



April 10, 2024

Dr. Yan Zhang
Chinese University of Hong Kong
yanzhang@cuhk.edu.hk

IIE Program No.: CUS2101001

Dear Dr. Yan Zhang:

INTRODUCTION

On behalf of Carnegie Corporation of New York, Harvard-Yenching Institute, Henry Luce Foundation, and Rockefeller Brothers Fund (together the “Funders”), the Institute of International Education (“IIE”) is pleased to inform **Yan Zhang** (“You” or “Grantee”) that through a competitive review process, you have been selected to receive a grant in the amount of **\$3,285 USD** (the “Award”) for the China-U.S. Scholars Program (“CUSP”) Grants for Conference Participation and Research Travel (the “Program”).

The Program supports travel and related costs to conferences or research sites for scholars and students.

IIE is responsible for administering the Program on behalf of the Funders. This letter agreement and its attachments (collectively, the “Agreement”) outline the terms and conditions of accepting the Award and details involving the payment of the Award to the Grantee.

PURPOSE

Grantee must use the Award for the purposes described in their submitted application and budget (“Attachment A”).

TERM AND TERMINATION

This Agreement will be in force from **June 4, 2024** to **June 7, 2024** (the “Term”), unless terminated earlier by IIE.

FINANCIAL PROVISIONS

Based on your submitted application and budget and budget reductions made by IIE, IIE will provide a total of **\$3,285 USD** as a lump sum payment for conference participation or research travel.

Each of IIE and the Funders is authorized to conduct audits, including on-site audits, at any time during the term of the Program, and within five years after completion of this Program.

REPORTING

Upon completion of your conference or research travel, Grantee will submit a report outlining activities. A reporting template will be provided by IIE.

COMMUNICATIONS

Further correspondence and all statements in connection with this Award should be addressed to Alyssa Yeng at CUSP@iie.org.

INTELLECTUAL PROPERTY

The Parties hereby agree that any documents, writings, information and other materials authored, generated, produced, composed or prepared by or under the direction of the Grantee or its agents and employees, including without limitation research papers, books, articles, CDs, films, conference proceedings etc. or otherwise produced in connection with the performance of Grantee's obligations under this Agreement or as a result of Award funds (collectively, the "Work Product") shall be the property of Grantee with all corresponding intellectual property rights that may attach thereto, including without limitation any copyrights and other rights of authorship. Grantee hereby agrees that the Work Product shall be licensed to IIE and the Funders on a worldwide, perpetual, irrevocable basis. Specifically, Grantee hereby grants IIE and the Funders a perpetual, irrevocable, fully paid-up, royalty free, transferable, sublicensable (through multiple levels of sublicensees), worldwide, non-exclusive right and license to use, reproduce, distribute, display and perform (whether publicly or otherwise), prepare derivative works of and otherwise modify, make, import, export and otherwise use and exploit (and have others exercise such rights on behalf of IIE and/or the Funders) all or any portion of the Work Product. To the extent that the Work Product incorporates any works that have been authored, produced, conceived or reduced to practice prior to execution of this Agreement ("Pre-existing Works"), Grantee hereby grants to IIE and the Funders, and any transferee thereof, a perpetual, irrevocable, fully paid-up, royalty free, transferable, sublicensable (through multiple levels of sublicensees), worldwide, non-exclusive license to use such Pre-existing Works in connection with the Work Product and solely to the extent such pre-existing intellectual property is integrated in the Work Product. Grantee acknowledges that IIE's and the Funder's rights in and to the Work Product may be transferred by IIE or the Funder's to third parties.

Grantee must provide IIE with five copies of any Work Product produced with funding from this Agreement. Any Work Product, publication or otherwise, produced by Grantee during the Term with funds from this Award, in whatever form or by whatever means or medium, including internet, must include the following statement:

This (publication/conference presentation) was made possible in part by a grant from Carnegie Corporation of New York, Harvard-Yenching Institute, Henry Luce Foundation and Rockefeller Brothers Fund. The statements made and views expressed are solely the responsibility of the author.

TAX LIABILITY

You accept sole responsibility for determining any taxes or tax liabilities incurred due to the receipt of this Award and for paying any taxes due to the appropriate tax authority.

VISA

If your submitted application included international travel, you are personally responsible, financially and otherwise, for making all arrangements for securing your passport and visa.

INSURANCE

Grantee acknowledge and agrees that neither IIE nor any of the Funders shall purchase or provide any insurance for or on behalf of the Grantee.

ASSUMPTION OF RISK

In accepting this Award, you accept for yourself and your heirs, dependents, agents, assigns and representatives, any and all risks and hazards connected with this Award, and you agree that neither IIE nor the Funders shall in any way be liable for injury, accident, illness, loss of personal property, or other contingencies, including death, that may result from any cause whatsoever. You understand that there may be a significant possibility of contracting illnesses during your travels. You represent that you are traveling at your own risk. You further agree that to the best of your ability, you will comply with guidance and recommendations issued by public health officials of countries you travel to and of any venue you may visit.

NO ASSIGNMENT

You shall not assign your rights or obligations hereunder without IIE's prior written consent.

ACCEPTANCE

In accepting this Award, you affirm that you are not currently an elected or appointed official or employee of any Government, any state or local government, or any possession thereof.

By signing this Agreement, you agree that neither you nor any organization that you represent in connection with this Award will promote or engage in violence, terrorism, bigotry or the destruction of any state, nor will you make payments from the proceeds of this Award to any individual or entity that engages in these activities.

EXECUTION OF AGREEMENT

1. This Agreement will be governed by and construed in accordance with the laws of New York, without regard to principles relating to conflicts of law. The courts of the State of New York in New York County and the United States District Court for the Southern District of New York will have exclusive jurisdiction over the parties with respect to any dispute or controversy between them arising under or in connection with this Agreement and, by execution and delivery of this Agreement, the parties to this Agreement submit to the exclusive jurisdiction of those courts, including, but not limited to, the in personam jurisdiction of those courts, waive any objection to such jurisdiction on the grounds of venue or forum non conveniens, or the absence of in personam jurisdiction.
2. Failure to comply with the terms of this Agreement may result in immediate cessation of funding and/or support, whether directly or indirectly, from IIE. In addition, if you expend or commit any part of the funds for purposes or activities other than the purposes and activities for which this Agreement is made, you must repay to IIE an amount equal to the amount of such funds so expended for other purposes or activities.

By my signature, I accept the terms and conditions appearing in this Agreement.

AGREED AND ACCEPTED:

By: Yan Zhang

Date

ATTACHMENT A

See submitted application and budget and selection notification email for budget reductions