



IAG Host School Agreement

This HOST SCHOOL AGREEMENT (“Agreement”), effective as of July 1st, 2022 (“Effective Date”), is entered into by and between International Alliance Group, LLC, (“IAG”) and _____, (the “Host”, and together with IAG, each a “Party”, and collectively, the “Parties”).

WHEREAS, The International TeachAlliance Program (the “Program”) by IAG offers international teachers the opportunity to participate in a cultural exchange program in the United States, while learning valuable professional skills, improving English language capability, and learning about the culture and history of the U.S.;

WHEREAS, the Host agrees that hosting exchange teachers (“Exchange Teachers”) and participating in the Program will result in their students’ gaining a better understanding of the world outside the United States of America as they interact with Exchange Teachers from another part of the world;

WHEREAS, IAG utilizes designated United States Department of State (“State Department”) J-1 Teacher cultural exchange program sponsors.

WHEREAS, the Host agrees to host a number of Exchange Teachers (as set forth below); and

WHEREAS, the Parties have read the State Department regulations governing the Program¹ (the “Regulations”) and agree that they will comply with the Regulations from the time of signing this Agreement, as such Regulations may be amended from time to time.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and agreements set forth herein, the Parties, intending to be legally bound, hereby agree as follows:

1. OBLIGATIONS

a. Host Obligations. During the term of this Agreement, the Host shall use commercially reasonable efforts to comply with the Host obligations set forth in Exhibit A (“Host Obligations”). The Host shall comply with, and require its employees, agents, and subcontractors (including personnel of subcontractors) to observe and comply with any and all legal requirements applicable to the Host Obligations.

¹ Regulations can be found at: <https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=9adf677eb80094061be39ec4fd4fe4e0&mc=true&n=pt22.1.62&r=PART&ty=HTML>

b. **IAG Obligations.** During the term of this Agreement, IAG shall use commercially reasonable efforts to recruit Exchange Teachers (the “IAG Obligations”, and together with the Host Obligations, the “Services”), for the Exchange Teacher positions set forth in Exhibit B (“Positions”).

c. **Cooperation.** Each Party shall cause its employees to reasonably cooperate with employees of the other and provide reasonable assistance to the extent required for effective delivery of the Services. The Host shall provide IAG with such information and documentation as is reasonably requested by IAG and the Host shall perform actions and tasks requested by IAG to enable IAG to perform the IAG Obligations in accordance with this Agreement.

d. **Third Party Services.** IAG shall have the right to engage the services of independent contractors to deliver or assist IAG in carrying out the IAG Obligations contemplated under this Agreement. IAG will supervise the performance of such third parties to ensure that the IAG Obligations meet, in all material respects, the requirements of this Agreement.

e. **Consideration for IAG Obligations.** The IAG Obligations shall be provided by IAG in consideration of the Host’s payment of the amounts specified for the IAG Obligations set forth on Exhibit C hereto.

2. REPRESENTATIONS AND WARRANTIES

IAG represents and warrants to the Host, and the Host represents to IAG, that such Party has all necessary rights and authority to enter into this Agreement and to perform its obligations hereunder.

3. CONFIDENTIALITY

a. **Confidential Information.** Each Party acknowledges that in connection with the provision of the Services and the Parties’ other obligations contemplated by this Agreement, the Parties will exchange certain confidential information, including the personal information of the Exchange Teachers (“Confidential Information”). The Confidential Information will be and remain the sole property of the Party (and its assigns) providing such Confidential Information, provided however, that the personal information of the Exchange Teachers (including health information) will remain the property of the respective Exchange Teacher. Each Party shall use the same degree of care which it normally uses to protect its own Confidential Information to prevent the disclosure to third parties of the Confidential Information belonging to the other Party and the Exchange Teachers. Neither Party shall make any use of the Confidential Information of the other, except as contemplated or required by the terms of this Agreement or any other written agreement between the Parties. Notwithstanding the foregoing, this Section 3 shall not apply to any information that (a) was publicly known at the time of disclosure or has become publicly known through no fault of the receiving Party, (b) was received by the receiving Party from a third party without a duty of confidentiality, or (c) was independently developed by the receiving Party without any reliance on the proprietary information.

b. **Permitted Disclosures.** Nothing herein shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation, or order, and provided further that any Party disclosing Confidential Information pursuant to this Section 3(b) shall promptly provide written notice of any such order to the other Party.

4. LIMITATION OF LIABILITY

Except in the event of the gross negligence or intentional misconduct of a Party, in no event shall either Party have any liability under any provision of this Agreement for any punitive, incidental, consequential, special or indirect damages, including loss of future revenue or income, loss of business reputation or opportunity relating to the breach or alleged breach of this Agreement, or diminution of value or any damages based on any type of multiple, whether based on statute, contract, tort or otherwise, and whether or not arising from the other Party's sole, joint, or concurrent negligence, strict liability, criminal liability or other fault. In addition, notwithstanding any damages the Host may incur for any reason whatsoever, except in the event of the gross negligence or intentional misconduct of IAG, the entire liability of IAG under this Agreement shall be limited to the fees actually received by IAG pursuant to this Agreement. The provisions of this Section 4 shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

5. INDEMNIFICATION.

a. **Indemnification Obligations.** Each Party ("Indemnifying Party") shall indemnify, hold harmless, and defend the other Party and its managers, officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including professional fees and reasonable attorneys' fees, that are incurred by Indemnified Party/awarded against Indemnified Party in a final judgment ("Losses"), arising out of any third-party claim alleging: (i) any grossly negligent or more culpable act or omission of Indemnifying Party or its personnel (including any reckless or willful misconduct) in connection with the performance of its obligations under this Agreement; (ii) any bodily injury, death of any person, or damage to real or tangible personal property caused by the grossly negligent or more culpable acts or omissions of Indemnifying Party or its personnel (including any reckless or willful misconduct); or (iii) any failure by Indemnifying Party to comply with any applicable federal, state, or local laws, regulations, or codes in the performance of its obligations under this Agreement.

b. **Limitations on Indemnification.** Notwithstanding anything to the contrary in this Agreement, Indemnifying Party is not obligated to indemnify, hold harmless, or defend Indemnified Party against any claim (whether direct or indirect) if such claim or corresponding Losses arise out of or result from, in whole or in part, Indemnified Party's: (i) gross negligence or more culpable act or omission (including recklessness or willful misconduct); or (ii) bad faith failure to comply with any of its obligations set forth in this Agreement.

c. **Outside Factors.** The Host acknowledges that some factors, including recruitment of Exchange Teachers with specified qualifications, Exchange Teacher acceptance of position and J-1 visa approval, are outside of IAG's control. The Host agrees that, notwithstanding anything else in this Agreement to the contrary, IAG will have no liability to the Host if IAG cannot timely fill the Positions or is otherwise unable to fulfill the IAG Obligations to the satisfaction of the Host.

6. TERM AND TERMINATION

a. **Term.** This Agreement begins on the Effective Date and shall continue in effect until **June 30th, 2025**. Notwithstanding the foregoing, Section 3, Section 4 and Section 5 shall survive any expiration or termination of this Agreement. The Parties may extend this Agreement for similar terms in writing and signed by both Parties at any time before the expiration of any applicable term.

b. **Termination.** Either Party may terminate this Agreement at any time if the other Party materially breaches this Agreement relating to the Services, the non-breaching Party has notified the breaching Party in writing of such failure, and such failure continues for a period of fifteen (15) business days after the delivery to the breaching party of written notice of such material breach. This Agreement may be terminated in whole or in part, at any time, by mutual written consent of IAG and the Host.

c. **Effect of Termination.** The Parties acknowledge and agrees that, notwithstanding anything to the contrary contained in this Agreement or otherwise, all obligations of the Parties to provide Services hereunder shall immediately cease upon the expiration of the term for, or the date of termination of, such Service, provided however, that if, at the time of the termination or expiration of this Agreement, any Exchange Teacher is filling a Position at the Host's school or school district, the Parties will continue to cooperate in good faith to ensure that such Exchange Teacher can successfully complete their Program participation.

7. GENERAL

a. **Force Majeure.** No Party shall bear any responsibility or liability for any damages arising out of any delay, inability to perform, or interruption of its performance of its obligations under this Agreement due to any acts or omissions of the other Party hereto or for events beyond its reasonable control including, without limitation, acts of God, acts of governmental authorities, acts of the public enemy, or due to war, riot, flood, civil commotion, insurrection, pandemics, labor difficulty, severe or adverse weather conditions, lack of or shortage of electrical power, malfunctions of equipment or software programs, in each case that could not have been avoided through reasonable efforts by such Party. If any Party's performance of its obligations are subject to any failure or delay as the result of a force majeure event, such Party shall use its commercially reasonable efforts to end the failure or delay as soon as reasonably practicable and to minimize the effects of such event.

b. **Governing Law and Jurisdiction:** Any action or suit brought relating to this Agreement or the Program must be commenced and maintained in the appropriate state court of Arizona, located in Maricopa County, Arizona or a Federal district court located in Maricopa County, Arizona, as applicable. The Parties irrevocably consent to jurisdiction and venue in such courts for such purposes and agree not to seek transfer or removal of any action commenced in any such court and agree that Arizona law applies irrespective of any conflict of laws analysis. In the event either Party to this Agreement institutes an action or other proceedings to enforce any rights arising under this Agreement, the Party prevailing in such action or other proceeding will be paid all reasonable costs and attorneys' fees by the other Party. Such fees to be set by the court and not by a jury and to be included in any judgment or award entered in such proceeding.

c. **Waiver of Jury Trial:** EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B)

ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

d. **Relationship of the Parties.** IAG and the Host shall for all purposes be considered independent contractors with respect to each other, and neither shall be considered an employee, employer, agent, principal, fiduciary, partner, or joint venturer of the other.

e. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties hereto and their affiliates and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

f. **Assignment.** The Host may not assign any of its rights or obligations hereunder without the prior written consent of IAG. This Agreement shall inure to the benefit of and be binding upon any successors or permitted assigns of the Parties.

g. **Entire Agreement; Amendment.** This Agreement constitutes the entire agreement between IAG and the Host with respect to the subject matter hereof. This Agreement shall not be amended, altered, or changed except by a written agreement signed by the Parties hereto.

h. **No Waiver.** No delay or omission on the part of either Party to this Agreement in requiring performance by the other Party or in exercising any right hereunder shall operate as a waiver of any provision hereof or of any right or rights hereunder; and the waiver, omission, or delay in requiring performance or exercising any right hereunder on any one occasion shall not be construed as a bar to or waiver of such performance or right, or of any right or remedy under this Agreement, on any future occasion.

i. **Notices.** All notices, requests, demands, claims, and other communications hereunder shall be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly delivered four business days after it is sent by registered or certified mail, return receipt requested, postage prepaid, or one business day after it is sent for next business day delivery via a reputable nationwide overnight courier service, in each case to the intended recipient as set forth below:

If to IAG:

International Alliance Group, LLC Incorporated
18025 West Denton Avenue
Litchfield Park, Arizona 85340
Attn.: Isaiah Thaler
E-mail: Isaiah@IAGUSG.org

If to HOST:

[Host School District Name]
Address [REDACTED]
Attn.: [REDACTED]
E-mail: [REDACTED]

Any Party may give any notice, request, demand, claim, or other communication hereunder using any other means (including personal delivery, expedited courier, messenger service, facsimile, ordinary mail, or electronic mail), but no such notice, request, demand, claim, or other communication shall be deemed to have been duly given unless and until it actually is received by the Party for whom it is intended. Any Party

may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other Party notice in the manner herein set forth.

j. **Section Headings.** Section headings are for descriptive purposes only and shall not control or alter the meaning of this Agreement.

k. **Severability.** If any provision of this Agreement shall for any reason be held illegal or unenforceable, such provision shall be deemed separable from the remaining provisions of this Agreement and shall in no way affect or impair the validity or enforceability of the remaining provisions of this Agreement.

l. **Counterparts.** This Agreement may be executed in two or more counterparts (including by facsimile or by an electronic scan delivered by electronic mail), each of which shall be deemed an original but all of which together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each Party hereto and delivered to the other Party, it being understood that each Party need not sign the same counterpart. This Agreement may be executed and delivered by facsimile or by an electronic scan delivered by electronic mail.

m. **Official Language:** The Parties hereto agree that English is the governing language of this Agreement. This English version may be translated into another language for convenience of the Parties. The Parties agree that if there were any discrepancy or controversy regarding the interpretation, content, or meaning of any of the provisions of this Agreement, the English version shall prevail.

IN WITNESS WHEREOF, the Host and IAG have duly executed this Agreement as of the day and year first above written.

International Alliance Group, LLC

By: _____

Name: Jason D. Hammond Garcia

Title: President

[HOST SCHOOL DISTRICT NAME]

By: _____

Name: _____

Title: _____

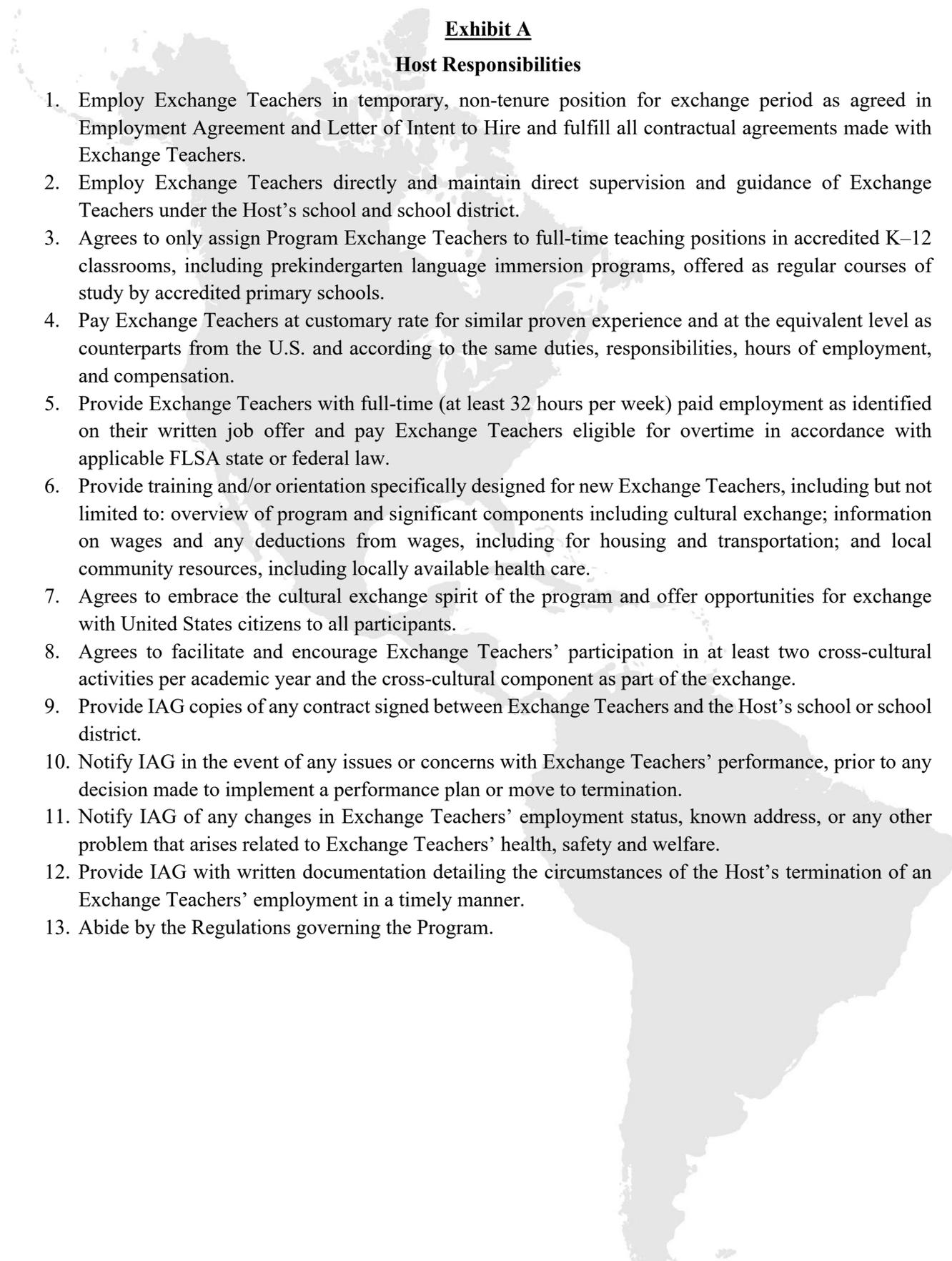


Exhibit A

Host Responsibilities

1. Employ Exchange Teachers in temporary, non-tenure position for exchange period as agreed in Employment Agreement and Letter of Intent to Hire and fulfill all contractual agreements made with Exchange Teachers.
2. Employ Exchange Teachers directly and maintain direct supervision and guidance of Exchange Teachers under the Host's school and school district.
3. Agrees to only assign Program Exchange Teachers to full-time teaching positions in accredited K-12 classrooms, including prekindergarten language immersion programs, offered as regular courses of study by accredited primary schools.
4. Pay Exchange Teachers at customary rate for similar proven experience and at the equivalent level as counterparts from the U.S. and according to the same duties, responsibilities, hours of employment, and compensation.
5. Provide Exchange Teachers with full-time (at least 32 hours per week) paid employment as identified on their written job offer and pay Exchange Teachers eligible for overtime in accordance with applicable FLSA state or federal law.
6. Provide training and/or orientation specifically designed for new Exchange Teachers, including but not limited to: overview of program and significant components including cultural exchange; information on wages and any deductions from wages, including for housing and transportation; and local community resources, including locally available health care.
7. Agrees to embrace the cultural exchange spirit of the program and offer opportunities for exchange with United States citizens to all participants.
8. Agrees to facilitate and encourage Exchange Teachers' participation in at least two cross-cultural activities per academic year and the cross-cultural component as part of the exchange.
9. Provide IAG copies of any contract signed between Exchange Teachers and the Host's school or school district.
10. Notify IAG in the event of any issues or concerns with Exchange Teachers' performance, prior to any decision made to implement a performance plan or move to termination.
11. Notify IAG of any changes in Exchange Teachers' employment status, known address, or any other problem that arises related to Exchange Teachers' health, safety and welfare.
12. Provide IAG with written documentation detailing the circumstances of the Host's termination of an Exchange Teachers' employment in a timely manner.
13. Abide by the Regulations governing the Program.

Exhibit C

International Alliance Group Pricing Structure

The Host agrees to pay IAG the percentages designated below for each Exchange Teacher (or other listed employ group). Partnering rates are based on the employee’s total annual compensation and invoiced annually following the Exchange Teacher’s (or other designated employee’s) first day of reported duty.

<u>Teacher Types</u>	<u>Partnering Rate</u>
General Education, PreK-12	20%*
Special Education	25%*
Other Hard to Fill Positions	25%*
Paid Invoice After Teacher’s First Day	+1%*

*Pricing and procurement is contingent upon a 2022 cooperative contract award.

IAG will provide medical insurance that meets the coverage requirements of the State Department regulation 22 C.F.R. §62.14. IAG will invoice annually following the Exchange Teacher’s (or other designated employee’s) first day of reported duty.

The Host understands that in the event of Exchange Teacher (or designated employee’s) termination or resignation, IAG will issue a refund that is prorated based on the duration of the Exchange Teacher’s (or designated employee’s) stay at the Host School or School District, less a \$1,000 non-refundable fee.