

**Article 1. Term and Termination.**

- (a) This Agreement shall commence on «Start\_Date» and shall expire on «End\_Date», unless terminated earlier by either Party.
- (b) Ipas may terminate this Agreement immediately upon written notice
  - a. in the event of a material breach of the Agreement by Subrecipient,
  - b. if the performance of Subrecipient is unsatisfactory,
  - c. if any illegal or corrupt practices are connected with this agreement, or subrecipient is convicted of any illegal or corrupt practices,
  - d. if Subrecipient is found to be in any way involved in terrorist activities;
  - e. if the Subrecipient has or develops a conflict of interest with Ipas that cannot be satisfactorily mitigated,
  - f. if the Subrecipient fails to meet any of its legal obligations, including but not limited to its obligations in the areas of environmental, private, public law, or labor law;
  - g. if the Subrecipient files for bankruptcy or there is a judgment of bankruptcy by or against the Subrecipient.
  - h. If the subrecipient fails a check of all major restricted party list(s)
  - i. in the event that Ipas's donor terminates or modifies Ipas's Agreement,
  - j. if Ipas's donor does not approve Ipas's Subrecipient; or
  - k. for any other reason determined by Ipas.
- (c) In the event of early termination all rights and duties of the parties under this agreement shall cease, except
  - a. for those specified in Article 25: Survivorship, and
  - b. that Ipas will promptly pay the Subrecipient for all Services satisfactorily performed and the Subrecipient will return to Ipas any amounts prepaid to the Subrecipient that were not applied against Services performed.
- (d) This Agreement may be modified, altered, or changed only by a written amendment signed by both Parties.

**Article 2. Scope of Services.**

The Subrecipient shall provide the services and deliverables set forth in Appendix A (the "Services"). The Services shall be performed to the satisfaction of Ipas and in full compliance with this Agreement and all Appendices, which are attached to this Agreement and incorporated herein by reference.

**Article 3. Payment.**

- (a) Ipas shall pay the Subrecipient for the Services in accordance with the budget and terms described in Appendix B.
- (b) Ipas must have a fully-signed copy of this Agreement, completed Financial Data Sheet (Appendix C), and all other required documents on file for invoices to be paid.
- (c) Ipas shall make any payments due under this Agreement within thirty (30) calendar days of receipt of an invoice from the Subrecipient provided the invoice complies with all Agreement requirements.
- (d) To ensure payment, and unless otherwise specified by Ipas, invoices must be submitted monthly within ten (10) days of the end of the month. The final invoice must be submitted to Ipas within ten (10) days of the effective end date or termination of the Agreement and must be clearly marked "Final Invoice."
- (e) Dates of service on the invoice must be within the Agreement dates outlined in Article 1.

**Article 4. Compliance with Law.**

The Subrecipient agrees to comply with all national, federal, state, provincial and local laws, rules, regulations, treaties, ordinances, and standards, and all applicable policies and procedures attached to this Agreement.

If the Subrecipient has knowledge that any activity to be undertaken under this Agreement is illegal or otherwise prohibited by the laws of the country or other jurisdiction in which the activity will be performed, the Subrecipient shall

immediately suspend the activity and notify Ipas in writing of the circumstances. The Subrecipient shall not resume performance of such activity without written authorization from Ipas.

#### **Article 5. Lobbying.**

No funds provided by Ipas pursuant to this Agreement shall be used for lobbying (as defined in Appendix D) unless Appendix D attached to this Agreement is completed, executed by the Subrecipient, and returned to Ipas before the lobbying takes place.

The Subrecipient agrees that no funds provided by Ipas pursuant to this Agreement shall be used to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office or to provide a benefit to any political party or candidate.

#### **Article 6. Warranties of the Subrecipient.**

The Subrecipient represents to Ipas and agrees to comply in full with each of the policies and codes attached and described in Appendix E, and will submit a certification so confirming, including but not limited to:

- a. Code of Business Ethics and Conduct,
- b. Safeguarding,
- c. Anti-Slavery and Anti-Trafficking,
- d. Conflict of Interest and Disclosure,
- e. Privacy, GDPR, Content and Copyright, and
- f. Anti-Fraud and Restricted Parties' Financing.

#### **Article 7. Personnel.**

- (a) The Subrecipient shall at all times be responsible for the conduct and discipline of its employees and provide qualified personnel to perform the Services with the necessary skills, experience, knowledge, and training;
- (b) The Subrecipient shall use its best efforts to perform the Services with highest regard for public safety and welfare, and to meet the highest professional standards;
- (c) To the extent that the Services require medical or other professional competence or facilities, Subrecipient possesses such competence or facilities;
- (d) The Subrecipient's employees are essential to the Services and the Subrecipient will take all reasonable measures to assure employees' availability. To the extent such availability is compromised, the Subrecipient will immediately notify Ipas.

#### **Article 8. Insurance.**

The Subrecipient shall obtain and maintain during the term of this Agreement insurance of amounts and types reasonable under the circumstances in accordance with generally-accepted industry standards, as required by law, and as required by Ipas's Donor. At a minimum the Subrecipient shall carry insurances as required by local law and as required in Appendix F "Special Provisions". In the case that the requirements in Appendix F exceed those required by local law, Subrecipient shall comply with Appendix F.

If the Subrecipient provides clinical services in connection with this Agreement, the Subrecipient shall have malpractice insurance. At the request of Ipas, the Subrecipient's malpractice insurance shall carry Ipas as an additional insured, will not be cancelled or modified without 30 days prior notice to Ipas, and will contain a waiver of subrogation against Ipas.

#### **Article 9. Indemnification by Subrecipient.**

Subrecipient agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless Ipas and its officials, officers, directors, donors, agents, and employees, from and against any and all liability, loss, damages, costs, claims, demands, fines, penalties, cleanup costs and other pollution-related items, expenses and fees (including, without limitation, reasonable attorney's fees and consultant's fees) of whatever type and nature which shall be caused (directly

or indirectly) by Subrecipient, its employees, agents, lower tier Subrecipients or to any third party or its property, or arise out of (i) Subrecipient's provision of Services under or in connection with this Agreement; (ii) Subrecipient's breach of this Agreement; or (iii) Subrecipient's acts or omissions.

#### **Article 10. Records and Audit.**

Subrecipient hereby covenants to keep good and accurate books of accounts, timesheets, and records of its activities in connection with the Services. Subrecipient shall retain all such books, accounts and records for a period of seven (7) years after the expiration or earlier termination of this Agreement. If the Subrecipient receives from Ipas more than the local equivalent of US Dollar \$500,000 in any year, the Subrecipient will be subject to an external project audit. Ipas and its Donor may upon reasonable notice review the books, accounts, and records of the Subrecipient regarding the Services. The Subrecipient will cooperate fully with any such inspection or audit and will provide all records requested by Ipas or Donor. In the event the audit demonstrates the Subrecipient has received more money than it is entitled to under this Agreement, Subrecipient shall within thirty (30) days after written demand from Ipas, return the excess to Ipas.

#### **Article 11. Reports.**

The Subrecipient shall furnish narrative, programmatic, and financial reports to Ipas during the term of this Agreement as described in Appendix A. Reports shall be completed in the templates provided by Ipas or its Donor.

#### **Article 12. Assignment.**

The rights and obligations of the Subrecipient under this Agreement may not be assigned by the Subrecipient without Ipas's prior written consent, which may be withheld for any reason. For the purposes of this agreement, "Assignment" refers to the transfer of all rights, responsibilities and benefits associated with this agreement from the Subrecipient to a third party. Assignment does not refer to the outsourcing or sub-awarding of a portion of the services to a third party.

#### **Article 13. Third Party Agreements.**

The Subrecipient shall not enter into any contract or agreement with any third party without prior written consent from Ipas. Inclusion of a subaward line in the budget in Appendix B shall not constitute prior approval. When such consent is granted, Subrecipient shall provide a copy to Ipas of a written contract or agreement between itself and the subcontractor that contains all relevant terms and conditions, including a provision binding the subcontractor to comply with all policies, codes, and any other document listed in Appendix E and F.

#### **Article 14. Confidentiality.**

- (a) It is understood that, during the course of this Agreement and/or in performing the Services, the Subrecipient may be exposed to or receive proprietary information, technical data, or know-how, which is confidential to Ipas (hereinafter "Confidential Information"). All Confidential Information, written or verbal, made available, disclosed or otherwise known to the Subrecipient as a result of this Agreement shall be considered the sole property of Ipas and/or Ipas's Donor. Confidential Information may be used by the Subrecipient only for purposes of performing the Services. Both during the term of this Agreement and thereafter, the Subrecipient shall not reveal, publish, or otherwise disclose Confidential Information to any third party without the prior written consent of Ipas.
- (b) The Subrecipient shall restrict disclosure of Confidential Information within its organization to those persons who have a need to know for purposes of this Agreement, and those persons shall be advised of and be obligated to comply with the confidentiality obligations set forth in this Agreement.
- (c) Upon termination of this Agreement, the Subrecipient agrees to return all Confidential Information to Ipas. The Subrecipient agrees that the terms of this Agreement shall be treated as Confidential Information.
- (d) Confidential information excludes information in the public domain, information already disclosed by a third party, information not received from Ipas, and information independently developed.

- (e) The Subrecipient will maintain reasonable and appropriate protections, safeguards, and security measures (i) to protect the security, confidentiality, and integrity of its information technology systems and all information and data provided by Ipas against any anticipated threats or hazards thereto and (ii) to prevent any unauthorized use, loss, disclosure, destruction of, or access to any Ipas data (any such unauthorized incident, known as an “Information Security Incident”). The Subrecipient will inform Ipas in writing promptly—in no case later than forty-eight (48) hours—of any Information Security Incident of which the Subrecipient becomes aware.

#### **Article 15. Publication.**

Information pertaining to the performance of the Services shall not be released in any form by the Subrecipient or any third party without Ipas’s prior written approval, which may be withheld for any reason. If Ipas gives consent to the release, the Subrecipient shall give due credit to Ipas and its Donor and shall include a disclaimer or statement of clarification of Ipas’s and its Donor’s role, as Ipas may reasonably request or as Ipas’s Donor requires. Such information shall be made available for use by Ipas for the preparation of reports, research and evaluation analysis, or other reasonable use by Ipas.

#### **Article 16. Intellectual Property.**

The Subrecipient confirms to Ipas that all materials and other work product provided by the Subrecipient shall be original works and shall not violate the intellectual or other rights of any third parties.

All discoveries, findings, analysis, methods, models, software, photographs, materials, reports, data sets, or other work product produced in connection with the Services shall be considered the sole property of Ipas and shall be turned over to Ipas immediately upon request. The Subrecipient hereby assigns to Ipas any and all Subrecipient’s rights, title, and interest to the products from the Services, and any intellectual property rights that may arise from the Services. The Subrecipient shall execute and deliver to Ipas any and all documents reasonably necessary to facilitate assignment by Ipas.

#### **Article 17. Use of Name and Trademarks.**

- (a) Each Party agrees not to include the name, trademark, or any logo types or symbols of the other party in any publicity material without the prior written consent of the other Party. Each Party expressly reserves all rights, title, and interest in its name, trademarks, logos, symbols, and intellectual property.
- (b) The Subrecipient agrees not to include the name, trademark, or any logo types or symbols of Ipas’s Donor in any material without prior written consent of Ipas, and to comply with all instructions provided by Ipas to the Subrecipient and set forth by the Donor in any branding and marking guidance accompanying Ipas’s Donor award.
- (c) Nothing in this Section restricts either Party from disclosing the existence and nature of this Agreement or from including the existence or nature of this Agreement in the routine reporting of the Parties’ activities, unless otherwise specified herein.

#### **Article 18. Force Majeure.**

Both the Subrecipient and Ipas will be excused from performance of the Services if a delay is caused by inclement weather, fire, flood, strike, or other labor dispute, acts of governmental officials or agencies, political instability, or any other cause beyond the control of either Party. The delay is excusable for a reasonable period of time based on the cause of delay. If a delay occurs, the Parties will revise the performance period or other provisions as appropriate, and according to donor directive as applicable.

#### **Article 19. Independent Subrecipient.**

The Parties to this Agreement shall not act as agents or partners of the other, nor act in any joint venture under this Agreement. The Subrecipient is not authorized to represent Ipas or otherwise bind Ipas in any dealings with third parties. All employees used by Subrecipient pursuant to this Agreement are exclusively the Subrecipient’s employees. The Subrecipient assumes full responsibility and shall be solely responsible for reporting, withholding and paying all taxes,

fees, assessments, benefits and premiums of any kind payable on or in connection with its employees and operations and shall indemnify, defend and hold Ipas harmless from and against any and all such obligations.

#### **Article 20. Governing Law.**

This Agreement shall be deemed a contract made in the State of North Carolina, United States of America, and it shall be construed and enforced in accordance with the laws of the State of North Carolina.

#### **Article 21. Disputes.**

Although unlikely, a dispute could arise between the Parties regarding some aspect of the Agreement. Any dispute arising under this Agreement shall be settled by mutual agreement of the Parties or, failing arrival at a mutual agreement, pursuant to the paragraphs below.

- (a) If the Parties cannot resolve the dispute amongst themselves within a reasonable time, the Parties may, by mutual agreement, settle their dispute by confidential binding arbitration in accordance with the Rules of the American Arbitration Association in the City of Raleigh, North Carolina, which Ipas will make available to the Subrecipient upon request. The arbitrators shall not be empowered to award damages in excess of compensatory damages and each Party expressly waives and foregoes any right to punitive, exemplary, or similar damages. Each party will be responsible for its own costs incurred as a result of arbitration proceedings. The ruling of the arbitrator shall be deemed final and accepted by both parties.
- (b) The Subrecipient shall proceed diligently with the Statement of Work during any dispute, unless the Agreement has been cancelled, pending final determination pursuant to any disputes clause or pursuant to any other action taken with respect to a claim or claims.
- (c) The Subrecipient has no right to a dispute with Ipas's donor. Except as expressly set forth in this Agreement, the Subrecipient shall not acquire any direct claim of action against any Ipas Donor without the express prior written consent of the Donor's Agreement Officer. If such consent is granted, Subrecipient agrees to indemnify and hold harmless Ipas from all costs and expenses incurred by Ipas or Subrecipient in prosecuting or sponsoring any such claim.

#### **Article 22. Severability.**

If any provision of this Agreement, or portion thereof, is determined to be void or unenforceable by any arbitrator(s), agency, tribunal, or court with competent jurisdiction, as permitted by this Agreement, then that determination shall not affect any other provision of this Agreement, or portion thereof. All other provisions and portions thereof shall remain in full force and effect.

#### **Article 23. Procurement and Use of Equipment.**

Equipment means any equipment, computer hardware or software, materials, supplies, goods, vehicles, and associated services necessarily required for the implementation of the Services, which are either purchased by the Subrecipient using donor funds or financed or provided by Ipas or its Donor for use by the Subrecipient.

The Subrecipient shall ensure that procurement of equipment shall (i) be done in accordance with best practice principles of openness, fairness, and transparency, (ii) achieve the best combination of cost and quality, (iii) and with emphasis on anti-terrorism, anti-corruption, and fraud throughout the delivery chain.

Equipment may only be used in providing the Services and shall be safely kept and maintained. Personal use of equipment by the Subrecipient is not permitted. The Subrecipient shall keep an up to date inventory of the equipment, its condition and location, and make such inventory available to Ipas immediately on request. The Subrecipient shall notify Ipas immediately if the Subrecipient becomes aware of any loss of or damage to equipment.

The Subrecipient shall obtain and comply with Ipas's instructions on the disposal of equipment at the end of Agreement. Barring guidance from Ipas, upon the expiration or earlier termination of this Agreement, the Subrecipient shall return

to Ipas all Equipment, supplies, and materials provided by Ipas that have not been consumed or used in rendering the Services under this Agreement.

**Article 24. Further Assurances.**

Upon the request of Ipas, the Subrecipient shall provide additional materials and take additional actions necessary for each of the following: (i) to perform and document the Services, (ii) to comply with the terms and provisions of this Agreement, and (iii) and to comply with the requirements of the Donor and the Project as they relate to the Services.

**Article 25. Survivorship.**

Articles 4, 6, 9, 10, 12, 14, 15, 16, 17, 19, 20, 21, 22, and 24 survive the expiration or termination of this Agreement.

**Article 26. Special Provisions.**

The Parties also agree to special terms and provisions found in Appendix F. Any conflict or inconsistency between the terms and provisions in Appendix F and those in this Agreement shall be resolved in favor of Appendix F. The Parties agree that by completing the Acknowledgement attached to this Agreement, the conditions in Appendix F shall be made part of this Agreement.

**Article 27. Anti-Terrorism.**

By executing this Agreement, the Subrecipient certifies that it has not provided and will not provide material support or resources to any individual or entity that it knows, or has reason to know, is an individual or entity that advocates, plans, sponsors, engages in, or has engaged in terrorist activity.

**Article 28. Notice.**

Any notice, consent, or other communication permitted or required by this Agreement to be given to a Party shall be in writing and addressed to the Project Manager identified on page one (1) of this Agreement unless otherwise agreed in writing by the parties.

**Article 29. Misconduct Reporting.**

If Subrecipient has a good faith reason to believe that there has been a violation of any of the policies listed in Appendix E by any Party to this Agreement, or by any subcontractor, grantee, consultant, and/or affiliate, the Subrecipient shall report the suspected violation to Ipas by reporting through Ipas's Ethics Hotline online at <http://ipas.ethicspoint.com>.

**Article 30. Entire Agreement.**

This Agreement and its Appendices shall constitute the entire understanding between the Parties, superseding all previous oral or written discussions pertaining to the subject matter the Agreement includes. The Appendices attached to this Agreement, are incorporated into this Agreement by this reference as if set out fully in this Agreement.

## APPENDIX D

### LOBBYING

No part of the funds provided by Ipas pursuant to this Agreement shall be used for Lobbying (as defined below) unless this Exhibit D is completed, executed by the Subrecipient and returned to Ipas before any such Lobbying takes place.

For the purpose of this Agreement, “**Lobbying**” shall mean communications intended to influence either (1) legislation that has been introduced in a legislative body, whether federal, state or local, or (2) a specific legislative proposal an organization supports or opposes. It shall also include all other activities defined as such under applicable law of the United States of America (US). Educating the public or lawmakers on an issue of public policy without specific reference to legislation or a legislative proposal is not considered lobbying by the US government.

The US government defines “**Legislation**” to include actions taken by (i) Congress or Parliament, any state legislature, any local council, or similar governing body, with respect to acts, bills, resolutions, or similar items (such as legislative confirmation of appointive office), or (ii) the public in a referendum, ballot initiative, constitutional amendment, or similar procedure. Legislation **does not** include actions by executive, judicial, or administrative bodies.

An organization is attempting to “**Influence legislation**” if it, or any of its’ agents, contacts, or urges the public to contact, members or employees of a legislative body for the purpose of proposing, supporting, or opposing legislation, or if the organization advocates the adoption or rejection of legislation.

Additional information on Lobbying under applicable US law may be found at <https://www.irs.gov/charities-non-profits/lobbying> and all such definitions are incorporated herein by reference<sup>1</sup>.

Percentage or Amount for the Services to be used for Lobbying:	
Scope or Purpose of Lobbying:	
Reports or Other Deliverables:	

The Subrecipient acknowledges and agrees to the foregoing and that the Subrecipient has read and understands this Exhibit regarding what constitutes Lobbying, will comply with the IRC<sup>2</sup> and all other laws, rules and regulations applicable to Lobbying, and will accurately report all hours spent on Lobbying on all invoices and reports submitted to Ipas.

Subrecipient	
Signature:	
Name:	Company:
Title:	Date:

<sup>1</sup> Additional description of the rules may be found in these interactive presentations: <https://www.stayexempt.irs.gov/home/resource-library/virtual-small-mid-size-tax-exempt-organization-workshop>.

<sup>2</sup> <https://www.stayexempt.irs.gov/>

*Policies*

In the absence of providing Ipas a copy of its own equivalent policies, the Subrecipient warrants that it will fully comply with the policies listed below and linked in their entirety.

**1. Code of Business Ethics and Conduct.**

Ipas considers adherence to the Ipas Code of Business Ethics and Conduct, as well as strict observance of all applicable laws and regulations, of the utmost importance. While performing the Services, the Subrecipient is expected to adopt and comply with these same standards.

<https://www.ipas.org/code-of-business-ethics>

**2. Safeguarding Policy.**

Ipas is committed to protecting the rights of children, youth, and vulnerable adults from violence, exploitation, trafficking, discrimination, neglect, inappropriate behavior, and abuse. There is zero-tolerance toward abuse, exploitation, trafficking, discrimination, inappropriate behavior with, or neglect of children, youth, or vulnerable adults. Any incidents, actual or reasonably suspected, must be reported in writing by the Subrecipient to Ipas within five (5) business days and will be investigated.

<https://www.ipas.org/safeguarding>

**3. Anti-Slavery and Anti-Trafficking Policy.**

Ipas is committed to implementing best practices to combat all forms of slavery and trafficking in the conduct of its business and program operations, and has a zero-tolerance policy both internally and as to its entire supply chain. Where the Subrecipient observes, reasonably suspects, or witnesses an Ipas or Subrecipient employee or representative involved in slavery or trafficking, this must be reported in writing by the Subrecipient to Ipas within five (5) business days and will be investigated.

<https://www.ipas.org/anti-slavery>

**4. Conflict of Interest.**

The Subrecipient agrees to the following conditions:

- The Subrecipient represents that they are not under any contractual obligation with any other entity that would interfere with or impair their ability to perform the Services.
- In the performance of the Services, the Subrecipient will not disclose to Ipas any information or perform any work which would violate any contractual or legal obligation the Subrecipient has with any other entity.
- The Subrecipient affirms that to the best of their knowledge, no actual or potential conflict of interest exists between the Subrecipient, Subrecipient's family, business or financial interests and the Services provided under this Agreement. In the event of a change in Subrecipient's private interest that has potential for conflict of interest with the Services under this Agreement, Subrecipient will promptly notify Ipas.
- The Subrecipient agrees that if an actual or potential conflict of interest is discovered after execution of the Agreement, the Subrecipient will take action to avoid, mitigate, or neutralize the actual or potential conflict, seeking support from Ipas to do so as necessary.
- Subrecipient will conduct ongoing monitoring of potential or existing personal, business or professional conflict of interest and their mitigation and management.

<https://www.ipas.org/conflict-of-interest>



## APPENDIX E

### 5. Privacy, GDPR, Content, and Copyright

The Subrecipient must comply with applicable provisions of Ipas's Privacy, Content, and Copyright Policy, and shall ensure it has protective measures in place to protect against a data loss event and take all reasonable steps to ensure the reliability and integrity of its personnel who process personal data.

The Subrecipient specifically agrees that it will immediately notify Ipas in writing of any data breach, suspected or actual, that concerns data gathered or stored in connection with this Agreement.

<https://www.ipas.org/about-us/privacy>

### 6. Anti-Fraud and Restricted Parties' Financing

Ipas strives to conduct itself according to the highest standards of lawful and ethical conduct. In line with this commitment, Ipas recognizes fraud as a criminal act and a diversion of funds away from Ipas's mission. Ipas also prohibits funding identified restricted parties, including by our partners.

<https://www.ipas.org/anti-fraud>

### Acknowledgement & Certification

Subrecipient certifies that its authorized representative(s) have read, understand and will comply with all policies and procedures set forth in Appendix E (Policies) above, and declare that the foregoing information is true and complete to the best of its knowledge. Subrecipient agrees that if there is a material change in any statement or information provided above, it will immediately notify Ipas and complete an amended disclosure form.

Subrecipient	
Signature:	
Name:	Company:
Title:	Date:

APPENDIX F

*Special Provisions*

**Ipas Donor: XXXX**