnaire, American Councils for International Education

American Councils for International Education

Subrecipient Name: Universitas Negeri Malang
Subaward Number: Universitas Negeri Malang, Award Number S-ECAGD-19-CA-0037-2020
Term of Performance: September 1, 2020 – November 30, 2020
Funding Agency: U.S. Department of State
Agency Award No: S-ECAGD-19-CA-0037
Program Title: FY2020 Critical Language Scholarship (CLS) Program
CFDA No: 19.009

In order for the American Councils for International Education to satisfy its own rules and reporting procedures, we are requesting assurances from you, as a subrecipient, that your institutions/organization is in compliance with these requirements. Please fill out a form and check the appropriate boxes:

Subrecipient EIN/TAX ID Number: N/A

Subrecipient DUNS Number: 726529691

Subrecipient SAM registration date: 8/9/2020 valid until 8/9/2021

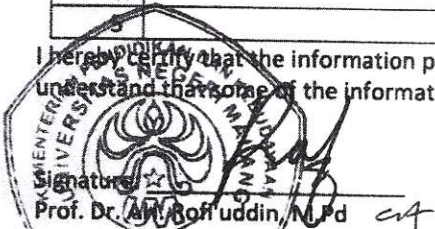
If the subaward is greater than \$25,000, answer the following questions:

- a. In Subrecipient's previous fiscal year, did Subrecipient (including parent organization, all branches, and all affiliates worldwide) receive (1) 80% or more of their annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?
 YES NO
- b. In Subrecipient's previous fiscal year, did Subrecipient have gross income, from all sources, more than \$300,000?
 YES NO
- c. Does the public have access to information on about the compensation of the senior executives in Subrecipient's business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13 (a) or 15 (d) of the Securities Exchange Act of 1934 (15U.S.C. 78m (a), 78o (d) or section 6104 of the Internal Revenue Code of 1986)?
 YES, can be found University treasurer NO

If the answer to a. and b. is "YES", and c. is "NO", OMB regulation require Subrecipient to provide American Councils for International Education with the Names and total compensation of the Top 5 highly compensated officials of Subrecipient organization for possible public disclosure. To fulfill this requirements list the names and total compensation of the top five subrecipient executives:

	Name	Title	Total Compensation
1			
2			
3			
4			
5			

I hereby certify that the information provided in this form is correct and complete. I also acknowledge and understand that some of the information on this form may be made available to the public.


Signature
Prof. Dr. Anwar Rofiquddin, N.Pd

Date: 09/15/2020

Return responses to the attention of:

American Councils for International Education
Attn: Komuna Djuraeva, Director of Grants & Finance
1828 L Street, NW Suite 1200
Washington, DC 20036

**GENERAL SCHEDULE FOR CLS FALL 2020
(WIB – Waktu Indonesia)**

WEEK	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Sept 14 - 19	14	15 7.00 – 8.20 Written Test (online form)	16 7.00 – 8.20 Written Test (online form)	17	18	19 7.00 – 09.30 Interviews Test (zoom)
Sept 21 - 26	21	22	23	24 9.00 – 11.00 Language Partner Training (zoom)	25	26
Sept 28 - Oct 3	28	29 8.00 – 9.00 Tech Check	30 7.00 – 8.00 Opening Ceremony and Orientation (zoom)	1	2	3
Week 1 Oct 5 – 10	5	6 7.00 – 8.00 Online Language Classes 9.00 – 11.00 ID, Academic Coordinator and Teacher meeting	7 7.00 – 8.00 Online Language Classes 20.00 CLS Indonesian Staff Meeting (zoom)	8 7.00 – 8.00 Online Language Classes 9.00 – 11.00 ID, Academic Coordinator and Language Partner meeting	9 7.00 – 8.00 Online Language Classes	10 7.00 – 8.00 Cultural Activities (Coffee Art)
Week 2 Oct 12 – 17	12	13 7.00 – 8.00 Online Language Classes 9.00 – 11.00 ID, Academic Coordinator and Teacher meeting	14 7.00 – 8.00 Online Language Classes 20.00 CLS Indonesian Staff Meeting (zoom)	15 7.00 – 8.00 Online Language Classes 9.00 – 11.00 ID, Academic Coordinator and Language Partner meeting	16 7.00 – 8.00 Online Language Classes	17
Week 3 Oct 19 – 24	19	20 7.00 – 8.00 Online Language Classes 9.00 – 11.00 ID, Academic Coordinator and Teacher meeting	21 7.00 – 8.00 Online Language Classes 20.00 CLS Indonesian Staff Meeting (zoom)	22 7.00 – 8.00 Online Language Classes 9.00 – 11.00 ID, Academic Coordinator and Language Partner meeting	23 7.00 – 8.00 Online Language Classes	24 7.00 – 8.00 Cultural Activities (Culinary)
Week 4 Oct 26 – 31	26	27 7.00 – 8.00 Online Language Classes 9.00 – 11.00 ID, Academic Coordinator and Teacher meeting	28 7.00 – 8.00 Online Language Classes 20.00 CLS Indonesian Staff Meeting (zoom)	29 7.00 – 8.00 Online Language Classes 9.00 – 11.00 ID, Academic Coordinator and Language Partner meeting	30 7.00 – 8.00 Mid-term Exams	31
Week 5 Nov 2 – 7	2	3 7.00 – 8.00 Online Language Classes 9.00 – 11.00 ID, Academic Coordinator and Teacher meeting	4 7.00 – 8.00 Online Language Classes 20.00 CLS Indonesian Staff Meeting (zoom)	5 7.00 – 8.00 Online Language Classes 9.00 – 11.00 ID, Academic Coordinator and Language Partner meeting	6 7.00 – 8.00 Online Language Classes	7 7.00 – 8.00 Cultural Activities (Dangdut)
Week 6 Nov 9 – 14	9	10 7.00 – 8.00 Online Language Classes 9.00 – 11.00 ID, Academic Coordinator and Teacher meeting	11 7.00 – 8.00 Online Language Classes 20.00 CLS Indonesian Staff Meeting (zoom)	12 7.00 – 8.00 Online Language Classes 9.00 – 11.00 ID, Academic Coordinator and Language Partner meeting	13 7.00 – 8.00 Online Language Classes	14
Week 7 Nov 16 – 21	16	17 7.00 – 8.00 Final Exams 9.00 – 11.00 ID, Academic Coordinator and Teacher meeting	18 7.00 – 8.00 Final Presentation	19 7.00 – 8.00 Final Presentation 9.00 – 11.00 ID, Academic Coordinator and Language Partner meeting	20 7.00 – 8.00 Final Presentation	21 Closing Ceremony

Catatan:

Make-up classes are scheduled on 8 – 9 pm every Friday if needed (Hari Sabtu jam 7.00 – 8.00 WIB).

Time/Day	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
7.00 – 8.00 WIB		Grammar Session	Listening and Speaking	Reading and Writing	Conversation Practice	Cultural Class (Every other week)
8.00 – 9.00 WIB		Individual Consultation	Office Hours	Individual Consultation	Office Hours	
Individually Scheduled (about 1 hour a day)	Recorded Classes, Homework, Independent Study					
Individually Scheduled (1 hour*2)	Language Partner Meetings (1 hour per session, 2 times a week)					