

**ENGLISH ACCESS MICROSCHOLARSHIP PROGRAM
AGREEMENT**

issued to
**St. Joseph's College for Women Society
India**

under

**U.S. Department of State, Bureau of Educational and Cultural Affairs
AWARD NO. S-ECAGD-18-CA-0067
PO #: PO20002360**

Agreement: 102483.001.002.001.141
CFDA: 19.421
Period of Performance June 17, 2020 to September 30, 2022
Total Agreement Amount (not to exceed): \$46,560.00

To: Dr. Shyji PD, Principal, St. Joseph's College for Women Society (hereinafter referred to as "In-Country Educational Service Provider")

From: Karen Bassich, Associate Director, Purchasing and Facilities, Family Health International (hereinafter referred to as "FHI 360")

Subject: Award of an Agreement as Part of the "FY 2018 English Access Microscholarship Program" (hereinafter referred to as "Access Program")

In witness of their acceptance of the terms and conditions of this Agreement, FHI360 and the In-Country Educational Service Provider have caused this Agreement to be executed by their duly authorized representatives:

Authorized by and accepted for Family Health International by:

Authorized by and accepted for Recipient by:

DocuSigned by:
Karen Bassich 6/11/2020
Signature Date

Dr. Shyji P.D. 15.6.2020
Signature Date

Karen Bassich
Type or print name

Dr. Sr. Shyji P.D.
Type or print name

Associate Director, Procurement
Title

Principal, St. Joseph's College for Women Society
Title

St. Joseph's College for Women Society
Gnanapuram
VISAKHAPATNAM - 550004

1. PURPOSE OF AGREEMENT

FHI 360 was awarded a Cooperative Agreement No. S-ECAGD-18-CA-0067 by the United States Department of State on September 18, 2018. The purpose of that agreement is to implement the Access Program, which is run under the auspices of the Office of English Language Programs at the Bureau of Educational and Cultural Affairs (hereinafter referred to as "ECA/A/L"). The Access Program provides a foundation of English language skills to bright, economically disadvantaged 13 – 20 year old students worldwide through afterschool and intensive programming. Access students gain an appreciation for U.S. culture and democratic values, increase their ability to participate successfully in the socio-economic development of their countries, and gain the ability to compete for and participate in future U.S. exchange and study programs. The program will also support programming for alumni, teachers, directors, administrators and ministry officials that can be conducted in-country, in the region or in the U.S.

To implement the Access Program in-country, the assistance of locally-based providers is necessary. We are pleased to announce that the In-Country Educational Service Provider has been selected, with the concurrence of the Department of State, as (one of) the In-country Educational Service Providers in India for the FY 2018 Access Program, pursuant to the terms of FHI 360's Cooperative Agreement with the Department of State.

The program is to be identified as the "English Access Microscholarship Program" and as the initiative of the United States Embassy/Consulate General in India and the United States Department of State.

2. OVERVIEW OF ROLES AND RESPONSIBILITIES

For the purposes of this Agreement, the U.S. Embassy/Consulate is the manager of the Access Program for the Department of State, and will appoint a Foreign Service Officer/Specialist to serve as the main in-country point-of-contact for the In-Country Educational Service Provider for all general questions related to implementation of the Access Program. The specific requirements of the In-Country Educational Service Provider regarding program implementation are included in the proposal approved by the U.S. Embassy/Consulate and ECA/A/L on May 19, 2020 (hereinafter referred to as "Program Proposal"), which are incorporated into this Agreement by reference.

Under the terms of its Cooperative Agreement with the U.S. Department of State, FHI 360 is responsible for collecting and reviewing program and financial reports from the In-Country Educational Service Provider, and for disbursing funds to the In-Country Educational Service Provider.

In order to enable proper administration and oversight of the Access Program, the In-Country Educational Service Provider agrees to adhere to all program and financial reporting requirements as outlined in this Agreement, the Program Proposal and as otherwise directed by U.S. Embassy/Consulate and FHI 360.

3. SCOPE OF AGREEMENT AND AUTHORIZED BUDGET

The In-Country Educational Service Provider agrees to take receipt of funds from FHI 360 for the sole purpose of executing Access Program requirements, the details of which are included in the Program Proposal. The In-Country Educational Service Provider acknowledges and agrees to the following basic terms:

The In-Country Educational Service Provider will receive \$46,560.00 USD to support 50 participants, i.e. primarily 13-20 year old non-elite students, to study English for a period of 23.8 months, delivering a total of 560.0 After School Instruction Hours, 160.0 Enhancement Activities Hours and 72.0 Intensive Instruction Hours for a total of 792.0 delivered instruction hours for all groups. Each student will receive 396.00 total instruction hours.

The period of performance will be June 17, 2020 to September 30, 2022. If authorized by ECA/A/L, the initial advance payment can be made as of the date of signature of Agreement, so long as this date is no more than 30 days in advance of the start date listed in Agreement.

Funds received by the In-Country Educational Service Provider for this period of performance will be utilized according to the following budget:

Administration Budget:

Administration Salaries and Wages	\$6,461.54
Administration Benefits	\$0.00
Administration Travel	\$0.00
Administration Food and Beverages	\$0.00
Administration Other Costs	\$876.92
A) Total Administration Budget	\$7,338.46

Program Budget:

1) Program Salaries and Wages	\$16,307.69
2) Program Benefits	\$0.00
3) Program Books and Instructional Materials	\$3,984.62
4) Program Travel	\$7,452.31
5) Program Food and Beverages	\$7,436.54
6) Program Other Costs	\$4,040.38
B) Total Program Budget	\$39,221.54
C) TOTAL BUDGET (USD)	\$46,560.00

It is understood and agreed that the In-Country Educational Service Provider may make cumulative adjustments between Program budget line-items (1-6) specified above, provided that the cumulative amount of such transfers shall not exceed ten percent (10%) of the Total Budget

(C). In addition, the In-Country Educational Service Provider may not transfer funds between the Administration Budget (A) and Program Budget (B). No adjustment in excess of this margin may be made without the prior written approval of ECA/A/L and FHI 360 in Washington, D.C. in consultation with the U.S. Embassy/Consulate.

3.1 Cash Advance Payments

When authorized, cash advances will be administered under the following terms:

- a) Advances shall be limited to disbursement needs for each period as outlined in the Reporting and Monitoring section of this Agreement and shall be scheduled so that the funds are available to the In-Country Educational Service Provider as close as is administratively feasible to the actual disbursements for program costs.
- b) The cash advance may only be used to pay expenses authorized by this Agreement.
- c) The In-Country Educational Service Provider requests for payment will be used to reimburse expenses, reconcile any outstanding advance, and estimate future advances. The In-Country Educational Service Provider will submit a financial report of expenditures and an advance payment request per the reporting schedule in this Agreement.
- d) After the initial advance at the start of the Agreement, any subsequent advance is dependent upon satisfactory progress, including submission and approval of required reports and/or other deliverables.
- e) Each advance must be reconciled for which the advance was given. Failure to reconcile an advance will preclude the In-Country Educational Service Provider from receiving any additional advances until all outstanding advances have been reconciled.
- f) Requests for reimbursement shall first be applied against any outstanding advance.
- g) In no event will the total amount transmitted via cash advances and reimbursements exceed the total obligated amount in this Agreement. If the total costs are less than the sum of the payments received, the In-Country Educational Service Provider agrees to refund the difference to FHI 360 as part of the final reconciliation.

3.2 Final Reconciliation and Closeout

Reconciliation of the final advance payment must occur in conjunction with the final report as outlined in the reporting schedule in this Agreement. If applicable, final payment to the In-Country Educational Service Provider may be withheld pending:

- Final determination of disallowed or questioned costs;
- Completion and acceptance by FHI 360 and U.S. Embassy/Consulate of all work performed under Agreement;
- Submission of all required program and financial reports.

4. REPORTING AND MONITORING

The In-Country Educational Service Provider will provide to the U.S. Embassy/Consulate enrollment data, including name, age, sex, city, or any other items as specified by either of the indicated parties for all participants.

The In-Country Educational Service Provider will provide program and financial reports as well as receipts for funds received to the U.S. Embassy/Consulate and FHI 360 as outlined below:

Reporting Period	Reporting Period Dates (Period Start Date to Period End Date)	Due Date for Reports (30 days after Period End Date)
1st Quarter	June 17, 2020 to August 31, 2020	September 30, 2020
2nd Quarter	September 1, 2020 to November 30, 2020	December 31, 2020
3rd Quarter	December 1, 2020 to February 28, 2021	March 31, 2021
4th Quarter	March 1, 2021 to May 31, 2021	June 30, 2021
5th Quarter	June 1, 2021 to August 31, 2021	September 30, 2021
6th Quarter	September 1, 2021 to November 30, 2021	December 31, 2021
7th Quarter	December 1, 2021 to February 28, 2022	March 31, 2022
8th Quarter	March 1, 2022 to May 31, 2022	June 30, 2022
9th Quarter	June 1, 2022 to September 30, 2022	October 31, 2022

4.1 Reports and Payments

The In-Country Educational Service Provider will prepare and submit program and financial reports by the due date listed in the table above to reflect all activity through the end of the prior period. The In-Country Educational Service Provider is required to submit program and financial reports following the format as specified by FHI 360 or the U.S. Embassy/ Consulate.

Financial Reports requirements :

- Funds received from FHI 360 must be used only for costs directly related to delivery of the Access Program in accordance with the proposal and as approved under this service agreement.
- The In-Country Educational Service Provider must report actual expenses in each financial report.
- All expenses should be incurred after the Agreement Start Date and before the Agreement End Date.

- The In-Country Educational Provider is encouraged to obtain written determination from their U.S. Embassy/Consulate representative as to whether a cost will be allowable before incurring a questionable or unique cost.

The allowability of costs will be determined by the U.S. Embassy/Consulate and in accordance with the applicable cost principles. If at any time, the U.S. Embassy/Consulate determines that the In-Country Educational Service Provider utilized funds for purposes other than those authorized by the Program Proposal and this Agreement or received an overpayment, the In-Country Educational Service Provider will promptly refund the amount to FHI 360.

Reports and other program information will be shared with ECA/A/L in Washington, D.C. The In-Country Educational Service Provider will provide other reports to the U.S. Embassy/Consulate and FHI 360 as requested, ensuring necessary oversight and transparency regarding its financial and educational activities.

5. AUDIT and RECORDS

The In-Country Educational Service Provider is required to maintain books, records, documents, and other evidence to support entries in accounting records in accordance with the In-Country Educational Service Provider's usual accounting procedures to sufficiently substantiate charges to the service agreement. All such financial records must be maintained for at least three years after the final disbursement of funds under this service agreement.

The In-Country Educational Service Provider agrees to make available to the U.S. Embassy/Consulate, FHI 360 or a selected audit company all records and documents that support expenditures made under this program.

6. MODIFICATIONS

The terms and conditions of this Agreement may only be modified in writing and jointly executed by authorized officials of FHI 360, U.S. Embassy/Consulate, and the In-Country Educational Service Provider. FHI 360 will not be liable for activities undertaken and/or costs incurred by the provider beyond the approved Program Proposal and budget unless authorized in a written modification to this Agreement.

7. AWARD COMPLIANCE

In addition to the assurances and certifications contained in this Agreement, the In-Country Educational Service Provider must administer this Agreement in accordance with (2 CFR 200 and 2 CFR 600) and Department of State Standard Terms and Conditions. Those requirements are a part of FHI 360's Cooperative Agreement with the Department of State, and are required to be flowed down to all in-country educational service providers. They are incorporated by reference

as if fully set forth herein. Electronic copies containing the complete text are available at:
<https://access-program.org/crm/download-content.php?id=e140524b-32fd-3969-3e94-5ddd75ce2b32>

8. INDEMNIFICATION

The In-Country Educational Service Provider shall defend, indemnify, and hold harmless FHI360 against all claims, suits, costs, damages, and expenses that FHI 360 may sustain by reason of the In-Country Educational Service Provider's negligent or unlawful actions resulting from the In-Country Educational Service Provider's performance under this agreement.

9. DEBARMENT, SUSPENSION, INELIGIBILITY, and VOLUNTARY EXCLUSION

The In-Country Educational Service Provider certifies by acceptance of this Agreement 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 U.S. Federal Government department of agency.

10. DRUG TRAFFICKING:

FHI 360 reserve the right to terminate this Agreement to demand a refund or take other appropriate measures if the In-Country Educational Service Provider is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.

11. TERRORISM EXECUTIVE ORDER 13224

The In-Country Educational Service Provider agrees and certifies to take all necessary actions to comply with Executive Order No. 13224 on Terrorist Financing; blocking and prohibiting transactions with persons who commit, threaten to commit, or support terrorism. In-Country Educational Service Provider is required to obtain the updated lists at the time of procurement of goods or services. The updated lists are available at:

<https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>

<https://www.un.org/sc/suborg/en/sanctions/un-sc-consolidated-list>

12. FOREIGN CORRUPT PRACTICES ACT

The anti-bribery provisions of the Foreign Corrupt Practices Act of 1977 ("FCPA"), 15 U.S.C. §§ 78dd1", et seq., makes it unlawful for U.S. companies, as well as their officers, directors,

employees, and agents, to corruptly offer or make a corrupt payment of money or anything of value to a foreign official for the purpose of obtaining or retaining business. The In-Country Educational Service Provider acknowledges and understands that he/she must comply fully with the anti-bribery provisions of the FCPA. Specifically, the In-Country Educational Service Provider understands and agrees that it shall be unlawful for the In-Country Educational Service Provider to pay, offer, promise to pay (or authorize to pay or offer) money or anything of value to a foreign official in order to assist FHI 360 in obtaining or retaining business for or with, or directing business to, FHI 360. A "foreign official" means any officer or employee of a foreign government, a public international organization, or any department or agency thereof, or any person acting in an official capacity.

13. COMBATING TRAFFICKING IN PERSONS

The United States Government has adopted a zero-tolerance policy regarding trafficking in persons. The In-Country Educational Service Provider and its employees shall not:

- Engage in severe forms of trafficking in persons during the period of performance of any Service Agreements;
- Procure commercial sex acts during the period of performance of any Service Agreements; or
- Use forced labor in the performance of any Service Agreements.

The In-Country Educational Service Provider shall notify its employees of the government's zero tolerance policy, the actions that will be taken against employees for violations of this policy (including, but not limited to, removal from a Service Agreements, reduction in benefits, or termination of employment), and take appropriate action, up to and including termination, against employees or any other the In-Country Educational Service Provider that violate this policy.

14. LIABILITY

FHI 360 and the Department of State assume no liability for any third party claims for damages arising out of this Agreement, nor does either assume responsibility for claims of representatives or employees of the In-Country Educational Service Provider.

15. FORCE MAJEURE

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under this Agreement due to a natural disaster, actions of third parties or actions or decrees of governmental bodies beyond the control of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of this Agreement. The party so

affected shall give prompt notice to the other party of the Force Majeure Event. Upon such notice, all obligations of the affected party under this Agreement which are reasonably related to the Force Majeure Event shall be immediately suspended, and the affected party shall do everything reasonably possible to resume performance as soon as practicable.

16. BRANDING and MARKETING

The FHI 360 name, its logos, trademarks, or service marks, may not be used without prior written permission from FHI 360's Corporate Communications office. The logos cannot be edited or altered in any manner or used for any personal or commercial purpose. Users are not permitted to, and shall not, redraw or alter the placement, size relationships, colors or typeface of the logo's elements.

17. STOP WORK

When requested by the U.S. Embassy/Consulate and approved by ECA/A/L, FHI360 shall have the right to direct the In-Country Educational Service Provider to stop work at any time. Such direction must be issued in writing to the In-Country Educational Service Provider and shall be effective until a directive to resume work or a letter of termination is issued.

18. TERMINATION AND SUSPENSION

18.1 By Mutual Agreement

2 CFR 200 and 2 CFR 600 set forth termination procedures. When all parties agree that continuation of the project would not produce results commensurate with further expenditure of funds, or for any other reason, the award may be terminated by mutual consent. In-Country Educational Service Provider may commence termination of Agreement on that basis after its authorized representative advises the U.S. Embassy/Consulate and FHI 360 in writing. If the U.S. Embassy/Consulate or FHI 360 wishes to terminate this project, it will issue, in writing, a termination notice to the In-Country Educational Service Provider's authorized representative. Within 30 days after receipt of a request by any party for termination by mutual agreement, the party receiving the request will provide an appropriate written response. All parties must agree upon the termination conditions, including the effective date, and, in the case of partial termination, the portion to be terminated. The In-Country Educational Service Provider must not incur new obligations for the terminated portion after the effective date and must cancel as many outstanding obligations as possible. The U.S. Embassy/Consulate and FHI 360 will allow full credit to the In-Country Educational Service Provider for obligations that cannot be cancelled properly incurred by the In-Country Educational Service Provider prior to termination.

18.2 For Cause

The U.S. Embassy/Consulate and FHI 360 reserve the right to terminate this Agreement, in whole or in part, at any time before the end date of this Agreement, whenever it is determined that the

In-Country Educational Service Provider has failed to comply with the conditions of this Agreement. The U.S. Embassy/Consulate and FHI 360 must promptly notify the In-Country Educational Service Provider in writing of the determination and of all reasons for the termination, together with the effective date. If this Agreement is terminated for any reason, the In-Country Educational Service Provider will return the unused portion of any funds previously transferred to it.

As soon as possible, but in any event no later than 30 days after the effective date of termination, the In-Country Service Provider must repay to FHI 360 all unexpended funds that are not otherwise obligated by a legally binding transaction applicable to this award.

19. STANDARDS OF ETHICS AND BUSINESS CONDUCT

The In-Country Educational Service Provider confirms its accountability to participants in the Access Program, children, any vulnerable populations, and to all others whom the program is intended to serve.

19.1 Safeguarding of Children in Access Programs:

The In-Country Educational Service Provider must uphold the principles of the Safeguarding of Children policy located on the FHI 360 Compliance office website at <https://www.fhi360.org/about-us/compliance-office> and will undertake to ensure that no individual with any history of crimes against children will be placed in a position involving direct interaction with children as part of the work under this Agreement. The In-Country Educational Service Provider and any employees, consultants, and volunteers of the In-Country Educational Service Provider ("*Personnel*") are prohibited from engaging in child abuse, exploitation, or neglect in its programs and activities, including without limitation, physical abuse; emotional ill-treatment; neglect or insufficient supervision; sexual abuse; exploitation through prostitution or production of pornographic materials; trafficking; or commercial, transaction or labor exploitation resulting in actual or potential harm to the child's health, well-being, survival, development or dignity. The In-Country Educational Service Provider's Personnel must comply fully with host country and local child welfare and protection laws or with international standards, whichever gives greater protection, and must comply with U.S. laws where applicable.

19.2 Protecting Program Participants from Sexual Exploitation and Abuse (SEA):

The In-Country Educational Service Provider must uphold the principles of the *United Nations Interagency Standing Committee on Protection from Sexual Exploitation and Abuse in Humanitarian Crises* and the policy on Protecting Program Participants from Sexual Exploitation and Abuse, located on the FHI 360 Compliance office website at <https://www.fhi360.org/about-us/compliance-office>).

The In-Country Educational Service Provider and its Personnel are prohibited from committing any form of sexual exploitation or abuse of any adults or children who are served by FHI 360 programs or encounter Personnel engaged in activities under this Agreement ("*Program Participants*"). Sexual exploitation means any actual or attempted abuse of Program Participants that takes advantage of their position of vulnerability or trust for sexual purpose. Sexual abuse

means any actual or threatened physical intrusion of a sexual nature by force or under unequal or coercive conditions. The In-Country Educational Service Provider must take steps to develop a culture that does not tolerate SEA and prevent, detect, and/or stop any SEA by the In-Country Educational Service Provider Personnel.

19.3 Violence Within the Work Environment:

The In-Country Educational Service Provider must uphold the principles of FHI 360's Violence-Free Workplace policy located on the FHI 360 Compliance office website at <https://www.fhi360.org/about-us/compliance-office>) and take steps to prohibit and prevent any form of violence or threats of violence in the work environment, by or against any the In-Country Educational Service Provider Personnel while on the In-Country Educational Service Provider's premises or work locations of the In-Country Educational Service Provider, at any events sponsored by the In-Country Educational Service Provider or while engaged in the performance of employment duties for the In-Country Educational Service Provider whether on or off the In-Country Educational Service Provider's premises. The In-Country Educational Service Provider's policy must prohibit its Personnel from perpetrating any form or violence or threats of violence against any staff or any In-Country Educational Service Provider partner, the In-Country Educational Service Provider client, program participants, or anyone else with whom they interact in work-related situations.

19.4 Harassment-Free Work Environment:

The In-Country Educational Service Provider must uphold the principles of the Harassment-Free Work Environment policy located on the FHI 360 Compliance office website at <https://www.fhi360.org/about-us/compliance-office>) and take steps to prohibit and prevent the In-Country Educational Service Provider Personnel from engaging in any form of harassment in the workplace or work-related situations based on: race, color, ethnic or national origin, religion, age, sex, sexual orientation, gender identity, or perceived adherence to socially defined norms of masculinity and femininity, medical condition, pregnancy, childbirth, and breastfeeding, nationality or citizenship, physical or mental disability, genetic information or characteristics (or those of a family member), status as a victim of domestic violence, sexual assault or stalking, and/or any other class, status, or characteristic protected by local law. The In-Country Educational Service Provider must strictly prohibit its Personnel from harassing any Personnel, employees of any In-Country Educational Service Provider partner, In-Country Educational Service Provider client, program participants, or anyone else with whom the In-Country Educational Service Provider Personnel interact in work-related situations.

19.5 Dealing with Governments or Officials; Compliance with Foreign Corrupt Practices Act:

The In-Country Educational Service Provider acknowledges that the corporate policy located on the FHI 360 Compliance office website at <https://www.fhi360.org/about-us/compliance-office>) requires that activities be conducted within the letter and spirit of the law. In-Country Educational Service Provider, including any of its affiliates and their respective employees, agents officers, or other members of its management will not make any payment, either directly or indirectly, of money or other assets to government or political party officials, candidates for public office, or representatives of other businesses or persons acting on behalf of any of the foregoing (referred to collectively as "officials") where such payment would constitute a violation

of any law. In addition, regardless of legality, the In-Country Educational Service Provider will make no payment either directly or indirectly to officials if such payment is for the purpose of influencing decisions or actions with respect to the subject matter of this agreement or any other aspect of the Access Program's operations.

19.6 Reporting of any Violations:

The In-Country Educational Service Provider and its Personnel who observe, suspect, receive allegations of misconduct or violations of any of the above referenced policies and requirements in this document are required to report the conduct immediately, either orally or in writing by contacting the U.S. Embassy/Consultant Representative. When reporting, individuals are urged to provide as much detail as possible about the conduct, if possible, including identifying people who were involved or who witnessed the conduct, so long as this will not put the persons identified at risk of immediate harm. The In-Country Educational Service Provider must maintain policies that require its Personnel to report any misconduct or violations to any other appropriate management within the In-Country Educational Service Provider's organization, with any appropriate law enforcement agency or other regulatory agency as required by local laws.

Consequences of Violations:

Violations by the In-Country Educational Service Provider or its Personnel and/or the failure to follow the requirements of the policy may result in immediate termination of the In-Country Educational Service Provider's award.