



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

**1. Preamble**

American Councils for International Education (henceforth American Councils) administers the Critical Language Scholarship (CLS) Program in partnership with Universitas Negeri Malang in Indonesia.

This memorandum defines the responsibilities and deliverables of Universitas Negeri Malang (henceforth Partner) and American Councils for the administration of the 2021 CLS Program to support intensive online Indonesian language and cultural learning for approximately twenty-six (26) U.S. undergraduate and graduate students from June 14, 2021 through August 6, 2021.

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

**2. Program Overview**

The Critical Language Scholarship Program (CLS) is part of a U.S. government effort to expand the number of Americans studying and mastering foreign languages. The CLS Program, sponsored by the U.S. Department of State, provides scholarships to U.S. undergraduate and graduate students to participate in intensive language institutes for the study of critical languages.

The 2021 CLS Program aims to provide a robust opportunity for language and cultural learning through a virtual institute that includes a rigorous academic program, structured cultural engagement opportunities, and an opportunity to meet regularly with language partners drawn from the host community.

The virtual institute involves a commitment of approximately 20-25 hours per week, including a combination of group instruction and other activities. Institutes should plan to provide the following learning components:

- Synchronous small group class instruction;
- Asynchronous instruction, such as reviewing video recordings;
- Individual feedback sessions with instructors;
- Cultural activities;
- Individual and group homework assignments;
- Directed independent study; and
- Regular meetings with a language partner for conversation practice.

American Councils shall provide under separate cover a template for an Institute Plan soliciting further detail for each of the components outlined in the scope of work below. The Institute Plan will be due by April 1, 2021.



## 2.1 Program Schedule and Institute Plan

2.1.1. The Partner shall plan to provide 20 hours of classroom instruction per week for the duration of the program, with the exception of an initial quarantine period. The partner shall coordinate with American Councils staff to develop a schedule for approximately 10 hours per week of virtual instruction during the quarantine period along with further orientation sessions and virtual meetings with language partners.

2.1.2 The program schedule shall include a minimum of 10 hours of synchronous small group instruction each week. Synchronous instruction and any additional live, mandatory scheduled activities, such as cultural activities and guest lectures, shall take place during the dedicated institute time block. Any required activities scheduled outside of the hours specified for the dedicated institute time block must be approved by American Councils in advance.

2.1.3 Asynchronous activities, homework assignments, and language partner sessions may take place outside of the designated time block but, taken together with the academic activities, should not exceed 25 hours per week.

2.1.4 The Partner will participate in pre-program orientation sessions. The orientation shall include an introduction of faculty and staff, and the Partner should provide a document detailing names and contact information for all relevant staff. As part of the orientation, the Partner shall provide an overview of the academic program, including information on how students will receive and submit assignments, how to access course sessions, an overview of grading procedures, and descriptions of major assignments.

2.1.5 The Partner will coordinate with American Councils to develop a schedule and conduct placement tests in advance of the start of classes, allowing sufficient time to allow for shipping textbooks and related materials.

2.1.6 The Partner shall provide training on preventing and reporting on sexual harassment, diversity and inclusion, and program privacy policies based on training materials provided by American Councils in the 2021 CLS Program Operational Guidelines, provided separately.

## 2.2 Academic Program

2.2.1 The Partner shall plan to provide group instruction at the beginning, advanced beginning, intermediate, and advanced levels and develop a curriculum that develops proficiency in reading, writing, listening, and speaking. Class sizes shall not exceed 10 students and should be placed in groups based on each participant's language level, to the extent possible.

2.2.2 The Partner shall provide a minimum of 10 academic hours of small-group language instruction per week, Monday through Friday, for the duration of the eight-week program. American Councils defines an academic hour as 50 minutes of class time and 10 minutes of break time.

2.2.3 The Partner shall provide an additional 10-15 hours of other types of language learning and cultural engagement activities, including individual consultations with instructors, asynchronous instruction and guided activities, individual and group homework assignments, cultural activities, and weekly individual language partner sessions. Language instructors shall link elements of the curriculum to the virtual cultural activities in which students participate.

2.2.4 The academic program should include a structured regular testing and homework components for the students. The Partner should organize regular quizzes, mid-program language assessments, final assessments,



and where appropriate, a final project. Students should have no more than 1-2 hours of homework every night during the school week.

2.2.5 Teachers shall strive to speak only in the language of study in the virtual classroom when possible (English can be used to explain grammatical concepts or can be written while instructing or used in handouts, as necessary, for lower-level language classes).

2.2.6 The students shall be split into groups based on language level based on placement conducted prior to the start of the program. Students may only change levels during the program at the discretion of the Academic Director and with American Councils staff approval. American Councils staff should be informed of any changes in level assignments. An American Councils staff member will observe classes regularly and will help collect information about student progress and report comments to the Academic Director.

2.2.7 The Partner shall designate textbooks and related materials and coordinate with American Councils to provide them to students. American Councils must be notified at least six weeks in advance if learning materials must be physically sent to students.

2.2.8 The Partner shall produce a mid-term academic progress report no later than the fourth week of the academic program, and final grade reports no later than 10 days after the final date of classes. Reports should be provided to American Councils staff. The Partner shall coordinate with American Councils to support students who are not performing well academically. The Partner and/or American Councils may suggest additional tutoring for some students or review other options for addressing performance challenges.

2.2.9 The Partner shall provide an Academic Director (or the equivalent of a Lead Teacher), who will work to develop and monitor the academic program if the Institute Director does not fill this role. The Academic Director will oversee and coordinate the work of language teachers, oversee the language curriculum, develop course descriptions, coordinate grading and testing, and prepare reports on program results to American Councils.

2.2.10 The Partner shall provide teachers for the program. Teachers must have experience teaching foreign students and/or have a teaching certificate, or the local equivalent. Resumes of teaching staff should be included with the Institute Plan. Instructors must be available for the entire duration of the program.

2.2.11 Further information about the academic program will be discussed in the Institute Plan. The Partner agrees to make no changes to the approved academic program proposal provided in the Institute Plan without approval from American Councils. Examples include, but are not limited to, a reduction in teaching staff from approved proposal, change in class schedule or teaching materials. American Councils will help support implementation of the academic program and will offer expertise, where requested and appropriate.

### 2.3 Cultural Program

2.3.1 The Partner will provide a cultural program that consists of virtual culture classes and activities. Cultural program components should supplement classroom language instruction. All cultural activities must be conducted in the language of study, with some accommodation for beginner level students.

2.3.2 The Partner should devote a portion of the cultural program to a topic theme. Further information about the cultural program and theme will be discussed in the Institute Plan.

2.3.3 The Partner agrees to work with American Councils to finalize a cultural program calendar submitted as a component of the Institute Plan. The Partner agrees to make no changes to the approved cultural program proposal provided in the Institute Plan without approval from American Councils.



## 2.4 Language Partners

2.4.1 The Partner shall develop a program that pairs CLS participants with language partners for the purposes of one-on-one language development. Each participant shall be paired with one language partner. Language partners shall be required to meet with students for a minimum of 2 hours each week.

2.4.2 The Partner 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.

## 2.5 Communication

2.5.1 The Academic Director and program teachers will meet weekly to discuss class and student progress. The Institute Director will meet regularly with the Academic Director and staff to assess the progress of the program.

2.5.2 The Partner and American Councils will hold a weekly meeting to discuss the progress of the institute, address any problems, and plan for upcoming activities.

2.5.3 American Councils shall be notified immediately of any changes in staffing due to personal emergencies or sickness. The Partner agrees that the Institute Director and Academic Director responsible for program implementation will not take vacation or be absent from class for longer than three days for the duration of the program.

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

2.5.5 The Partner shall communicate regularly with American Councils staff regarding student conduct and any other issues, including concerns about attendance, completion of homework and other assessments, academic progress, academic integrity, or group dynamic issues. Only American Councils staff, in coordination with the U.S. Department of State, may remove a student from the program. The Partner understands that ultimate authority over students and their performance lies with American Councils and the U.S. Department of State.

## 2.6 Technology

2.6.1 The Partner shall provide information about the platforms and technology that will be used for the CLS institute. This may involve multiple platforms but should include a means for holding classes via video conferencing, and a system for managing course materials, including the exchange of homework and other class assignments. Information about the platform should be provided to American Councils in the Institute Plan.

2.6.2 Teachers and staff shall conduct a pre-program technology demonstration to become familiar with both the classroom management platform as well as the video conferencing platform. The Partner shall coordinate with American Councils' staff to conduct a dress rehearsal of the technology before the start of the program.

2.6.3 Teachers shall update and monitor the classroom management platform daily during the program.

2.6.4 The Partner shall inform American Councils staff immediately in the event of a problem with the platform in order to plan for an alternate means for implementing the program.

2.6.5 The Partner must aim to take precautionary measures to protect student and teacher privacy in the virtual environment. This includes requiring the use of password-protected virtual classrooms, discouraging students



from sharing personally identifiable information, or allowing access to the virtual classroom by non-participants. The Partner shall not record class sessions without prior approval from American Councils.

2.6.6 American Councils and the U.S. Department of State reserve the right to observe and record class sessions. All recordings are proprietary to American Councils and may not be distributed without expressed written permission from American Councils.

### 3. **Reporting**

3.1 The Institute Director, as the Partner's designated representative responsible for program administration should be within reach by e-mail and phone daily to American Councils during the program. All emails from American Councils should be answered within two business days. The main staff responsible for the program should remain available for the entire program.

3.2 The Partner shall provide a narrative report based on a provided template no later than **September 15, 2021**.

3.3 The Partner shall provide a final financial report no later than **September 30, 2021**.

### 4. **Program Budget**

4.1 American Councils agrees to compensate the Partner per the agreed upon signed budget outlined in Attachment 1 hereto and incorporated herein by reference. The budget is not a fixed fee budget and the Partner will be compensated based on provided invoices and submitted expense reports. American Councils and the Partner understand that if the participant number changes before or during the program, this may affect certain line items of the budget that adhere to per participant costs and the overall budget will change.

4.2 The Partner must not deviate from the approved budget for each line-item more than 10% without the expressed written consent of American Councils. Expenses not outlined in the attached signed budget are not allowed without the expressed written consent of American Councils.

4.3 American Councils will transfer to the Partner a payment of 80% of the total agreed upon budget within 15 business days after receipt of the approved invoice and verification of bank information (no earlier than April 15, 2021). Invoices should be submitted no later than June 1, 2021. The Invoice should be provided on the institution's letterhead, dated and signed by the institution's official. The invoice should be in US Dollars (USD) and not exceed 80% of the signed budget.

4.4 The second invoice should be submitted to American Councils after the completion of the program. The remaining amount to be reimbursed to the Partner will be based on spent funds. Second and final invoice should be submitted to American Councils no later than September 30, 2021. The Partner will present a dated, final invoice and dated financial report that shall reflect actual expenditures during the program period. The transfer of up to 20% of the remaining budget is contingent upon receipt of the aforementioned financial documentation and its review and approval by American Councils.

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

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

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

**5. Accounting Systems**

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

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

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

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

**6. Period of Performance**

The term of this Memorandum begins on March 1, 2021. The Partner shall notify American Councils of any reason that might contribute to the failure to perform within the specified term, even if such reason is beyond the control and without fault or negligence of the Partner. The performance period may be modified by mutual agreement in writing of the parties.

**7. Changes and Prior Approval**

The Partner is responsible for both notifying American Councils and obtaining prior written approval from American Councils with respect to any changes that may materially and/or programmatically alter the terms of this Memorandum. Examples include, but are not limited to, changes in the period of performance, program staffing structure, changes in the program budget, and changes in the scope of work. In the event of uncertainty as to whether a change is significant enough to require prior approval, questions shall be referred to American Councils.

**8. Cancellation Policy**

The program may be subject to cancellation due to the COVID-19 pandemic or other unforeseen causes. Initial determinations about program status shall be made by April 15, 2021 but are subject to change prior to the start of the program. If overseas programming is canceled by American Councils on or after April 15, 2021 but prior to the program start date due to the COVID-19 pandemic, American Councils agrees to pay the Partner thirty-percent (30%) of the total approved budget.

**9. Termination**



9.1 Both American Councils and the Partner reserve the right to terminate this Memorandum at any time by giving written notice at least 30 calendar days prior to the effective date of termination. Should performance be so terminated, the Partner shall be paid for its assumed reasonable expenditures to date of the termination. Payment shall be made upon submission to American Councils of a final, dated invoice covering aforementioned performance and costs, but only those included in the original bilaterally signed budget will be considered for reimbursement. The invoice must be submitted no later than September 30, 2021. The Partner is obligated to continue viable operation of this program during a termination period and American Councils is obligated to accept reasonable, related expenditures unless such understandings are amended in writing by mutual consent. Such expenses can only be reimbursed to the Partner upon submission of an acceptable invoice within the aforementioned time frame.

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

#### 10. **Non-Competition, Conflict of Interest, Proprietary Interests**

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

#### 11. **Privacy Policy**

11.1 The Partner shall take measures to safeguard participant personally-identifiable information.

11.2 Participant names, educational status, language of study, host institution, and host country name may be publicly shared. Additional information about the participants may not be used without written permission from American Councils.

#### 12. **Media and Publicity**

12.1 In collaboration with American Councils, the Partner shall determine the appropriateness of local media requests to publish positive stories related to the CLS Program. In cases involving potentially negative news coverage and/or regional, national, or international media, the Partner shall consult with American Councils for approval and support prior to speaking with the media. The Partner 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 the program; and, where possible, inform participants ahead of time if media representatives will be present.

12.2 The Partner may publish information about the CLS Program in keeping with the CLS Program Operational Guidelines. Website pages managed by the Partner may use the official logos of the CLS Program or American Councils only on CLS Program-specific pages, and only with written approval by American Councils. The Partner should not publish photos of CLS participants without the approval of American Councils.

12.3 Persons affiliated with the CLS Program may express themselves on websites, personal blogs, and social networks. However, they must acknowledge that the website, personal blog or social network is not a representation of the CLS Program and that the views expressed do not represent the Program or the U.S. 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.

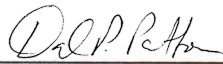
**13. Entire Memorandum**


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

13.2 This Memorandum must be signed by both parties by no later than May 15, 2021. Failure by the Partner to sign the Memorandum by the deadline will result in delay of transfer of funds for the administration of the program. American Councils are unable to transfer the funds without the signed Memorandum.

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

**For American Councils for International Education:**  
Dr. David Patton, President

Signature:   
Date: May 10, 2021

**For Universitas Negeri Malang**  
Prof. Dr. H. Ahmad Rofiuddin, M.Pd, Rector 

  
Signature:   
Date: 4/28/2021



**Attachment 1**

2021 CLS Program Budget  
Universitas Negeri Malang,  
Malang, Indonesia

Total Number of Participants:	26			
	Column 1	Column 2	Column 3	Column 4
<b>PARTNER: Universitas Negeri Malang, Malang, Indonesia DUNS Number: 726529691</b>	<b>Cost Per</b>	<b>Total for group</b>	<b>Cost Share</b>	<b>Total FY 2021 Budget</b>
<b>Personnel</b>	\$425.00	\$11,050.00	\$0.00	\$11,050.00
<b>Fringe Benefits</b>	0.00%	\$0.00	\$0.00	\$0.00
<b>Travel</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>Equipment</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>Supplies</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>Contractual</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>Construction</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>Other Direct Costs</b>				
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	\$1,140.00	\$29,640.00	\$1,250.00	\$30,890.00
Language Partners	\$200.00	\$5,200.00	\$100.00	\$5,300.00
Cultural Excursions	\$270.00	\$7,020.00	\$200.00	\$7,220.00
Housing and Meals	\$0.00	\$0.00	\$0.00	\$0.00
Cell phones	\$0.00	\$0.00	\$0.00	\$0.00
Office Expenses	\$140.00	\$3,640.00	\$500.00	\$4,140.00
<b>OTHER DIRECT COSTS SUBTOTAL</b>	<b>\$1,750.00</b>	<b>\$45,500.00</b>	<b>\$2,050.00</b>	<b>\$47,550.00</b>
<b>Total Direct Costs</b>	<b>\$2,175.00</b>	<b>\$56,550.00</b>	<b>\$2,050.00</b>	<b>\$58,600.00</b>
<b>Indirect Costs</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>TOTAL</b>	<b>\$2,175.00</b>	<b>\$56,550.00</b>	<b>\$2,050.00</b>	<b>\$58,600.00</b>

**American Councils for International Education**

*David Patton*

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

Date: May 10, 2021



**Universitas Negeri Malang**

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

Date: 4/28/2021