



This Senior Fellowship Agreement is entered into [date], between Radio Free Asia (RFA), a nonprofit company organized under the laws of Washington, D.C., and

[Fellow's Name]

[Address 1]

[Address 2]

WHEREAS, Radio Free Asia (“RFA”) desires to support the Senior Fellow (“Fellow”) for a period of twelve (12) months in his/her proposed/selected project: The host organization for this project will be the **[Name of organization]**. This agreement sets forth the terms and conditions of the program and details on the project. See Attachment for the Scope of Work.

NOW THEREFORE, the parties mutually agree as follows:

1. **Department and Scope of Services** –the Open Technology fund will be the responsible department for this agreement. The fellow will perform the tasks as stated in the Scope of Work.
2. **RFA Project Supervision** - RFA’s project supervisor for this Agreement shall be [Project Manager] or such other person as RFA may designate. The RFA project supervisor along with the host organization manager shall exercise general direction over the Fellow’s work hereunder.
3. **Time of Performance** - The fellowship period under this agreement is [Date] through [Date].
4. **Collaboration with Other Fellows**- In order to promote information sharing, collaboration, and to reduce isolation between fellows and host organizations, all active fellows and a representative from each host organization are signed-up and encouraged to participate on an email discussion list
5. **Reports**- Host organizations and fellows are required to submit regular monthly updates to the email list for all active participants for review and comment. In addition OTF will host an online discussions open to all active fellows and host organizations.
6. **Stipend** - The fellow is awarded a stipend of **\$4,200.00** (US) per month, not to exceed **\$50,400.00** for the term of this contract. RFA will cover pre-approved travel expenses, up to a maximum of \$5,000.00 (USD), 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 the Contractor agrees to use U.S. Flag Air Carriers/Open Skies agreement for international air transportation.
7. **Method of Payment** – RFA will process stipend payments monthly in accordance with the following process: On a regularly scheduled monthly basis, the fellow will present a brief update to his/her host organization and via email to the OTF Fellowship Program email list describing milestones, successes, and setbacks. The responsible person at the host organization will then provide a “traffic light” report to OTF evaluating the fellow’s progress. The traffic light is the basis upon which payments are released to fellows. Reports approved and received by the by the 15th of the month will be paid at the end of the month.
 - A “green light” from the host organization signals that the fellow 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 fellow.

- A “red light” from the host organization signals that progress has been interrupted and an intervention is required. No funds will be released. OTF, the host organization and the fellow will discuss possible remedial steps to get the fellow back on track or terminate the fellowship. Termination of the fellowship is at the discretion of OTF after consultation with the host organization.

RFA will wire transfer funds to your bank account through your bank's intermediary bank. *A wire processing fee (for which you are solely responsible) may be charged by your bank for your bank's intermediary bank. [applies to overseas fellows]*

8. Public Recognition and Transparency- The fellow will be given the title “OTF Senior Fellow in Information Controls at the [Name of Organization]. Fellows 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. Fellows may also be listed on the host organization website, unless otherwise requested by the fellow.

9. Independent Contractor Status – The Fellow is participating in a fellowship program sponsored by RFA through their OTF program as an Independent Contractor, and not as an employee, partner, or agent of RFA . Nothing contained herein shall be deemed to create a relationship of employment, association, partnership, or joint venture between RFA and Fellow. Fellow shall have no authority to take any action, create any indebtedness, make any commitment, or any other obligation on behalf of RFA. RFA assumes no liability for accident or injury to the Fellow in the performance of this Agreement. As an Independent Contractor it is Fellow’s obligation to insure himself/herself for comprehensive general liability, health, and workers’ compensation insurance.

10. Taxes – Fellow 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. Fellow shall indemnify RFA against, and hold RFA harmless from, any claim against RFA or Fellow arising from of a failure to pay any such taxes, assessments, or contributions.

11. Termination - RFA reserves the right to terminate this Agreement at its sole discretion after consultation with the Host organization, at any time, upon written notice.

12. Entire Agreement – This Senior Fellow Agreement along with the attachments represents the entire agreement between RFA and Fellow 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.

13. 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.

14. Assignment/subcontracting –Fellow may not assign this Agreement or subcontract Fellow’s obligations hereunder. `

15. 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.

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" are hereby incorporated into, and made a part of , this agreement.

RADIO FREE ASIA

Chief Financial Officer

Date

Budget Director

Date

ACCEPTED BY:

[Fellow]

Date

Fellow's Social Security or Employer Number:

Attachments:

- 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.