

IEC INDEPENDENT CONTRACTOR AGREEMENT

This International Exchange Coordinator Independent Contractor Agreement (the "IEC Agreement") between you and EF Educational Foundation for Foreign Study, a Non-Profit Corporation, which is referred to in this Agreement as EF High School Exchange Year ("EF HSEY"), concerns your services as an INTERNATIONAL EXCHANGE COORDINATOR ("IEC") for EF HSEY in your capacity as an independent contractor. As an IEC for EF HSEY, you will provide services to the exchange students, host families and schools that are participants in the EF High School Exchange Year Program, and you agree to the following:

1. COMPLIANCE WITH GOVERNMENT REGULATIONS.

You agree to read, understand, comply and act in accordance with the U.S. State Department Regulations (the "Regulations") governing the cultural exchange program for secondary school students. EF HSEY also agrees to comply and act in accordance with the Regulations.

2. HOST FAMILY RECRUITMENT, SCREENING AND ORIENTATION.

You agree to screen and orient host family participants in compliance and in accordance with the Regulations.

3. SUPERVISION OF AND SUPPORT FOR CURRENT PROGRAM PARTICIPANTS.

You agree to maintain ongoing personal contact with and supervise and assist current exchange students and host families within your agreed upon region in accordance with the Regulations; to facilitate the replacement of students in transition; and to mediate student/host family problems that may arise. You agree to provide such services and all other services under this IEC Agreement in compliance with the law; consistent with all reasonable requests by the students, their families, and their host families; consistent at all times with the Regulations including those that require you to be neutral and free from bias; and in accord with industry standards, including but not limited to providing such services in a manner that does not place at risk the safety of the students or their host families.

4. INDEPENDENT CONTRACTOR.

You will be acting as an independent contractor under this Agreement, and nothing in this IEC Agreement or your engagement shall be construed as creating an employer-employee, agency, partnership, joint venture, or any other legal relationship between you and EF HSEY, except to the extent that you may be regarded as a volunteer under applicable federal and state laws. As an independent contractor, you will not be eligible to participate in any of EF HSEY's employee benefit plans or be eligible for any fringe benefits including paid for vacations, holidays, sick days, etc. You agree to file all required federal, state and local income tax returns and to pay all income and employment taxes due thereon. Because you are an independent contractor, you will not be subject to withholding for income taxes or Social Security Medicare contributions. You will be responsible for providing, at your own expense, any tools, equipment or facilities you may require for providing the services under this IEC Agreement. You will determine, in accordance with the Regulations as they may apply, the place or places where you will provide services, from time to time, and the hours during which you will render services under this IEC Agreement, subject to any guidance provided by EF HSEY in accordance with the Regulations (such as the requirement to meet deadlines and attend scheduled meetings). You will be free to accept engagements from others during the term of this Agreement, so long it's consistent with your obligations under this IEC Agreement. Other and more detailed terms and conditions of your relationship with EF HSEY are set forth in Exhibit A, which you should read in its entirety. Exhibit A is an integral part of this IEC Agreement.

5. REWARDS AND OTHER VALUE FOR YOUR SERVICES.

It is understood that you are serving as an IEC because of the cultural enrichment and rewards you receive by providing services to international students and host families. The personal and financial rewards you receive under this IEC Agreement will vary (depending upon your investment of time, effort and resources in assisting international students and host families), as outlined in the current Rewards Program Booklet which you acknowledge that you have received and is incorporated into this IEC Agreement. The Rewards Program Booklet is distributed in the beginning of fall of each year. It is your responsibility to contact EF HSEY if you do not receive the Booklet so that you can access the current rewards information.

6. ABILITY TO ACCEPT OR DECLINE ENGAGEMENTS.

You have the right to choose to accept or decline opportunities for engagements involving services under this Agreement, however, any engagement you do accept you must fully comply with the terms of this Agreement and Regulations.

7. NO INSTRUCTIONS OR DIRECTIONS; NO SUPERVISION OR OBSERVATION OF SERVICES.

You have agreed to provide such services consistent with law (including the Regulations), industry standards, and the reasonable requests by the students, their families, and their host families; EF HSEY will not provide you with any instructions or directions as to how to perform those services. EF HSEY will not supervise or observe the manner in which you render the services under this IEC Agreement, except to the limited extent that it is required to do so by the Regulations, which specifies that EF HSEY take steps to ensure that it deters and prevents you from engaging in what the Regulations refer to as "fraud, abuse, or misconduct." Nothing in this Agreement or the Regulations, though, limit your right to ask questions about how best to render your services, and you may ask EF HSEY personnel for suggestions. You may choose or choose not to follow such suggestions, as ultimately you have agreed and are expected to decide how best to provide your services.

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8. EXPENSES.

You are responsible for all of your expenses, including your own IEC space, computer, printer, automobile costs including fuel and parking, cell phone and internet service, and other equipment and IEC-related costs. In the event you incur unanticipated expenses due to an international student's "emergency" circumstances, EF HSEY may reimburse you (but you understand EF HSEY is under no legal obligation to do so).

9. FAMILIARIZATION ASSISTANCE.

As needed / requested by you, EF HSEY will arrange for assistance in fulfilling your responsibilities under the Regulations at no cost to you, and by providing you with online program materials consistent with the Regulations. The Regulations are quite detailed in some respects, but very general in other respects. You are nonetheless required by law to adhere to the Regulations. EF HSEY has created general program guidelines that are based on its understanding of the Regulations including information obtained from the U.S. State Department based on years of interacting with federal government officials to better understand and carry out the Regulations. EF HSEY will make available to you those general program guidelines to assist you in carrying out the Regulations, which are not always self-explanatory. These guidelines, which are provided for your guidance as recommendations only, can be found in the IEC Book number 1, 2 and 3. As noted above, you are responsible for your own compliance with the Regulations.

10. SUBSTITABILITY/ENGAGEMENT.

It is understood that, as required by the Regulations, you will conduct all meetings, interviews, orientations and other in-person engagements personally as the International Exchange Coordinator. You have the right to engage others to assist you in functions that are not governed by the Regulations, provided you ensure that such engagements and delegations are in all circumstances consistent with the Regulations and this IEC Agreement.

11. INSURANCE.

Although IECs are not employees of EF HSEY, EF HSEY agrees to maintain commercial general liability insurance for you as an Additional Insured on EF HSEY's policy, which provides you insurance coverage for covered claims arising directly out of your performance of services under this Agreement. This is provided purely as a courtesy to you, without any obligation to maintain such insurance. Because you are not an employee of EF HSEY, we do not maintain any worker's compensation, disability or other form of insurance on behalf of you or your associates, and that it is thus your sole responsibility to obtain and keep in force such insurance coverage as you determine to be appropriate and/or as required by your state of residence. Specifically, in order for you to provide personal transportation for any exchange student during the program, you agree to maintain automobile liability insurance in an amount not less than the minimum amount required by your state of residence. You assume all risk in connection with the adequacy of any and all such insurance which you elect to obtain.

12. NON-DISCLOSURE OF PROGRAM PARTICIPANT INFORMATION.

In connection with the providing of your services, you will have access to confidential information regarding host families, international students and their families, and other confidential and proprietary information (including personally identifiable information) about participants in the program. (collectively referred to as "Confidential Information"). You shall use the Confidential Information solely for the purpose of providing your services under this IEC Agreement. You agree not to, in any manner or form, disclose, reproduce, copy, provide or otherwise make available to third parties, in whole or in part, the Confidential Information. At all times during and subsequent to your affiliation with EF HSEY, you agree to keep in strictest confidence and trust all such Confidential Information that is disclosed to you or to which you have access. Nothing in this paragraph is intended to prevent you from using such Confidential Information as may be necessary in the ordinary course of providing services under this IEC Agreement and in accordance with the Regulations.

13. DURATION AND TERMINATION.

This IEC Agreement is effective beginning the date it is signed until the date it is terminated by either party. This IEC Agreement may not be terminated by either party during the duration of the IEC Agreement except where one party engages in a material breach of the terms of the IEC Agreement including failing to abide by the Regulations. In the event a party engages in a material breach of any provision of this IEC Agreement or fails to honor any representation (referred to below as the "party in breach"), the other party may immediately terminate this Agreement upon written notice to the party in breach.

14. OWNERSHIP OF MATERIALS.

EF HSEY retains all right, title and interest in and to its trademark and any materials, which EF HSEY provides to you during the course of this IEC Agreement. EF HSEY represents and warrants that EF HSEY has the right to provide you with such materials for use in providing the services described in this IEC Agreement. All work product prepared by you in connection with your services under this IEC Agreement shall be and remain in all respects the property of EF HSEY.

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15. ONLINE ACCESS.

To the extent you use efexchangeyear.org to assist you in complying with the Regulations, you represent that you will comply with the Terms of Use outlined on the site.

16. INDIVIDUAL ARBITRATION AND RELATED PROVISIONS

Attached as Exhibit B are the parties' agreement to resolve certain types of disputes between them by individual arbitration and not in court or before a jury; among other things, this can minimize the costs of resolving any such disputes that may arise between the parties and expedite the dispute resolution process. Most but not all disputes are covered by the arbitration provisions in Exhibit B. You should read Exhibit B in its entirety, which includes a waiver of a trial by jury of certain types of disputes. Exhibit B is an integral part of this IEC Agreement.

17. ENTIRE AGREEMENT.

This IEC Agreement (including Exhibits A and B) supersedes all prior agreements between the parties with respect to its subject matter and constitutes (along with the IEC Books, the Rewards Program Booklet, and the US Department of State Regulations referred to in this IEC Agreement) a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. This agreement may only be modified or amended in writing signed by you and EF HSEY.

By signing below, you agree to all of the terms in this IEC Agreement including the terms set forth in Exhibit A and B attached.

EF HSEY:

By: _____ Date: _____

Print Name and Title: _____

INTERNATIONAL EXCHANGE COORDINATOR

Signature: _____ Date: _____

Print Name: _____

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EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS OF THE PARTIES' RELATIONSHIP UNDER THE IEC AGREEMENT

- a. You understand that you are permitted to determine your own schedule, subject to providing the services under the IEC Agreement consistent with the Regulations.
- b. You understand that you alone shall determine the manner and means as well as the order and sequence of how you will provide the services under the IEC Agreement, consistent with and in compliance with the Regulations. You may use the guidelines, which are intended to carry out the Regulations, as suggestions for compliance with the Regulations.
- c. You understand that you may provide the services under this IEC Agreement at any location you so choose, consistent with the Regulations.
- d. You represent that you are customarily engaged in an independently established occupation or business in the international cultural exchange industry.
- e. To the extent EF HSEY may provide you with feedback from the international student and the host family, EF HSEY shall be doing so in accordance with the Regulations.
- f. You may, if you wish, seek guidance regarding your obligations under the Regulations from EF HSEY. An experienced IEC is available to assist you if you request such assistance, consistent with the Regulations.
- g. You represent and warrant that you are qualified to provide the services set forth in the IEC Agreement and Regulations for IECs. You may assign or delegate your duties under this IEC Agreement to any other person or entity that is as qualified as you to provide such services, consistent with the Regulations. You represent and warrant that, consistent with the Regulations, you will inform your host family and the student if you delegate or assign any of your services under this IEC Agreement.
- h. You understand that the level of rewards and other value arising out of this Agreement depend on a number of factors and that may result in a loss of time and/or money for expenses that you incurred in the performance of services under the agreement.
- i. If any term is unacceptable, please let EF HSEY know and we would be pleased to discuss with you.

End of Exhibit A

Exhibit B Starts on Next Page

EXHIBIT B

INDIVIDUAL ARBITRATION OF COVERED DISPUTES AND OTHER RELATED PROVISIONS

1. **Applicability; Exceptions; Court and Jury Trial Waiver.** Under this Exhibit B to the IEC Agreement, the parties mutually agree that any and all covered disputes (as defined below) that either party has the legal right to sue for in court or before a jury shall be subject to final and binding arbitration under the arbitration provisions set forth below and not decided by a court or a jury. This means that the parties have selected arbitration as the sole and exclusive forum for the parties to sue or be sued for all covered disputes, regardless of when the dispute first arose and irrespective of the time period(s) involved in the dispute, and that neither party shall have any right to bring or litigate any covered disputes in court or before a jury.

The term “covered disputes” is defined to mean disputes and claims arising out of or relating to the IEC Agreement (including the terms and conditions contained in this Exhibit B), any claim that the IEC is not an independent contractor or volunteer but rather an employee, and all other matters of any nature between the parties, including disputes arising under this Agreement or under federal or state statutes and laws, municipal ordinances, executive orders, or common law (judge-made law), and any and all statutory claims including but not limited to claims under laws, rules, executive orders, and regulations regarding wages, wage payments, wage notices, discrimination, labor relations, employment, employee benefits, expense reimbursement, termination pay, fringe benefits, paid time off, retaliation, whistleblowing, payroll taxes, unemployment benefits, disability benefits, maternity / childcare benefits, time off / leaves, safety, social security, Medicare, and payroll taxes, but the term “covered disputes” does not mean any of the following: (i) disputes or claims regarding any injury or damage of any nature allegedly suffered by a student, host family member, or other third party; (ii) disputes or claims by a third party involving any alleged action by the IEC; (iii) disputes or claims that are proceeding before an administrative body (such as an administrative agency or any other non-court governmental unit) or are before a court reviewing or deciding an appeal of an administrative agency decision; and (iv) disputes or claims brought under any state private attorneys general act or brought under or governed by any statute or law that prohibits or does not permit pre-dispute arbitration agreements or the arbitration of the particular type of dispute that would otherwise be a covered dispute as defined above. The parties intend to require arbitration of all covered disputes that can lawfully be arbitrated. For sake of clarity, it is understood that in any situation where an applicable federal or state arbitration law may restrict or foreclose arbitration of any covered dispute and another applicable arbitration law permits arbitration of the covered dispute, the parties intend that the law permitting arbitration shall govern, to the fullest extent authorized by law.

THE PARTIES WAIVE ANY RIGHT TO A TRIAL BY A JURY OF A COVERED DISPUTE OR TO HAVE A COVERED DISPUTE BE DECIDED BY A COURT OR A JURY.

It is understood by the parties that “covered disputes” shall include all such disputes not only against the parties to this Agreement but also, in the case of the IEC, all disputes or claims against any heirs, executors, personal representatives, and assigns of the IEC, and in the case of EF HSEY, all such disputes or claims not only against EF HSEY but also against its affiliates, subsidiaries, and parents and any of its and their collective officers, agents, employees, members, shareholders, directors, managers, and attorneys; the parties further agree that all of those described in this sentence (other than the parties themselves) are third-party beneficiaries of this Exhibit B. The terms of this Exhibit B shall and will continue to apply to the parties regardless of the date that the IEC first or last provided services under the IEC Agreement or was last associated with EF HSEY and regardless of when any covered dispute arose, subject to the applicable statute of limitations. Because the term “covered disputes” only covers disputes or claims that either party has the legal right to sue for in court, it is understood that nothing in this Exhibit B limits or forecloses any legal rights that either party may have to commence, participate in, or assist others in any proceeding or investigation of any nature before or related to an administrative, regulatory, or law enforcement agency.

2. **Usage of JAMS Streamlined or Comprehensive Arbitration Rules and Procedures; Arbitrator to Decide All Issues; Arbitrator’s Decisions Are Final and Binding.** Either party shall initiate arbitration under either the JAMS Streamlined or Comprehensive Arbitration Rules and Procedures (which are currently available for review at www.jamsadr.com, under the Rules/Clauses tab). The arbitrator (and not a court) shall decide all issues in any covered dispute including but not limited to issues regarding the non-availability of class arbitration, timeliness, scope of arbitrator’s authority, arbitration procedures, statute of limitations, and all other issues regarding the application, interpretation, and implementation of this Exhibit B. The arbitrator’s decisions shall be final and binding. The parties agree that a court of competent jurisdiction shall have the authority to enter a judgment upon the award made by the arbitrator or to confirm an arbitration award, and any such proceeding shall not itself be deemed a covered dispute.

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3. Location of Arbitration Shall Be Closest to IEC; Selection and Authority of Arbitrator; Full Remedies Available; Choice of Law; Statute of Limitations; Enforceability. The parties agree that any such arbitration shall be held at one of the two dozen JAMS locations in the US nearest to the residence of the IEC or, upon the request of the IEC and in the discretion of the Arbitrator, at a location more convenient to the IEC. It is further agreed between the parties that a single arbitrator shall be selected by the parties consistent with the applicable JAMS Rules and Procedures. To the fullest extent permitted by law, the Arbitrator shall have the power and authority to award any remedy or relief available under applicable law and shall be the sole authority to interpret and apply the provisions in this Exhibit B of the IEC Agreement. The Arbitrator shall have the authority to apply any and all federal, state, or municipal laws, or executive orders, or any common laws that are applicable to the covered dispute. In the case of covered disputes governed by state law, the parties authorize the Arbitrator to apply the law of the state where the IEC resides in deciding the claims involved in any and all covered disputes. Any and all issues arising out of this Agreement or a covered dispute, including but not limited to issues regarding this Exhibit B governing arbitration and its application, coverage, scope, enforceability, validity, irrevocability, remedies, location, limitations, fees (see below), awards (see below), attorneys' fees (see below), opt-out provisions (see below), class action waiver (see below), and choice of law, shall be decided by the Arbitrator and not by a court or jury. Likewise, any questions, issues, matters, or disputes arising under this Exhibit B regarding arbitration, including but not limited to whether any such question, issue, matter, or dispute should be decided by an arbitrator or a court, shall be decided by the Arbitrator and not by a court or jury. The statute of limitations for any covered dispute shall be consistent with the applicable statutory and common law statutes of limitations. If there are any ambiguities in the terms or conditions of this Exhibit B (or, for sake of clarity, any provisions that are inconsistent), it is the parties' intent that all ambiguities and inconsistencies be resolved in favor of arbitration. If any provision of this Exhibit B is unenforceable, the remainder of this Exhibit B shall remain in full force and effect.
4. Individual Arbitrations; Class and Collective Action Waiver; No Consolidated or Joint Actions. The parties agree that all covered disputes brought against each other will be arbitrated on an individual basis only and not in a class action arbitration, a collective action arbitration, or on a group, representative, consolidated or joint basis. The Arbitrator shall have no authority to consider or resolve any claim or issue in a covered dispute on any basis other than on an individual basis and may not consolidate or join one or more covered disputes pertaining to the IEC with any other IEC's or IECs' covered dispute(s). The provisions in this Exhibit B mean that both parties waive their right to commence, become a party to, or in any way participate as a representative or member in any class action, collective action, or group or representative action or claim against the other party or in any such action or claim consolidated or joined with another party, with respect to any covered dispute, and each party agrees to opt-out of or be severed from any action or proceeding. For the sake of clarity, it is understood that nothing in this Exhibit B limits or forecloses any party's right to give testimony or assist another private or governmental party in any proceeding.
5. Fees; Award. Consistent with the applicable JAMS Arbitration Rules and Procedures, the parties agree that they shall share equally (each pay one-half) of the fees and costs of the Arbitrator and the fees and costs of arbitration charged by JAMS; except that: (i) in all cases where required by law, EF will pay the full amount of the Arbitrator's and JAMS arbitration fees and costs; and (ii) where the Arbitrator determines that it is appropriate or necessary based on the financial resources of the IEC, EF HSEY shall pay more than one-half, in an amount to be determined by the Arbitrator as fair and equitable. For sake of clarity, it is understood that if any applicable law or court decision limits the amount of filing and other fees that a party shall pay as the fees to any arbitration panel such as JAMS or to an arbitrator, then such party shall not be obligated to pay any fees in excess of such limits. Each party shall bear the cost of his/her/its own legal fees and costs, including but not limited to attorneys' fees and expert witness fees, subject to any right to recover such fees and costs under applicable law, which the Arbitrator shall apply where applicable. In rendering an arbitration award, the Arbitrator shall apply applicable and appropriate law and shall award all statutory remedies and penalties, including attorneys' fees and costs to the extent authorized by and consistent with law. The award shall be in writing and the Arbitrator shall set forth the essential findings of fact and law.
6. 14-Day Opt-Out Option. If you so choose, you are welcome to and may opt out of the provisions set forth in this Exhibit B of the Agreement (in which case all covered disputes will not be the subject of the arbitration provisions in this Exhibit B). In order to opt out, you must notify EF HSEY in writing of your desire to opt out of this Exhibit B within 14 days of the date that this Agreement is signed by you, either by (i) an e-mail to OptOutAdmin.HSEY@ef.com or (ii) a letter sent by any nationally recognized overnight delivery service (such as FedEx or UPS) to: Opt-Out Administrator, EF Educational Foundation for Foreign Study, Two Education Circle, Cambridge, MA 02141, including your name and address (please retain all tracking information). If you need more time to make an opt-out decision, you shall, prior to the expiration of the 14-day period described above, send your request for additional time to the Opt-Out Administrator by any of the means set forth above. You are encouraged to consult with legal counsel or any other person of your own choice as to whether to opt out or not opt out of this Exhibit B. In making that choice, there may be a number of reasons why any particular IEC may wish to opt out or not opt out of this Exhibit B of the Agreement. EF HSEY agrees that your decision to opt out or not opt out of this Exhibit B will not affect either positively or negatively your opportunities to be offered engagements under this IEC Agreement, nor affect your relationship with EF HSEY. EF HSEY further agrees that there will be no benefit conferred upon you or penalty or detriment imposed upon you now or in the future for choosing to opt out or not opt out of this Exhibit B of the Agreement.