



Date: **MMDDYY**  
Contract No.: **1002-**

**This Agreement** is entered into between Radio Free Asia (RFA), a nonprofit company organized under the laws of Washington, D.C., whose registered office is at 2025 M Street, NW, Washington, D.C.20036, and **NAME**, (Contractor) whose address is **ADDRESS**. RFA and the Contractor shall be referred to collectively as the "Parties".

**WHEREAS** RFA's mission is to provide accurate and timely news and information to Asian countries whose governments prohibit full and free domestic media; and

**WHEREAS** RFA's Open Technology Fund supports research, development, and implementation of globally-accessible secure communications and its guiding principles begin with Article 19 of Universal Declaration of Human Rights and its application towards internet freedom; and

**WHEREAS** the Contractor purports to have certain expertise and can provide services that will further the objectives of the Open Technology Fund;

**NOW THEREFORE**, the Parties, in consideration of the mutual promises and agreements hereinafter set forth, agree as follows:

**1. Description of Services:** The contractor will  
– See attached Project Proposal.

**2. Time of Performance:** This Agreement shall become effective **MMDDYY** and all services shall be completed on or before **MMDDYY**. Any extension of the Agreement will be in writing and signed by both parties.

**3. Fee Schedule, Activities, and Deliverable(s):** RFA will pay the Contractor a total of **\$AMOUNT** as detailed in the Budget section of the proposal.

**4. Expenses:**

**a. Travel:** RFA will cover pre-approved travel expenses associated with the work performed under this contract and upon submission of receipts for travel expenses incurred. Travel expenses cannot exceed U.S. State Department per Diem rates, and Contractor agrees to use U.S. Flag Air Carriers for international air transportation.

**b. Miscellaneous:** RFA will reimburse Contractor for miscellaneous and contracting expenses as detailed in the fee schedule, and upon submission of receipts for expenses incurred.

**5. Method of Payment** – RFA will pay Contractor upon submission of detailed invoices, approved by the Program Director of the Open Technology Fund. These invoices will describe the level of work performed and/or the stated activities/deliverables agreed upon and included in Attachment I. Invoices must also include the contract number and the period of performance.

**6. Confidentiality:** The Parties shall maintain the confidentiality of all "Confidential Information" or data provided by one Party to the other that is not publicly known and shall not disclose to any third party, except to their employees or contractors who have a need to know for the purpose of this Agreement. The

term “Confidential Information” shall mean any information disclosed by either party (the Discloser) to the other party (the Recipient) in connection with this Agreement that is disclosed in writing, orally or by inspection and is identified as “Confidential” or “Proprietary”. The Recipient shall treat as confidential all Confidential Information received from the Discloser, shall not use such Confidential Information except as expressly permitted under this Agreement and shall not disclose such Confidential Information to any third party without the Discloser’s prior written consent; provided however, the Recipient may disclose Confidential Information to its contractors who have an agreement with the Recipient that would protect the Discloser to the same extent and which restricts disclosure of the Confidential Information in the same manner as this Agreement. The Recipient shall use the same measures to protect the Confidential Information that it takes with its own most confidential information, but in no event less than reasonable measures, to prevent disclosure and unauthorized use of Confidential Information. Notwithstanding the above, the restrictions of the Paragraph shall not apply to information that”(a) was independently developed by the Recipient without any use of the Confidential Information of the Discloser; (b) becomes known to the Recipient, without restriction, from a third party without breach of this Agreement and who had a right to disclose it; (c) was in the public domain at the time it was disclosed or becomes in the public domain through no act or omission of the Recipient; (d) was rightfully known to the Recipient, without restriction, at the time of disclosure; or (e) is disclosed pursuant to the order or requirement of a court, administrative agency or other governmental body; provided, however, that Recipient shall provide prompt notice thereof to the Discloser and shall use its reasonable best efforts to obtain a protective order of otherwise prevent public disclosure of such information.

**7. Reports:** The Contractor will provide monthly project reports by the last day of each calendar month to RFA. These reports will include concise descriptions of deliverables being worked on, progress since the previous report and identification of any problems or issues which could compromise or otherwise hinder the work to be completed. In addition to these reports, the Contractor will have regular communications with RFA, including but not limited to responses to questions from RFA relating to the project or work to be completed, identifying any problems as they arise, and questions or concerns affecting this Agreement or any deliverable required under this Agreement.

**8. Audits:** RFA will be entitled to engage, at no cost to Contractor, 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 RFA. Contractor agrees to provide the third-party auditor(s) with requested items required to review the privacy and security of the supported project.

**9. Termination:** This Agreement shall be subject to termination upon the occurrence of the following events: if either party hereto defaults on any or its material obligations, representations or warranties under this Agreement the non defaulting Party shall notify the other Party in writing, specifying in sufficient detail the nature and extent of such default or breach and unless within 14 calendar days after written notice of such default the defaulting party remedies the default, the Agreement will terminate automatically with no further action required on the non-defaulting Party; if either Party files a petition for Bankruptcy or is so adjudicated; or if either Party becomes insolvent. In addition, either party may terminate this Agreement for convenience upon ten days prior written notice to the other party. Upon any termination or expiration of this Agreement, RFA will pay Contractor for all services performed in accordance with this Agreement through the effective date of termination.

**10. Miscellaneous:**

a. This Agreement which constitutes the entire agreement between the Parties with respect to this project and replaces any prior or contemporaneous oral or written agreements, assurances or understandings of the Parties.

b. This Agreement shall be governed by the laws of the District of Columbia. Any disputes related to or under this Agreement will be in the courts of Washington, D.C.

c. RFA reserves the right to identify Contractor, Project, value of the contract and brief summary of the deliverables and activities on its website and other published reports.

d. In no event shall either party's liability under this Agreement or in connection with its subject matter exceed the fees paid by RFA to Contractor under Section 3 above, regardless of the theory of liability, whether based in contract, tort (including negligence) or otherwise. In no event shall either party be liable for any consequential, incidental, special or exemplary damages, regardless of whether either party was aware of the possibility of such damages.

Radio Free Asia is a private non-profit corporation and not an agency of the US Government. RFA 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" (Appendix A) are hereby incorporated into, and made a part of, this Agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date indicated.

**RADIO FREE ASIA:**

\_\_\_\_\_  
Chief Financial Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Budget Director

\_\_\_\_\_  
Date

For  
**NAME**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Title: \_\_\_\_\_

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Consultant's Social Security or Employer Identification Number: \_\_\_\_\_

**Attachments:**

Attachment I: Project Proposal

Attachment II: Standard Provisions for USG-Funded Consulting Agreements

**STANDARD PROVISIONS FOR USG-FUNDED AGREEMENTS**

1. Debarment, Suspension, Ineligibility, and Voluntary Exclusion. The 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 RFA 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.