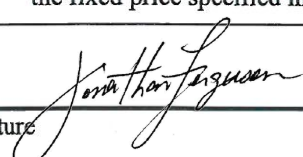
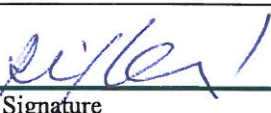


**International Research and Exchanges Board (IREX)**  
1275 K Street, NW, Suite 600, Washington, D.C. 20005 USA  
**FIXED PRICE**  
**SERVICES ONLY CONTRACT (Not Valid Over \$100,000)**

**I. SCHEDULE**

<b>1. P.O.: Jonathan Ferguson</b>	<b>2. TOTAL PRICE: \$24,144.00</b>	<b>3. EFFECTIVE DATE: 7/01/2023</b>	
<b>4. COOPERATING COUNTRY: Czech Republic, United States</b>			
<b>5. VENDOR NAME &amp; ADDRESS:</b> International Research & Exchanges Board (IREX) <b>Attention: Jonathan Ferguson</b> Address 1275 K St. NW, Suite 600, Washington DC. 20005 Telephone: +1 202-628-8188 E-mail address: jbferguson@irex.org	<b>6. PLACE OF DELIVERY/ACCEPTANCE</b> Fulbright Czech Republic  <b>Attention: Kristyna Dzmuranova</b> Telephone: +420 222 718 452 E-mail: dzmuranova@fulbright.cz		
<b>11. AUTHORIZED GEOGRAPHIC CODE: (N/A)</b>			
<b>12. CONTENTS OF CONTRACT</b>			
I. SCHEDULE Program Activities: 01/01/2024 - 12/31/2024 II. SPECIAL PROVISIONS III. GENERAL PROVISIONS N/A			
<b>14. Description</b>	<b>15. Quantity</b>	<b>16. Unit Price</b>	<b>17. Totals</b>
This fixed price purchase order provides IREX with funding to implement the Fulbright Teaching Excellence and Achievement (Fulbright TEA) program and issue one subaward to a university subcontracted in this program to support one participant from the Czech Republic.	1	\$24,144.00	\$24,144.00
<b>AGREEMENT OF THE PARTIES</b> IREX agrees to deliver/perform all supplies/services set forth above and on any continuation sheet(s) attached hereto for the fixed price specified in accordance with the terms and conditions set forth herein.			
<div style="display: flex; justify-content: space-between;"><div style="text-align: center;"> _____ Signature Jonathan Ferguson    Senior Project Director _____ Name (print)                      Title</div><div style="text-align: center;"><div>07/24/2023</div> _____ Date</div></div>		<div style="display: flex; justify-content: space-between;"><div style="text-align: center;"> _____ Signature KRIPKOVA' EXECUTIVE DIRECTOR _____ Name (print)                      Title</div><div style="text-align: center;"><div>7/24/2023</div> _____ Date</div></div>	



## SPECIAL AND GENERAL PROVISIONS

### II. SPECIAL PROVISIONS

**TITLE:** Cost Sharing Czech Participant of the Fulbright Teaching Excellence and Achievement Program (Fulbright TEA);

1. **STATEMENT OF WORK:** The Purpose of this purchase order is to provide academic and cultural programming for one Fulbright Teaching Excellence and Achievement Program (Fulbright TEA) participant from the Czech Republic. Both parties will work together to support the Czech secondary-level teacher to travel to the United States for a six-week program to take academic seminars for professional development at a host university and to observe and share their expertise with teachers and students at the host university and at local secondary schools.
2. The Fulbright Commission will, on confirmation of this Agreement, endeavor with its partner IREX, to promote the Fulbright TEA Program as widely as possible throughout the Czech Republic.

Program activities should occur between: 01/01/2024 - 12/31/2024

2. **BUDGET:** This is a firm fixed price contract in the amount of \$24144.00
3. **PERFORMANCE SCHEDULE & DELIVERABLES:** IREX will be paid in accordance with the following schedule: After completion of the work and submission of an invoice to Fulbright Czech Republic (The Fulbright Commission). Full payment following submission of an invoice will be remitted to IREX.
4. **PAYMENT SCHEDULE:** IREX will be paid in accordance with the following schedule: Two program payments of half the total cost. The first program payment will be due one month prior to program start and paid within fifteen working days following the submission of an invoice, and the second following after completion of the work and submission of a final invoice.
5. **ASSIGNMENT AND KEY PERSONNEL:** Fulbright Czech Republic shall not assign this subcontract nor any rights or obligations herein, nor subcontract any of the services without IREX's prior written consent. IREX shall not substitute or reduce the time charged to this subcontract by the following key personnel: no key personnel.

### III. GENERAL PROVISIONS

1. **DRUG TRAFFICKING:** The Fulbright Commission reserves the right to terminate this contract or take other appropriate measures if the Place of Delivery/Acceptance or a key individual of the Place of Delivery/Acceptance is found to have been convicted of a narcotic offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.
2. **NOTICES.** Notices will be in writing and delivered to the Fulbright Czech Republic's contact in block 6 above and IREX's contact in block 5 above.
3. **DISPUTES:** All disputes in connection with this subcontract shall be settled amicably if at all possible, failing which, the Parties shall submit the matter for settlement to the IREX Grants and Compliance Office.
4. **APPLICABLE LAW AND LANGUAGE:** The governing law for this subcontract, its validity and performance, and the surrounding circumstances involving the Parties, shall be the law of the District of Columbia in the United States, without regard to its conflicts of law principles. Translation of this Agreement into any language other than English shall only be for the convenience of the Parties, and in all cases interpretation of this Agreement shall be controlled by the English text.
5. **CONFIDENTIALITY AND RIGHTS TO DATA:** Fulbright Czech Republic may be required to make available to IREX certain information deemed to be Proprietary and Confidential information. IREX hereto agrees not to disclose such Proprietary Information to unauthorized parties. Further, IREX shall return all Proprietary Information to The Fulbright Czech Republic upon request or upon termination of this subcontract, whichever occurs first. All writings, books, articles, computer programs, databases, and other material of any nature whatsoever that are subject to copyright protection and reduced to tangible form in whole or in part by IREX in the course of the services to Fulbright Czech Republic shall be considered the property of IREX.

The Fulbright Czech Republic may transfer personal data, including sensitive categories of personal data, of applicants or recipients of the Fulbright Teaching Excellence and Achievement program (Fulbright TEA) award to

IREX only with the express consent of the data subject. Where Fulbright Czech Republic transfers personal data to IREX, then it is agreed as follows:

- a. In accordance with the General Data Protection Regulation (EU) 2016/679 ("GDPR") and the Data Protection Act 2018 (together "Data Protection Law"), the Fulbright Commission and IREX are joint data controllers and each shall, unless otherwise agreed, be individually responsible for ensuring that the processing of personal information, each undertakes, is in accordance with the Data Protection Law, for ensuring the implementation of appropriate technical and organizational measures, and as regards the exercising of the rights of the data subject.
  - b. That IREX shall follow data protection best practice principles as set out in the EU General Data Protection Regulation or equivalent legislation, ensuring that those of its employees and representatives authorized to process the personal data are bound by a duty of confidentiality and are aware of this agreement and the obligations that data protection legislation imposes upon data processors.
  - d. Sensitive categories of personal data (including equal opportunities monitoring data, passports and financial information) shall not be used for selection, administration or publicity of the Fulbright Teaching Excellence and Achievement Award.
  - e. IREX shall only hold contact details relating to the contracts nominated by the Commission for the purposes of managing Fulbright Teacher placements at IREX under the terms of this letter.
  - f. The data shall be processed securely, for instance subject to password security.
  - g. The data shall not be transferred to a third party without the express permission of the Commission the case of sensitive data (such as medical records or financial details), the data subject. This includes transfers of data for medical reviews and tax purposes. The Commission herein gives IREX permission to transfer this data for medical reviews, and tax purposes (both to tax preparers and to the US Internal Revenue Service).
  - i. Upon completion of the purpose for which the data was transferred, the data shall be erased and/or securely destroyed or, alternatively, subject to anonymization or pseudonymization.
  - j. The commission will secure participant approval prior to final approval of participants
6. **SEVERABILITY.** If any covenant or other provision of this subcontract is invalid, illegal or incapable of being enforced by reason of any rule of law, administrative order, judicial decision or public policy, all other conditions and provisions shall remain in full force and effect. No covenant shall be deemed dependent upon any other covenant or provisions unless so expressed in this Subcontract.
  7. **COMPLIANCE WITH LAW.** Fulbright Czech Republic and IREX shall indemnify each other for any liability, penalty or other loss incurred or imposed by reason of a violation or asserted violation by the other party of laws applicable to the services IREX shall comply with all laws applicable to, the laws of the cooperating country.
  8. **WORKER'S COMPENSATION INSURANCE.** IREX shall ensure that all employees are covered by the worker's compensation insurance mandated by law and custom.
  9. **AMENDMENTS.** All changes to this subcontract must be in writing and signed both Parties.
  10. **EXCLUSIVITY AND SUPERSESION.** Payment of IREX described in this subcontract shall constitute IREX's sole payment in connection with the Services and, IREX shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this subcontract. This subcontract constitutes the sole agreement between the parties on this issue and supersedes any earlier agreement or discussion.
  11. **AUDITS & RECORDS.** IREX shall document that reasonable steps were taken to ensure that all purchases charged to the subcontract are at reasonable prices and from responsible sources. IREX shall also maintain complete records of all costs charged to the subcontract for a period of three years after the expiration of this subcontract and make such records available to Fulbright Czech Republic, or their representatives for review at any time.
  12. **WARRANTEE OF SERVICES.** In addition and without prejudice to any or all warranties made elsewhere herein or expressed or implied by law, IREX warrants that all Services hereunder shall: be of good workmanship and free of



## SPECIAL AND GENERAL PROVISIONS

defects; be of merchantable quality and fit for the purposes intended herein; utilize only new and good materials; that prices charged herein are not in violation of law or regulation; and that Subcontractor's assigned technical and management personnel are completely qualified to perform the Services. IREX shall promptly correct any defect or deficiency at its sole expense. The above warranties constitute conditions of sale and shall extend to Contractor's Client.

13. **INDEMNITY.** Fulbright Czech Republic shall defend, indemnify and hold IREX, IREX's subsidiaries, affiliates, directors, officers, agents and employees, and each of them harmless against any injury, death, suit, claim or other loss ("Loss"), including expenses and actual attorneys' fees, arising from or in connection with this subcontract or the breach thereof, except to the extent that such loss was caused by the negligence and willful misconduct of IREX.

14. **PRICES, CEILING, & CURRENCY.** IREX shall not exceed the firm fixed price of this subcontract. All payments will be made in US dollars.

15. **GRATUITIES & CORRUPTION.** IREX will not engage in any corrupt practice (including, without limitation, the offering, giving, receiving or soliciting of anything of value to influence the action of any public official or any officer or employee of the Fulbright Commission or fraudulent practice (including, without limitation, misrepresentation of facts in order to influence a procurement practice or the execution or administration of the subcontract or the Prime Award, to the actual or potential detriment of IREX, or the Fulbright Commission). In particular, IREX represents and warrants that it, its affiliates, directors and employees: a) have not and will not engage in the bribery of local or foreign officials in connection with any matter; and b) maintain and enforce a policy that prohibits bribery of local or foreign officials.

16. **EFFECTIVITY:** This agreement shall not be in effect until the authorized representatives of both parties have affixed their respective signatures to this document.

17. **DEBARMENT, SUSPENSION & INELIGIBILITY.** IREX represents and warrants that neither it nor any of its principals or prospective lower-tier subcontractors (including, without limitation, consultants) is, on the Effective Date of the Subcontract, included on the "GSA List" or otherwise debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any U.S. government agency. IREX further agrees to ensure that the status represented and warranted above as of the Effective Date will continue throughout the Subcontract Term.

18. **REFUNDS.** IREX agrees to promptly refund to Fulbright Czech Republic even in the absence of a demand therefore, any portion of the Subcontract funds disbursed to it that is determined by IREX, Fulbright Czech Republic itself, an auditor, or any representative or agent of the foregoing to have been expended in noncompliance with the Subcontract.

19. **OFFSETS.** The Fulbright Commission may deduct from any payment(s) all or part of any amount, whether in connection with the subcontract or any other agreement, it determines to be owed to it by subcontractor. The Fulbright Commission will provide advance written notice and opportunity to comment whenever it deems feasible in its sole discretion (if price, notice and opportunity is not deemed feasible, the Fulbright Commission will give notice subsequently.)

20. **TERMINATION AND SUSPENSION:** Fulbright Czech Republic may terminate performance in whole or in part by delivering a Notice of Termination specifying the extent of termination and the effective date to IREX. Except for cases of fraud or illegal activities, IREX will be given no less than 30 days' notice of termination. IREX shall submit a detailing of any expenses incurred before the termination effective date for settlement within 60 days of receiving notice. The Fulbright Commission may also suspend work on the contract for periods of to 60 days. Upon receipt of a written notice of suspension IREX will immediately cease work on the contract. IREX may bill Fulbright Czech Republic during the suspension period for work already performed.

21. **TERRORISM:** IREX is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the contractor/recipient to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts issued under this contract. (Complete text available at: <http://www.whitehouse.gov/news/releases/2001/09/20010924-1.html>)

22. **ANTI-TRAFFICKING.** In accordance with the implementation of Section 106(g) of the Trafficking Victims Protection Reauthorization Act of 2003. The Fulbright Commission may terminate the award or contract, or cooperative agreement, without penalty, if IREX or its employees engage in the items prohibited below:

IREX and, its employees may not—

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor

23. **CERTIFICATION ON DISABILITIES:** By signing this purchase order, recertifies that it does not discriminate against persons with disabilities.

24. **CERTIFICATION ON LOBBYING.** IREX shall not engage, directly or indirectly, in lobbying or propaganda directed at influencing public policy decisions of the Government of the United States or any state or locality thereof; provided however, that this provision shall not be construed so as to abridge the right to exercise the same freedom of speech as is protected by the First Amendment to the United States Constitution, so long as such organization does not use funds provided under this agreement in exercising such right.

Additional Terms and Conditions:

N/A

