



THIS TEMPLATE IS FOR INFORMATIONAL PURPOSES ONLY. OTF RESERVES THE RIGHT TO REVISE ANY AND ALL SECTIONS OF THIS TEMPLATE, INCLUDING DOLLAR VALUES, PRIOR TO CONTRACT EXECUTION.

Contract No.:

This is an **Agreement** between the **Open Technology Fund** (“OTF” “we” “us”), a nonprofit company organized under the laws of Washington, D.C., and **NAME** (“ICFP Participant” “you”).

OTF’s registered office is at 2021 L Street, NW, Suite 800, Washington, D.C.20037. ICFP Participant’s address is **ADDRESS**.

In this agreement, OTF and the ICFP Participant are each referred to individually as a “Party” and collectively as “the Parties”.

Context

This agreement is entered into with reference to the following facts:

- OTF supports research, development, and implementation of globally-accessible secure communications; and
- OTF’s guiding principles begin with Article 19 of Universal Declaration of Human Rights and its application towards internet freedom; and
- the ICFP Participant purports to have certain expertise and the ability to provide services that will further the objectives of the Open Technology Fund.

Based on these facts, the Parties agree as follows:

1. **Time of Performance and Scope of Work:** The ICFP Participant will perform services as outlined in the attached Project Proposal for a period of twelve months, beginning on **DATE** and ending on **DATE**, unless otherwise terminated as provided in **Paragraph 13** of this Agreement.
2. **Host Organization Supervision** - **UNIVERSITY** will act as the Host Organization for the ICFP Participant pursuant to the attached Host Organization letter. The ICFP Participant agrees to work with the Host Organization, including the designated advisor, during the term of the Agreement.
3. **OTF Project Supervision** - OTF’s project supervisor for this Agreement shall be **NAME** or such other person as OTF may designate (“OTF Project Supervisor”). The OTF Project Supervisor, along with a responsible party designated by the host organization, shall exercise general direction over the ICFP Participant’s work.

4. **Collaboration with Other ICFP Participants-** In order to promote information sharing, collaboration, and to reduce isolation between ICFP Participants and host organizations, by entering into this agreement, ICFP Participant acknowledges and agrees that ICFP Participant will be signed-up to, and encouraged to participate in, an OTF-hosted email discussion list (the "List"). ICFP Participant also agrees to participate in online discussions open to all active ICFP Participants and host organizations.
5. **Reports-** ICFP Participant agrees to submit regular monthly updates to the List for review and comment.
6. **Stipends**
 - a. **Base Stipend.** The ICFP Participant is awarded a Base Stipend of **\$7,000.00 USD** per month, not to exceed **\$84,000.00** for the term of this contract.
 - b. **Equipment Stipend.** In addition to the Base Stipend, the ICFP Participant will be reimbursed for pre-approved equipment purchases that are necessary for the performance of services under this Agreement. In order for purchases under the Equipment Stipend to be reimbursed, purchases must be:
 - i. Approved in writing by the OTF Representative or other OTF designee, prior to purchase
 - ii. Less than \$5,000 USD (individually or in the aggregate)
 - iii. Demonstrated as necessary for the performance of services
 - c. **Travel Stipend.** In addition, the ICFP Participant is entitled to up to \$5,000.00 USD for the purpose of travel related to the performance of the Agreement. Travel expenses will be reimbursed provided that:
 - i. OTF pre-approves the travel, and
 - ii. you submit receipts for all travel expenses greater than US\$10 other than the allowance for per diem meals and incidental expenses (M&IE), and
 - iii. your travel expenses are in compliance with Chapter 301 of the U.S. General Services Administration (GSA) Federal Travel Regulations (FTR)
 - iv. Per diem M&IE and lodging do not exceed the rates maintained by the U.S. GSA for travel within the United States and U.S. Department of State for travel outside the United States
 - v. Any foreign currency translations are supported by a documented rate from Oanda.com as of the date of the payment transaction
7. **Method of Payment** – OTF will process stipend payments in accordance with the following process: On a regularly scheduled monthly basis, the ICFP Participant will present a brief update to his/her host organization and via email to the List describing milestones,

successes, and setbacks. The responsible person designated by the host organization will then provide a “traffic light” report to OTF evaluating the ICFP Participant’s progress. The traffic light is the basis upon which payments are released to ICFP Participants.

- A “green light” from the host organization signals that the ICFP Participant is on track and funds can be released.
- A “yellow light” from the host organization signals that while funds may be released; there are some concerns that need to be reported to OTF. OTF will make an independent decision as to whether the funds will be released to the ICFP Participant.
- A “red light” from the host organization signals that progress has been interrupted and an intervention is required. If the host organization gives a red light, no funds will be released. OTF, the host organization and the ICFP Participant will discuss possible remedial steps to get the ICFP Participant back on track or terminate this Agreement.. Termination of the Agreement is at the discretion of OTF after consultation with the host organization.

Following approval of the traffic light report by OTF’s designee, OTF will issue payment within 30 days of the approval date. Payments will be remitted via electronic means using the most cost efficient method available. OTF will cover the cost of any originator fees incurred as a result of executing an electronic payment. In the case of payments remitted via wire transfer, an allowance equivalent to US\$20 will be added to the total payment amount. This additional amount is intended to offset expenses charged to you by your bank for acceptance of a wire transfer. OTF will use its best efforts to accurately determine this amount but does not guarantee that the entirety of your bank fees will be covered by this amount for every wire transfer.

- 8. Taxes** – ICFP Participant shall be solely responsible for payment of such federal, state and other income, social security, withholding or other taxes, assessments or contributions required in connection with this Agreement. ICFP Participant shall indemnify OTF against, and hold OTF harmless from, any claim against OTF or ICFP Participant arising from of a failure to pay any such taxes, assessments, or contributions.
- 9. Public Recognition and Transparency-** The ICFP Participant will be given the title “OTF Senior ICFP Fellow in Information Controls at UNIVERSITY.” ICFP Participants will be listed on OTF’s website, and this listing may also identify the Project, value of the contract and brief summary of the deliverables and activities on its website and other published reports. ICFP Participants may also be listed on the host organization’s website, unless otherwise requested by the ICFP Participant.
- 10. Independent Contractor Status** – The ICFP Participant is participating in a ICFP program sponsored by OTF as an Independent Contractor, and not as an employee, partner, or agent of OTF. Nothing contained herein shall be deemed to create a relationship of employment, association, partnership, or joint venture between OTF and ICFP Participant. ICFP Participant shall have no authority to take any action, create any indebtedness, make any commitment, or any other obligation on behalf of OTF. OTF assumes no liability for

accident or injury to the ICFP Participant in the performance of this Agreement. As an Independent Contractor, it is ICFP Participant's obligation to insure himself/herself for comprehensive general liability, health, and workers' compensation insurance.

- 11. Audits and Access to Records** - OTF will be entitled to engage, at no cost to ICFP Participant, independent, third-party audits of the supported project, and/or phases of the project. This could include code review, methodology review and protocol review, application security review, and such other reviews as may be necessary or requested by OTF. ICFP Participant agrees to provide the third-party auditor(s) with requested items required to review the privacy and security of the supported project in a timely manner. OTF is entitled, at no cost to ICFP Participant, to access any documents, papers, or other records pertinent to services provided by you under this agreement, in order to make audits, examinations, excerpts, and transcripts.
- 12. License and open source commitments** - Paragraph 1, including referenced attachments, specifies the services and deliverables ICFP Participant will create and provide under this Agreement. Unless otherwise agreed to by the Parties in writing, those deliverables, the work product resulting from those services, or any other deliverables or intangible property created under this agreement, shall be made available to the public via a free, open, and public copyright license. In accordance with OTF's agreement with its federal funding agency, the U.S. Agency for Global Media (USAGM), USAGM retains an irrevocable, non-exclusive, royalty-free right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so, provided that this right shall not be exercised in any way that violates the underlying free, open, and public copyright license. By executing this Agreement, ICFP Participant warrants that, to its knowledge, the tangible and intangible work product and deliverables provided by ICFP Participant to OTF under this agreement are not subject to a more restrictive license or claim of ownership that would interfere with the requirement for a free, open, and public copyright license or with the U.S. Government's right to exercise its license. Nothing in this paragraph shall require the disclosure of confidential information as defined by OTF, nor the public disclosure of Personally Identifiable Information (PII) defined as all information that identifies or can be used to identify, locate, contact, or impersonate a particular individual.
- 13. Termination** - OTF reserves the right to terminate this Agreement at its sole discretion after consultation with the host organization, at any time, upon written notice to ICFP Participant.
- 14. Entire Agreement** – This Agreement along with the attachments represents the entire agreement between OTF and ICFP Participant and supersedes any prior or contemporaneous understanding with respect to the subject matter hereunder. No terms, conditions, prior course of dealings, course of performance, usage of trade, understandings, or agreements purporting to modify, supplement or explain any provision of this Agreement shall be effective unless in writing signed by representatives of both parties authorized to amend this Agreement.
- 15. Modification** – No modification to the terms of this Agreement will be effective unless such modification is in writing and signed by an authorized representative of each party hereto.

16. Assignment/subcontracting – The ICFP Participant may not assign this Agreement or subcontract ICFP Participant's obligations hereunder. `

17. Severability - Any provision of this Agreement later held to be unenforceable shall be deemed void and all remaining provisions shall continue in full force and effect.

18. Limitation of Liability - If a dispute or claim arises out of this Agreement, or in connection with the subject matter of this Agreement, we will not be liable to you, nor will you be liable to us, for more than the stipend amount identified in paragraph 6. This limitation on fees applies regardless of the theory of liability, whether based in contract, tort (including negligence) or otherwise. In no event shall we be liable to you, or you liable to us, for any consequential, incidental, special or exemplary damages, regardless of whether either party was aware of the possibility of such damages.

19. Limitations on use of U.S. Government Grant Funds - Open Technology Fund is a private non-profit corporation and not an agency of the US Government. OTF is the recipient of a grant from the US Government to carry out the provisions of Section 309 of Title III of Public Law 103-236. The attached "Standard Provisions for USG-Funded Consulting Agreements" are hereby incorporated into, and made a part of, this agreement.

20. Certification of non-U.S. Status Contractor is not a U.S. person or entity and the work performed under this agreement is performed outside of the U.S.

Open Technology Fund

President

Date

ACCEPTED BY: NAME

Signature

Date

Attachments:

- Signed Host Agreement
- Project Proposal
- Standard Provisions for USG-Funded Consulting Agreements

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STANDARD PROVISIONS FOR USG-FUNDED AGREEMENTS

1. Debarment, Suspension, Ineligibility, and Voluntary Exclusion. In accordance with USG Executive Orders 12549 and 12689, Consultant certifies that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any U. S. Government department or agency.
2. USG Funding Agency Non-liability. The USG Funding Agency does not assume liability for any third party claims for damages arising out of this Agreement.
3. Travel. The Consultant agrees to use U.S. flag carriers to the extent possible for all air travel and transportation arrangements funded by the U. S. Government under this Agreement. The Consultant must abide by the requirements set forth in the Fly America Act of 1974, which is incorporated by reference.
4. Rights to Invention. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
5. Equal Employment Opportunity. If the Agreement is to be performed in the U. S. or to be performed with employees recruited in the U. S., the Consultant agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended, and as supplemented in Department of Labor Regulations (41 CFR Part 60).
6. Nondiscrimination. To the extent such laws apply to the Consultant; the Consultant agrees to abide by U.S. laws in regards to nondiscrimination of U.S. citizens or legal residents working under the Agreement.
7. Worker's Compensation. For Agreements that require performance outside the United States, the Consultant agrees to provide Worker's Compensation Insurance (42 U.S.C. 1651, et seq.). As a general rule, Department of Labor waivers will be obtained for persons employed outside the United States who are not United States citizens or residents provided adequate protection will be given such persons. It is the responsibility of the Consultant to obtain such waivers. The Consultant shall notify OTF of all requests for waivers.
8. Anti-Lobbying. For Contracts of \$100,000 or more, the Contractor certifies that no funds will be used to lobby, influence or attempt to influence any person or organization in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352.
9. Terrorist Financing. In accordance with Executive Order 13224, the Contractor will not engage in transactions with, or provide resources or support to individuals and organizations

associated with terrorism, including those organizations and individuals identified in lists promulgated by the U.S. Government, the United Nations and the European Union. It is the legal responsibility of the Contractor to ensure compliance with these laws. This provision must be included in all lower tier subcontracts issued under this Agreement.

10. Prohibition on certain telecommunications and video surveillance services or equipment. Contractor certifies that none of the funds payable under this contract will be used to procure or obtain the equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system in compliance with the National Defense Authorization Act. Covered telecommunications equipment and services include the following:

- Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- Telecommunications or video surveillance services provided by such entities or using such equipment.
- Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.