



**SURAT PERJANJIAN PENGGUNAAN DANA
PELAKSANAAN PROGRAM *CRITICAL LANGUAGE SCHOLARSHIP* TAHAP I
FAKULTAS SASTRA UNIVERSITAS NEGERI MALANG TAHUN 2018
Nomor: 26.6.9 /UN32.2 /KU/2018**

Berdasarkan Surat Perjanjian Kerjasama Universitas Negeri Malang dengan *American Council for International Education* tanggal 15 Mei 2018 perihal pelaksanaan Program *Critical Language Scholarship* (CLS) di Fakultas Sastra Universitas Negeri Malang Tahun 2018. Pada hari ini Selasa, tanggal Dua puluh enam bulan Juni tahun dua ribu delapan belas, kami yang bertanda tangan di bawah ini:

1. Nama : Prof. Utami Widiati, M.A., Ph.D.
NIP : 19650813 199002 2 001
Jabatan : Dekan Fakultas Sastra Universitas Negeri Malang
Selanjutnya disebut **PIHAK PERTAMA**
2. Nama : Dr. Gatut Susanto, M.M, M.Pd
NIP : 19680424 200003 1 001
Jabatan : Ketua Pelaksana Program *Critical Language Scholarship* di Fakultas Sastra
Selanjutnya disebut **PIHAK KEDUA**

Kedua belah pihak secara bersama-sama telah sepakat mengadakan perjanjian pelaksanaan kegiatan Program *Critical Language Scholarship* Tahun 2018 yang merupakan kerjasama Universitas Negeri Malang dengan *American Council for International Education* dan diselenggarakan di Fakultas Sastra Universitas Negeri Malang.

**Pasal 1
TUGAS PEKERJAAN**

Pihak Pertama atas nama Rektor Universitas Negeri Malang memberi tugas kepada Pihak Kedua untuk menggunakan dana yang tertuang dalam perjanjian ini sebagai biaya *Program Critical Language Scholarship* Tahap I Tahun 2018 yang diselenggarakan di Fakultas Sastra Universitas Negeri Malang.

**Pasal 2
WAKTU PELAKSANAAN**

Waktu pelaksanaan kegiatan oleh pihak kedua mulai bulan April 2018 sampai dengan bulan Oktober 2018.

**Pasal 3
BIAYA KEGIATAN**

Biaya pelaksanaan kegiatan tersebut pada pasal 1 yang harus dibayar oleh Pihak Pertama melalui BPP / PUMK Kerjasama kepada Pihak Kedua sebesar Rp. 1.462.310.528,- (Satu milyar empat ratus enam puluh dua juta tiga ratus sepuluh ribu lima ratus dua puluh delapan rupiah) dibebankan pada DIPA Universitas Negeri Malang Tahun 2018.

**Pasal 4
PEMBAYARAN**

Pembayaran biaya kegiatan dilakukan setelah surat tagihan pembayaran kegiatan dibayarkan oleh *American Council for International Education* kepada Bendahara Penerimaan Universitas Negeri Malang yaitu sebesar sebesar Rp. 1.462.310.528,- (Satu milyar empat ratus enam puluh dua juta tiga ratus sepuluh ribu lima ratus dua puluh delapan rupiah).

**Pasal 5
PAJAK DAN MATERAI**

- (1) Pihak Kedua melalui BPP / PUMK Kerjasama bertanggungjawab sepenuhnya atas pelunasan pajak-pajak sesuai ketentuan perundangan yang berlaku.
- (2) Bea materai tunggal Rp 6.000,00, ditanggung oleh Pihak Kedua.

**Pasal 6
LAPORAN**

- (1) Pihak Kedua melalui BPP / PUMK Kerjasama berkewajiban menyampaikan laporan penggunaan dana dilampiri bukti pertanggungjawaban penggunaan dana sebagaimana tersebut pada pasal 3 kepada pihak pertama paling lambat 15 hari setelah batas waktu penggunaan dana.
- (2) Bukti Surat Pertanggungjawaban disimpan dan dibukukan oleh BPP / PUMK Kerjasama atas nama Pihak Pertama untuk keperluan pemeriksaan Auditor.

**Pasal 7
SANKSI**

- (1) Apabila Pihak Kedua tidak memenuhi perjanjian sebagaimana tersebut pada pasal 1, maka Pihak Kedua berkewajiban mengembalikan biaya kegiatan sebagaimana pasal 3 kepada Pihak Pertama.
- (2) Penyimpangan atas penggunaan dana sebagaimana pada pasal 3 sepenuhnya menjadi tanggungjawab Pihak Kedua.

**Pasal 8
LAIN-LAIN**

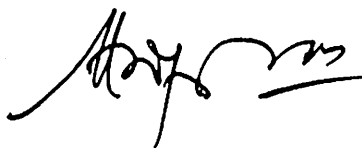
Perjanjian yang belum diatur dalam perjanjian pelaksanaan kegiatan ini akan ditentukan kemudian oleh kedua belah pihak.

**Pasal 9
PENUTUP**

- (1) Perjanjian ini berlaku terhitung mulai bulan Juni dan berakhir pada bulan November 2018.
- (2) Perjanjian pelaksanaan kegiatan ini dibuat dan ditandatangani oleh kedua belah pihak dalam rangka 3 (tiga), lembar 1 dan 2 dibubuhi materai Rp 6.000,00 yang masing-masing mempunyai kekuatan hukum yang sama.

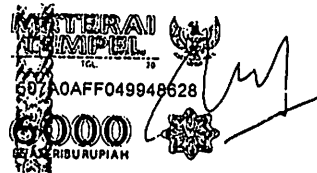
Malang, 26 Juni 2018

PIHAK PERTAMA



Prof. Utami Widiati, M.A., Ph.D.
NIP 19650813 199002 2 001

PIHAK KEDUA



Dr. Gatut Susanto, M.M, M.Pd
NIP 19680424 200003 1 001

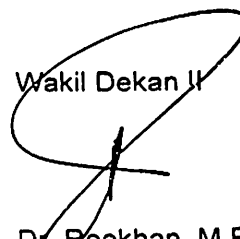
Mengetahui

Pejabat Pembuat Komitmen,



Khoiriyah, S.H
NIP 19650923 199003 2 001

Wakil Dekan II



Dr. Roekhan, M.Pd
NIP 19610504 198701 1 001



KEMENTERIAN RISET, TEKNOLOGI DAN PENDIDIKAN TINGGI
UNIVERSITAS NEGERI MALANG (UM)

FAKULTAS SASTRA

Jalan Semarang 5, Malang. 65145

Telepon: 0341 567475

Laman: www.um.ac.id

BERITA ACARA PELAKSANAAN PEMBAYARAN DANA
PROGRAM *CRITICAL LANGUAGE SCHOLARSHIP* TAHAP I
FAKULTAS SASTRA UNIVERSITAS NEGERI MALANG TAHUN 2018

Nomor: 26.6.10 /UN32.2 /KU/2018

Pada hari ini Selasa tanggal Dua puluh enam bulan Juni tahun dua ribu delapan belas, kami yang bertanda tangan di bawah ini:

1. Nama : Prof. Utami Widiati, M.A., Ph.D
NIP : 19650813 199002 2 001
Jabatan : Dekan Fakultas Sastra UM
Alamat : Jl. Semarang 5 Malang
Untuk selanjutnya disebut PIHAK PERTAMA

Atas nama Rektor Universitas Negeri Malang melaksanakan pembayaran dana *Program Critical Language Scholarship* Tahap I sebesar Rp. 1.462.310.528,- (Satu milyar empat ratus enam puluh dua juta tiga ratus sepuluh ribu lima ratus dua puluh delapan rupiah) berdasarkan Surat Perjanjian Penggunaan Dana Nomor: 26.6.9 /UN32.2 /KU/2018, tanggal 26 Juni 2018.

KEPADA

1. Nama : Dr. Gatut Susanto, M.M, M.Pd
NIP : 19680424 200003 1 001
Jabatan : Ketua Pelaksana Program *Critical Language Scholarship* di Fakultas Sastra Universitas Negeri Malang
Alamat : Jl. Semarang 5 Malang
Untuk selanjutnya disebut PIHAK KEDUA

Demikian berita acara ini dibuat dan ditandatangani di Malang pada tanggal tersebut di atas, rangkap 3 (tiga) untuk dipergunakan seperlunya.

Malang, 26 Juni 2018

PIHAK PERTAMA

Prof. Utami Widiati, M.A., Ph.D
NIP 19650813 199002 2 001

PIHAK KEDUA

METERAI
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LAPIS RIBU RUPIAH

Dr. Gatut Susanto, M.M, M.Pd
NIP 19680424 200003 1 001

Mengetahui

Pejabat Pembuat Komitmen,

Khoiriyah, S.H
NIP 19650923 199003 2 001

Wakil Dekan II

Dr. Roekhan, M.Pd
NIP.19610504 198701 1 001



KEMENTERIAN RISET, TEKNOLOGI DAN PENDIDIKAN TINGGI
UNIVERSITAS NEGERI MALANG (UM)

FAKULTAS SASTRA

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Telepon: 0341 567475

Laman: www.um.ac.id

**SURAT PERNYATAAN
TANGGUNG JAWAB MUTLAK**

Yang bertanda tangan di bawah ini:

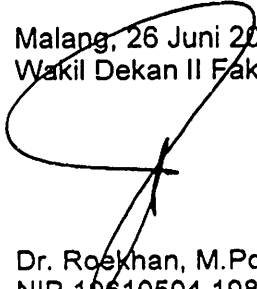
Nama : Dr. Roekhan, M.Pd
NIP : 19610504 198701 1 001
Jabatan : Wakil Dekan II Fakultas Sastra Universitas Negeri Malang

Menyatakan dengan sesungguhnya bahwa Dana *Program Critical Language Scholarship* Tahap I di Fakultas Sastra Universitas Negeri Malang sebesar Rp. 1.462.310.528,- (Satu milyar empat ratus enam puluh dua juta tiga ratus sepuluh ribu lima ratus dua puluh delapan rupiah) sesuai dengan Surat Perjanjian Penggunaan Dana Nomor: 26.6.9 /UN32.2 /KU/2018, tanggal 26 Juni 2018 telah dihitung dengan benar serta dilaksanakan sesuai ketentuan yang berlaku.

Apabila dikemudian hari terdapat kekeliruan atas pembayaran tersebut kami bersedia untuk mengembalikan kelebihan tersebut kepada Kuasa Pengguna Anggaran Universitas Negeri Malang

Demikian pernyataan ini kami buat dengan sebenar-benarnya.

Malang, 26 Juni 2018
Wakil Dekan II Fakultas Sastra UM,


Dr. Roekhan, M.Pd
NIP 19610504 198701 1 001

Universitas Negeri Malang, Award Number S-ECAGD-16-CA-1020-2018

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

Sub Award Number: S-ECAGD-16-CA-1020-2018 UM

ECA AWARD NO.: S-ECAGD-16-CA-1020
ECA AWARD TITLE: FY2018 Critical Language Scholarship (CLS) Program
EFFECTIVE DATE: 10/01/2015
EXPIRATION DATE: 03/31/2019
CEILING AMOUNT: \$25,800,000
COST-SHARE AMOUNT: \$440,219
AGREEMENT TYPE: Advanced Payment and Cost Reimbursable Agreement

This subaward is entered into on March 1, 2018 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-16-CA-1020 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 provide proof of SAM (System for Award Management) Registration to American Councils, and maintain SAM registration through the period of performance for this award.

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 28 U.S. undergraduate and graduate students, at least 18 years old at time of application to the program, at the Subrecipient institution during the summer of 2018. 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 the Project Director, Dr. Jeanette Owen, and Program Officer, Janice Feng hereto and incorporated herein by reference.

I. Project Responsibilities

1. As a partner to American Councils for CLS, the Subrecipient shall provide a summer language and cultural program located at its facilities in Malang, Indonesia for approximately 28 U.S. undergraduate and graduate students during the summer of 2018.
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 CLS 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.
8. The Subrecipient shall assist American Councils in providing visa and registration support to participants.

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 summer language and cultural program for approximately 28 participants for 8 weeks. These classes shall be designed for, and attended by, CLS participants only.
 - The group of participants will arrive in Malang, Indonesia on June 21, 2018, and depart from Malang, Indonesia on August 18, 2018.
 - This program shall include a minimum of 20 hours per week of classroom instruction.
 - Class size shall not exceed 7 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 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 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. Adjustments that affect the total program cost shall be submitted 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 and host families. American Councils will provide supporting materials for these trainings separately.
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 much of this, 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 family 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 basic 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 amenities (medical facilities, 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).
 - 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.
 - 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 4 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.
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.
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: The Subrecipient shall appoint from among its staff a housing coordinator to oversee the host family and dormitory component of the program, including assistance in resolving conflicts between participants and host families or roommates (with the assistance of the RD), and assisting in identifying alternative housing options in the event a participant must be removed from a housing situation.
- The housing coordinator shall recruit host families and oversee student placement in host families and dormitories.
 - The housing coordinator shall visit and conduct inspections of each prospective host family to ensure that it meets the requirements set forth below. The Subrecipient shall maintain written agreements with host families in which hosting requirements are clearly outlined, and maintain records documenting host family inspections. American Councils will provide examples of host family agreements and inspection forms separately.
 - Host families shall provide students with their own private room; students shall not share a room with host family members, guests, or any other exchange students.
 - Host families shall provide students with keys to the host family residence.
 - All host families shall be accessible to the institute through institute-provided transportation or public transportation and participants should expect to travel no more than 30 minutes each way between their accommodations and classes.
 - Participants shall not be left alone without a responsible adult at the host family's residence or dormitory for more than 48 consecutive hours. The host family or roommate shall inform the participant and the housing coordinator prior to any out-of-town travel.
 - Host families shall provide students with 2 meals per day during the week and 3 meals per day on weekends. Please note that the CLS Program can only pay host families for the cost of providing meals, as hosting is considered voluntary. As a result, compensation for host families may not exceed the cost associated with providing 2 meals per day during the week and 3 meals per day on weekends for the CLS participant (as reflected in the attached program budget).
 - The goal of the CLS host family program is to enhance the language and cultural learning of students. To emphasize the importance of using the target language, host families shall speak the target language with students at all times except during emergencies; host families may speak some English to beginner students to aid in comprehension.

- The Subrecipient will provide an orientation session for the host families, including a sexual harassment training and a diversity training. American Councils will provide supporting materials for these trainings separately.
 - 8. Institute Plan: The Subrecipient agrees to submit a complete overview of planned program activities to American Councils by March 1, 2018, using the CLS Program 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 summer 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.
- 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 a staff responsible for working with faculty, staff, language partners, host families and others affiliated with the CLS Program to provide trainings regarding sexual harassment and diversity, using materials provided by American Councils.
- 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 March 1, 2018 through August 31, 2018. 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 Project Narrative/Scope of Work.

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, 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.
3. The total compensation to be paid for **Subrecipient's** activities shall not exceed **\$130,340**, 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. 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 April for an advance payment issued in May. 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 Manager) 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) and be submitted to the following address or emailed to jfeng@americancouncils.org (Program Officer's email address):

Janice Feng, 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 September 15, 2018. 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, 2018 (see Attachment 2). 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 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 4 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 \$500,000 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:

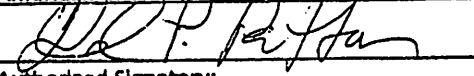
- No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding 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 of no effect unless specifically agreed to by American Councils in writing and signed by both parties.

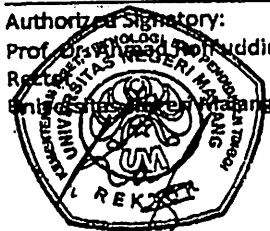
IN WITNESS WHEREOF, the parties hereto have caused their authorized officials to execute this subaward as of the date(s) set forth below:

American Councils for International Education


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

5/15/18
Date

SUBRECIPIENT

Authorized Signatory:
Prof. Dr. Widiyanti M. Muddin, *af*
Rector
UNIVERSITAS NEGERI MALANG

REKTOR

Date: 5/14/2018

Attachment 1. Program Budget

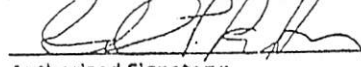
Universitas Negeri Malang
 Malang, Indonesia
 FY2018 CLS Budget
 CLS Indonesian

Universitas Negeri Malang
 Subaward Number: UM, Award Number S-ECAGD-16-CA-1020-2018
 Subaward Amount: \$130,340
 Subaward Period: March 1, 2018 – August 31, 2018

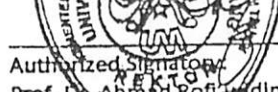
Total Number of Participants:	28
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	Per Participant Cost	Total Funds Requested from CLS (Per Participant Cost x Number of Participants)	Total Cost Share for All Participants (costs provided by host institution, not charged to CLS)
	USD	USD	USD
PARTICIPANT COSTS			
Visa Invitation, registration	\$75	\$2,100	\$0
Airport transfers & orientation	\$225	\$6,300	\$1,200
Tuition	\$1,775	\$49,700	\$2,400
Language partners	\$320	\$8,960	\$1,200
Cultural excursions	\$650	\$18,200	\$2,400
Housing/meals	\$620	\$17,360	\$0
Cell phones	\$150	\$4,200	\$0
Subtotal	\$3,815	\$106,820	\$7,200
ADMIN COSTS			
Personnel	\$625	\$17,500	\$0
Office Expenses	\$215	\$6,020	\$2,400
Indirect Costs	\$0	\$0	\$1,200
Subtotal	\$840	\$23,520	\$3,600
Total	\$4,655	\$130,340	\$10,800

American Councils for International Education


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

SUBREKTOR


 Authorized Signatory:
 Prof. Dr. Ahmad Rofiquddin, *RA*
 Rector
 Universitas Negeri Malang

5/15/18
 Date

Date: 5/14/2018

Universitas Negeri Malang, Award Number S-ECAGD-16-CA-1020-2018

Attachment 2: Invoice 1

Universitas Negeri Malang
 Jalan Semarang No 5 Malang
 East Java, Indonesia

Period Covered by this Invoice: March 1-June 30, 2018
 Submitted: May 14, 2018

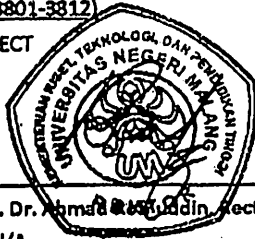
Project Title: FY2018 CLS Summer Institutes
 Subaward Number: UM, Award Number S-ECAGD-16-CA-1020-2018
 Subaward Amount: \$130,340
 Subaward Period: March 1, 2018 – August 31, 2018

Column 1	Column 2	Column 3	Column 4	Column 5 = Column 2 - Column 3
Expenditure Category	Program Budget from Signed Subaward	Amount Requested in Invoice #1 (Wire #1, 80% of Program Budget)	Cost Share	Variance between Total Amount Requested and Program Budget
PARTICIPANT COSTS				
Visa invitation, registration	\$2,100	\$1,680	\$0	\$420
Airport transfers, orientation	\$6,300	\$5,040	\$960	\$1,260
Tuition	\$49,700	\$39,760	\$1,920	\$9,940
Language partners	\$8,960	\$7,168	\$960	\$1,792
Cultural excursions	\$18,200	\$14,560	\$1,920	\$3,640
Housing/meals	\$17,360	\$13,888	\$0	\$3,472
Cell phones	\$4,200	\$3,360	\$0	\$840
Subtotal:	\$146,820	\$115,456	\$5,760	\$21,364
ADMIN COSTS				
Personnel	\$17,500	\$14,000	\$0	\$3,500
Office expenses	\$6,020	\$4,816	\$1,920	\$1,204
IDC	\$0	\$0	\$960	\$0
Subtotal:	\$23,520	\$18,816	\$2,880	\$4,704
RESIDENT DIRECTOR COSTS				
Visa invitation, registration				
Airport transfers, orientation				
Tuition				
Language partners				
Cultural excursions				
Housing/meals				
Cell phones				
Office expenses				
Totals:	\$130,340	\$104,272	\$8,640	\$26,068

Universitas Negeri Malang, Award Number S-ECAGD-16-CA-1020-2018

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)

CERTIFIED CORRECT



Signature _____

Name, Title Prof. Dr. Ahmad ~~Abdullah~~ ^{Idin}, Rector *id*

Federal Tax ID: N/A

Date : 5/14/2018

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

Universitas Negeri Malang, Award Number S-ECAGD-16-CA-1020-2018

Attachment 3: Template for Final Financial Report and Final Invoice

Universitas Negeri Malang
 Jalan Semarang No 5 Malang
 East Java, Indonesia

Report Period:
 Submitted:

Project Title: 2018 CLS Summer Institutes
 Subaward Number: UM, Award Number S-ECAGD-16-CA-1020-2018
 Subaward Amount: \$130,340
 Subaward Period: March 1, 2018 – August 31, 2018

Column 1	Column 2	Column 3	Column 4	Column 5 = Column 2 - Column 4	Column 6	Column 7
Expenditure Category	Program Budget from Signed Subaward	Amount Received in Invoice #1 (Wire #1, 80% of Program Budget)	Total Amount Spent for Entire Subaward Period	Variance between Total Amount Spent and Program Budget	Final Invoice (Wire #2) (Please note that if Column 4 differs from Column 2, an amendment is needed before payment can be processed.)	Total Cost Share
PARTICIPANT COSTS						
Visa invitation, registration						
Airport transfers, orientation						
Tuition						
Language partners						
Cultural excursions						
Housing/meals						
Cell phones						
Subtotal:						
ADMIN COSTS						
Personnel						\$0
Office expenses						
IDC						
Subtotal:						
RESIDENT DIRECTOR COSTS						
Visa invitation, registration						
Airport transfers, orientation						
Tuition						
Language partners						
Cultural excursions						
Housing/meals						
Cell phones						
Office expenses						
Totals:						

Universitas Negeri Malang, Award Number S-ECAGD-16-CA-1020-2018

By signing this report, I certify to the best of my knowledge and belief that the report 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 _____

[Handwritten Signature]

Date 5/14/2018

Name, Title _____

Tel., e-mail: _____

Federal Tax ID: N/A

Universitas Negeri Malang, Award Number S-ECAGD-16-CA-1020-2018

Attachment 4: Subrecipient Questionnaire, American Councils for International Education

Subrecipient Name: Universitas Negeri Malang
Subaward Number: UM, Award Number S-ECAGD-16-CA-1020-2018
Term of Performance: March 1, 2018 – August 31, 2018
Funding Agency: U.S. Department of State
Agency Award No: S-ECAGD-16-CA-1020
Program Title: FY2018 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 note that American Councils will not be able to issue the subaward until the DUNS number and SAM registration are received. Please fill out the form and check the appropriate boxes:

Subrecipient DUNS Number: 726529691
Subrecipient SAM registration date: September 22, 2017 valid until Sep 22, 2018

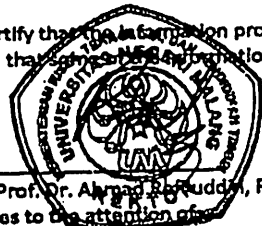
If the subaward is greater than \$25,000, answer the following questions:

- 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 (15 U.S.C. 78m (a), 78o (d) or section 6104 of the Internal Revenue Code of 1986?
 YES, can be found at University's 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:  Date: 5/14/2018
Prof. Dr. Ahmad R. Ruddy, Rector
Return responses to the attention of:
American Councils for International Education
Attn: Komuna Djuraeva
1828 L Street, NW Suite 1200
Washington, DC 20036

Commercial Electronic Office (CEO) Portal Wires Alert: Wire Successful (Beneficiary Copy)

Dear RPL 032 BLU BEND PEN OP,

This wire has been processed successfully.

Date/Time Stamp: 06/15/2018 03:39 am PT

Alert Information	
Confirmation Number:	SWIFT:180615WFBIOUS6SAXXX3199804076
Originator Name:	AMERICAN COUNCILS FOR INTERNATIONAL
Originator Address:	1828 L ST NW STE 1200
Value Date:	06/15/2018
Amount:	104,272.00 USD
Beneficiary Name:	RPL 032 BLU BEND PEN OP
If you received this notification in error, please contact the Originator.	
Alert ID:	S166-3941833